

**CORRECTED THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF
WATERSIDE HOMEOWNERS ASSOCIATION
OF
BEDFORD COUNTY**

THIS AMENDMENT to DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WATERSIDE (this "Amendment") is made this 13th day of April, 2023, by **WATERSIDE HOMEOWNERS ASSOCIATION OF BEDFORD COUNTY**, a Virginia nonstock corporation (the "Association"), to be indexed as "Grantor" and "Grantee."

WITNESSETH:

WHEREAS, by Declaration of Covenants, Restrictions and Easements (the "Declaration") dated July 22, 2005, recorded as Instrument No. 050011811 in the Clerk's Office of the Circuit Court of the County of Bedford, Virginia (the "Clerk's Office"), Lake Watch, L.L.C., a Virginia limited liability company (the "Developer") declared certain real property in the County of Bedford, Virginia, known as WATERSIDE, as described on a plat of survey prepared by Phillip W. Nester, L.S., dated April 15, 2005, recorded in the Clerk's Office as Instrument No. 050011593 (Plat Book 46, Page 137 to 148), subject to the covenants, restrictions, easements, charges and liens set forth set forth in the Declaration; and

WHEREAS, the Developer was cancelled on June 30, 2014, by the State Corporation Commission of the Commonwealth of Virginia; and

WHEREAS, pursuant to Article IX, Section 1 of the original Declaration the Declaration may be amended by a written instrument executed by the majority of the current Lot Owners of the Association; and

WHEREAS, pursuant to § 55.1-1829(F) of the Code of Virginia, 1950, as amended, this Amendment shall become effective when the Amendment is duly recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Prepared by and Upon Recording Return to:

**Stephen H. Moriarty
Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.
3201 Jermantown Road, Suite 600
Fairfax, Virginia 22030
Phone (703) 352-1900
Fax (703) 352-5293**

1. Section 4 "Use of Land" of Article II (page 8) and Section 5 "Use to be Solely Residential" of Article III (page 11) of the Declaration are hereby amended by adding the following immediately after the final sentence in each section:

No Lot or residence or any portion thereof located on a Lot shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six (6) months. No Lot or residence, or portion thereof, shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail daily, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, occupants, cooperators, licensees, or timesharing participants. This prohibition includes, but is not limited to, the use of any Lot or residence, or any portion thereof, as a "short-term rental," as that term is defined in § 15.2-983 of the Code of Virginia, as amended.

2. Section 5 "Minimum Dwelling Size" of Article II (page 9) of the Declaration is hereby amended in the following manner:

All one-story homes shall have a minimum square footage of 1800 square feet. All one and one half-story homes shall have a minimum square footage of 2300 square feet. All two-story homes shall have a minimum square footage of 2500 square feet. Said calculations shall exclude any basement, bonus room or garage areas regardless of whether they are finished or unfinished.

3. Section 1 "Vehicles and Trash" of Article III (page 10) and Section 8 "Storage Areas" of Article III (page 12) of the Declaration are hereby combined and amended in the following manner:

No Lot shall be used or maintained as a dumping ground for trash or waste of any type and all trash shall be maintained in sanitary containers, hidden from view. No automobile or vehicle shall be kept on any Lot or on any street adjoining any Lot unless the same carries a current state license plate and a current state inspection certificate as required. All recreational vehicles, boats, boat trailers and other accessories kept on any Lot shall not be visible from the street, lake, and/or properties of adjoining Owners except for a temporary period not to exceed 48 hours, per time period, as may be required for minor maintenance and cleaning. Each Lot Owner shall be responsible for keeping all boats that are docked in the Owner's boat dock in a neat and orderly fashion. No such vehicles shall be maintained outside of a dock area if no home is built on the Lot.

4. Section 5 (related to lawns and landscaping) of Article IV (page 13) of the Declaration is hereby replaced and amended in the following manner:

Water management steps must be in place before and during construction and at all times thereafter, to prevent and/or correct land erosion and mud/debris runoff into the lake or adjoining property. Post construction, all lawns and/or landscaping shall be established within one (1) year from issuance of certificate of occupancy and appropriately maintained thereafter.

5. Section 8 (related to driveways) of Article IV (page 14) of the Declaration is hereby amended in the following manner:

All driveways shall be located and constructed as approved by the Architectural Review Committee (ARC). Before construction begins on any Lot, an interim driveway shall be installed for construction purposes. Each driveway shall be installed from the edge of the public road to the construction site and consist of a minimum of 6" inches of crushed stone. Every Lot Owner shall be responsible for keeping mud off of all the public roads in Waterside during all construction, and at all other times; failing such, the Homeowners Association may remove such mud or other debris, and charge the Lot Owner for all expenses incurred in doing so. Corrugated metal culvert pipe shall be installed in accordance with the standards of the Virginia Department of Highways and Transportation if required.

Post-construction, finished driveways shall be surfaced with asphalt black top, poured concrete, paving stones or gravel. All driveways must be constructed with appropriate bulk fill/leveling material to ensure they are stable and will not sink under the weight of vehicles. All driveways must be properly maintained including a defined border, free of grass or weeds, and resealed/resurfaced/graded as needed to maintain the general groomed appearance.

6. Section 12 (related to parking) of Article IV (page 15) of the Declaration is hereby amended in the following manner:

Each Lot Owner who builds a dwelling upon his/her Lot shall provide enough off-street parking in their garage/driveway for their personal vehicles to prevent any ongoing need to park on the street. Parking on the street is only permitted for reasonable temporary periods of time to accommodate visitors if parking in the Lot Owner's garage/driveway is not available.

7. Section 1 "Enforcement" of Article V (page 17) of the Declaration is hereby amended in the following manner:

Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation and/or to recover damages. In addition, the Association or any Owner may bring any appropriate legal action against a Lot Owner to enforce or to cure any breach of these Restrictions or amendments thereto. In such event the Association or initiating Member shall be entitled to recover all legal fees and costs incurred from the offending Lot Owner upon a finding of a violation.

Pursuant to § 55.1-1819 of the Code of Virginia the Board of Directors also may assess violation charges against any member for any violation of the declaration or rules and regulations for which the member or his/her family members, tenants, guests, or other invitees are responsible. The amount of any charges so assessed shall not exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature, or such amounts as the law may provide, and shall be treated as an assessment against the member's Lot for the purposes of § 55.1-1833 of the

Code of Virginia regarding liens. If the referenced Code of Virginia changes, so shall these Restrictions or Amendments.

Prior to any imposition of penalty and pursuant to § 55.1-1819 of the Code of Virginia, the member alleged to be in violation shall be given a reasonable opportunity to correct the alleged violation after written notice of the alleged violation to the member at the address required for notices of meeting. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors.

8. Section 2 "Assessments" of Article VI (page 20) of the Declaration is hereby amended by changing the 2nd paragraph in the following manner:

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the association on the Lot described in such conveyance to him within thirty (30) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within sixty (60) days from the date said invoice is emailed or deposited, postage paid in the United States mail, in an envelope addressed to such Owner at the address of the Lot or to such other address as said Owner shall have designated, in writing, the Board of Directors may impose a late fee in an amount determined by the resolution of the Board of Directors. All unpaid assessments shall also accrue interest at a rate determined by the resolution of the Board of Directors. The amount of such charge plus any late fee, interest and attorney's fees shall become a lien upon said Owner's Lot and shall continue to be such lien until fully paid. If the referenced Code of Virginia changes, so shall these Restrictions and Amendments.

Except as modified by this Amendment, the Declaration shall remain in full force and effect.

(Certification on following page).

CERTIFICATION

I, Frances Michelle Garvey, president of the Waterside Homeowners Association of Bedford County, hereby certify that the requisite majority of owners approved the foregoing Corrected Third Amendment to the Declaration of Covenants, Conditions and Restrictions.

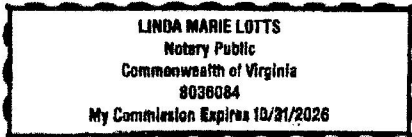
April 13, 2023
Date

Frances Michelle Garvey
Frances Michelle Garvey

COMMONWEALTH OF VIRGINIA
COUNTY CITY OF Bedford

}
} To-wit:

This 13 day of April, 2023, Frances Michelle Garvey, identified to me as the president of the Waterside Homeowners Association of Bedford County, executed the foregoing Certification in my presence, a notary public.



Linda Marie Lotts
Notary Public

My Commission expires: 10/31/2026.

Tax Map Nos.: 219-6-1 through 219-6-3;
219-6-6; 219-6-9; 219-6-A; 219-6-12 through 219-6-16;
219-6-21; 219-6-22; 219-6-25 through 219-6-29;
219-6-32 through 219-6-43;
219-6-45 through 219-6-46;
207-22-47 through 207-22-54; and
207-22-57 through 207-22-69.

230004028

INSTRUMENT # 230004028
E-RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
MAY 23, 2023 AT 09:01AM

JUDY E. REYNOLDS, CLERK
RECORDED BY: LZP

11 0003563

Tax Map Nos.: 219-6-2, 219-6-6, 219-6-12, 219-6-13, 219-6-15, 219-6-16, 219-6-21, 219-6-22, 219-6-25, 219-6-26, 219-6-28, 219-6-29, 219-6-32, 219-6-33, 219-6-34, 219-6-37, 219-6-38, 219-6-39, 219-6-40, 219-6-41, 219-6-43, 219-6-44, 219-6-45, 219-6-46, 207-22-47, 207-22-48, 207-22-49, 207-22-50, 207-22-51, 207-22-52, 207-22-53, 207-22-54, 207-22-58, 207-22-59, 207-22-60, 207-22-61, 207-22-62, 207-22-63, 207-22-64, 207-22-65, 207-22-66, 207-22-67, 207-22-68 and 207-22-69

This instrument was prepared by:
Spilman Thomas Baffle, PLLC
1100 Bank Building
310 First Street (24011)
P. O. Box 90
Roanoke, Virginia 24002-0090

SECOND AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WATERSIDE
BEDFORD COUNTY, VIRGINIA

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Waterside, made March 31, 2011, by LAKE WATCH, L.L.C., a Virginia limited liability company (the "Declarant" and/or the "Developer").

RECITALS

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated July 22, 2005, recorded in the Clerk's Office of the Circuit Court for the County of Bedford, Virginia, as Instrument No. 050011811, Declarant imposed certain restrictions, conditions, covenants and reservations, on property to be developed and known as Waterside;

WHEREAS, the Declaration was amended by First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment"), dated May 6, 2009, recorded in the aforesaid Clerk's Office as Instrument No. 090005532.

WITNESSETH:

NOW, THEREFORE, Declarant does hereby amend the Declaration and the First Amendment to provide for the following Second Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Second Amendment"), to be read and made a part of the Declaration and the First Amendment.

i. in this regard, Declarant does further amend Article VI, Section 2, Paragraph 3 (page 21) of the Declaration to provide for the following:


"At closing of the initial sale and upon any resale of any Lot, the Purchaser shall pay the sum of THREE HUNDRED (300.00) DOLLARS to the Association to be held by the Association to provide for the obligations, duties and purposes set forth in the Declaration of Covenants, Conditions and Restrictions."

2. Pursuant to Article II, Section I(b) of the Declaration, Declarant does hereby turn over the architectural review to the Association.

StellarOne Bank, as the beneficiary of a deed of trust on the remaining lots owned by Declarant, executes this Second Amendment solely to evidence its consent to the terms hereof.

WITNESS the following signatures and seals:

Lake watch, L.L.C.

 (SEAL)
Edward C. Park, III, Managing Member By:

COMMONWEALTH OF VIRGINIA

) to-wit:

City OF Roanoke)

The foregoing instrument was acknowledged before me this 7 day of ~~March~~ ^{April}, 2011, by Edward C. Park, III, Managing Member of ~~Ed Park, III~~ ^{Ed Park, III} Watch, L.L.C.



Kansen

(Reproducible Seal)

Notary Registration Number: 7384599

My commission expires: 02/28/2015

STELLARONEBANK

090005532

Tax Map/Parcel #s: 219 6 1 thru 219 6 3;
219 6 1 thru 219 6 3; 219 6 6; 219 6 9;
219 6 A; 219 6 12 thru 219 6 16;
219 6 21; 219 6 22; 219 6 25 thru
219 6 29; 219 6 32 thru 219 6 43;
219 6 45 thru 219 6 46; 207 22 47 thru
207 22 54; and 207 22 57 thru 207 22 69

Document Prepared by:
Clyde H. Perdue, Jr.
245 S. Main Street
Rocky Mount, VA 24151

FIRST AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WATERSIDE
BEDFORD COUNTY, VIRGINIA

WITNESS, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterside, made this 6th day of May, 2009, by LAKE WATCH, L.L.C., a Virginia Limited Liability Company (hereinafter referred to as the "Declarant" or the "Developer").

NOW, THEREFORE, the Declarant does hereby amend those certain Declaration of Covenants, Conditions and Restrictions for Waterside as are of record in the Clerk's Office of the Circuit Court of Bedford County, Virginia, as Instrument #050011811, to provide for the following First Amendment to the Declaration of Covenants, Conditions and Restrictions to be read and made a part of the Declaration of Covenants, Conditions and Restrictions.

In this regard, the Declarant does amend Article VI, Section 2, Paragraph 3 (page 21) to provide for the following:

At closing of the initial sale and upon any resale of any Lot, the Purchaser shall pay the sum of THREE HUNDRED (\$300.00) DOLLARS to the Developer to be held by the Developer to provide for the obligations, duties and purposes set forth in the Declaration of Covenants, Conditions and

set forth in the Declaration of Covenants, Conditions and Restrictions and with any balance to be delivered to the Association at such time as the duties for the collection of same are delegated by the Developer to the Association.

Witness the following signature and seal:

LAKE WATCH, L.L.C.,
a Virginia Limited Liability Company

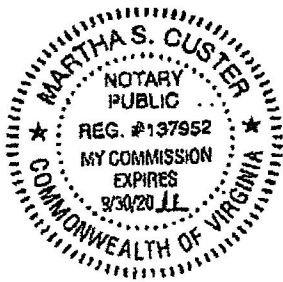
By: *Edward C. Park III* (SEAL)
EDWARD C. PARK III, Sole Member

STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing document was signed and acknowledged before me this the 6th day of May, 2009, by EDWARD C. PARK III, Sole Member, LAKE WATCH, L.L.C., a Virginia Limited Liability Company.

My commission expires: 9.30.2011



Martha S. Custer
NOTARY PUBLIC

INSTRUMENT #090005332
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
MAY 11, 2009 AT 12:37PM

CATHY C. HOGAN, CLERK
RECORDED BY: CHM

RETURNED
 MAILED

Rocky Mount Tall
\$ 21.00

050011811

THIS DOCUMENT PREPARED BY: Raine & Perdue, PLC
TAX MAP/PARCEL #: 219-A-1, 219-A-1A, PART OF 207-A-42 AND PART OF
207-A-43

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WATERSIDE

BEDFORD COUNTY, VIRGINIA

This Declaration of Covenants, Conditions and Restrictions made and entered into this, the 22nd day of July, 2005, by LAKE WATCH, L.L.C., A Virginia Limited Liability Company, (hereinafter referred to as the "Declarant").

R E C I T A L S:

1. Declarant is owner and developer of certain real estate located in Bedford County, Virginia, to be developed and known as WATERSIDE (being the property as described on plat of survey prepared by Philip W. Nester, L.S., dated April 15, 2005, and of record in the Clerk's Office of the Circuit Court of Bedford County, Virginia, as Instrument #050011593 (Plat Book 46, Pages 137 thru 148) the "Property").

2. To this end the Declarant desires to subject the property to the covenants, conditions, and restrictions as set forth herein.

NOW, THEREFORE, this Declaration of Covenants, Conditions, and Restrictions:

W I T N E S S E T H:

The Declarant hereby subjects and imposes as a condition of ownership that the property known as WATERSIDE, LOTS 1 thru 69, INCLUSIVE, (together with all such right, title and interest to be appurtenant unto such lot in and unto the waters of Smith Mountain Lake), all of which is more particularly shown and described on plat of survey prepared by Philip W. Nester, L. S., dated April 15, 2005, and of record in the Clerk's Office of the Circuit Court of Bedford County, Virginia, as Instrument #050011593 (Plat Book 46, Pages 137 thru 148), shall be held, transferred, sold and conveyed subject to the following covenants, conditions, assessments and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors in interest and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Common Area" or "Common Areas" shall mean that portion(s) of the Waterside Community over which the Declarant

or the Association shall have obligations and duties.

Section 2. "Declarant" or "Developer" shall mean and refer to Lake Watch L.L.C., a Virginia Limited Liability Company, its successors and assigns.

Section 3. "Declaration" or "Restrictions" shall mean these Covenants, Conditions and Restrictions and all the provisions set forth in this document, as same may from time to time be amended.

Section 4. "Waterside", shall mean and refer to Lots 1 through 69, inclusive, of the subdivision known as Waterside and all common areas and all benefits and burdens appurtenant thereunto.

Section 5. "Lot" shall mean and refer to each individual Lot, Lot 1 through 69, inclusive, (Instrument #050011593, Plat Book 46, Pages 137 thru 148) of Waterside, and all appurtenant easements, benefits and burdens.

Section 6. "Owner" or "Owners" shall mean and refer to the record Owner of title of any Lot included within the subdivision. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any persons or parties holding any

possessory interest granted by such Owner in any Lot.

Section 7. "Property" or "Properties" or "Subdivision" or "Community" shall mean and refer to that certain real property known as Waterside, as herein defined.

Section 8. "Association" or "Homeowners Association" shall mean the Waterside Homeowners Association, or such similarly named homeowners or property owners association formed by the Declarant for the purpose of maintaining the common areas, septic system easements, and providing for architectural review.

ARTICLE II

STRUCTURES AND OTHER IMPROVEMENTS

Section 1. Architectural Review Committee.

There is hereby established an Architectural Review Committee (the "ARC"). The Declarant or its designee shall act as the sole member of the Architectural Review Committee until the earliest of the following:

(a.) Conveyance by the Declarant of all Lots within the Subdivision; or

(b.) when the Declarant, in its sole discretion, decides to turn over the architectural review to the Homeowners Association.

At the time of the termination of architectural review by the Declarant, the Board of Directors of the Homeowners Association

shall establish an Architectural Review Committee to perform all of the functions as set forth herein, until such time all architectural review and approval shall be solely by the Declarant acting as the ARC.

Section 2. Architectural Review and Approval.

(a.) The Architectural Review Committee (the "ARC") shall have the exclusive authority to review the design and location of houses and other structures, all plans and specifications for the construction of dwellings, docks and any other improvements on the Lots or within any common area, and shall have the exclusive power and authority to accept or reject the said plans or require changes in said plans and specifications.

(b.) All plans and specifications for any structure, or any improvement whatsoever to be erected on or moved upon or to any Lot or any individual dock, and the proposed location of any dock on or adjacent to any Lot, the construction material, the roof and exterior color schemes, and later changes or additions to the exterior of any dwelling or boat dock, after initial approval thereof and any remodeling, reconstructions and/or alterations to the exterior of any dwelling or additions thereto on any Lot or any boat dock shall be subject to and shall require the approval, in writing, of the ARC, before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the

ARC. The above provisions shall be deemed to include the cutting of any trees with a diameter of eight (8) inches or larger in diameter, measured six (6) feet from the ground or the planting of any trees between the rear or lake side line of the house and Smith Mountain Lake.

(c.) There shall be submitted to the ARC two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications thereof have received such written approval as herein provided. The corners of all improvements must be staked on the Lot prior to submission of plans and specifications to the ARC for approval.

(d.) The ARC shall approve or disapprove plans, specifications and details within forty-five (45) days from the receipt thereof. One (1) set of said plans, specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the ARC for its permanent files.

(e.) The ARC shall have the right to disapprove any plans, specifications or details submitted to it (a) in the event the same are not in accordance with all of the provisions of these

Covenants, Conditions and Restrictions; or (b) if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent lot or other buildings or structures within the community; or (c.) if the plans and specifications submitted are incomplete, or (d.) in the event the ARC deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Community or any Lot Owner(s). The decision of the ARC shall be final.

(f.) Neither the Declarant nor any agent of the ARC shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Nor shall the ARC or Declarant nor any agent of the ARC or the Declarant be responsible or liable to any Owner for any architectural approvals made by or refused or denied.

(g.) At such time as the Declarant has conveyed all of the Lots in Waterside or otherwise transfers such authority to so act on its behalf, all decisions of architectural review and approval under these Restrictions shall vest in the Architectural Review Committee as established by the Board of Directors of the Association.

Section 3. Location of Buildings (House Location by ARC).

Except as hereinafter set out, no residence or other permanent structure shall be located on any Lot except as approved by the ARC and notwithstanding the above provision, a fifteen (15) foot side yard shall be maintained on each Lot; provided, however, that the ARC shall have the right at anytime, to reduce the fifteen (15) foot side yard set back to the County standard if screening, appropriate to the ARC, is provided. Where more than one (1) Lot line fronts upon a street, the ARC shall determine which is the front Lot line and how improvements should be situated on such Lot. In the event the ARC fails to approve, modify or disapprove in writing an application within thirty (30) days after the required documents have been submitted in writing to, it, in accordance with adopted procedures, approval will be deemed granted.

Section 4. Use of Land.

No portion of any Lot shall be improved or occupied for other than single-family residential purposes and no commercial activity of any nature shall be carried on any Lot in the subdivision. All residences shall be for the use of a single family residence and in addition to the erection of a principal residence, garden houses and storage buildings will be authorized, but such shall be in keeping with the architecture of the principal residence and will be further subject to approval of the ARC.

Section 5. Minimum Dwelling Size.

All one-story homes shall have a minimum square footage of 1800 square feet. All one and one half-story homes shall have a minimum square footage of 2300 square feet. All two-story homes shall have a minimum square footage of 2500 square feet. Said calculations shall exclude any unfinished basement or garage areas.

Section 6. Fencing.

No fence shall be erected on any Lot except as otherwise set out herein and as approved by the ARC.

Section 7. Temporary Structures and Mobile Homes.

No trailer, shack, tent, camping trailer or mobile home shall be erected on any Lot or used for living quarters either temporarily or permanently.

Section 8. Boat Docks.

All boat docks shall be located and constructed in accordance with the plans and specifications as approved by the ARC. In determining boat dock sites the ARC and Lot Owners will attempt to minimize the impact of docks on other Lot Owners views. The final approval of any boat dock design and location shall be at the sole discretion of the ARC, subject to AEP Shoreline Management Plan requirements.

ARTICLE III

USES OF LOT WITHIN THE COMMUNITY

The permitted uses, easements and restrictions for all Lots within Waterside, shall be as follows:

Section 1. Vehicles and Trash.

No Lot shall be used or maintained as a dumping ground for trash or waste of any type and all trash shall be maintained in sanitary containers, hidden from view. No automobile or vehicle shall be kept on any Lot or on any street adjoining any Lot unless the same carries a current Virginia license plate and a current state inspection certificate. All recreational vehicles, boats, boat trailers and other accessory shall be kept behind the front line of any home erected on any Lot and shall be screened by a six (6) foot solid fence from the street and from the adjoining property Owners. No such vehicles shall be maintained outside of a dock area if no home is built on the Lot, except as may be allowed by Section 8, herein.

Section 2. Nuisances.

No animals other than household pets may be kept on any Lot without the prior written approval of the Declarant or the Association, as the case may be, and no noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No

more than three (3) household pets shall be kept on any Lot for any period of time longer than eight (8) weeks. Household pets shall not be kept for any commercial purposes. All animals must be secured by a leash or lead, or under the control of a person and obedient to that person's command at any time they are permitted off of their Owner's Lot.

Section 3. Utilities.

Declarant will furnish underground utilities to each Lot line at the street and all Lot Owners will supply underground utilities from the streets to their respective residential structures.

Section 4. Water/Septic.

All Lots have been approved by the Bedford County Zoning and Subdivision Ordinance based upon an individual well and septic systems to serve each lot.

Section 5. Use to be Solely Residential.

No more than one single family dwelling shall be erected on any one Lot.

Section 6. Signs.

No commercial signs, billboards or advertising of any nature shall be erected, placed or maintained on any residential Lot herein designated, nor upon any building erected thereon, except directional and informational signs erected by the

Declarant, Realtors's "For Sale" signs (not to exceed 2 feet x 2 feet) shall not be erected or maintained on any Lot without the Owner of such Lot having first obtained permission on the Declarant, or his designee, except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict the size color and content of such signs.

Section 7. Removal of Trees.

Except in necessary construction areas and septic fields, no trees eight (8) inches or larger in diameter, measured six (6) feet from the ground, shall be removed from the property without the approval of the Declarant, its successors or assigns. There shall be no burning of trees, stumps or debris on any lot.

Section 8. Storage Areas.

Each Lot Owner shall be responsible for keeping all boats that are docked in the Owner's boat dock in a neat and orderly fashion. Storage of any boats or boat trailers shall not be permitted above the 800' contour line of any Lot except for a temporary period not to exceed 48 hours, per time period, as may be required for minor maintenance or cleaning of the boat or trailer; provided, the Declarant may in the future designate an area as an for boat/trailer storage.

Section 9. VDOT Approval.

No owner shall construct any physical improvement within

the VDOT right of way without VDOT approval.

ARTICLE IV

CONSTRUCTION STANDARDS

The following construction standards shall apply to all homes within Waterside:

1. All roof lines shall have a minimum pitch of 7:12.
2. Exterior siding shall be approved by the Declarant.
3. All utility sheds must be of the same general character and appearance as the residence on the Lot and must be approved by the ARC.
4. No statues or sculptures shall be located in the front yard of any Lot unless approved by the ARC.
5. All lawns shall be established within forty-five (45) days from issuance of certificate or occupancy or occupancy of the premises, whichever occurs first. All landscaping shall commence within ninety (90) days of the same date.
6. Treated landscape timbers are acceptable for landscaping purposes or exterior use. Railroad ties are not acceptable, unless approved by the ARC
7. CMU retaining walls shall be faced material approved by the ARC.

8. Driveways shall be located and constructed as approved by the Declarant. Before construction begins on any Lot, a driveway and culvert shall be installed. Each driveway shall be installed from the edge to the public road to the construction site and consist of 6" inches of crushed stone. Every Lot Owner shall be responsible for keeping mud off of all the public roads in Waterside during all construction, and at all other times; failing such, Declarant or the Home Owners Association, as the case may be, may remove such mud or other debris, and charge the Lot Owner for all expenses incurred in doing so. Corrugated metal culvert pipe shall be installed in accordance with the standards of the Virginia Department of Highways and Transportation. Driveways shall be surfaced with asphalt black top or concrete, and be completed within ninety (90) days of completion of construction of the residence.
9. All shoreline stabilization shall be the responsibility of individual Lot Owners and subject to all applicable regulations (Shoreline Management

Guidelines).

10. All dwellings and buildings shall be brick, wood, vinyl, dryvit, masonite, or natural stone to grade unless otherwise approved by the ARC.
11. Landscaping shall be permitted and approved by the ARC.
12. Each Lot Owner who builds a dwelling upon his Lot shall provide off-street parking for three (3) or more vehicles in a driveway or other appropriate (paved) area.
13. The Owner of any Lot shall provide for any dwelling constructed on such Lot a septic disposal system constructed in accordance with the specifications set forth by the applicable state and county public health officials. For lots within Waterside that require "off site" septic drainfields served by individual force mains, the Declarant will install such force mains and drainfields for all Lots. The first purchaser of any Lot that is serviced by an "off-site" drainfield shall pay a one time connection or hook-up fee of FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$4,800.00), to Declarant at the time of closing on the Lot. Refer to Article

VII, herein.

14. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or set at such places as not to be visible from any viewpoint, deemed by the Declarant or the ARC (as the case maybe) negatively impact any other lot Owner. Air-conditioning compressors, heat pump equipment and all other mechanical equipment shall be screened by landscaping so as not to be objectionable to the Declarant, its successors or assigns.
15. No satellite dish antenna or other transmission or receiving antennas shall be installed or placed on any Lot, provided, however, that the ARC the exercise of its authority may permit Lot Owners to install individual satellite dish or other television antennae. The ARC may refuse to approve any antenna or satellite dish based upon purely aesthetic considerations such as the size or location of the antenna.

ARTICLE V

SPECIFIC RESTRICTIONS

Section 1. Enforcement.

Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation and/or to recover damages. Declarant or Home Owners Association, as the case may be, reserves the exclusive right to perform any act set forth anywhere in this Declaration on behalf of a Lot Owner who has failed to abide by any affirmative obligation set forth herein or who has violation any prohibition herein. Such act shall include but not be limited to any act of maintenance, lawn care, construction or a required Lot improvement or removal or correction of a prohibited or faulty Lot improvement. All costs of such acts on behalf of the Lot Owner, including interest, attorney fees and recording taxes shall be charged to the subject Lot Owner, and a lien setting forth such costs may be recorded by Declarant or Home Owners Association against the subject Lot Owner and Lot among the Bedford County land records. In addition, the Declarant, the Association or any Owner may bring any appropriate legal action against a Lot Owner to enforce or to cure any breach of these Restrictions or amendments thereto. In such event Lot Owner shall pay for all of Plaintiffs's court costs, expense of litigation and

attorney's fees if Plaintiff is the prevailing party in such litigation.

Section 2. Future Roads.

No street or road connecting the Property to adjoining lands may be constructed on any Lot unless such street or road is constructed by Declarant or Declarant gives its express written permission for such construction.

Section 3. Restrictions on Further Subdivision.

No Lot within the Property shall be further subdivided or separated into a smaller lots or parcels by any Owner and no portion less that all of any such Lot shall be conveyed or transferred by any Owner except between Lot Owners to adjust lines provided that no additional Lot is created.

Section 4. 800-Foot Contour Line.

When the Declarant herein recites restrictions, covenants, conditions or rights as to such Lot, the same shall also apply to the land adjoining said Lot, situate, below the 800-foot contour line. A waterfront Lot Owner's use of the land below the 800-foot contour line whether flooded by the waters of Smith Mountain Lake or not, shall be limited to the area between the dock extension lines as shown on the recorded plat of survey of the subdivision of said Lot Owners Lot extending out into the waters of Smith Mountain Lake for a reasonable distance so as not to

interfere with the rights or property of other waterfront Lot Owner's.

Section 5. The use of any land below the 800-foot contour line and the waters of Smith Mountain Lake shall be at the users risk and in accordance with all applicable rules, regulations, laws, restrictions and conditions of record or otherwise published by any entity or government agency or body properly exercising jurisdiction as to said area. Declarant shall not be held responsible for any injury or death which occurs below the 800-foot contour line or in the waters of Smith Mountain Lake adjacent to Waterside.

ARTICLE VI

ASSESSMENTS AND HOME OWNERS ASSOCIATION

Section 1. Agreement.

Each lot owner shall by the acceptance of the Deed of Conveyance to the lot become a member of a Home Owners Association formed by the Declarant and, shall be subject to the dues and assessments as may be established by the Association, provided that the Declarant shall not be liable for any dues or assessments, either annual or special, on Lots owned by the Declarant upon which no house is occupied. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Assessments.

Except as provided for the Declarant, every Lot owner and member of the Association is deemed to covenant and agree to pay to the Association: (1) annual assessments or, and (2) special assessments for capital improvements, such assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien superior to any Deed of Trust or Mortgage on the Lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them, but shall be a lien on the land.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the association on the lot described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage paid in the United States mails, in an envelope addresses to such Owner at the address of the lot or to such other address as said Owner shall have designated, in writing. The amount of such charge shall become a

lien upon said Owner's lot and shall continue to be such lien until fully paid.

At closing of the initial sale of each Lot, each Owner shall pay the sum of ONE HUNDRED AND FIFTY Dollars (\$150.00) to the Developer to be held by the Developer in escrow and paid over to the Association to provide for its initial capital funds.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be determined by the Declarant or by the Board of Directors of the Association, as the case maybe. Prior to such the determination of the assessment by the Board of Directors, the annual assessment shall be determined by the Developer. Annual assessments may be charged and paid monthly, quarterly or annually as the Developer or Board of Directors may determine.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. The Board of Directors for Association shall determine the purpose for which the assessments will be made and allocated.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of that Lot. The first annual assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

ARTICLE VII

SEPTIC SYSTEMS

Section 1. Agreement.

Owners of Lots in Waterside shall be responsible for the maintenance of their individual septic system serving their Lot including all lines, septic field storage tanks and drainfields.

Section 2. Off-Site Septic Systems.

Subject to the provisions hereof, Lots 1, 9, 13, 16, 17, 20, 21, 22, 42, 46, 47, 48, 50, 54, 55, 56, 57, 59, 60, 61, 62, 65 and 67, will be served by "off-site" septic fields served by individual force mains with the initial location and area being defined and designated on plat of Subdivision for Waterside filed in the Clerk's Office of the Circuit of Bedford County, Virginia, as Instrument #050011593 (Plat Book 46, Pages 137 thru 148); provided, however and subject to the following:

A. The Developer reserves and is hereby provided the right to relocate the septic lines and drainfield area shown on the aforesaid subdivision plat (Instrument #050011593, Plat Book 46,

Pages 137 thru 148) (excepting that no relocation shall be made for Lots 9 and 13 upon Lot 14, but may be relocated to the remaining property of the Developer) to provide for a different location for any septic line and drainfield for any "off-site" lot, provided such relocation shall be at the Developers expense. Upon relocation of the designated easement as shown and provided on the Drainfields Easement Plat (Instrument #05001593, Plat Book 46, Pages 137 thru 148) shall be vacated and void.

B. The maintenance of the septic line and drainfield shall be the responsibility of the benefitted Lot owner. The Board of Directors shall establish a Committee composed of not more than four (4) lot owners each being as owner of a lot served by an "off-site" drainfield, to do the following:

(a.) Establish rules and regulations for upkeep and maintenance of the easement/surface area, septic lines and the drainfields;

(b.) Make assessments, annual and/or special, to provide for the upkeep and maintenance of the easement areas for the septic lines and drainfields; provided that any such assessments are approved by a majority of the lot owners served by an "off-site" septic system.

ARTICLE VIII

EASEMENTS

Section 1. Utility Easement.

The Declarant reserves unto itself the right to grant to any public or private utility easements, such as telephone, electric, gas and cable television for utility service purposes on a strip of land, within each Lot, fifteen (15) feet wide running adjacent to and parallel with all property lines of each Lot, provided such utility easements shall be for underground service lines only and shall not impact any proposed drainfields as shown on the drainfield plat on file at the Franklin County Health Department and Franklin County Planning.

Section 2. Water and Sanitary Sewer.

The Declarant further/reserves to itself the right to grant to Bedford County, Virginia, or other governmental body or agency thereof, such storm sewer, storm drainage and water line easements as may be required or requested by such governmental body or agency thereof on any Lot.

Section 3. Access Easement.

The Declarant further reserves unto itself and Homeowners Association, easements over, across the Lots within Waterside for the purpose of fulfilling its obligations hereunder.

ARTICLE IX

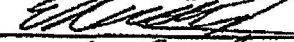

TERM

Section 1. Term and Amendment.

These covenants are binding upon and shall run with the land (i.e., Waterside) and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for 2 successive periods of 10 years each, unless an instrument executed by a majority of the current Lot Owners has been recorded agreeing to change said covenants in whole or in part; provided, however, that as long as the Declarant owns any Lots in Waterside, Declarant reserves the right to amend this Declaration of Covenants, Conditions and Restrictions at its sole discretion.

WITNESS the following signature and seal.

LAKE WATCH, L.L.C.,
A Virginia Limited Liability Company

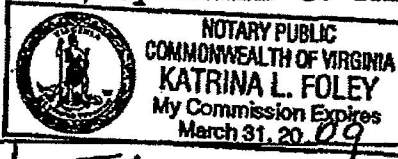
By: 
Its: 

STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF Franklin, to-wit:

The foregoing document was signed and acknowledged before me this the 22nd day of July, 2005, by EDWARD C. PARK, III, SOLE MEMBER of LAKE WATCH, L.L.C.

My commission expires:



Katrina L. Foley
NOTARY PUBLIC

RETURNED
 MAILED

Raine E. Pendue
\$ 35.⁰⁰

INSTRUMENT #050011811
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
JULY 26, 2005 AT 02:15PM
CAROL W. BLACK, CLERK

RECORDED BY: CHM