

DECLARATIONS OF PROTECTIVE COVENANTSDUSKANY SHORES

DATED: October , 2003

Graceland Properties, L.L.C., a Virginia limited liability company, is hereby referred to in this document as the "Declarant".

The Protective Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in Duskany Shores ("The Subdivision"), as below-described, or claiming under them.

Invalidation of any of the following Protective Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Protective Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: The Protective Covenants are applicable to the following described property located in Mecklenburg County, Virginia:

Lots No. 1 through 16, inclusive, of Duskany Shores, as more fully shown on that certain plat prepared by Maxey-Hines & Associates, P.C., dated August 14, 2003, and recorded in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia, in Plat Cabinet 1, Slide 379, page 6-7.

AND BEING the same real estate conveyed to Graceland Properties, L.L.C., from Edgar P. Anderson, Jr., et al, by Deed of Correction dated July 9, 2003, and recorded in the aforesaid Clerk's Office.

2. PROPERTY OWNERS ASSOCIATION AND ANNUAL ASSESSMENTS:

A. Every person or entity, who is a record owner of

Lots 1 through 16, inclusive, in the subdivision shall be a member of the Duskany Shores Property Owners Association ("Association"), and shall be entitled to one (1) vote for each Lot owned, provided however that Declarant shall be entitled three (3) votes for each Lot owned.

- B. The roadways, rights-of-ways, common areas and all amenities thereto constructed throughout the subdivision are for the use in common of the Declarant, Lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways or common area and amenities thereto.
- C. (1) The Declarant shall maintain all rights-of-ways and roads used for ingress and egress and built according to county specifications as described on the above-mentioned plat until such time that the Declarant turns them over to Association. At that time the roads will remain private, and the Association shall maintain all common areas, rights of way, and area roads as described on the above-mentioned plat and all amenities thereto within the Subdivision, and shall assess each Lot from 1 through 16, inclusive, amounts necessary for the improvement and maintenance of said

rights-of-ways, roads, common areas and amenities thereto, not to exceed \$300.00 per lot annually per Lot annually.

(2) All maintenance and upkeep of the roads, rights-of-way, common areas and amenities thereto fronting Lots 1 through 16, inclusive, including snow removal, will be done on the basis of competitive bids and only as required.

D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Mecklenburg County, Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.

E. If it is decided by the Association that the annual assessments needs to be increased or decreased or these Protective Covenants need to be modified or amended in any way, it shall be done only by an affirmative vote consisting of seventy-five percent (75%) of property owners of Lots 1 thorough 16 inclusive.

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- F. Each property owner shall be responsible for repair or any damage to roads in the Subdivision, resulting from the wilful or negligent acts of himself or his agents, servants, lessees or employees. Each property owner agrees to perform any such repairs at his or her own expense within a reasonable time, but not in excess of thirty (30) days after written notice of such damages have been sent to the property owner from Graceland Properties, L.L.C. or the Association.

3. EASEMENTS:

- A. The Lots in this project are subject to utility easements for the purpose of bringing public service to the land being developed. They are also subject to road and drainage easements as shown on the recorded plat.
- B. Declarant reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining same, and including 15' on cell sidelines.

4. RESIDENTIAL USE ONLY: The Lots shall be used for residential purposes only, and no commercial use shall be permitted. This restriction shall not be construed to prevent

rental of any Dwelling for private residential purposes or to prevent an individual Lot owner from conducting home occupations in the Dwelling, which occupation is subordinate to the primary residential use and occupies no greater than twenty percent (20%) of the Dwellings floor area.

5. SIZE REQUIREMENTS:

- A. No structure shall be erected, placed, altered, or permitted to remain on any Lot other than one detached, single-family Dwelling, not to exceed two and one-half stories in height a one-story accessory building and a stable or horse stall/barn, all of which must be approved by the Architectural Control Committee. All such structures and improvements shall be on brick, stone or stucco foundations.
- B. Any Dwellings located on Lots 1 through 16, inclusive, shall have a minimum enclosed living area of no less than 1,500 square feet exclusive of open porches, basements, decks, garages, carports, and other appurtenances and improvements thereto.

6. GARAGE AND DOCKS: All Dwellings may have an attached or detached garage or an attached carport, which shall be of the same style and exterior finish as the Dwelling. The garage may be built prior to construction of dwelling.

Any docks constructed and maintained on Lots 1 through 16,

inclusive, shall be placed and constructed in a fashion so that each dock lies entirely within the respective lot side boundary lines as if they extend into the lake. Any such dock must be expressly approved by the Architectural Control Committee to insure compliance with this requirement. Any dock may be built prior to construction of dwelling.

7. SHORELINE USE: Any use of the shoreline of waterways controlled or regulated by the Army Corp of Engineers, shall adhere to the guidelines and regulations promulgated by the Army Corp of Engineers and any other entity having jurisdiction thereof.

8. BUILDING SETBACKS: All structures shall be fifty (50) feet or more from the street right-of-way line. The minimum side yard clearance for structures shall be fifteen (15) feet. The structure shall be set back at least ten (10) feet from the back line, and otherwise must be in compliance with all state and local regulations. The Architectural Control Committee may, at its discretion, issue variances for these setbacks on a lot-by-lot basis, but in no case shall they permit a variance which does not comply with Mecklenburg County Minimum Setback Standards.

9. NO TEMPORARY STRUCTURES, CAMPING: No Structure of a temporary character shall be placed upon any Lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house. Notwithstanding the foregoing temporary camping, not to exceed fourteen (14) consecutive days, if

permissible under local zoning and land use regulations. Only equipment commercially manufactured for camping purposes, such as travel trailers, campers and recreational vehicles that are self-contained, may be used for camping shelters.

10. NO FURTHER SUBDIVISION:

No Lot shall be subdivided by sale or otherwise, unless expressly approved by the Architectural Control Committee and permitted under existing regulations of Mecklenburg County, Virginia, provided, however that any such lots may be merged together or combined subject to the existing regulations of Mecklenburg County, Virginia.

11. NUISANCE: No noxious or offensive trade activity shall be carried on or upon any tract, nor shall anything be done thereon which may cause an annoyance or nuisance to the neighborhood; further activities on or the use of any said Lot shall not pollute, cause waste to, or adversely affect other tract owners enjoyment.

12. ANIMALS: No animals or poultry of any kind may be kept or maintained on any of said Lots, except ordinary household pets, regularly housed within the Dwelling, and up to three (3) horses per lot herein, which are expressly permitted, unless otherwise approved by the Architectural Control Committee.

13. DWELLING APPEARANCE: Each Lot and all improvements thereon shall be maintained in a neat and attractive manner. No unregistered motor vehicles, junk or debris shall be stored on any Lot. Trash, garbage, or other waste shall not be kept,

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except in sanitary containers screened from view from all roads. All improvements shall be earth tone in color.

14. STORAGE: Recreational vehicles, boats and utility trailers, when not in use of the Lot, are to be stored in the back yard of Lots providing they are out of view from all roads to their lots.

15. NO SATELLITE DISHES: No satellite dishes or communicators shall be permitted unless concealed from view of all Lots, roads, and open spaces. The design of such enclosures must be approved by the Architectural Control Committee prior to erection.

16. PROHIBITED STRUCTURES: No mobile home, trailer, bus, manufactured home (single or double-wide), or all metal home, or any derivative of the foregoing shall be kept, maintained, or located on any Lot. Structures built entirely or substantially of exposed concrete block are prohibited. However, modular homes are expressly allowed provided they are in full compliance with the conditions, requirements and specifications set forth herein.

17. SIGNS: No signs of any description shall be displayed upon any Lot, except by Declarant, and further, except for a single sign per Lot, not to exceed 400 square inches, identifying Lot owner and Lot Number.

18. FENCES: Except for enclosing the perimeters of swimming pools, tennis courts and/or pet enclosures, no chain link fences will be permitted for use on any Lot. Except in the case of swimming pools, tennis courts and/or pet enclosures, no

fence shall exceed five (5) feet in height and shall be of an open construction. All buildings, additions, fences, and other structures must be approved, in writing, by the Architectural Control Committee prior to start of construction.

19. HUNTING: Duskany Shores is a nature preserve and no hunting or trapping of animals shall be permitted. Furthermore, the discharge of firearms on any of the properties of Duskany Shores shall not be permitted.

20. LOT CLEARING: It is expressly prohibited to clear, grade or otherwise remove trees or any natural vegetation located within fifteen (15) feet of all side line Lot boundaries or Lot boundaries contiguous to another Lot.

21. LIMITATION: Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the Property that is subjected to these Covenants.

22. ARCHITECTURAL CONTROL COMMITTEE:

A. In order to control, consistent with this Declaration, the design and location of improvements to be constructed, erected, placed, or installed (the "Improvements") upon the Lots in the Subdivision the Declarant hereby creates an Architectural Control Committee for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such Improvements.

- B. The Committee shall be administered and controlled by the Declarant until a certificate of occupancy is issued for the residences of all the Lots in the Duskany Shores Subdivision (all phases), subject however to the right of Declarant, by written notice to the Lot owners, to relinquish control of the Committee shall then automatically dissolve and pass to the Lot owners. During the period of nomination and control by the Declarant, the Committee shall be composed of such members, not to exceed three, as Declarant designates. The Committee shall be composed of three members upon the Lot Owners taking control who shall be elected by a majority vote of the members of the Lot Owners at a meeting of the Lot Owners held within sixty (60) days of Declarant's relinquishment and called for this specific purpose.
- C. No building, dock, fence, wall, outbuilding, driveway or any other improvement or appurtenance may be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, until the Complete construction Plans (the "Plans") are approved, in writing, by the Committee or its designated agents.
- D. The Plans shall include the name of the builder/

contractor, the complete construction plans, the plot plan, proposed building plans and specifications, and description of the exterior color, finish and materials utilized. The jurisdiction and scope of the Committee's authority shall include but shall not be limited to the size and plan of the principal residential dwelling and all accessory buildings, and improvements and appurtenances thereto and the location and manner of construction of the principal residential Dwelling and all accessory buildings, improvements and appurtenances thereto. All structures erected on any Lot shall have a roof pitches with a rise of six (6) inches in one (1) foot or greater (6/12), with multiple roof lines.

- 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 approved Plans, together with the requirements of the Declaration.

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 shall not constitute or be construed as an approval, warranty, or guaranty, express 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.

G. All exterior construction of Dwellings must be completed within one year subsequent to the commencement of excavation.

23. GENDER CLAUSE:

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 female and neuter, and neuter shall include the masculine and feminine.

24. CAPTIONS:

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

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provisions hereof.

25. ENFORCEMENT:

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 attorney's fee. Any Lot Owner may institute enforcement proceedings.

26. PARKING: No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-way or roads of the Subdivision, and no street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets.

27. CONFLICT: In the event of any conflict between the provisions of this document and the Plat drawings and/or specifications, the constraints reflected in the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon an Lot and pre-existing the recordation of this instrument are exempt from any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or

the addition of improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

28. RESERVATIONS:

A. Declarant reserves the right to amend, delete, or add to these covenants and restrictions as it deems necessary and to add additional parcels of land to the Duskany Shores Subdivision and to be governed by these Protective Covenants and any amendments thereof.

B. Declarant reserves the right to add additional Lots subdivided from adjacent land to Duskany Shores, and the owners thereof shall have the same use, enjoyment, and responsibility for maintenance of all roads, common areas, etc.

Any additional Lots will join the Duskany Shores Home Owners Association.

The Declarant warrants and covenants that this Declaration Of Protective Covenants is entered into and executed pursuant to resolution duly adopted by its board of Directors which has authorized its President to sign this instrument on behalf of the corporation.

WITNESS the following signature and seal:

GRACELAND PROPERTIES, L.L.C.

by:

its

Edgar P. Anderson, Jr.
Member Manager

STATE OF VIRGINIA

TO-WIT:

CITY/COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me
this 18th day of FEBRUARY, 2004, by Edgar P.
Anderson, Jr., a member manager and duly authorized
officer of Graceland Properties, L.L.C.

My Commission Expires:

4-30-04

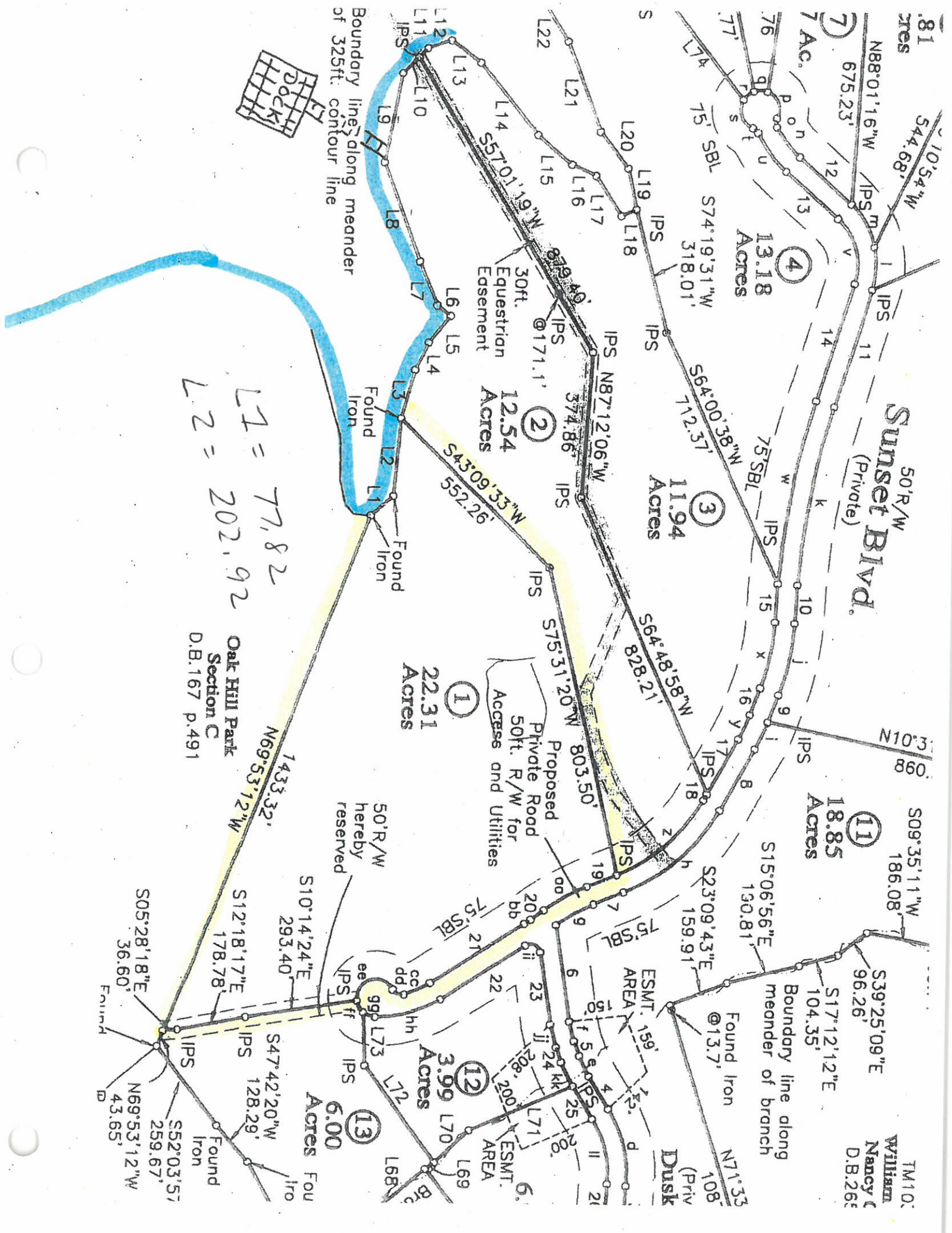
Barbara N. Wilson
Notary Public



VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court the 18th day
of FEBRUARY 20 04 at 3:01 PM. The foregoing instrument
together with the certificate of acknowledgment thereon endorsed was this day admitted to
record and all state and local taxes paid thereon.

Teste: E. E. Coleman, Jr., Clerk

By: MBC, Deputy Clerk



L1 = 77.82
L2 = 202.92

Oak Hill Park
Section C
D.B.167 p.491

Sunset Blvd.
(Private)

TM10:
William
Nancy C
D.B.266

Boundary line along meander
of 325ft. contour line

Boundary line along
meander of branch

Proposed
Private Road
50ft. R/W for
Access and Utilities

Dusk
(Private)

50'R/W
hereby
reserved