

# Tanglewood Shores Association Inc.

## Protective Covenants And Agreements

This DECLARATION is issued to comply with the Virginia Property Owners' Association Act Chapter 26, Title 55, Code of Virginia  
Revised June 25, 1994

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 1st day of August, 1989 by the Board of Directors, Tanglewood Shores Association Inc., supersedes a like instrument promulgated by the Developer [Tanglewood Land Co. Inc.] dated April 17, 1969; and is effective upon recordation by the Clerk of the Circuit Court of Mecklenburg County and Brunswick County, Virginia respectively.

Tanglewood Shores Association, Inc. is a Non - Stock Corporation existing under and by virtue of Chapter 10, Title 13.1 Code of Virginia [1950] as amended; and this DECLARATION is promulgated pursuant to the Virginia Property Owner's Association Act [Chapter 26, Title 55 (55-508 et seq.)] Code of Virginia (1950) as amended.

## **WITNESSETH**

WHEREAS, the Association is the owner of the real property described in ARTICLE II of this DECLARATION and desires to maintain thereon a residential community with streets, recreational areas, a golf course and club house and other common facilities for the benefit of property owners; and

WHEREAS, the Developer created a governing body, hereinafter called Board, to which is assigned the powers of operating, maintaining and administering the common properties and facilities, and enforcing this DECLARATION and collecting and disbursing the Assessments and charges hereinafter described; and

WHEREAS the Board as the elected representatives of the Association desires to preserve and protect the value and amenities of the Association and provide for the maintenance and operation of the common properties; and to this end subjects the real property described in Article II of this DECLARATION to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Association is incorporated as a Non-Stock, Tax-Exempt Corporation with a Board of Directors for the purpose of exercising the aforesaid powers and functions.

Now, THEREFORE, the Board as the elected representatives of the Association declares that the real property described in ARTICLE I 1 shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

## **ARTICLE 1**

### **Definitions**

The following terms when used in this DECLARATION shall have the following meaning unless the context of their use otherwise prohibits:

1. "Association" shall mean and refer to the Tanglewood Shores Association; this is the collective body of property owners.
2. "Board" shall mean and refer to the Board of Directors consisting of those persons elected to the governing body of the Association by the owners from among the owners on an annual basis as may be established by the By-Laws of the Board.
3. "By-Laws" shall mean and refer to such rules and regulations as may be adopted by the Board within the authority of this DECLARATION for the orderly management of the business affairs of the Association.
4. "The "Properties" shall mean and refer to all lands described herein as are subject to this DECLARATION.
5. "Common Properties" shall mean and refer to those areas of land within the Association property intended for the common use and enjoyment of the owners thereof without regard to title holder, including specifically the recreational areas, streets, golf course and clubhouse and all other common areas or facilities.
6. "Original Lot" shall mean and refer to any plot of land shown upon any original recorded map of the properties heretofore defined.

7. "Owner" shall mean and refer to the legal or equitable owner whether one or more persons holding any lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean nor refer to a mortgagee. Corporate ownership for business purposes is prohibited; except that those original lots owned by corporations remain in such ownership, but upon change of ownership shall not be sold, deeded, transferred or otherwise conveyed to other corporate ownership.
8. "Member" shall mean and refer to those owners who are members of the Association as provided in ARTICLE III.

**ARTICLE II**  
**Property Subject to this DECLARATION**

Section 1. Property subject to this DECLARATION is the real property which is, and shall be held, transferred, sold, conveyed and occupied which is located in La Crosse Magisterial District, Mecklenburg County, Virginia, as described by plats of Tanglewood Shores Golf and Country Club, recorded in the Clerk's Office of the Circuit Court in Mecklenburg County, Virginia, and Declaration of Protective Covenants and Agreements dated April 17, 1969, recorded in Deed Book 204, page 274 and as amended; and more specifically:

<b>SECTION</b>	<b>LOTS</b>	<b>SECTION</b>	<b>LOTS</b>
<b>A</b>	<b>1-66</b>	<b>K</b>	<b>1-48 (LESS 24)</b>
<b>B</b>	<b>1-47</b>	<b>L</b>	<b>1-16: 18-27: 30-37</b>
<b>C</b>	<b>1-46</b>	<b>M</b>	<b>1-29</b>
<b>D</b>	<b>1-35</b>	<b>N</b>	<b>1-16</b>
<b>E</b>	<b>1-54</b>	<b>O</b>	<b>1-50</b>
<b>F</b>	<b>1-8: 10-13: 15-17 21: 23-28 30-44: 24-A</b>	<b>P</b>	<b>1-59</b>
<b>G</b>	<b>1-31</b>	<b>S</b>	<b>1-53</b>
<b>H</b>	<b>1-39</b>	<b>T</b>	<b>1-41</b>
<b>I</b>	<b>1-11: 13-37: 39-42</b>	<b>U</b>	<b>1-46</b>
		<b>W</b>	<b>1-44</b> situated in Meherrin Magisterial District Brunswick County, Virginia

SECTION 2. Property subject to this DECLARATION is the real Property which is, and shall be held, transferred, sold, conveyed and occupied which is located in Meherrin Magisterial District, Brunswick County, Virginia, as shown on map or plat thereof and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia in Plat Book 5, page 142, and more specifically:

Section W - Lots 1-44

**ARTICLE III**  
**Membership and Voting Rights in the Association**

SECTION 1. Membership

- A. Every person who purchases an undivided interest in a lot whether as land contract vendee or fee holder being subject to this DECLARATION and to Assessments as hereinafter provided shall be a member of the Association.
  - 1. Any person or entity who holds such ownership merely as a security for the performance of an obligation shall not be a member.
  - 2. When one or more persons hold joint title to a lot only one shall be recognized as a member for the purposes of voting or for the use of the common properties; and the owners shall submit in writing to the Board the name of a designated principal owner.
- B. Persons not holding an interest in any lot may become a non-voting member of the Association under terms and conditions prescribed by the Board.

SECTION 2. Voting Rights

- A. The Association shall have one class of voting membership: Voting members shall be those persons who meet the definition of owner; provided, however, that no Assessments delinquency exists at the time when voting occurs on any question on which the membership may vote.
- B. Subject to the provisions of Section 2, paragraphs A, and D, members shall be entitled to vote for:
  - 1. Any increase in the Annual Maintenance Assessment;
  - 2. The election of Board Members;
  - 3. The mortgaging of the common properties; and
  - 4. Revisions to this DECLARATION unless mandated by state law.
- C. The Quorum for each vote by the membership shall be as follows:
  - 1. Increase in the Annual Maintenance Assessment - 60% of the total membership voting in person or by absentee ballot, with two-thirds voting the affirmative.
  - 2. Election of Board Members - simple majority of the votes cast by members voting in person or by absentee ballot for the number of candidates to be seated in the rotation sequence established Absentee ballot for the number of candidates to be seated in the rotation sequence established by By-Law.
  - 3. Mortgaging of the common properties - 60% of the total membership voting in person or by absentee ballot, with two-thirds voting in the affirmative. This vote shall be exercised only when funds are not otherwise available to defray, in whole or in part, the cost of new services not currently provided; and
  - 4. Revisions to this DECLARATION - two thirds of the membership voting in the affirmative either in person or by absentee ballot, unless revisions are necessitated by amendments to Chapter 26, Title 55, Code of Virginia.
- D. When one or more persons holds a deeded interest in a lot, all such persons shall not cast a vote, but the vote may be exercised as they may agree. In no event shall more than one vote be cast per lot, but any individual owner of multiple lots may cast one vote for each lot owned.

**ARTICLE IV**  
**Property Rights in the Common Property**

- SECTION 1. Subject to the provisions of Sections 2, and 3, of this ARTICLE and Section 1., A., 2., of ARTICLE III, every member shall have a right to the use and enjoyment of the common properties, and shall be appurtenant to and pass with the title to every lot.

- SECTION 2. A member's right to the use and enjoyment of the common properties shall be subject to:
- A. Payment by May 1 of each year the Annual Maintenance Assessment provided for in ARTICLE V, and any Capital Improvement Assessment approved by a vote of the membership, and any Special Assessment levied by the Board; and
  - B. Payment by May 1 of each year any user, admission, or membership fee which may be established by the Board.
- SECTION 3. The Board shall be authorized to suspend the use and enjoyment of the common properties for any period during which any Assessments, user, admission or membership fee remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations, subject to meeting the hearing requirement set forth in Section 3., ARTICLE XI.

## **ARTICLE V**

### **Covenant for Maintenance Assessment**

- SECTION 1. An Annual Maintenance Assessment on each lot shall be collected and administered by the Board for the purpose of operating, maintaining, and improving the common properties; including but not limited to the costs of administration, labor, materials, equipment and the management and supervision thereof.
- SECTION 2. The rate of the Assessment shall be at the rate established by a vote of the membership.
- A. Written notice of a meeting to consider [1] an increase in the Assessment, or [2] the mortgaging of the common properties shall be sent to all members at least thirty days in advance of such meeting and shall set forth the purpose of the meeting.
  - B. If the quorum required by Section 2., paragraph C., 3., of ARTICLE III is not forthcoming at an initial meeting, another meeting may be called subject to notification set forth above, and the required quorum shall be one-half of the required quorum at the preceding meeting; provided, however that no subsequent meeting be held more than sixty days following the preceding meeting.
- SECTION 3. The Annual Maintenance Assessment and any Special Assessment shall become due and payable on May 1 of each year. No adjustments or proration shall be made.
- A. One Assessment shall be charged to each lot; and should the Board authorize the subdivision of any lots when so requested by one or more owners as provided for the Association's amended property deed, no loss of Assessment shall result therefrom.
  - B. All properties to the extent of any easement and accepted by public authority and devoted to public use, and all common properties as heretofore defined are exempt from the Assessment and one-time Capital Improvement Assessment.
- SECTION 4. The Annual Maintenance Assessment and any Special Assessment constitute a lien on lots and a personal obligation. That is, each present and subsequent owner by accepting a conveyance for a lot within the properties, whether or not it is expressed in any deed or conveyance, shall be deemed to covenant and agree to pay the Assessments provided for herein. Each such Assessments, together with such penalty and interest as may accrue for nonpayment and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessments are made.
- A. Said Assessments, together with such penalty and interest as may accrue, and the cost of collection thereof shall also be the personal obligation of the person who was the owner at the time said Assessments fell due.

- B. No lot shall be deeded, sold, transferred or otherwise conveyed while any Assessments, penalty, interest or cost of collection thereof remains an outstanding obligation.

SECTION 5. The effect of nonpayment of Assessments by May 31 of each year shall be that such Assessments become delinquent and shall, together with such penalty and interest thereon and cost of collection thereof, become a continuing lien on the property shall bind such property in the hands of the then owner, his heirs, devisee, personal representatives and assigns. The personal obligation of the then owner to pay such fees shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

- A. When delinquency is established by reason of nonpayment by May 31 of each year, a penalty fee not to exceed \$15 shall be added thereto and from that date interest at the rate of 18% per annum shall be added to the delinquent balance.

1. In order to perfect the lien given by this Section, the Board shall file before the expiration of twelve months from the time such Assessments became due and payable in the Clerk's Office of Brunswick County or Mecklenburg County, Virginia as applicable, a memorandum, verified by the oath of President of the Board, which contains:

- a. The name of the Association;
- b. A description of the lot;
- c. The name or names of the persons constituting lot owners;
- d. The amount of unpaid Assessments currently due or past due relative to such lot together with the date when each fell due;
- e. The date of issuance of the memorandum;
- f. The name and address of the Association's Registered Agent; and
- g. A statement from the President of the Board that the lien is obtained in accordance with the provisions of the Virginia Property Owner's Association Act [55-56], Code of Virginia.

2. Prior to filing a memorandum of lien, a written notice of delinquency shall be sent to the property owner by certified mail informing the owner that a memorandum of lien will be filed. The notice shall be sent at least ten days prior to the actual filing date of the memorandum of lien.

- B. No suit to enforce any lien shall be brought after twenty four months from the time when the memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this Section. Nothing herein shall extend the time within any such lien may be perfected.
- C. When payment or satisfaction is made of debt secured by the perfected lien, said lien shall be released in accordance with the provisions of the Code of Virginia [55-66.3].
- D. Any lien shall be prior to all other subsequent liens and encumbrances except real estate tax liens on that lot, sums unpaid on and owing under any deed of mortgage of deed of trust; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale of such property under foreclosure of the deed of trust or mortgage. Such sale or transfer shall not relieve such property from liability or any Assessments thereafter becoming due, nor from the lien of any subsequent Assessments.

SECTION 6. The Board may increase the rate of the Annual Maintenance Assessment; provided, however, that it has the affirmative vote of the membership as provided in Section 2 of this ARTICLE.

**ARTICLE VI**  
**Access to Association Records**

- SECTION 1. The Board shall maintain detailed records of the operation and administration of the Association including income received and expenses incurred
- A. All books and records kept on behalf of the Association shall be available for examination and photocopying by a member of the Association in good standing or its authorized agent. The right of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours or at a mutually convenient time and location and upon five days written notice.
- B. Books and records may be withheld from inspection to the extent that they concern:
1. Personnel records;
  2. An individual's medical records;
  3. Records relating to business transactions currently in negotiation;
  4. Privileged communication with legal counsel; or
  5. Complaints against an individual member of the Association.
- C. The Board may impose and collect a charge, reflecting the actual cost of materials and labor, prior to providing copies of any books and records to a member in good standing under this Section.

**ARTICLE VII**  
**Disclosure Statement by Owner**

- SECTION 1. The seller of any lot located on the property of the Association shall:
- A. Insert or cause to be inserted in a contract for sale or resale of his property, in bold print or underlined, language to the effect that:
1. The property is located within a development which is subject to the Virginia Property Owner's Association Act; and
  2. The Act requires the Association to provide the seller, within fourteen days of a written request and payment of the appropriate fee, with a disclosure packet which the seller, upon written request by the purchaser, will request from the Board and upon receipt thereof provide to purchaser.
- B. The failure of disclosure shall be grounds for the voidance of the contract by the purchaser. Except for knowing or willful misrepresentation, the broker or sales person or attorney for failure to cause disclosure shall be voidance of the contract.

**ARTICLE VIII**  
**Association Disclosure Packet**

- SECTION 1. The Association, through the Board, shall provide to the seller of the property within fourteen days of the actual receipt of a written request therefor and receipt of the appropriate fee, a disclosure packet to contain:
- A. The name of the Association, that it is incorporated in Virginia, and the name and address of its Registered Agent;
- B. A copy of the current DECLARATION and the Association's Articles of Incorporation and By-Laws and rules and regulations, or architectural guidelines promulgated by the Board;

- C. A copy of the Association's current budget or a summary thereof, and a statement of income and expenses; or statement of its financial condition for the last fiscal year for which such a statement is available.
  - D. A statement, including the amount of all Assessments and any other mandatory fees or charges currently imposed applicable to the property being purchased and to the right of use of common areas, and the status of the account;
  - E. A statement whether there is any other entity or facility to which the owner may be liable for fees or other charges;
  - F. A statement of any capital expenditure anticipated within the current year and, where available, the two succeeding fiscal years;
  - G. A statement or a summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board for a specified project;
  - H. A statement of the nature of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the property being purchased;
  - I. A statement as to whether any notice has been given to the seller that a violation of this DECLARATION exists;
  - J. A statement setting forth all insurance coverage, including any fidelity bond, maintained by the Association, and;
  - K. A summary statement of employee salaries will be included.
- SECTION 2. The disclosure packet, once received by the seller from the Board, shall be delivered by the seller to the purchaser upon the written request of the purchaser. The Board shall have no obligation to deliver the packet to the purchaser of the property. This disclosure packet shall not, in and of itself, be deemed a security deposit within the meaning of 13.1-501 of the Code of Virginia.
- SECTION 3. The Board may charge a fee for the preparation and issuance of the disclosure packet, and the fee shall reflect the actual cost of preparation, but shall not exceed \$100.
- SECTION 4. When a disclosure packet has been issued the Board shall, as to the purchaser, be bound by the statements set forth therein as to the status of the Assessments Account and the status of the property with respect to any violations of this DECLARATION as of the date of the statement unless the purchaser had actual knowledge that the contents of the disclosure packet were in error.
- SECTION 5. If the Board when requested to provide a disclosure packet and having been paid the appropriate fee fails to do so within fourteen days from the date of actual receipt of a request, shall be deemed to have waived any claim for delinquent Assessments and any violations of this DECLARATION, By-Laws, rules and regulations Architectural guidelines existing as of the date of the request with respect to the subject property. The Board shall be liable to the seller in an amount equal to the actual damages sustained by the seller in an amount not to exceed \$500. The purchaser shall, nevertheless, be obligated to abide by this DECLARATION, By-Laws, rules and regulations and architectural guidelines as to all matters arising after the date of the settlement of the sale.
- SECTION 6. The disclosure packet need not be prepared or delivered in the case of:
- A. A gratuitous disposition of property;
  - B. A disposition of property pursuant to court order if the court so directs; or
  - C. A disposition of property by foreclosure or deed in lieu of foreclosure.

SECTION 7. In any transaction in which a disclosure packet is required and a trustee acts as the seller in the sale or resale of property, the trustee shall obtain the packet from the Board and provide it to the purchaser if so requested by the purchaser.

## **ARTICLE IX**

### **Architectural Control Committee**

SECTION 1. An Architectural Control Committee shall regulate building upon the properties.

- A. The President of the Board shall appoint three or more members of the Association as an Architectural Control Committee each of whom shall serve at his discretion.
- B. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or modification be made to an existing structure without the written approval of the Committee.
- C. Every owner prior to placing any structure upon any lot shall submit in writing to the Committee precise plans and specifications showing the nature, kind, shape, size, materials and location of any and all structures.
- D. If the committee fails to communicate either approval or disapproval in writing to a requesting owner within sixty days after said plans and specifications have been received by the Committee, or if no suit to enjoin the owner action occurs prior to the completion thereof, this ARTICLE shall be deemed to have been complied with.
- E. The Committee shall tour the properties of the Association at least four times annually to ensure owner compliance with the provisions of ARTICLE X, Sections 1.,3., and 4.

1. Owners found to be in violation shall be notified in writing by the Chairman of the Committee of the specific violations, and the owner shall be given thirty days in which to bring the property into compliance with the provisions of his ARTICLE.

2. Failure of the owner to bring the property into compliance shall result in the filing of a suit against the owner by the Board pursuant to ARTICLE XII.

## **ARTICLE X**

### **Building and Use Limitations**

SECTION 1. All building lots identified in ARTICLE II shall be subject to the limitations, restrictions and specifications set forth herein. The purpose of building and use limitation is to maintain an attractive residential environment, to prevent nuisances, to maintain the desirability of the community and thereby ensure for each owner the full benefits and enjoyment of his home with no greater restrictions than are necessary.

- A. Requests by owners for reasonable modifications to the limitations, restrictions and specifications established herein shall be directed to the Architectural Control Committee for review and referral to the Board. Should the Board approve such request, it shall be transmitted in writing to the owners of lots adjoining each side of the lot for which the variance is requested. If both owners of adjoining lots consent in writing to the requested variance the Board may grant the requested variance by written notice; however, should either or both adjoining owners fail to consent the Board shall deny the requested variance by written notice. Should all parties grant a variance, when recorded it shall be binding and accepted as a modification to this DECLARATION.

- B. No original lots or group of lots shall be subdivided without the written approval of the Board; and in no case shall any original lots lose their alphanumeric identifier.
- C. No animals, livestock or poultry of any kind shall be raised or kept on any lot, other than dogs, cats or other domestic household pets; provided, however, that they shall not be maintained for commercial purposes and provided that they shall meet the requirements of the state of Virginia for disease control and licensure. Pets shall not be permitted freedom of movement to the point of becoming a public nuisance or a threat to the safety of owners.
- D. Trash, garbage and other refuse shall be kept in sanitary, secure containers or incinerators, and such containers shall be maintained in a clean and sanitary condition.
- E. All fuel oil tanks shall be underground or adequately concealed from sight.
- F. All residential structures shall meet the minimum requirements of and be approved by the Health Department of Mecklenburg County or Brunswick County, Virginia, as applicable relating to plumbing, septic tanks, wells and disposal of refuse.
- G. Easements are reserved unto the Board for the purpose of conveying to public utility companies the necessary easements for utilities along and within ten feet of the front line, rear line and side lines of all building lots for the construction and perpetual maintenance of conduits, poles, wires for electrical fixtures, telephone and other public and quasi public utilities. Said easements shall include providing drainage and the trimming or removal of trees which at any time may interfere or threaten to interfere with the maintenance of service, or the right of ingress and egress from and across premises to employees of said utilities. Said easement shall also extend along any owner's side, rear and front property lines in cases of fractional lots. The owner of adjoining lots may build across lot lines and easement shall not apply to said line; provided, however, that such structure shall not be placed thereon prior to the application of this easement if wires or cables pass over some portion of properties not within the easement; provided, however, that such lines do not hinder construction on the properties.

SECTION 2. Owners of lots and occupants of dwellings abutting on the golf course shall extend to all golfers the courtesy of allowing them to retrieve errant golf balls which when struck may come to rest on any lot, provided; however, that recovery does not damage flowers, shrubs, or the property in general. No fence or wall shall be erected or allowed to remain nearer than twenty five feet to any property line parallel of the area of play.

SECTION 3. No structure of a temporary nature, basement, tent, shack, garage, barn, or other outbuildings shall be occupied on any residential lot either temporarily or permanently; except as provided in Section 10 of this ARTICLE.

SECTION 4. No sign or any kind of advertising device shall be displayed on any lot except one sign of not more than one square foot bearing the name, telephone number and the address of an owner or Realtor, other than signs used by a builder to advertise a new dwelling not previously occupied. No advertising devices shall be posted at any location other than the property offered.

SECTION 5. Dwellings may be of the stick-built, precut, modular, double-wide or mobile home variety as hereinafter specified by lot sections. Modular construction is that construction certified and labeled as such by the manufacturer as opposed to certification and labeling as a double-wide or mobile home by the manufacturer.

SECTION 6. Dwellings placed on lots in Sections A, B, F, and H shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Double-wide or mobile homes are not permitted; and all other dwellings shall have a minimum enclosed living area of 1,000 square feet exclusive of open porches or attached garages.

- B. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one or two-family dwellings and private garages or outbuilding incidental thereto. All building materials used in the construction of a dwelling or any outbuilding incidental thereto shall be of new materials and no concrete blocks except for foundations, asphalt shingles, tarpaper or related materials shall be used as an exterior building material. All dwellings shall have a solid wall foundation, except porches, and all exterior construction shall be completed within six months from the start of construction.
- C. No dwelling shall be located nearer than eight feet to the lot line on each side nor nearer than twenty-five feet to the front [street side] property line, nor nearer the street than the set-back line indicated on the recorded plat.

SECTION 7. Dwellings placed on lots in Sections G, I, K, and L shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Double-wide or mobile homes are not permitted; and all other dwellings shall have a minimum enclosed living area of 1,200 square feet exclusive of open porches or attached garages.
- B. The provisions cited in paragraphs B., and C., of Section 6. Above shall apply; except that lots L-21 and L-22 are designated "Commercial Use Only" which shall include, but not limited to "General Mercantile Sales".

SECTION 8. Dwellings placed on lots in Sections C, D and E shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are not over two years of age at the time of placement, and that the appearance shall be approved by the Architectural Control Committee, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or
- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.

SECTION 9. Dwellings placed on lots in Sections M, N, O, P, S, T and U shall comply with Sections 1 through 5 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are new at the time of placement, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or
- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.
- C. Each lot in Section U is subject to an agreement between the Developer and Mosely Nash Enterprises, Inc., and water used on each lot shall be obtained at the fees set forth in said agreement which is recorded in the Clerk's Office, Circuit Court, Mecklenburg County, Virginia.

SECTION 10. Dwellings placed on lots in Sections W shall comply with Sections 1 through 6 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are not over six years of age at the time of placement, and that the appearance shall be approved by the Architectural Control Committee, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or

- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.
- C. Camping is permitted subject to the following limitations:
  - 1. Prior written approval of the Board;
  - 2. Placement for a period not to exceed sixty aggregate days of travel trailers, tent trailers, RVs, pickup truck campers, tents or other such vehicles is authorized. Any authorized camping unit which remains in place for sixty consecutive days shall be deemed “occupied” and shall be ordered removed.
  - 3. All camping locations shall be maintained in a neat, clean and sanitary condition at all times and no refuse, waste, garbage, junk, debris or any similar material shall be accumulated upon the premises. Any structure of a temporary nature used in conjunction with camping activity shall be removed when not in use; however, hardstands constructed and maintained as a camping vehicle parking space or tent floor, approximately level with surrounding ground, may remain.
  - 4. No approved camping unit shall be located nearer than thirty feet to any street right of ways, nor nearer than ten feet to adjacent property lines, nor within fifty feet from the normal water level of Gaston Lake;
  - 5. No outside toilet shall be allowed on premises and no untreated waste shall be permitted to enter Gaston Lake or any tributaries, and no sewage, garbage, liquid or solid waste disposal systems, pits, post holes, buried metal drums or similar operations shall be permitted; and
  - 6. All camping locations may be inspected weekly by the Architectural Control Committee to ensure compliance with the restrictions set forth herein.

**ARTICLE XI**  
**Adoption and Enforcement of Rules**

- SECTION 1. The Board shall have the power to establish, adopt and enforce rules and regulations with respect to the use of common areas and with respect to such other areas of responsibility assigned to the Association by this DECLARATION, except where expressly reserved by this DECLARATION to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the Association. The members of the Association may, by a majority of the members present in person or voting by absentee ballot, at a meeting convened and called for that purpose, repeal or amend any rule or regulation adopted by the Board.
- SECTION 2. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application of injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorney's fees.
- SECTION 3. The Board shall have the power to seek injunctive relief in the name of the Association from the Circuit Court of Mecklenburg County, Virginia or the Circuit Court of Brunswick County, Virginia against any member for violation of this DECLARATION or rules or regulations for which the member or his family members, tenants, guests or other invitees are responsible. Before such injunctive relief is sought, the member shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record at least fourteen days prior to the hearing. The Board may ask the court for the costs associated with their action of enforcement.

**ARTICLE XII**  
**Compliance with Declaration**

SECTION 1. Every owner, and all those entitled to occupy a lot shall comply with all provisions of this DECLARATION. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity maintainable by the Board, or in any proper case, by one or more aggrieved owners on their own behalf or as a class action. The prevailing party shall be entitled to recover reasonable attorney's fees and costs expended in the matter.

**ARTICLE XIII**  
**General Provisions**

SECTION 1. The covenants and restrictions of this DECLARATION shall run with and bind the land and shall ensure to the benefit of the individual owners, heirs or successors until such time as circumstances and events shall cause the membership to approve it's revision, or until revision is required by the virtue of state law.

SECTION 2. Any notice required to be mailed to any member under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known mailing address of the member whose name and address appear on the records of the Association at the time of mailing. Members shall report any change of property ownership or mailing address to the Board within thirty days of such change.

SECTION 3. Invalidation of any part or provision of this DECLARATION by judgment of court order shall in no way affect other parts or provisions which shall remain in full force and effect.

IN TESTIMONY THEREOF, Tanglewood Shores Association, Inc., has caused this instrument to be executed in the corporate name of its President, attested by its Secretary, all as the act and deed of said Corporation and by authority of its Board of Directors duly and legally, this day and year first above written.

\_\_\_\_\_, President  
Mike Hauenstein,  
Tanglewood Shores Association, Inc.

\_\_\_\_\_, Secretary  
Louise Tanner  
Tanglewood Shores Association, Inc.

The 1993 Cumulative Supplement to the Code of Virginia contains an amendment to Chapter 26, Title 55 of the Code (Virginia Property Owner's Association Act), which necessitates an amendment to the Protective Covenants of the Association without a vote of the membership.

55-514 of the Code now reads:

"In addition to all other assessments which are authorized in the declaration, the Board of Directors of an association shall have the power to levy a special assessment against its members if the purpose in so doing is found by the board to be in the best interests of the association and the proceeds of the assessments are used primarily for the maintenance and upkeep, including capital expenditures, of the common area."

In order for the Association to come into compliance with the amended Code, the following changes to the Covenants are directed by the Board as indicated below.

- On page 3, ARTICLE III, Section 2, Paragraph B., delete subparagraph 3., and renumber 4 and 5 as 3 and 4.
- On page 3, in ARTICLE III, Section 2, Paragraph C., delete subparagraph 3., and renumber 4 and 5 (on page 4) as 3 and 4.
- On page 4, in ARTICLE IV, Section 2, Paragraph A., change to read, "Payment by May 1 of each year the Annual Maintenance Assessment provided for in ARTICLE V approved by a vote of the membership, and any special assessment levied by the Board."
- On page 4, in ARTICLE V, Section 2, Paragraph A., delete the sentence beginning [2], and renumber as [3] as [2].
- On page 5, in ARTICLE V, Section 3, in the first sentence, delete the phrase one-time Capitol Improvement, and write "special."
- On page 5, in ARTICLE V, Section 4, in the first sentence, delete the phrase one-time Capital Improvement, and write in "special."

Two other pen changes are necessary as a result of amendments to the Code:

- On page 5, in ARTICLE V, Section 5, Paragraph A.1, in the second sentence, delete the word six, and write in "12."
- On page 8, in ARTICLE VIII, Section 1, add a new Paragraph K. to read: "A summary statement of employee salaries will be included."

\*These amendments are made pursuant to the 1993 cumulative Supplement to the Code of Virginia, and are adopted by the Board of Directors, Tanglewood Shores Association, Inc. On this 25th day of June, 1994, and are effective upon recordation with the Clerk of the Circuit Court of Mecklenburg County and Brunswick County, Virginia respectively.