



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Ronald L. Smallwood Jr.

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Friday, August 23rd, 2024 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. +/- 6.49 acres; Tax Map #0460400800; ADMIRALS LANDING LOT 8 SEC 1; Deed Book 1193 Page 2582

Address: Lot 8 Admirals Way, Glade Hill, VA 24092

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, August 23rd, 2024 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, October 7th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

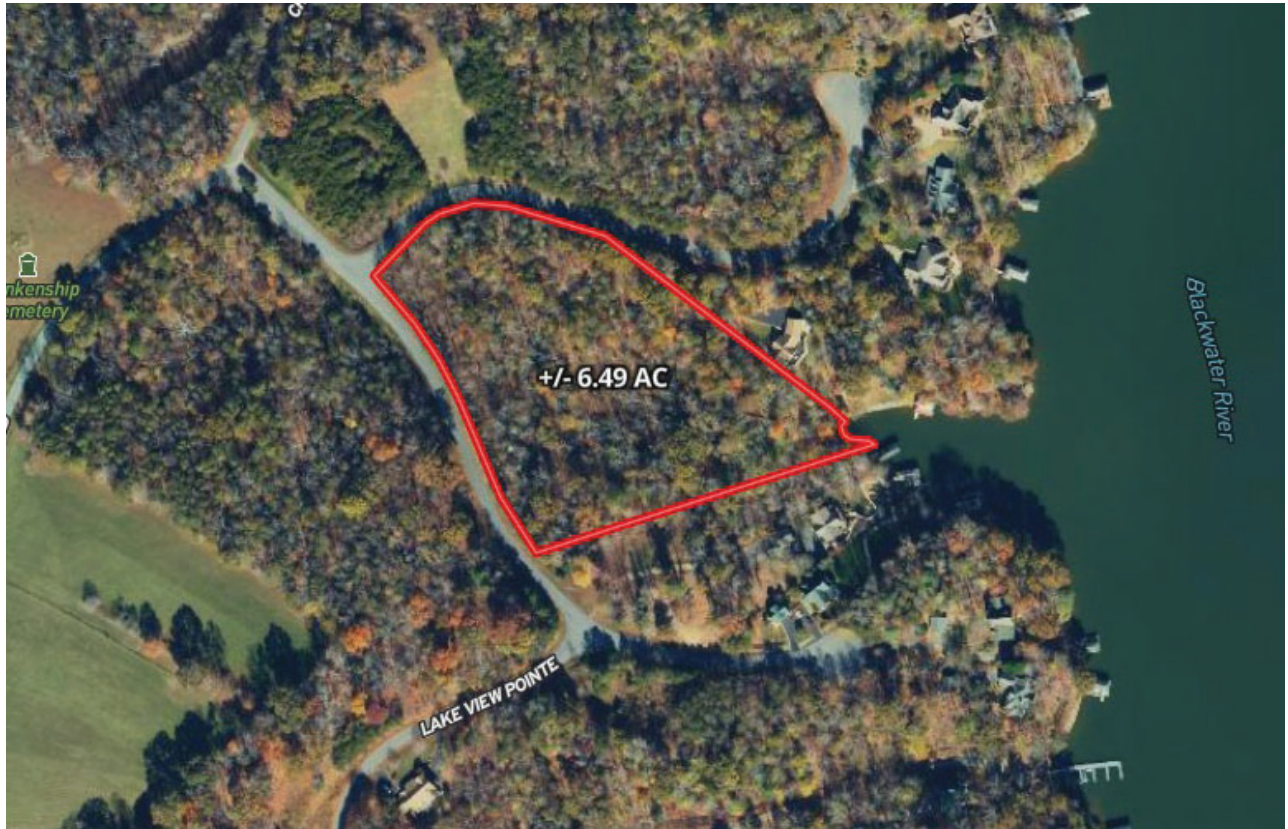
Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Aerial



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

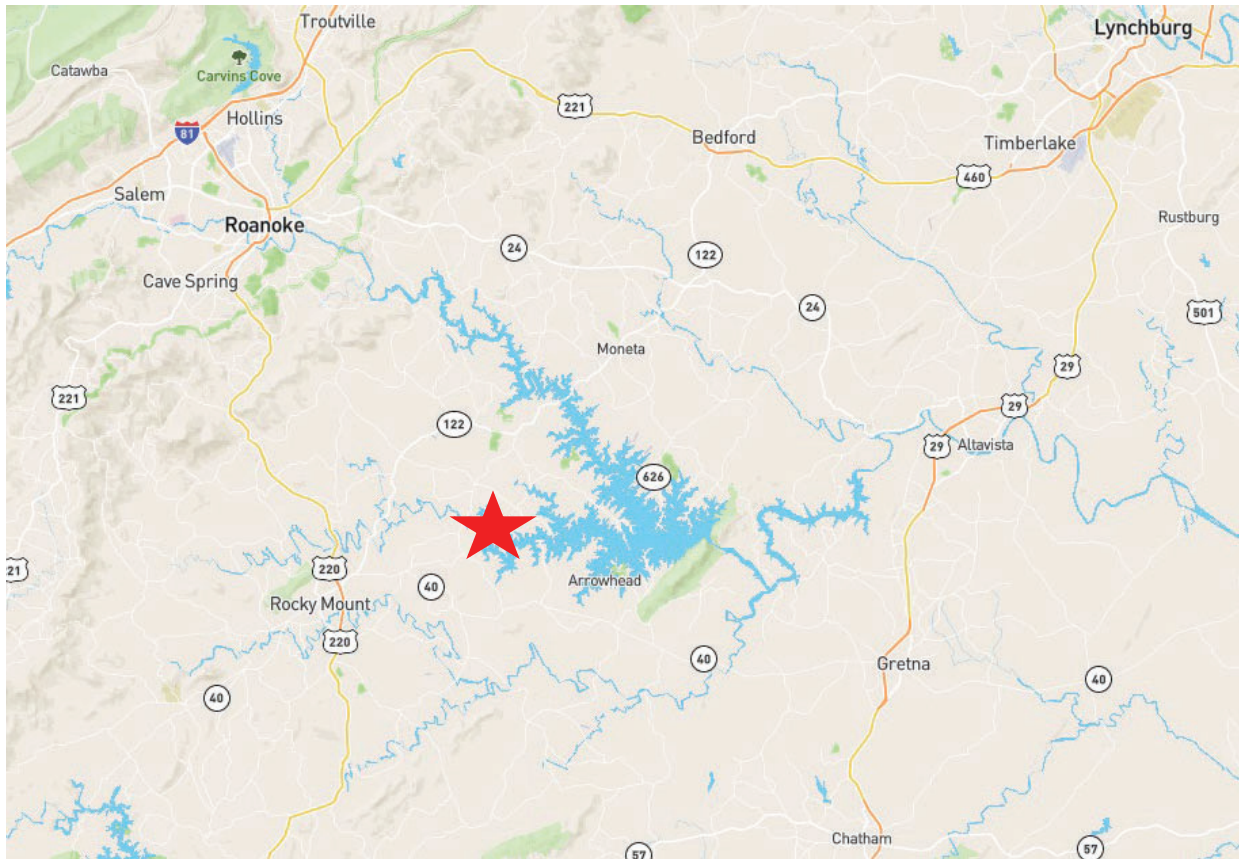
Lot 8 Admirals Way,
Glade Hill, VA 24092

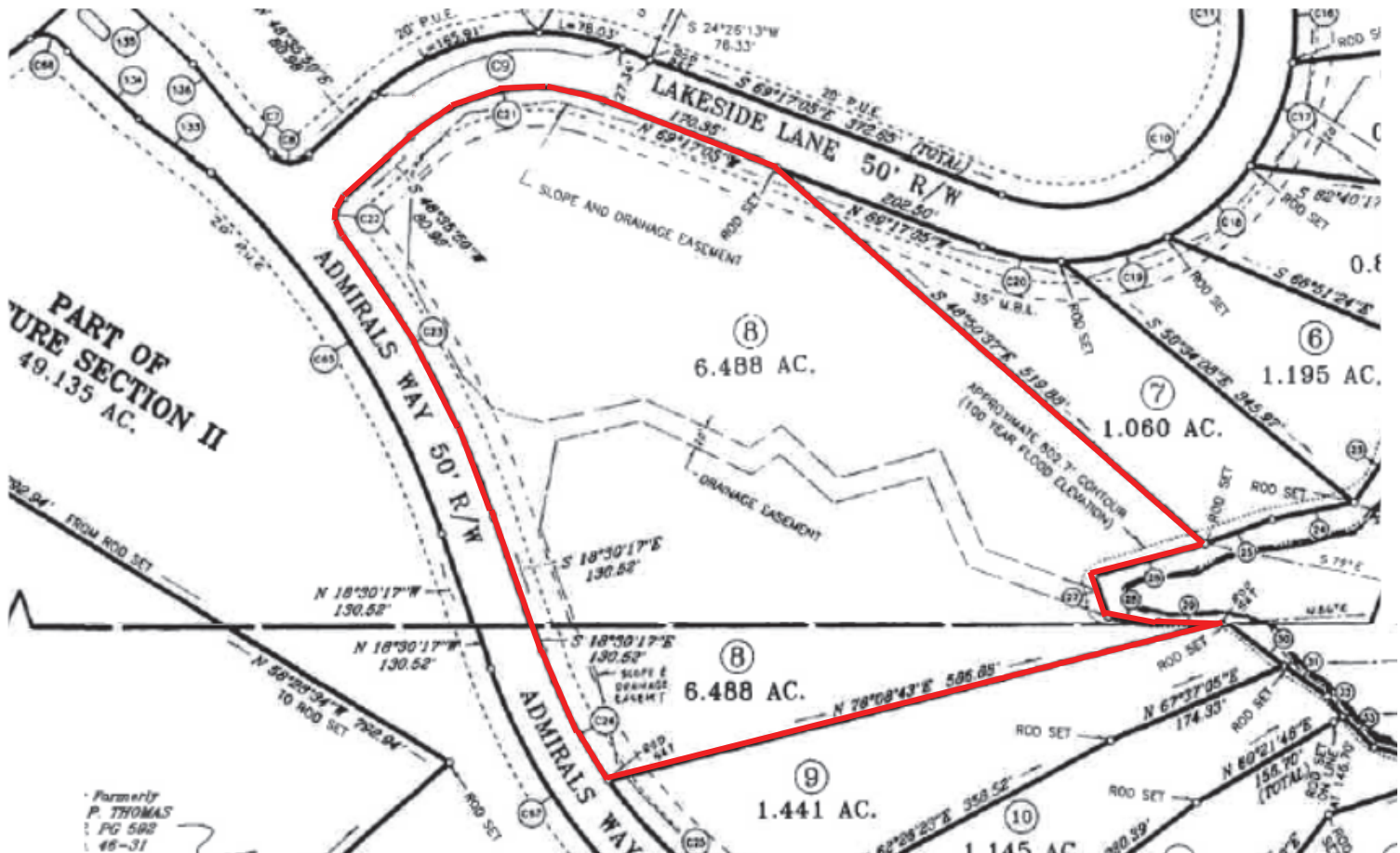




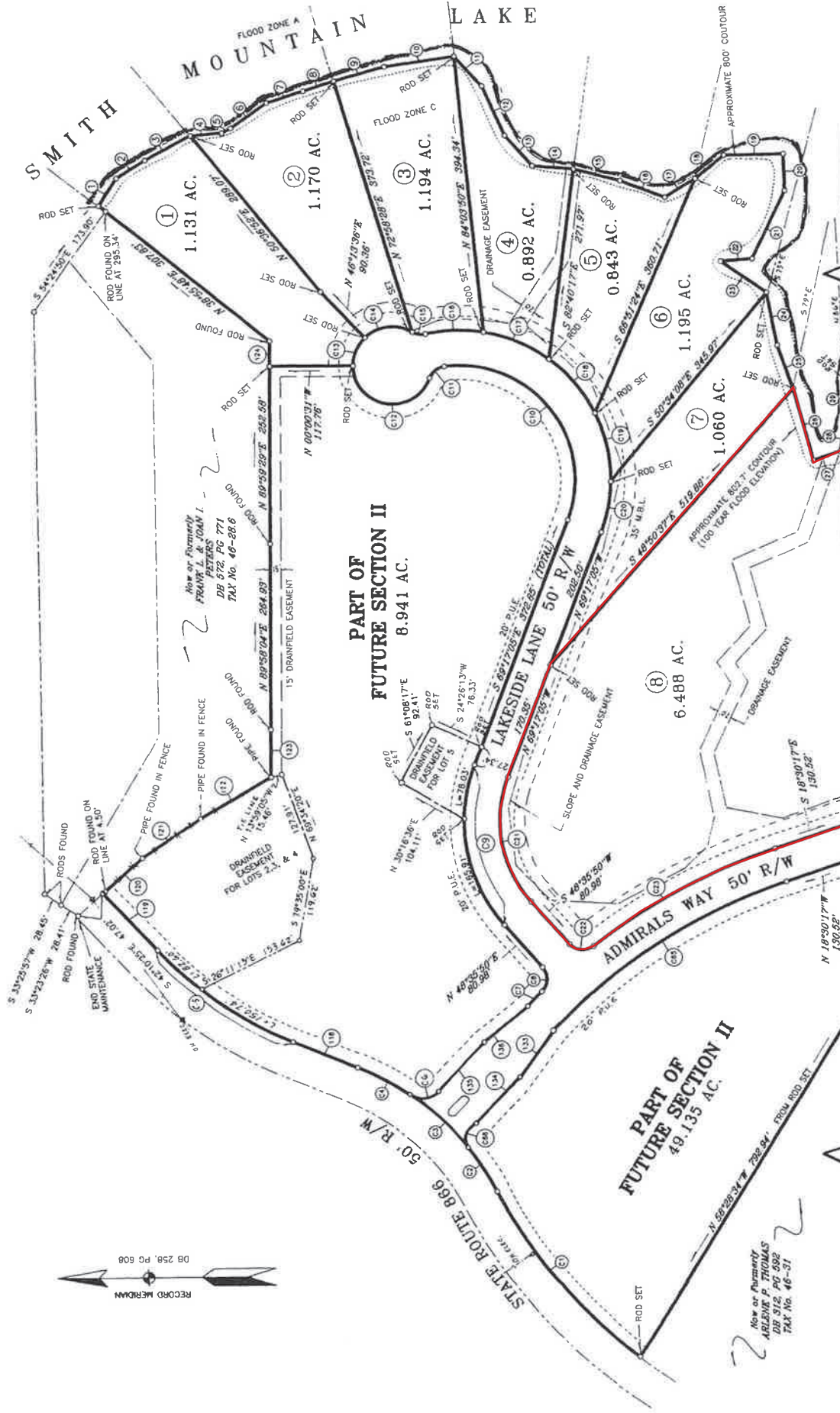
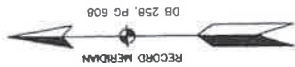
Location

Lot 8 Admirals Way,
Glade Hill, VA 24092





BK 0631 PG 00987
B0631 PG 00987



MATCH LINE

SEE SHEET 4

NOTE: SEE PLAT ON FILE AT THE FRANKLIN COUNTY HEALTH DEPT. FOR LOCATION OF DRAINFIELDS AND WELLS.



CORNERSTONE LAND SURVEYING, INC.
250 SOUTH MAIN STREET
P.O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-489-3590

FINAL PLAT
SECTION I
ADMIRALS LANDING
SUBDIVISION



SHEET 3 OF 5
FIELD BOOK NO. 108 PG. 175-177, DRAWING NO. C-1076

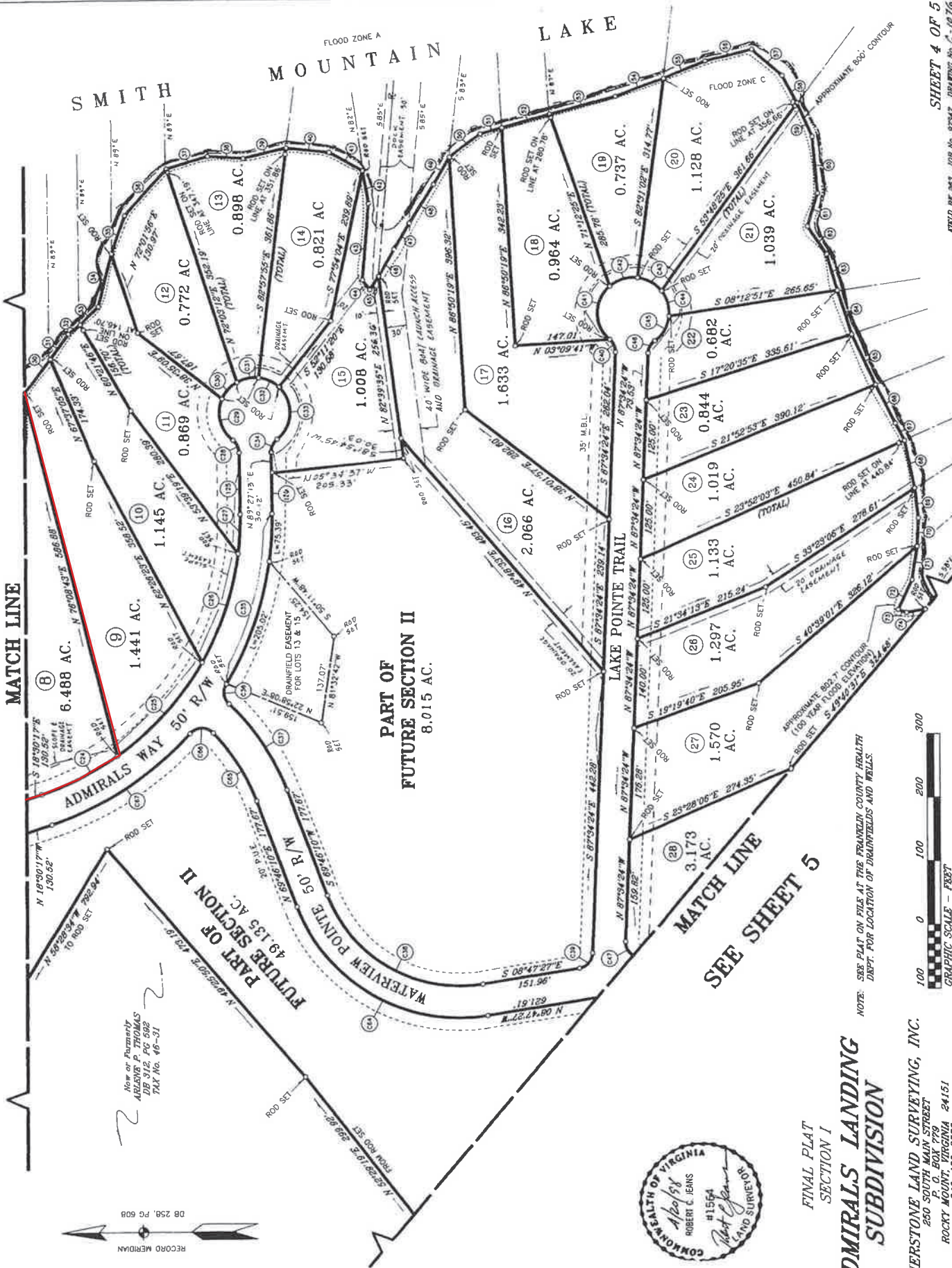
BK0631 PG 00988

SEE SHEET 3

MATCH LINE



Now or Formerly
ARLENE P. THOMAS
DB 312, PG 682
TAX No. 46-31



PART OF
FUTURE SECTION II
8.015 AC.

SEE SHEET 5



FINAL PLAT
SECTION I

**ADMIRALS LANDING
SUBDIVISION**

CORNERSTONE LAND SURVEYING, INC.
250 SOUTH MAIN STREET
P.O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-486-3690

NOTE: SEE PLAT ON FILE AT THE FRANKLIN COUNTY HEALTH
DEPT. FOR LOCATION OF DRAINFIELDS AND WELLS.



SHEET 4 OF 5

FILED REC 263, 108 No. 87547, DRAWING No. C-1076

220002816 BK 1182 PG 1047

Prepared By: Tracy Bryan Horstkamp, Esquire
1184 Hawling Place, SW, Leesburg, VA 20175
Phone: 703.669.4935 VA Bar #39623

Return to: Anchor Title SML, LLC
130 Scruggs Road, Suite 202, Moneta, Virginia 24121
File Number: SMALLWOOD-22-03

Title Insurer: Old Republic National Title Insurance Company

Tax Id. No: 0460400800

Grantees Address: 91 1254 Kaiokia St, Ewa Beach HI 96706

Consideration: \$139,900.00
Assessed Value: \$123,400.00

--- DEED ---

THIS DEED is made this 5 day of April, 2022 by and between **THOMAS J. OREL**, widower and surviving tenant of a tenancy by the entirety with the common law right of survivorship, as Grantor, and **RONALD L. SMALLWOOD, JR.**, unmarried, as Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple, with General Warranty with English Covenants of Title, unto the Grantee, as sole owner, the following described property, with improvements thereon, located in the County of Franklin, Virginia (the "Property"):

LOT 8, ADMIRALS LANDING SUBDIVISION, SECTION I, containing 6.488 acres, more or less, and being more particularly shown and described according to plat of survey prepared by Cornerstone Land Surveying, Inc. (Robert C. Jeans, L.S.), dated April 20, 1998, and being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 631, at Page 985-989. Reference to the said Cornerstone survey is made for a more complete and particular description of the subject property and as a means of incorporation by this reference hereto.

TOGETHER WITH a permanent easement over and across that land adjoining the subject lot along the 800 foot contour, by an extension of the side lot lines (which

DS
RLSJ

extension area is shown and designated on the paid Cornerstone survey) so as to provide unrestricted access to the lawful use and enjoyment of the waters of Smith Mountain Lake; and,

TOGETHER WITH AND SUBJECT UNTO the use and enjoyment of the Subdivision common areas.

This conveyance is made subject to the following:

(i) the disclosures as are set forth on and by the recorded plat of Admirals Landing Subdivision (of record in the aforesaid Clerk's Office in Deed Book 631 at Page 985-989);

(ii) to the Declaration of Restrictive Covenants of Admirals Landing recorded in the aforesaid Clerk's Office in Deed Book 631 at Page 995; and the Declaration Covenants, Conditions and Restrictions of Admirals Landing recorded in the aforesaid Clerk's Office in Deed Book 631 at Page 1003; and

(iii) Flowage easement granted Appalachian Power Company by Deed dated August 14, 1961, and recorded in the aforesaid Clerk's Office in Deed Book 188 at Page 248.

And being the same property conveyed unto Thomas J. Orel and Paula Renee Newland, husband and wife, as tenants by the entirety with the common law right of survivorship, by Deed dated May 5, 2000, and recorded in Deed Book 0674 at Page 00071, among the aforesaid land records. Said Paula Renee Newland departed this world October 22, 2009, and by operation of law, title vested solely in Thomas J. Orel.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signature and seal:

Thomas J. Orel
Thomas J. Orel



STATE OF N.C.:
CITY/COUNTY OF Brunswick:

The foregoing instrument was acknowledged before me this 5 day of April, 2022, by Thomas J. Orel.

Daniel Todd Skinner
NOTARY PUBLIC

My commission expires: Nov 8, 2025
Notary Registration No.: 202031800017

INSTRUMENT 220002816
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY CIRCUIT ON
APRIL 8, 2022 AT 11:23 AM
\$140.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$70.00 LOCAL: \$70.00
TERESA J. BROWN, CLERK
RECORDED BY: AMT

Franklin County, VA

Property Information



Disclaimer: While every effort has been made to ensure the accuracy of the information presented, Franklin County is not responsible for the accuracy of the content contained here in and will not be liable for its misuse or any decisions based on this report's contents.

Tax Map #:	0460400800	Card:	1
911 Address:			
Owner:	SMALLWOOD RONALD (TRUSTEE)		
Owner Address:	91 1254 KAIOKIA ST EWA BEACH HI 96706		
Consideration:	\$0	Sale Date:	12/26/2022
Grantor:	SMALLWOOD RONALD L JR		
Deed Book/Page	Plat Book/Page	Instrument	
1193/2582	631/985	9142	
Total Assess Valued	Land Value	Improvement Value	Land Use Program Value
\$123,400	\$123,400	\$0	\$0
Acreage:	6.488	Zoning:	A1
Occupancy:	Use Class:		
VACANT LAND	SINGLE FAMILY SUBURB		
Right of Way:	PRIVATE	Surface:	PAVED
Terrain:	ON GRADE	Characteristic:	ROLLING/SLOPING
Water:	NONE	Sewer:	NONE
Stories:	0	Year Built:	0
Total Rooms:	0	Bed Rooms:	0
Heat:		Foundation:	
Gas:	NO	Roof Type:	
A/C:	NO	Electric:	NO
Fireplaces:	0	Flues:	0
Finished Bsmt Sq Ft:	0	Roofing:	
		Base Living Area:	0
		Flooring:	0

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj.	Unit Total	Utility Value
HOMESITE DEFAULT	1	\$120,000		-0.2	\$96,000	\$0
OTHER	5.488	\$5,000	P	0	\$27,440	\$0
Improvement Description	Unit Length	Unit Width		Unit Condition		Unit Value
No Improvements						

Transfer History

Grantor	Grantee	Deed Ref	Instrument Type	Instrument Year	Instrument Num	Transfer Date	Consideration
OREL THOMAS J & NEWLAND PAULA RIVER OAKS INVESTMENTS OF VIRGINIA	SMALLWOOD RONALD L JR	1182/1047	DB	2022	#2816	4/8/2022	\$139,900
	OREL THOMAS J & NEWLAND PAULA RENEE	674/71		0	#0	5/12/2000	\$149,800
	RIVER OAKS INVESTMENTS OF VIRGINIA	631/976		0	#0	0/0/0	\$0

Legal Description:
ADMIRALS LANDING
LOT 8 SEC 1

 No Sketch Available

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 23rd 2024, between Ronald L. Smallwood Jr. owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. **Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Franklin, Virginia, and described as:

1. +/- 6.49 acres; Tax Map #0460400800; ADMIRALS LANDING LOT 8 SEC 1; Deed Book 1193 Page 2582

Address: Lot 8 Admirals Way, Glade Hill, VA 24092

2. **Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

3. **Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before October 7th 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. **Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials _____

Purchaser's Initials _____

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials _____

Purchaser's Initials _____

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums,

Seller's Initials _____

Purchaser's Initials _____

survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

Seller's Initials _____

Purchaser's Initials _____

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Ronald L. Smallwood Jr. Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____



ROANOKE VALLEY ASSOCIATION OF REALTORS®

Lake Disclosure



(The Lake Disclosure is recommended for use only with
RVAR Listing Agreements and Purchase Agreements - Residential & Lot/Land)

Property Address/ **Lot 8 Admirals Way, Glade Hill, 24092**

Legal Description: Lot 8, Lakeside Lane (the "Property").

The guidelines of the Shoreline Management Plan, which can be found at www.smithmtn.com, are administered by Appalachian Power Company (APCO) for Smith Mountain and Leesville Lakes. The Shoreline Management Plan imposes regulations on the construction, improvement, and rebuilding of structures and vegetation located within the project boundary.

The following checked numbered clauses are made part of the Listing Agreement and shall be made part of the Purchase Agreement.

☒ **1. WATER FRONTAGE:**

Use of all property located below the 800 foot contour for Smith Mountain Lake and 620 foot contour for Leesville Lake may be subject to license from the proper government agencies and the Appalachian Power Company (APCO). Waterfront property is considered property that adjoins the 800 foot contour elevation at Smith Mountain Lake and the 620 foot contour elevation at Leesville Lake (collectively "the Project Boundary.")

Seller represents that the Property (check one):

- ☒ is waterfront property and is contiguous to the Project Boundary of Smith Mountain Lake or Leesville Lake.
- ☐ is not waterfront property but does provide for access by deed or right to the waters of Smith Mountain Lake or Leesville Lake.
- ☐ is not waterfront property and does not provide access to the waters of Smith Mountain Lake or Leesville Lake.

☐ **2. EXISTING STRUCTURE WITHIN PROJECT BOUNDARY**

Seller represents (check one):

- ☐ There is a structure located below the Project Boundary which is appurtenant to the Property. Dock permits issued by APCO must be assigned to Purchaser in order to be valid under the guidelines of the Shoreline Management Plan. If this box is checked complete A-C below.
- ☐ There is a Community or Deeded/Assigned Dock. If this box is checked complete A-C below.
- ☐ There is NOT a structure located below the Project Boundary which is appurtenant to the Property.

(A) Improvements to Convey - Included with the sale of the above real estate (if located within said Property at time of signing this agreement) are the following checked items:

- | | |
|--|---|
| <input type="checkbox"/> Hoist | <input type="checkbox"/> Storage / Utility Building |
| <input type="checkbox"/> Lift | <input type="checkbox"/> Irrigation Pump |
| <input type="checkbox"/> Personal Watercraft Lift/Port | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Floater | <input type="checkbox"/> None _____ |

(B) Dock Type

- | | | |
|--|---|--|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Community Dock | <input type="checkbox"/> Covered Deeded/Assigned Boat Dock # _____ |
| <input type="checkbox"/> Multi-Family/Shared | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Uncovered Deeded/Assigned Boat Dock # _____ |

Lake Disclosure
Rev. 11/2014

(C) Structure Status within Project Boundary:

- ☐ (i) Seller ☐ has or ☒ has not verified the status of structure(s) within the Project Boundary. If verified a copy of the verification is attached hereto.
- ☐ (ii) Seller ☐ does or ☒ does not have knowledge of any pending mitigation required by APCO. If pending mitigation exists, a copy of the requirements are attached hereto.
- ☐ (iii) Common/Community Boat Dock or Seller's deeded/assigned boat slip is not located on Property owned by Seller and APCO will not be notified and verification will not be requested.

☐ **3. INFORMATION REGARDING EXISTING NON-COMFORMING DOCKS**

Docks built prior to August 29, 2003, may not have been built according to the guidelines of the Shoreline Management Plan.

If a dock which was built before August 29, 2003 is destroyed or damaged (as referenced by the Shoreline Management Plan), APCO may or may not allow a property owner, upon receipt of a permit from APCO, to replace a dock within two years of destruction or damage upon the same footprint of the former dock if APCO received, on or before August 31, 2005, Existing Non-Conforming Structure Documentation (ENCSD) which documented the dock as it was built prior to August 29, 2003.

Check appropriate box:

- ☐ (A) Seller certifies ENCSD documents were submitted to APCO and copies are attached hereto.
- ☐ (B) Seller certifies no ENCSD documents were submitted to APCO.
- ☐ (C) Seller certifies they have no knowledge if ENCSD documents were submitted to APCO.

☐ **4. FRANKLIN COUNTY CODE ONLY FOR SEPTIC SYSTEMS WITHIN 500 FEET OF SMITH MOUNTAIN LAKE**

Franklin County and the Virginia Department of Health require all on-site sewage treatment systems with a septic tank or drain fields that are located within 500 feet of the 795 foot contour of the shores of Smith Mountain Lake shall be pumped out at least once every five (5) years.

In lieu of requiring proof of septic tank pump-out every five (5) years, the County may allow owners of onsite sewage treatment systems to submit to County, documentation every five (5) years, certified by a sewage handler permitted by the Virginia Department of Health, that the on-site sewage treatment system has been inspected, is functioning properly, and the tank does not need to have the solids pumped.

DocuSigned by:

 Seller ID: 86338438...

5/23/2023

Date

Purchaser

Date

Ronald L Smallwood Jr

Seller

Date

Purchaser

Date

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Lake Disclosure
Rev. 11/2014

Covenants, Conditions, & Restrictions

BK 0631 PG 01003

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ADMIRALS LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ADMIRALS LANDING AND ADMIRALS LANDING Homeowners Association, Inc., hereinafter referred to as "Declaration" is made this 31st day of August 1998 by RIVER OAKS INVESTMENTS OF VIRGINIA, INC., hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the Union Hall Magisterial District, Franklin County, Virginia known as ADMIRALS LANDING, of which is more particularly described by Map(s) showing Section I and Section II, Lots 1-57 inclusive; which is recorded in the following Map Book and Page: 631-985 and 631-991 in the Office of the Register of Deeds for Franklin County to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant intends to subject to this Declaration additional portions of ADMIRALS LANDING for the purpose of extending the general scheme of development to such additional Property and accordingly declares that ADMIRALS LANDING may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of ADMIRALS LANDING as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded Maps and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded Maps, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of ADMIRALS LANDING as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors and assigns having any right, title, or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

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ARTICLE I

DEFINITIONS

"Association" shall mean and refer to ADMIRALS LANDING Homeowners Association, Inc., a not for profit Virginia corporation, its successors and assigns.

"Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on Map(s) recorded in Map Books and pages: DB 631-PG 985 (Section I)
DB 631-PG 991 (Section II) in the Office of the Register of Deeds for Franklin County, Virginia and any additional property which Declarant may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of ADMIRALS LANDING, recorded separately. The terms "Property," "Subdivision," and "ADMIRALS LANDING" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision Map of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

"Declarant" shall mean RIVER OAKS INVESTMENTS OF VIRGINIA, INC., a North Carolina corporation, and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded Map(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be \$295.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year. The annual assessment will be prorated at closing. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner.

(d) The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 3. Special Assessments.

In addition to the assessments specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 4. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of Virginia (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or throughout his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

(d) The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 5. Duty to Make Repairs

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown the aforesaid Map(s) or any other common property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.

(b) The decision to expend Association funds to repair and maintain the roads the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 6. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

Section 7. Lien for Unpaid Assessments

(a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be their personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership Every owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. If and when Declarant develops additional phases in the Subdivision the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting The Association shall have two (2) classes of membership:

Class A

Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Class B.

(a) Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of either of the following events whichever occurs earlier.

1. The earlier of four months after ninety percent (90%) of all the lots in the Subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or

2. Ten (10) years from date of recording of this Declaration; or

3. At such time as Declarant voluntarily relinquishes Majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earlier of either the three above described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be five (5) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the president of the Association or by any three (3) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5. Additional Phases

The Declarant reserves the right (but is not obligated) to develop one or more additional phases of ADMIRALS LANDING and incorporate the same within the provisions of this declaration.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTY

Within ten (10) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road right-of-ways and any other Common Property within the Subdivision to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

(a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision.

(b) The Committee shall consist of three persons designated or appointed from time to time by the Declarant, its successors or assigns, one of whom shall be appointed from among lot owners. After 90% of the lots in Subdivision are sold and 90% of undeveloped acreage is sold by the Declarant, its successors or assigns, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this Subdivision have been sold.

(c) Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

(e) The Committee or its designated agents shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 30 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

(f) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

ARTICLE VI

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded Map(s) herein referred to, and all Property presently owned as part of ADMIRALS LANDING which Map(s) are to be recorded, and all Property which may be acquired in the future to be made a part of ADMIRALS LANDING, is made subject to the Declaration of Restrictive Covenants of ADMIRALS LANDING as may be amended or modified (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

(a) To clarify the meaning of or to correct clerical errors in the Declarations.

(b) To correct grammar spelling, capitalization and other matters of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six (66%) of the lot Owners and the vote of the Declarant, its successors, and assigns.

ARTICLE VIII

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc. are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then Owners of the lots, and the Declarant and has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc. to be duly executed this 31st day of August, 1998.

RIVER OAKS INVESTMENTS OF VIRGINIA, INC.

By: Will R. Allen
President

(CORPORATE SEAL)

Maxine W. Turner
Secretary

STATE OF Virginia)
~~NORTH CAROLINA~~

COUNTY OF Franklin)

I, a Notary Public of the County and State aforesaid, certify that Maxine W. Turner, personally came before me this day and acknowledged that she is the Secretary of RIVER OAKS INVESTMENTS OF VIRGINIA, INC., a ~~North Carolina~~ Virginia corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Maxine W. Turner as its Secretary.

Witness my hand and seal this 31st day of August, 1998.

Notary Public: Julius S. Hall
Commission expires: 4/30/2001

St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib. (145)
Grantor Tax
TTF
Total \$

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY

The foregoing instrument with acknowledgment was
admitted to record on August 31 1998
at 4:26 P.M. in D.B. 631 Page(s) 1003
Teste: Julius S. Hall, Clerk
By: Julius S. Brown, Dep. Clerk

DECLARATION OF
RESTRICTIVE COVENANTS
OF
ADMIRALS LANDING

THIS DECLARATION OF RESTRICTIVE COVENANTS OF ADMIRALS LANDING is made this 31st day of August, 1998 by River Oaks Investments of Virginia, Inc. hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of ADMIRALS LANDING, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the Union Hall Magisterial District, Franklin County, Virginia known as ADMIRALS LANDING; and

WHEREAS, Section I and Section II of ADMIRALS LANDING is more particularly described by Map(s) thereof recorded in the following Map Book(s) and Page(s), Deed Book 631 Pages 985 - 989 (Section I); and Deed Book 631 - Pages 991 - 993 (Section II) in the Office of the Register of Deeds for Franklin County to which reference is hereby made for a more complete description; and Map(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc., hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Franklin County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values of ADMIRALS LANDING made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded Map(s) is made subject to these Restrictions and the Declaration and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of ADMIRALS LANDING as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

98 AUG 31 PM 4:25

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PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION
AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Franklin County, Virginia, and is shown on maps recorded in Map Book (s) and Page(s) Deed Book 631 Pages 985-988; and ~~Deed Book~~ Page 631 Pages 991-993 in the Office of the Register of Deeds for Franklin County.

2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association:

(a) Declarant reserves the right to subject to this Declaration other certain contiguous property that it owns, which may be developed into tracts and roadways and may later be made a part of ADMIRALS LANDING. Declarant shall have and hereby reserves the right and option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a Map designating such tracts on the records of Franklin County, Virginia, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

(b) Additional residential property and common area, consisting of not more than five hundred (500) acres, outside of the area may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Declaration of Restrictive Covenants of ADMIRALS LANDING and by filing of record Supplementary Declarations of Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc., with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary.

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves

the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than One Thousand Eight Hundred (1,800) square feet on waterfront lots and One Thousand Six Hundred (1,600) square feet on water access lots. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. All improvements to the lot must comply with Franklin County setback requirements or those set out in the recorded Map.

4. More than one lot (as shown on said Map(s)) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. All connections of private driveways to ADMIRALS LANDING road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by The Architectural Review Committee of ADMIRALS LANDING Homeowners Association, Inc.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within thirty (30) days after plans are submitted to it, the owner may proceed to build without approval.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for hereinbelow.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the

year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, ADMIRALS LANDING Homeowners Association, Inc., hereinafter referred to as the "Association", will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

10. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in ADMIRALS LANDING must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan to the Committee locating the proposed building site, drainage and repair septic field and well site.

12. Exposed exterior walls composed of the following materials shall be prohibited from ADMIRALS LANDING: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

13. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind, except dogs and cats and other indoor household pets. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools, unless approved by the Committee.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, portions of such lot as a burial pit in accordance with governmental

16. In addition to the easements that are shown on the recorded Maps of ADMIRALS LANDING, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within ADMIRALS LANDING. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

17. Declarant reserves a temporary construction easement of thirty-five (35) feet in width along both sides and running parallel to streets or roads, which easements shall expire eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

18. No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate Virginia Department of Transportation standards.

19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

20. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the Declarant or if the Declarant designates, by the Committee, the Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. All sign colors must be approved by Declarant, or if Declarant so designates, by the Committee. Declarant also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of ADMIRALS LANDING.

21. Except within the building site or within 20 feet of the main dwelling, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

22. Declarant, or its successors and assigns, will deed a lot or right of way to the Association which will provide access for lot owners to a community pier, boat ramp, community beach or other amenities which will be constructed by the Declarant and maintained by the Association. Notwithstanding anything herein to the contrary, Declarant will also deed to the Association at least one (1) acre fenced for dry boat storage, or for any other use permitted in these Restrictions, for its use and maintenance. Declarant will, if permitted by Franklin County, provide a security gate across the entrance road, to ADMIRALS LANDING to be maintained by the Association. Other amenities provided by Declarant and deeded to the Association will be maintained by the Association.

23. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to Smith Mountain Lake and recreational areas of this Subdivision.

24. No lot shall be used for short term rental for periods of thirty (30) days or less.

25. DEFINITIONS: Reference to "Subdivision" in this document is intended to refer to Phase 1 of ADMIRALS LANDING consisting of one (1) sheet in the Franklin County Registry. Reference to "Association" in this document is intended to refer only to "ADMIRALS LANDING Homeowners Association, Inc."

26. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions. The Property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc. recorded separately, which Declaration is incorporated herein by reference.

27. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

28. The Declarant and purchasers of lots in ADMIRALS LANDING understand that the vesting of rights relating to proposed piers, docks, boat access ramps, floats, boathouses or disturbance of the shoreline buffer is subject to the terms and conditions set out by American Electric Corporation, Inc., or its assigns. Permits, if necessary, must be obtained from American Electric Corporation, Inc. Building permits are required from Franklin County.

29. Declarant reserves the right to assign its rights to a successor who also assumes the Declarants responsibilities.

30. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of ADMIRALS LANDING and the Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING and ADMIRALS LANDING Homeowners Association, Inc. compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then owners of the lots or condominiums and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of ADMIRALS LANDING to be duly executed this 31st day of August, 1998.

RIVER OAKS INVESTMENTS OF VIRGINIA, INC.

BY: Walter R. Allen - Pres
President

(CORPORATE SEAL)

Maxine W. Turner
Secretary

STATE OF ^{Virginia} ~~NORTH CAROLINA~~)
COUNTY OF Franklin)

I, a Notary Public of the County and State aforesaid, certify that Maxine W. Turner personally came before me this day and acknowledged that she is the Secretary of River Oaks Investments of Virginia, Inc., a ^{Virginia} ~~North Carolina~~ corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by Walter R. Allen as its President sealed with its corporate seal and attested by Maxine W. Turner as its Secretary.

Witness my hand and seal this 30th day of August, 1998.

Notary Public: Julius D. Davis

My Commission Expires: 4/30/2001

DK 0631 PG 01002

St. R. Tax
Co. R. Tax
Transfer
Clerk
Lib. (145)
Grantor Tax
TTF
Total \$

15	00
1	00
3	00
19	00

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY

The foregoing instrument with acknowledgment was

admitted to record on August 31 1998

at 4:25 P. M. in D.B. 031 Page(s) 995

Tests:

Alice S. Hall

Clerk

By: Jeram J Brown Dep. Clerk

By-Laws
Admirals Landing Homeowners Association, Inc.
Adopted August 21, 2002, Revised July 30, 2005

ARTICLE I – MEETINGS

1. The annual meeting of the members of this company shall be held during the month of July at a location selected by The Board of Directors.
2. Special meetings of the members may be held at any time, upon the call of the Board of Directors, or of members holding together at least one-tenth of the votes.
3. Notice of meeting, written or printed, for every regular or special meeting of the members, shall be prepared and mailed to the last known post office address of each member not less than ten days before any such meeting, and if for a special meeting, such notice shall state the reason for the meeting.
4. The order of business at the annual meeting, and as far as possible, at all other meetings of the members, shall be:
 - i. Calling of roll.
 - ii. Proof of due notice of meeting.
 - iii. Reading and disposal of any unapproved minutes.
 - iv. Annual reports of officers and committees.
 - v. Election of directors.
 - vi. Unfinished business.
 - vii. New business.
 - viii. Adjournment.

ARTICLE II – DIRECTORS

1. There shall be a Board of Directors who shall be elected annually by ballot by the members for the term of one year, and shall serve until the election and acceptance of their duly-qualified successors. All Directors shall have check signing authority, with checks requiring the signature of two (2) Directors.
2. Special meetings of the Board of Directors may be called at any time by the President.
3. Notices of both regular and special meetings shall be emailed or mailed by the President or designated representative to each member of the Board not less than ten days before any such meeting, and notices of special meetings shall state the purpose thereof.
4. A quorum of any meeting shall consist of a majority of the entire membership of the Board. A majority of such quorum shall decide any question that may come before the meeting.
5. Officers of the Association shall be elected by ballot by the Board of Directors at their first meeting after the election of directors each year. If any office becomes vacant during the year,

the Board of Directors shall fill the same for the unexpired. The Board of Directors shall fix the compensation of the officers and agents of the company.

6. The order of business at any regular or special meeting of the Board of Directors shall be:
 - a. Reading and disposal of any unapproved minutes.
 - b. Reports of officers and committees.
 - c. Unfinished business.
 - d. New business.
 - e. Adjournment.

ARTICLE III – OFFICERS

1. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall be elected for one year and shall hold office until their successors are elected and qualify.
2. The President shall preside at all meetings, shall have general supervision of the affairs of the Association, shall sign all certificates of membership or countersign all contracts and other instruments of the Association; shall make reports to the directors and members, and perform all such other duties as are incident to this office or are properly required of him by the Board of Directors. In the absence or disability of the president, the vice president shall exercise all his functions.
3. The Secretary shall issue notices for all meetings when designated, shall keep their minutes, shall sign with the President such instruments as require such signature, and shall make such reports and perform such other duties as are incident to his office, or are properly required of him by the Board of Directors.
4. The Treasurer shall have the custody of all the funds and securities of the Association, and deposit the same in the name of the Association in such bank or banks as the directors may elect; he may be one of the co-signers of checks, drafts, notices and orders for the payment of money, which shall be countersigned by another Board member, and he shall pay out and dispose of the same under the directions of the President. He shall at all reasonable times exhibit his books and accounts to any director or member of the Association upon application, provided reasonable notice is given, at a time convenient to all parties.

ARTICLE IV – AMENDMENTS

1. These by-laws may be amended, repealed or altered, in whole or in part, by a majority vote of the entire outstanding membership of the Association, at any regular meeting of the members, or at any special meeting where such action has been announced in the call and notice of such meeting.

ADMIRALS LANDING HOMEOWNERS ASSOCIATION, INC.

**Architectural and Community Standards
Handbook**

**Adopted by
The Board of Directors,
Admirals Landing Homeowners Association, Inc.
Policy adopted June 4, 2016**

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Introduction

This handbook will guide ADMIRALS LANDING property owners in planning new home construction, or exterior improvements to existing dwellings, that will harmonize with the immediate neighborhood and the entire community. It outlines architectural standards and general maintenance enforcement procedures, as well as selected restrictions and regulations and other issues important to the community.

A review of the handbook will:

1. Increase the property owner's awareness and understanding of the Protective Covenants and Architectural Review Standards in effect in ADMIRALS LANDING.
2. Identify other requirements and restrictions for architectural improvement in ADMIRALS LANDING that may apply.
3. Explain the role of the Architectural Review Committee (ARC)
4. Assist property owners in preparing acceptable applications to the ARC.
5. Advise property owners what to expect in the review of their application to the ARC.

Property owners are encouraged to review all the governing documents before embarking on new construction projects and to adhere to the review and approval processes outlined herein BEFORE construction commences. Existing homeowners are encouraged to review all the governing documents and to adhere to the review and approval processes outlined herein BEFORE embarking on exterior maintenance, repair or additions, or when they have questions regarding other issues in the community.

ADMIRALS LANDING, and the ADMIRALS LANDING HOMEOWNERS ASSOCIATION, Inc., is subject to governing provisions of the Code of Virginia, Title 55, Section 508 et seq, otherwise known as the Virginia Property Owners' Association Act (VPOAA), as amended. Nothing herein is knowingly stated in contradiction to the provisions of VPOAA. However, future amendments to VPOAA, or any successor act, may require changes herein to maintain consistency with the governing provisions of VPOAA, or any successor act.

Questions or comments may be addressed to the following address:

ADMIRALS LANDING HOMEOWNERS ASSOCIATION
Attn: Architectural Review Committee
PO Box 147
Glade Hill, VA 24092

Section I. Objectives of Architectural Standards

All property owners benefit from the planning and design that have been an important part of the development of ADMIRALS LANDING.

Architectural standards and design controls serve to assure property owners that the design quality adhered to in ADMIRALS LANDING is maintained consistent with the Community Vision. This, in turn, supports protection of property values and enhances the community's overall environment.

The standards addressed herein reflect the goals of the governing documents of the Admirals Landing Homeowners Association and the subsequent actions of the Association's Board of Directors. They are not intended to be all-inclusive, or exclusive; rather, they serve as a guide to what may be done in preserving the following Community Vision for ADMIRALS LANDING.

Community Vision for ADMIRALS LANDING

ADMIRALS LANDING is a premier waterfront community in the Commonwealth of Virginia, located on Smith Mountain Lake, and features lake front, lake view, and lake access building sites. The custom-built traditional, log, and post and beam constructed homes in ADMIRALS LANDING are in harmony with nature, presenting rustic, unpretentious facades in subtle earth tones and pastels. ADMIRALS LANDING embraces an Open Space concept which supports extending property lines visually into the environment.

ADMIRALS LANDING is a family-oriented community promoting a relaxed lifestyle among residents of all ages, including those in retirement, as well as those pursuing active careers and raising children. Maintaining the outstanding quality of the community amenities and environment in ADMIRALS LANDING brings satisfaction to both full-time and part-time residents, and sustains opportunity for property value enhancement for both developed, as well as undeveloped properties.

Section II. ADMIRALS LANDING Protective Covenants

The authority for maintaining the quality of design in the ADMIRALS LANDING community is found in two documents: (1) Declaration of Restrictive Covenants of ADMIRALS LANDING; and, (2) Declaration of Covenants, Conditions and Restrictions of ADMIRALS LANDING. These two documents have been recorded on the land records of Franklin County, Virginia, and are a part of the deed to every property. They are hereinafter referred to collectively as the "Covenants". The Covenants establish both an Admirals Landing Homeowners Association (HOA) and the Architectural Review Committee (ARC).

One advantage of owning a home in ADMIRALS LANDING is its protective covenants. The provisions of the Covenants preserve the character of the community as it was envisioned when development of ADMIRALS LANDING began. When you purchased your property, you agreed to observe those same standards and to help maintain them. For this reason alone, **the Covenants should be reviewed periodically and fully understood by every property owner.**

Every ADMIRALS LANDING property owner should have received a copy of both documents of the Covenants before, or at the time of settlement. If you do not have a copy, please contact the President of the Admirals Landing Homeowners Association to obtain your copy. Copies of the Covenants are available free of charge. Be sure to state your Lot and Phase number when requesting a copy of the Covenants.

Pursuant to the Virginia Property Owners' Association Act (VPOAA), before closing on the sale of their home, homeowners must secure and issue to their settlement attorney a Disclosure Packet. A Disclosure Packet is available through the Homeowners Association. Due to the scope of documentation required, a fee of \$25 is charged for each Disclosure Packet.

Section III. Requirements Affecting ADMIRALS LANDING Improvements

There are four major types of requirements which come into play when a homeowner pursues a project to construct, add, alter, or change the external portion of his / her property and land in ADMIRALS LANDING. These requirements are:

1. Franklin County Planning Department and Building Code requirements, as appropriate, for A1 Agricultural Land. In addition, "Call before You Dig (Miss Utility)" 1-800-552-7001).
2. ADMIRALS LANDING Covenants.
3. ADMIRALS LANDING HOA Architectural and Community Standards.
4. Smith Mountain Pumped Storage Hydro Project's Shoreline Management Plan requirements administered by American Electric Power Company for any construction or alteration of terrain below the 800' elevation level on Smith Mountain Lake.

County Code requirements may be obtained from the County Offices. The ADMIRALS LANDING Covenants should have been provided to you prior to, or during settlement on your lot or home. If you need a copy of them, please request them from the Association as outlined in Section II. The document you are reading embodies the requirements for architectural standards established by the Admirals Landing Homeowners Association, Inc. The Smith Mountain Pumped Storage Hydro Project Shoreline Management Plan can be found on-line at <http://www.smithmtn.com/ShorelineManagement/>.

Section IV. The Architectural Review Committee (ARC)

The purpose of the ARC is to assist in maintaining an aesthetically pleasing appearance to our community. Each of us has entered into a contractual agreement to support this endeavor, and we each benefit from the outcome of the ARC's work. The ARC performs a critical planning function in reviewing and assisting homeowners in developing their plans for construction and improvements so that they add value to the community and attempt to reduce the amount of impact the changes may have on neighbors. The other function that the ARC performs is the support of community standards by resolving compliance issues.

The ADMIRALS LANDING HOA Declaration of Covenants, Conditions, and Restrictions establishes the ARC, and provides its authority to:

1. Control design and location of the dwellings and any improvements to be constructed, erected, placed, or installed upon the lots in the Subdivision, through reviewing, approving, suggesting changes to, and/or rejecting plans and specifications for such improvements.
2. Review, approve, suggest changes to, and/or reject swimming pools, out buildings, boat houses, fences, ramps, piers, driveways, steps, mailbox design and recreational accessories.
3. Control size, color, materials, and content including signs in the Subdivision;
4. Control landscape design and implementation within the Subdivision to maintain natural balance and aesthetic appeal;
5. Approve or disapprove boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages or in the designated Boat/RV storage lot.

Article V of the ADMIRALS LANDING Declaration of Covenants, Conditions, and Restrictions states that all improvements to properties within ADMIRALS LANDING, regardless of when such improvements are made, are to be reviewed, approved and/or rejected by the Architectural Review Committee. This means that exterior alterations, permanent or temporary, may not be done without the prior approval of the ARC, except as otherwise expressly provided in this document or the Declaration of Covenants, Conditions, and Restrictions. No external modification of a residence, or construction of a building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall commence, be erected, maintained, improved, altered, or made on such property without the prior written approval of the ARC. Approval would not be necessary for a flat pathway.

The ARC consists of three persons elected by the ADMIRALS LANDING HOA Board of Directors consistent with procedures defined in the Declaration of Covenants, Conditions, and Restrictions of Admirals Landing. Additional design and/or construction consultants may assist the ARC as approved by the Board of Directors.

The ARC reviews New Home Construction requests as well as Existing Home Architectural Improvement requests. The ARC's review and approval of these requests assures the HOA that proposed construction or exterior alterations comply with the objectives set forth in the Covenants.

Section V. Admirals Landing Architectural Standards

General

The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot, as described herein, must be approved in advance by the Architectural Review Committee.

Part 1. New Home Construction

This part addresses basic standards to consider when planning new home construction in ADMIRALS LANDING.

Basic Design Requirements

Written approval of home and/or dock construction plans are required PRIOR to commencement of any clearing, grading or construction. NOTE: After written approval is received from the Architectural Review Committee, no construction of any nature should be done that could damage the approved septic area. Check with the County Health Department prior to any construction.

The following are basic design requirements for new home construction in ADMIRALS LANDING:

1. The lots shall be used for residential purposes only.
2. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses.
3. No dwelling unit should exceed 2 1/2 STORIES above the ground.
4. Total heated living space required is 1,800 sq. ft. on waterfront lots and 1,600 sq. ft. on water access lots, exclusive of garages, basements (finished or not), decks, porches, etc. This minimum square footage is to be above grade.
5. All homes must meet setback requirements as set forth in the deed restrictions, homeowner association documentation and governmental regulations and guidelines.
6. Brick, stone or other approved surface materials on the FOUNDATIONS/RETAINING WALLS are required. No exposed or painted concrete foundations/retaining walls are allowed.
7. The main structure roof must have no less than an 8/12 pitch and no less than a twelve-inch overhang.
8. The EXTERIOR of the home must be completed within one year of the date of commencement. Landscaping must be completed, per approved landscape plan, within 12 months of occupancy permit being granted.
9. All driveways must be finished in tinted concrete, asphalt, pavers or other approved materials.

10. Exterior materials that are prohibited include the following: asbestos shingles, aluminum siding, imitation brick or stone roll siding, exposed concrete and concrete block.
11. All gas and oil tanks placed on the property must be buried according to county regulations.
12. Garbage cans must be kept screened from view from the roads and the lake. No dog lots/runs are allowed. If fencing is to be used, a sample must be provided and approved by ALHOA prior to construction.
13. A trash dumpster and portable toilet are required on the lot during construction.
14. Exterior colors shall be of subtle earth tones, pastels or neutrals to enable the dwelling to blend harmoniously with the natural environment.
15. Only central air conditioning and heating units are approved. Window units mounted in windows or through a wall may be considered on a case-by-case basis.
16. Powered or un-powered attic ventilators are permitted as long as they are unobtrusively installed on the outside of the roof. Roof- ridge ventilators are encouraged in addition to, or in lieu of, attic ventilators.

Site Plan

Before submitting a request for new construction approval, the property owner should consult with the builder and develop a site plan showing location of house, driveway, walkways, well, septic field (and septic field repair area), with distances from nearest property lines to each aforementioned element shown on the plan.

A fee of \$250.00 (checks made out to Admirals Landing Homeowners Association) must accompany one set of house plans submitted for review. No fee is required for DOCK only approvals. Additionally, a \$1,500.00 Completion Bond check is required when house plans are submitted. This bond is refundable upon completion of approved house, driveway and landscape plans. This bond is intended to expedite construction and landscape completion and to assist in preventing partially completed landscaping from detracting from the appearance of the subdivision.

For those lots (#'s 2,3,4,5,13,15,31,32,33,34,35, and 36) that require remote septic drainage fields, an additional check for \$1,000.00 is required when plans are submitted, as a Drain Field Bond. This bond is refundable upon completion of the septic drain field construction and its return to an attractive appearance. This appearance should include grading, grass seeding and removal of all debris. House and/or dock plans need to be sent to: Admirals Landing Homeowners Association, P.O. Box 147, Glade Hill, VA 24092

NOTE: Plans must include a completed Plan Approval Check List, full house plans, site plan showing house placement, driveways, walkways, drainage placement and landscaping plan showing plants, shrubs, decks, fencing, etc. All Exterior materials and colors must be approved. Once house plans have been approved, the foundation must be staked out and approval of site location given, prior to beginning construction.

Construction Access to Site

The property owner is responsible for placing and maintaining a stone driveway to facilitate the delivery and distribution of building materials at a centralized staging area on the subject lot. No materials of any nature are to be unloaded or stored in the road, road rights-of-way, or common areas of the Association. This driveway is to be used before and during construction to minimize damage to the roads and shoulders of the roads caused by the repeated parking of vehicles, heavy equipment and trucks. The driveway will comply with all requirements of the Virginia Department of Transportation (VDOT) in abutting to a state-maintained road. Additionally, it is required that the owner/contractor minimize the parking of vehicles along the road shoulder as this contributes to long-term damage of the paving as well as increased erosion.

The following special provision applies if construction is occurring adjacent to either the access road to Section III or the road to the dock since both are maintained by the ALHOA: During construction and after completion of construction, an ADMIRALS LANDING HOA representative will inspect the roads and road shoulders near and in front of the subject property, and all property lines adjacent to the property. The owner will be responsible for any necessary repairs to roads, cleaning of roads, repairs to adjacent property, and/or to correct any material deviation from plans submitted and approved by the ARC. The property owner will be required to post a refundable bond to guarantee the ability to make these repairs in advance of construction approval.

Silt Fencing

Before construction begins, the property owner should become acquainted with County ordinances and other requirements regarding silt fencing. Generally, silt fencing must be installed at the edge of the pavement for the entire width of the lot bordering the roadway(s) by the home site in order to protect the road shoulders. Silt fencing must also be installed at the edge of the pavement on adjacent lots. However, if an adjacent lot has a house on it, the property owner must be contacted to determine if the property owner wants silt fencing on his/her lot. The property owner may disallow the silt fencing on some or all of his/her lot. Where drainage could affect adjacent properties, silt fencing may be required to protect the adjacent properties along the property lines. On lake front lots, silt fencing may also be required as necessary above the 800' elevation line to protect water quality in Smith Mountain Lake. Franklin County, as appropriate, will enforce silt-fencing requirements, and may issue citations and/or stop-work orders until any violation is remedied.

Well and Septic Field Preparation

The property owner shall consult with the builder and insure the County Health Department is contacted prior to any clearing, earth moving, or construction of any nature that could damage the well site, or the approved septic field and repair area.

Mailboxes and 911 Emergency Address Identification

Mailboxes are in a visual location. The Admirals Landing Homeowners Association, Inc. requires a standard mailbox for those residences occupied on a full-time basis and receiving U.S. Postal Service mail delivery. The standard mailbox may be purchased by contacting:

Admirals Landing Homeowners Association
PO Box 147
Glade Hill, VA 24092

Standard mailboxes must be maintained in proper condition and meet all requirements of regulations established by U.S. Postal Service and the Virginia Department of Transportation.

Non-resident home owners in ADMIRALS LANDING are encouraged to consider the value of a mailbox in theft deterrence, given that no mailbox signals an unoccupied house and potential target for theft, and in promoting overall visual consistency within the community. If a non- resident homeowner elects to install a mailbox, even though mail is not delivered therein, the mailbox must nevertheless be the standard mailbox adopted for ADMIRALS LANDING.

All residences in ADMIRALS LANDING are encouraged to display e911 (Emergency) address identification. The e911 (Enhanced 911) system uses GPS satellite data in conjunction with a standardized address scheme to expedite emergency equipment routing in rural areas. Addresses in ADMIRALS LANDING comply with the e911 address scheme.

Residences with mailboxes are encouraged to display the e911 (Emergency) address identification on the mailbox. Residences not having mailboxes are encouraged to display the e911 (Emergency) address identification on a yard placard to be placed at the road right-of-way line on the right side of the driveway as you face the residence from the roadway. In both cases, address numerals will be at least 3 inches high, preferably of a reflective material, and placed on a contrasting color background. It is recommended that residents at the Lake Homes have addresses on their docks.

Part 2. Maintenance, Installation, Modification, and Alteration

This part presents standards regarding many situations that may motivate property owners to want to install, modify, or alter a dwelling after it has been constructed in ADMIRALS LANDING. Standards are also provided for general maintenance of existing dwellings in ADMIRALS LANDING. This part is not all-inclusive. There may be other situations which will require ARC approval or assistance in interpreting compliance with existing standards. When in doubt, the homeowner should seek ARC assistance and/or approval **FIRST**.

Major Exterior Changes

Major alterations are those that substantially alter the existing structure either by reduction or by addition. However, other site changes such as driveway modifications are also included. Major building alterations include, but are not limited to, construction of driveways, garages, porches, attached greenhouses, rooms, fireplaces, chimneys, or other additions to a home.

The design of major alterations should be compatible in scale, materials and color with the applicant's house and adjacent homes. The location of major alterations should not impair the view, the amount of sunlight, or the natural ventilation of adjacent properties. Roofs must be compatible with the architectural style of the roof on the applicant's house. New windows and doors should match the look used in the applicant's house and should be located in a manner that will relate well to the location of exterior openings in the existing house. If changes in grade or other conditions that may affect drainage are anticipated, they must be indicated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

The proposed structure must be compatible with the original structure and in keeping with the existing lot size.

In addition to the general application requirements, an application should include exterior elevations, a set of architectural drawings, details on exterior materials, trim, lighting, etc. In all cases, the application must include a copy of the documentation that is to be submitted to Franklin County, as appropriate, for a building permit.

Animal Housing and Runs

No exterior housing of animals or poultry is allowed within the ADMIRALS LANDING community. Animal runs may be permitted on a case-by-case basis, as long as the run serves only to exercise the animal, not house it. An application for an animal run will give attention to restrictions on fencing contained elsewhere herein.

Decks and Patios

Applications for decks and patios will be evaluated on their individual merits. Decks must be attached to the home and constructed within the buildable area of the plot. Your privacy and that of your neighbors must be considered in the placement of a deck.

In addition to general application requirements, deck and patio applications must include dimensions of railings, posts, stairs, steps, benches, lattice, privacy fencing and height of the deck.

Docks and Boathouses

Owners of lake front lots in ADMIRALS LANDING understand that the vesting of rights relating to proposed piers, docks, boat access ramps, floats, boathouses or disturbance of the shoreline buffer is subject to the terms and conditions set out in the Smith Mountain Pumped Storage Hydro Project Shoreline Management Plan, and administered by the Project licensee. Currently, American Electric Power Company is the Federal Energy Regulatory Commission (FERC) licensee for the Smith Mountain Project, and administers development and shoreline alteration projects below the 800' elevation level on Smith Mountain Lake. American Electric Power Company issues permits for dock construction. Zoning and building permits may also be required from Franklin County.

Drainage

You must indicate on the ARC application any changes in grade or other conditions that may affect drainage. Approval will be denied if adjoining properties are adversely affected. If a patio is being considered, attention should be given to making ground level surfaces of porous materials or providing mulched beds that will absorb runoff from impervious deck or patio areas.

Erosion Control

Each resident is responsible for ensuring that their lot area is protected from erosion and that storm drain culverts are not blocked, which could cause erosion problems and promote silt in the lake, ponds, ravines, and streams.

Exterior Appearance

Property owners are responsible for maintaining the exterior of their dwellings and any other structures on their lots, such as decks, fences, sheds, and playground type equipment.

Exterior Repainting

Repainting an existing home in a different color requires ARC approval. Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, and other appurtenant structures. Change of exterior colors should relate to the color of the houses in the immediate area. The homeowner's application should include a list of colors on the existing structure and a color sample or chip of the new color to be used.

Fences

One of ADMIRALS LANDING's greatest assets is its natural setting. Accordingly, ADMIRALS LANDING residents and property-owners alike find it attractive and desirable to promote visually extending properties beyond the property lines into the natural environment.

When considering screening, or containing, certain activities on one's property, alternatives to fencing should be considered in order to achieve the desired objectives. By its very nature, the application of fencing tends to physically define and separate areas and makes yards appear smaller. On the other hand, planting schemes integrated with fencing often soften the visual impact and should be considered.

The following describe conditions that must be met when constructing a fence in ADMIRALS LANDING:

1. Perimeter property line fencing will not be allowed. Side yard fencing may be considered when conditions warrant, and fence-enclosed animal runs will be considered on a case-by-case basis (see Animal Housing and Runs above).
2. Fencing must be compatible with the materials and colors in the applicant's house.

All applications of fencing in ADMIRALS LANDING must be reviewed and approved by the ARC prior to installation. Fencing must be properly maintained and kept in good condition. No alteration may be made to an existing fence without prior to the approval of the ARC.

Outbuildings

An outbuilding has an aesthetic impact on neighbors. The size, location, construction, and use of an outbuilding are critical to its acceptance by the neighbors, the community, and by the ARC. The outbuilding must be designed to respect the "visual rights" of neighboring properties and must be located to minimize visual impact from the road or lake.

The number of outbuildings that will be permitted on a property will be determined on a case-by- case basis. In general, larger lots with natural screening from adjacent properties will be deemed feasible for multiple outbuildings. However, no single outbuilding may exceed 750 square feet of ground area (this is predicated on a three (3) car detached garage).

Each proposal for one or more outbuildings will be scrutinized closely for siting constraints and aesthetic blending with the environment of the property. The outbuilding construction and architecture must be fully compatible with the principal dwelling in terms of slope of the roof, siding or brick materials used, the roof overhang and adornments, the color and style of the roofing, windows and doors, its color scheme, etc.

Applications for one or more outbuildings will:

1. Include a plat plan showing a to-scale site placement proposal with distances to property and set-back lines.
2. Identify the purpose of each outbuilding, including any unique characteristics such as whether it will serve as a home business office, and/or whether it will serve as adjunct living quarters for the principal dwelling.
3. Certify that all of the outbuildings on a property will not serve as rental spaces for living or storage.
4. Identify plans for septic connection, electrical distribution, and heating and cooling, as appropriate.

Pools

Swimming pools will be considered for approval by the ARC. Pools are to be located on the side of the house opposite the roadway. A fence four (4) to five (5) feet in height and of the open type, compatible with the design style of the house, may be required to enclose a pool used for swimming and for screening pool equipment. Approval of the fence is contingent upon completion of the pool. Appropriate landscaping may be required to lessen the impact of the pool and fence. All Franklin County pool construction and pool safety requirements must be met prior to final approval from the ARC.

The homeowner's application must include detailed drawings of the pool, pool deck area, lighting arrangements, walkways, fences, landscaping plan, etc., and pertinent information concerning water supply system, drainage and water disposal system.

Recreation and Play Equipment

The following standards are an effort to reconcile the need for play equipment with the goal of minimizing its visual impact. Careful thought should be given to the location and kinds of equipment the homeowner plans to install.

Recreation and play equipment must be sited in an unobtrusive location that minimizes visual impact from the road, lake, or adjacent properties. Consideration must be given to the placement of equipment based on lot size, equipment size, colors and design, the amount of visual screening available, etc.

Play equipment constructed of wood is encouraged. Metal play equipment, exclusive of the wearing surfaces (slide poles, climbing rungs, etc.), should be painted dark earth tones to blend with the natural surroundings; or, if located adjacent to a dwelling,

painted to match the background or screening structure. Other play equipment colors will be considered, contingent upon location and landscaping.

The homeowner's application for play equipment should include a plot drawing showing the relation of proposed play equipment to adjacent property lines, applicant's house and adjacent houses, including open space. A photograph, picture, or sketch of proposed play equipment must also be included.

Screened Porches

Enclosed or screened porches must be architecturally consistent with any proposed deck, an existing deck, and the house or outbuilding. The proposed roof must be compatible with the design of the structure the porch will serve, and will match the color and construction of the principal structure

Sheds

Sheds must be approved by the ARC. Freestanding sheds are considered outbuildings and should follow the guidance for that type structure. A shed may be proposed to attach to the home, a deck, or an outbuilding. However, a shed will not be used as a means to extend the maximum size of an outbuilding beyond the 750 square feet of ground area authorized.

The architectural design of the shed must be compatible with the design of the structure to which it attaches. The finish material used for a shed attached to a house or outbuilding, including color scheme, doors, and roofing material, must be the same as, or compatible with, the exterior finish of the house. If the shed is built below a deck that is elevated 8' or less, the material must match the deck material.

Section VI. The ARC Application Process

ARC Application Requirements

New Home Construction

The application (Plan Approval Check List), found in the Appendix of this document, must be completed, submitted, and be approved in writing by the ARC prior to start of construction. The form, required attachments, and required fee payments as shown in the Appendix shall be submitted in advance of the planned commencement of construction so that the Committee shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. A written response from the ARC will be sent to the Applicant at the address listed in the Application. If no response by the Committee has been received in writing by the Applicant within said 30 days, the Applicant should contact the ARC. If no response has been received by Applicant in writing within 60 days, then plans shall be deemed to be approved as submitted.

Existing Home Architectural Improvement

The form (Plan Approval Check List) found in Appendix of this document must be completed, submitted, and approved by the ARC prior to start of construction. The application should include:

1. A full description of the exterior change or modification, including drawings, pictures, color swatches, catalog illustrations and lists of materials.
2. Start and completion dates.
3. For major alterations, the signatures of the homeowners most affected by your change, (e.g.) those that are adjacent to the property and those that will directly view the alterations. The signatures ONLY indicate that said property owners are aware of your application.
4. A copy of the site plan that was provided to you when you purchased your home. That plan should include the dimensions and measured locations of all improvements, including those covered in the application. Contour lines should be included when drainage is affected.
5. The signature of the applicant.

An incomplete or ambiguous submission of required material will not constitute an application to the ARC. Applications that do not meet all requirements will be designated as non-applications and will be returned to the homeowner.

Submit the *Plan Approval Check List* to:

Admirals Landing Homeowners Association, Inc.
Attn: Architectural Review Committee
PO Box 147
Glade Hill, VA 24092

Application Review

The ARC will review all applications as quickly as possible. Decision of the ARC will be given in writing to the applicant within 30 days after receipt of a complete application. Each application is reviewed on an individual basis. There are no “automatic” approvals, unless provided for specifically in these architectural standards. A homeowner who wishes to construct a deck, for example, that is identical to one already approved is still required to submit an application. What may be an acceptable design for one exterior may not be for another. In short, evaluation of the design proposal includes the close review and consideration of the home’s architecture and the property site in total.

Judgments as to the acceptability of proposed construction or modifications are based on the following criteria:

1. Relation to the ADMIRALS LANDING Open Space Concept. Consideration must be given to the potential damaging effects of fencing, removal of trees, disruption of natural topography, and changes in storm water run-off.
2. Validity of Concept. The basic idea must be sound and appropriate to its surroundings.
3. Design Compatibility. Proposed improvements must be compatible with the architectural characteristics of the applicant’s house, adjoining houses and the neighborhood setting. They must be similar in style, quality of workmanship, materials, color, and construction details.
4. Location and Impact on Neighbors. Proposed alterations must relate favorably to the landscape, existing structures and the neighborhood. Of primary concern are access, view, sunlight, ventilation, noise, odors, vehicular and pedestrian traffic, privacy and drainage. In determining the impact on neighbors, the ARC may, in its sole discretion, consider contacting neighbors for their input.
5. Scale. The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and surroundings.
6. Color. Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house, such as the roof and trim, must match the existing color.
7. Materials. Continuity with the original house is established by using the same or compatible materials. For example, vertical wood siding on the original house should be reflected in an addition.
8. Workmanship. The quality of work shall be equal to or better than that of the surrounding area or original construction. Construction methods and materials are expected to comply with current industry standards. The Admirals Landing Homeowners Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.
9. Timing. All applications must include a start and completion date. Projects must be completed within six (6) months unless a specific time limit greater than that has been approved by the ARC. Extensions of the six (6) month time limit require approval of the ARC.

Appeal Procedure

An adverse decision made by the ARC may be appealed by the applicant to the Admirals Landing Homeowners Association Board of Directors.

Section VII. Admirals Landing Community Standards

The Declaration of Covenants, Conditions, and Restrictions of Admirals Landing and Admirals Landing Homeowners Association, Inc. are very specific. Many of these are covered under Architectural Standards above. The following standards address specific covenants that are not addressed above. They are applicable to all ADMIRALS LANDING property owners.

Clotheslines

Clotheslines are not permitted outside the house unless they are not visible from public roads or from the water.

Satellite Dishes

The installation of satellite dishes for the reception of general public broadcast from satellite communications is governed by Federal Communications Commission (FCC) regulations. Satellite dish antennas under 1 meter in diameter and customer-end antennas designed to receive and transmit fixed wireless signals that are installed in accordance FCC Rules and Regulations are permitted and do not require Architectural Committee approval for installation. Because the geographic location of ADMIRALS LANDING does not afford reliable over-the-air television signal reception, satellite antennae are recommended. Any installation of a transmitting antenna must be installed by professional personnel complying with FCC Radio Frequency (RF) exposure guidelines so as to minimize risk to the user and to the public of excessive RF exposure.

The ADMIRALS LANDING HOA suggests that satellite antennae be located in unobtrusive locations on the dwelling so as to permit acceptable signal reception. Generally, where practical from a signal reception standpoint, locating antennae on the sides of the dwelling not facing the road or the lake is preferred.

Signs

No billboards or signs of any description shall be displayed upon any lot in ADMIRALS LANDING, except as follows:

1. During construction, modification or alteration of a residence, the General Contractor may display his business sign to facilitate material deliveries to the property. This sign will be no more than four (4) square feet in size, and will be removed within thirty (30) days after a Certificate of Occupancy is issued.
2. A sign denoting the residence is covered under a security monitoring service and providing contact information for that service
3. Neighborhood Watch signs.

4. An e911 Emergency Address identification sign for those completed residences not receiving regular mail delivery, and not displaying the standard ADMIRALS LANDING Mailbox.
5. A Real Estate sign

No sign authorized above for display in Admirals Landing will be placed within the road right-of-way or on any common areas of the Association.

Tree Removal

Except within 20 feet of the main dwelling, no live trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the ARC. Where authorized, tree removal must comply with all county ordinances on tree cutting (consult Franklin County Extension Office, as appropriate).

Residents may take action, as necessary and without ARC approval, to remove dead or diseased tree(s) on their property. Where possible, it is recommended that neighboring residents be advised of tree removal activity.

PLAN APPROVAL CHECK LIST

LOT #: _____ DATE PLANS SUBMITTED: _____

HEATED SQ. FT. REQUIRED 1,800 sq. ft. /waterfront and 1,600 sq. ft. interior lots

ABOVE GRADE, HEATED SQ. FT. SUBMITTED _____

OWNER: _____

CURRENT ADDRESS: _____

CITY/STATE/ZIP: _____

HOME PHONE: _____ WORK: _____ CELL: _____

BUILDER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

HOME PHONE: _____ WORK: _____ CELL: _____

NO CLEARING, GRADING OR CONSTRUCTION SHOULD COMMENCE BEFORE WRITTEN APPROVAL IS OBTAINED. ONCE HOUSE PLANS ARE APPROVED, THE FOUNDATION MUST BE STAKED OUT AND AN ALHOA INSPECTION ORDERED AND APPROVAL OF LOCATION GIVEN PRIOR TO CONSTRUCTION BEGINNING.

ALL ITEMS ON THIS FORM MUST BE COMPLETED. THE ARCHITECTURAL REVIEW FEE AND COMPLETION /OFFSITE DRAIN FIELD BONDS MUST BE PAID AND HOMEOWNERS ASSOCIATION DUES MUST BE CURRENT BEFORE APPROVAL OF ANY PLANS IS GIVEN.

HEATED SQ. FT. (EXCLUSIVE OF BASEMENTS)

1ST FLOOR _____

2ND FLOOR/LOFT _____

OTHER _____

TOTAL HEATED SQ. FT. _____

GARAGE DESCRIPTION: _____

EXTERIOR FINISH; (Circle all that apply): Brick Stone S i d i n g Other _____

EXTERIOR MATERIALS (SPECIFY MANUFACTURER, PRODUCT NAME & COLOR)

BRICK / STONE: _____ COLOR: _____

SIDING: _____ COLOR: _____

ROOF: _____ COLOR: _____

DOORS / SHUTTERS / TRIM: _____ COLOR: _____

DRIVEWAY: _____ WALKWAYS: _____

FOUNDATION: _____ RETAINING WALLS: _____

OTHER: _____

HOUSE PLANS MUST INCLUDE ELEVATIONS, FLOOR PLANS AND ROOF PITCH. SITE PLAN

**MUST BE SUBMITTED SHOWING LOCATION OF HOUSE, DRIVEWAY,
WALKWAYS, WELL, SEPTIC FIELD, INCLUDING DISTANCES FROM PROPERTY LINES.**

**A LANDSCAPING PLAN MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CLEARING, GRADING
OR CONSTRUCTION OF ANY NATURE.**

FIREPLACE? YES NO **QUANTITY:** _____ **CHIMNEY MATERIAL:** _____

OPEN DECK? YES NO **QUANTITY:** _____ **TOTAL SQ. FT:** _____

COVERED PORCH? YES NO **QUANTITY:** _____ **TOTAL SQ. FT:** _____

BOAT DOCK? YES NO **PLANS SUBMITTED?** YES NO

SETBACK REQUIREMENTS ARE MET AND APPROVED BY FRANKLIN COUNTY? YES NO

SEPTIC LAYOUT HAS BEEN APPROVED BY FRANKLIN COUNTY? YES NO

A Review fee of \$250.00 must accompany one set of house plans submitted for review. Plans need to be sent to Admirals Landing Homeowners Association, Inc., P.O. Box 147, Glade Hill, VA, 24092. If the lot requires the use of a remote septic drain field, a refundable Drain Field Bond of \$1,000.00 is also required with the plans. Additionally, a check for \$1,500.00 is required as a Construction Completion Bond and must be submitted with the plan review package. These bonds are refundable after completion of all aspects of the property construction, including appropriate landscaping.

Signature of Property Owner

PLANS RECEIVED BY: _____ DATE: _____

ARCHITECTURAL REVIEW COMMITTEE RESPONSE

Date Application Received _____

_____ Request approved as submitted.

_____ Request approved subject to: _____

_____ Response suspended pending submission of: _____

_____ Request disapproved because: _____

Signature - ARC Member

Date