

**BY-LAWS
OF
PLANK ROAD SHORES ASSOCIATION, INC.**

(Insert SEAL)

Created: August 1989

Revised: August 2016

INDEX OF BI-LAWS

		Page Number
ARTICLE I:	Offices	3
ARTICLE II:	Membership	3
ARTICLE III:	Meetings	4
	Section 1 Annual Meeting	4
	Section 2 Special Meetings	4
	Section 3 Place of Meeting	4
	Section 4 Notice of Meeting	4
	Section 5 Waiver of Notice	4
	Section 6 Closing Transfer Books or Fixing Record Date	4
	Section 7 Quorum	5
	Section 8 Proxies	5
ARTICLE IV: Board of Directors		5
	Section 1 General Powers	5
	Section 2 Number, Tenure and Qualifications	5
	Section 3 Regular Meetings	5
	Section 4 Special Meetings	6
	Section 5 Notice	6
	Section 6 Quorum	6
	Section 7 Board Decisions	6
	Section 8 Vacancies	6
	Section 9 Compensation	6
	Section 10 Presumption of Assent	6
ARTICLE V:	Officers	7
	Section 1 Number	7
	Section 2 Election and Term of Office	7
	Section 3 Removal	7
	Section 4 Vacancies	7
	Section 5 Powers and Duties	7
	Section 6 Salaries	7
ARTICLE VI:	Contracts, Loans, Checks and Deposits	7
	Section 1 Contracts	7
	Section 2 Loans	7
	Section 3 Checks, Drafts or Orders	8
	Section 4 Deposits	8
ARTICLE VII:	Corporate Seal	8
ARTICLE VIII:	Waiver of Notice	8
ARTICLE IX:	Parliamentary Procedure	8
ARTICLE X:	Amendments	8
ARTICLE XI:	Conflict	8

**BYLAWS
PLANK ROAD SHORES ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

The corporation is chartered under the laws of the Commonwealth of Virginia and the principal registered office of the corporation shall be located on 199 Plank Shore Drive Boydton, in Mecklenburg County, Virginia 23917 (or current address of elected Property Owners Association President).

**ARTICLE II
MEMBERSHIP**

The purpose of this corporation shall be to administer and maintain the community property and facilities, including streets and roadways within and the access road to the subdivision known as Plank Road Shores (the "Subdivision"), managed by the Plank Road Shores Property Owners Association (POA) Board of Directors located within the Boydton Magisterial District, Mecklenburg County, Virginia, for the exclusive use, benefit and enjoyment of the owners of residential lots in the Subdivision and their guests; to implement and enforce the "Declaration of Protective Covenants" (the "Covenants") made by Propst Farms, Inc., as of August 16, 1989, and recorded in the Clerk's office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 381, Page 794, including all amendments, additions, or supplements thereto as may, from time to time, be promulgated according to the provisions of the Covenants as the same relate to the Subdivision; to collect and disburse the assessments provided for in the Covenants; to cooperate with public officials in planning and facilitating zoning ordinances and such other rules and regulations now existing or hereafter promulgated by lawful authority relating to the Subdivision; and to conduct all lawful affairs, not required to be specifically stated in the Articles of Incorporation, for which corporations may be incorporated under the Act.

The corporation shall have such general power, including that conferred upon non-stock corporations by Chapter 10, "Title 13.1 of the Code of Virginia, 1950, as amended, not in conflict with the provisions of these Articles of Incorporation, nor prohibited by applicable law.

There shall be but one class of membership.

Each owner of a Residential Lot as that term is defined in the Covenants shall be a member of the Corporation.

Each Residential Lot includes as an appurtenance thereto one, but only one, vote in all corporate affairs which, in the case of joint ownership by two or more people or legal entities, shall be exercised as the Co-Owners shall determine; but if no such designation is made prior to the commencement of any regular or special meeting of the Association members, the Association President (or meeting chairman) may, at his discretion, recognize one of the co-owners and receive and record the vote of such person as the designated representative and vote of the co-owners.

Proxy votes shall be permitted at any regular or special meeting of the membership. One third (33.3%) of the Residential lots represented in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing directors and transacting such other business as may come before such meeting. A majority vote of those lot owners represented in person or by proxy at any such meeting shall be sufficient to transact all business in behalf of the Corporation including the election of directors.

ARTICLE III MEETINGS

1. Annual Meeting: The annual meeting of the membership shall be held on the second Saturday in August of each year beginning in the year 2017 (or an alternate date chosen by the President), at the hour of 10:00 am for the purpose of electing directors and for the transaction of such other business as may come before the meeting.
If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding Saturday. If the election of directors is not held on the day designated herein for any annual meeting of the membership or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the membership as soon thereafter as is convenient.
2. Special Meetings: Special meeting of the membership for any purpose or purposes may be called by: (a) any officer or (b) any member of the Board of Directors, or (c) upon request of not less than 5% of the voting members of the corporation (the lot owners).
3. Place of Meeting: The location of the annual meeting will be determined each year by the Board of Directors.
4. Notice of Meeting: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the meeting by mail, email with read receipt attached by or at the discretion of the President or the Secretary or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the membership roster of the corporation, with postage thereon prepaid.
5. Waiver of Notice: Notice of any regular or special meeting of the members may be waived, in writing, in advance of or at any time prior to the adjournment of any such regular or special meeting.
6. Closing Transfer Books or Fixing Record Date: For the purpose of determining members entitled to notice of or to vote at any meeting of membership or any adjournment thereof, the Board of Directors of the corporation may provide that the membership books be closed for fifteen (15) days prior to the meeting.
7. Quorum: The voting members of the corporation, entitled to vote, represented in person or by proxy, at any duly called meeting, shall constitute a quorum at a meeting of the members.

8. Proxies: At all meetings of the members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after thirty (30) days from the date of its execution unless otherwise provided in the proxy. All proxies executed by a member to his duly authorized attorney in fact authorizing a vote or other action in his behalf by his attorney in fact as named in said proxy at the meeting for the purpose specified in the notice of the meeting for which said proxy is given, shall continue in full force and effect for a period of thirty (30) consecutive days from and after the date on which said meeting is originally scheduled. In the event that the meeting so scheduled pursuant to notice be not held at the time and place specified or if commenced be not concluded for any reason and be thereafter continued from its scheduled date to any future date within said thirty (30) day period, then, in any such event, said proxy shall continue in full force and effect and shall be entitled to be received by the Secretary of the corporation and by him filed as part of the permanent minutes of said corporation and shall be voted, in the discretion of the attorney in fact named therein, as he shall see fit. In the case of a regular scheduled meeting of the members for which no notice is required, then, said proxy shall continue in full force and effect for a period of thirty (30) consecutive days from and after the date of the regular scheduled membership meeting.

ARTICLE IV BOARD OF DIRECTORS

1. General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.
2. Number, Tenure, and Qualifications: The number of initial Directors (“Initial Directors”) of the corporation shall be three (3). The Initial Directors shall hold office for three years until their successors are duly elected, qualify, and assume the duties of office.
3. Regular Meetings: A regular meeting of the Board of Directors shall be held without notice other than by this By-Law immediately after and at the same place as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the corporation in the absence of any designation in the resolution.
4. Special Meetings: Special meetings of the Board of directors may be called by or at the request of the President or either of the two directors, and shall be held at the principal business office of the corporation or at such other place as the directors may determine.
5. Notice: Notice of any special meeting shall be given at least twenty-four (24) hours before the time fixed for the meeting, by written notice delivered personally, sent by email with read receipt or mailed to each director at his business address. If mailed, such notice shall be deemed delivered when deposited in the United States mail so addressed,

with postage thereon prepaid, not less than five (5) days prior to the commencement of the above-stated notice period. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6. Quorum: A majority of the number of directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
7. Board Decisions: The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
8. Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of membership called for that purpose.
9. Compensation: The Directors shall not be compensated for their attendance at any meeting nor shall their expenses be paid by the corporation.
10. Presumption of Assent: A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE V OFFICERS

1. Number: The officers of the corporation shall be three (3), to wit: a President, Vice President and Secretary/Treasurer.
Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. When the number of directors is increased to two or more as provided in this by-law, the office of President and Secretary shall be separated and held by different persons.

2. Election and Term of Office: The officers of the corporation to be elected by the Board of Directors shall be elected every three years beginning August 2016 at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor has been duly elected and qualifies or until his death or until he resigns or is removed in the manner hereinafter provided.
3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
5. Powers and Duties: The powers and duties of the several officers shall be as provided from time to time by resolution or other directive of the Board of Directors. In the absence of such provisions, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to this corporation.
6. Salaries: The officers of the corporation shall serve without pay.

ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. Contracts: The Board of Directors shall approve all contracts or other documents or instruments prior to the execution or delivery thereof, in behalf of the corporation, and thereafter such contracts shall be executed by the Board of Directors.
2. Loans: No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless such action shall have been authorized by a Resolution of the Board of Directors. Such approval and authority may be general or confined to specific instances.
3. Checks, Drafts or Orders: All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the corporation in accordance with the foregoing provisions or otherwise on the corporate account established at such bank or lending institution as the Directors shall determine shall be signed by the President.
4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such bank, trust companies, or other depositories as the Board of Directors may from time to time select.

ARTICLE VII

CORPORATE SEAL

The Corporate Seal of the corporation shall consist of two concentric circles within the inner edge of which shall be embraced the words "PLANK ROAD SHORES ASSOCIATION, INC." and across the center thereof the word "SEAL".

ARTICLE VIII WAIVER OF NOTICE

Whenever any notice is required to be given to any MEMBER or Director of the corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent in the giving of such notice.

ARTICLE IX PARLIMENTARY PROCEEDURE

Parliamentary procedure at all meetings of the stockholders and/or Directors, whether regular or special, shall be governed by Robert's Rules of Order.

ARTICLE X AMENDMENTS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board. Changes in and additions to the By-Laws by the Board of Directors shall be reported to the members at their next regular meeting and shall be subject to approval or disapproval of the members at such meeting. If no action is then taken by the members on a change in or addition to the By-Laws, such change or addition shall be deemed to be fully approved and ratified by the members.

ARTICLE XI CONFLICT

If any conflict appears between these By-Laws and the provisions of the Declaration of Protective Covenants, then the provisions of the Covenants shall control.

PLANK ROAD SHORES ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants ("the Covenants") originally made as of August, 16, 1989, by Propst Farms, Inc., a Virginia corporation (the "Developer").

A survey in 2004 by Crutchfield & Associates, Inc. of Chase City, VA added Lot 1, Lot 1A and Lot 2 to the subdivision at the request of E. Bruce Wright. *This is per Article XII, Section 1. Duration at the bottom of page 15 of 17 of the Covenants.* A survey in 2012 by Crutchfield & Associates, Inc. of Chase City, VA divided and changed Lot 1, Lot 1A, and Lot 2 to Parcel A at the request of Thomas Mark Vaughan. The size of Lot 1 was increased and part of Lot 2 was removed from the subdivision and combined with Parcel C owned by Thomas Mark Vaughan. This property is designated as Lot 9/Parcel A as part of Plank Road Shores Association, Inc.

WHEREAS:

- A. The Board of Directors (BOD) shall preserve the values and promote the amenities of the Property and to provide for the administration, operation and maintenance of the streets and roadways and other designated common use areas, (the "Common Property"), it desires to subject the Property to certain restrictions, easements, and liens which it deems beneficial for the Property and its subsequent purchasers and owners;
- B. It has incorporated Plank Road Shores Association, Inc., a Virginia nonstock, nonprofit corporation (the "Association") to which it hereby delegates and assigns the duty and the power:
 1. To maintain, administer, and operate the Common Property;
 2. To administer and enforce the Covenants;
 3. To collect and disburse the dues and assessments mentioned in later provisions of the Covenants; and
 4. To perform such other acts or duties as may or might be required, necessary or desired, to the end that the value of the Property and the welfare of the property owners and their guests will be promoted, protected and maintained.

NOW, THEREFORE, the Board of Directors declares that the Property and the lots, hereinafter defined, shall be held, sold, and conveyed by it and shall be owned, occupied, used and enjoyed by the subsequent purchasers thereof, their successors and assigns, subject to the restrictions, reservations, easements, liens, assessments, and encumbrances herein mentioned, together with any amendments and/or additions thereto subsequently incorporated herein by reference.

ARTICLE I
DEFINITIONS

Section 1. The following words, when used in the Covenants, (unless the context shall prohibit) shall have the following meaning:

- a) "The Association" shall mean and refer to Plank Road Shores Association, Inc., a Virginia Corporation.
- b) "The Property" shall mean and refer to all lands and easements described in Article II, hereof.
- c) "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.
- d) "Residential Lot" any plot of land subdivided from the Property (and any land that might be added to the subdivision as provided under Article II(B) of the Covenants) as shown or designated by number or letter on the

subdivision plat of the Property recorded or to be recorded in the Clerk's Office unless otherwise noted or excluded in Article II(A). The Residential Lots, also known as "Lots", shall be used exclusively for single family residential purposes.

- e) "Owner" shall mean and refer to the person or entity having a legal or equitable interest in any Lot whether or not such interest is acquired by Deed, Contract, Will, intestate descent, or gift.
- f) "Legal Entities" shall include, but shall not be limited to corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states, the United States of America, or any agency of political subdivision of either.
- g) "Member" shall refer to those association members as provided in Article III, Sections 1 and 2 of the Covenants.
- h) "Common Property" shall mean and refer to those designated areas within the subdivision, including the streets or roadways devoted to the common use and enjoyment of the Owners of Residential Lots.
- i) "Set Back Line" shall mean and refer to the building set back line of each Residential Lot shown on the recorded subdivision plat or as provided in Article V., Section 3 of the Covenants.

ARTICLE II

A. PROPERTY SUBJECT TO THE COVENANTS

(1) LOTS 1 – 8, Lot 9/Parcel A, Lot A (common property) & Plank Shore Drive.

B. BOARD OF DIRECTORS RESERVATION OF RIGHTS

The Board of Directors shall have the right to add additional land to the subdivision and bring such additional land into the scheme of and to subject it to the restrictions, provisions, reservations and conditions of the Covenants. The additional land shall be subject to assessments for pro rate maintenance costs and upkeep of the Common Property to include any additional Common Property or streets.

The additional land may be brought under the scheme of the Covenants (the "Supplemental Declaration").

The Supplemental Declaration may contain such additions or modifications to the Covenants as the Board of Directors deems necessary to reflect the character of the additional land. The Supplemental Declaration shall be effective when recorded in the Clerk's Office.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

There shall be but one class of membership in the Association. The Owner of such Residential Lot (Lot), as that term is defined in the Covenants, shall be a member of the Association.

Membership is restricted to the Board of Directors, its successors or assignee and to those persons or legal entities who own one or more Residential Lots in the Subdivision.

Section 2. Voting Rights

Each Residential Lot includes as an appurtenance thereto one, but only one, vote in all corporate affairs which, in the case of joint ownership by two or more people or legal entities, shall be exercised as the co-owners shall determine.

In no event shall more than one vote be cast in any affairs of the Association with respect to any Residential Lot. The co-owners of each Lot shall designate the person entitled to vote at any meeting of the Association prior to or at such meeting. If no such designation is made the chairman of the meeting,

in his sole discretion, may recognize one of the co-owners of the Lot and shall record the vote of such co-owner as the deemed representative of the owners.

Section 3. Proxy Votes

Proxy votes are permitted at any regular or special meeting of the Members of the Association. Thirty-three percent (33%) of the Residential Lot Owners represented in person or by proxy at any duly called meeting of the membership shall constitute a quorum for the purpose of electing Directors and transacting such other business as may come before the meeting.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members Easement of Enjoyment

Subject to provisions of Section 3. of this Article and Section 2. of Article III, each Residential Lot shall include as an appurtenance thereto membership in the Association and the right to use the Common Property.

Section 2. Title to and Control of Common Property

The Board of Directors may, at any time, delegate and assign such functions, duties, and responsibilities to the Association pertaining to the maintenance and operation of the Common Property or portion thereof as it considers appropriate and conducive to the welfare of the community. The Common Property shall be conveyed to the Association subject to the provisions of the Covenants.

Section 3. Limitation of Member's Interest in Common Property

The Members' interest in the Common Property is, and shall remain, subject to the following:

- a) The right of the Association to borrow money for the purpose of improving the Common Property and to encumber the Common Property as security for the debt. The Members' rights and easements in the Common Property shall be subordinate to any Purchase Money Deed of Trust given by the Association as security for funds borrowed for any improvements to the Common Property whether or not any such Deed of Trust is in existence as of the date of the Declaration or is made by the Association subsequent to the date hereof;
- b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosures;
- c) The right of the Association to levy special assessments or other fees for the use and maintenance of the Common Property in addition to the annual fees hereinafter established.

ARTICLE V.
CONSTRUCTION AND USE LIMITATIONS

Section 1. Residential Use and Construction Requirements (Conventional or Pre-fab Construction).

- a) The Residential Lots shall be used for single family residential purposes only.
- b) Excluding porches, garages, patios, carport, and basements:
 - 1) Single family residences shall have a minimum of 1500 square feet enclosed heated living area on the first or ground floor;
 - 2) Two story (above ground) residences shall contain a minimum of 1,000 square feet enclosed heated living area on the first or ground floor;

- c) All building materials shall be new or structurally sound. The exterior walls of all improvements shall be brick, wood, vinyl, or approved fiberboard siding. No asphalt shingles, tarpaper, tin or similar building materials shall be used for the exterior walls of any improvements. Concrete or similar blocks may be used for foundations but they shall not be employed as “above ground” exterior walls unless stuccoed.
- d) All dwellings must have solid wall foundations.
- e) All structures shall be completed on the exterior and all grading, landscaping and seeding shall be complete within one year from commencement of construction.
- f) No temporary structures of any nature shall be erected, located, occupied, used or maintained on any lot.
- g) Lots shall be maintained in a reasonable manner and if cleared, mowed. Where mowing is required, it is recommended to mow every two weeks.

Section 2. Mobile Homes and Doublewides Prohibited.

No mobile homes shall be permitted on the Lots.

Dwellings and other free standing structures shall be of conventional “stick built”, “panelized”, or modular construction having a wood, brick, vinyl, or fiberboard exterior finish with a roof slope of not less than 5/12 and at least an 18 inch overhang on all side and end walls. The plans and specifications for all Lot improvements shall be submitted to and approved by the Board of Directors of the property owners association as provided by Article VI.

Section 3. Building Set Back Lines.

- a) Unless a higher standard is required by the current applicable county building code in which case the greater standard shall control, minimum building set back lines are established as:
 - 1) Corner lots:
 - a. Sideline (Street): 30 feet
 - b. Front line (Street): 25 feet
 - c. Sideline (nonstreet): 12 feet
 - d. Rear line: Any line adjoining the property owned by the U.S. Government (Corps. Of Engineers) shall have no (0 feet) set back.
 - 2) All other lots:
 - a. Sidelines: 12 feet
 - b. Front line (Street): 25 feet
 - c. Rear line: Any line adjoining the property owned by the U.S. Government (Corps. Of Engineers) shall have no (0 feet) set back.

Section 4. Improvements.

Proposed improvements to any Lot must be submitted to and approved by:

- a) The Mecklenburg County Health Department and/or the County Building Inspector;
- b) The Board of Directors of the property owners association; and
- c) Any agency of the federal, state, or local government that now has and any that may acquire subsequently jurisdiction in the premise before and such improvements are begun.

Section 5. Advertising.

The Owners or the agents or representative of either, may advertise lots for sale by use of one sign erected on the specific Lot to which the sign relates.

- a) The owner of any Lot may display his name and/or address on one on-site sign not larger than one by two feet.
- b) All signs shall be new and shall be properly and adequately maintained as to construction and appearance.

Section 6. Livestock.

- a) No livestock, poultry, or animals shall be permitted in the subdivision except family household pets (dogs and cats). Household pets shall not be maintained for commercial purposes. Household pets shall be kept and maintained to insure that they do not interfere with the right of quiet enjoyment of other persons owning or occupying Lots in the subdivision.

Section 7. Garbage Containers.

- a) Trash, garbage, and other waste materials shall be kept in sanitary containers. Garbage cans and trash containers shall be kept in a clean, sightly, and sanitary condition.

Section 8. Fuel Containers.

- a) All fuel tanks and containers shall be buried or concealed from the public view including the view of other Owners in the subdivision.

Section 9. Plumbing Facilities.

- a) All dwellings shall be equipped with inside plumbing facilities which shall conform to the minimum requirements of and shall be approved by the Code Enforcement Officers of Mecklenburg County, Virginia, and any other agent or agency of federal, state, or local government that has and any that may acquire subsequently jurisdiction in the premise.

Section 10. Building Permits.

- a) The Lot owner must obtain, at his separate and sole expense, a building/improvement permit from the Code Enforcement Officer of Mecklenburg County, Virginia, before construction of improvements begins. Additionally, the Lot owner must comply with all federal, state, or local regulations governing lot improvements whether they now exist or are enacted subsequent to these Covenants.

Section 11. Easements.

- a) Utility Easements. Each Lot and each street or roadway is subject to the following easement reservation in addition to those shown on the recorded subdivision plat, which the Board of Directors may convey to public or private utilities or public service companies for electric, telephone, water, sewer, or gas service to the subdivision.

- 1) Corner Lots:

- Side (Street): 10 feet

- Front (Street): 15 feet

- Side Line (nonstreet): 10 feet

- Rear Line: Any line adjoining the property owned by the U.S. Government (Corps. Of Engineers) shall have no (0 feet) set back.

2) All Other Lots:

Side Lines: 10 feet

Front Line (street): 15 feet

Rear Line: Any line adjoining the property owned by the U.S. Government (Corps. Of Engineers) shall have no (0 feet) set back.

The easements may be used for the construction, reconstruction, and/or maintenance of utility conduits, poles, wires, pipes or fixtures and shall include the right to trim or cut any trees, bushes, shrubs or grass ("Vegetation") which interferes, or threatens to interfere, with the construction, maintenance, or operation of the utilities whether or not such Vegetation is actually located upon or situate within the area above reserved. The utilities may be installed above or below the ground.

- b) Drainage and Access Easements. Each lot is subject to a drainage easement 15 feet wide which extends along the entire length of the front, side, and rear lot lines and in specific instances, as shown on the Plat. The easements are reserved for the Board of Directors, its successors or assigns.

The Board of Directors also reserves the right to clear, grade, and maintain the drainage easements reserved herein so as to afford physical ingress and egress over the easement area to and from the property within the subdivision or other property adjacent thereto.

ARTICLE VI.
ARCHITECTURAL CONTROL
(BOARD OF DIRECTORS)

Section 1. Review by Board of Directors.

- a) No residence, outbuilding, fence, wall, above ground, or in-ground pool shall be constructed or located on any Lot nor shall any addition, exterior change or modification to any existing structure be commenced until the plans and specifications therefor have been submitted to, approved in writing, by the Board of Directors according to the provisions of the Covenants. If no action is taken on the Owner's request within sixty (60) days after the plans and specifications are submitted, they shall be deemed approved.
- b) Construction agreement shall be submitted to the Board of Directors (Architectural Review Committee) for approval.

ARTICLE VII
UTILITIES

Section 1. Water.

Water service for each Lot in the subdivision is the sole and separate responsibility of the Board of Director's grantee(s) and his/her/their respective successors and assigns. Each Lot will be served by an "on-site" well, pumping, storage, and distributing facility to be contracted for, installed and maintained by the Lot purchasers as their sole and separate expense. The Board of Directors will not install or cause installation of any on-site water system. The subdivision will not be served by a central water system.

ARTICLE VIII.
SANITARY FACILITIES AND UTILITIES

Section 1. Privies Prohibited.

No outside toilet or privy shall be constructed or used on any Lot in the subdivision.

No untreated waste from any Lot shall be permitted to enter any streets, branch, creek, ditch, gully, or tributary thereof nor shall any such effluent be permitted to enter the John Kerr Reservoir.

Section 2. Septic Tanks.

Sanitary waste disposal is and shall be the responsibility of each Lot Owner. The Owners shall install and maintain, at their sole and separate expense, septic tanks and subsurface drain fields to meet their respective requirements in strict compliance with the requirements of:

- a) The Mecklenburg County Health Department, Mecklenburg County, Virginia; or
- b) Any other governmental agency or political subdivision having jurisdiction in the future.

Prior to the commencement of construction of the septic tank or drain field or any other improvements upon the property, the Owners must contact the Mecklenburg County Health Department, Boydton, Virginia, and obtain an improvements permit for the facilities. The local health officials are required to visit the Lot and establish the location of the septic tank and drain field in advance of construction.

ARTICLE IX.
STREETS WITHIN THE SUBDIVISION

Section 1. Construction.

The Board of Directors has constructed or will construct all streets in the subdivision.

The streets have a minimum dedicated right-of-way of 50 feet in width. They are constructed and will be maintained to afford legal and physical all-weather access by conventional vehicular and pedestrian traffic to each of the Lots. The streets have a minimum width of 20 feet. Gravel road was surfaced with tar and gravel in September of 2009 and resurfaced in September of 2015.

Section 2. Ownership and Maintenance.

The streets will be owned and maintained by the Board of Directors. The annual dues assessment, hereinafter provided, shall be used by the Board of Directors to defray the maintenance cost of the streets. The annual dues assessment shall be retained by the Association.

ARTICLE X.
CONVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien.

Subject to the later provisions of the Article, an annual assessment (the "Assessment") is hereby established and levied on each residential lot. The Assessment is hereby made, and it shall remain a continuing lien on each Residential Lot. In addition, the Assessment shall remain the personal obligation, joint and several, of each Lot Owner, their successors and assigns.

To the extent not prohibited by applicable law, the lien of and the personal obligation to pay the Assessment shall include:

- a) The principal amount thereof; and

- b) Interest at 12% per annum from and after the due date (hereinafter defined) thereof; and
- c) A late payment charge of 50% of the principal amount of the Assessment if it is not paid within thirty (30) days after its due date; and
- d) All court costs incurred by the Association in the collection of any unpaid Assessment (principal, interest, and penalty); and
- e) Attorney's fees in addition to the total amount of the Assessment including principal, interest, and penalty, when the account is placed into the hands of an attorney for collection by the Association.

Section 2. Purpose of the Assessment.

The Assessment shall be used by the Association:

- a) To maintain, renovate, improve, operate, and administer the Common Property including, by way of amplification and not limitation, the streets, roads, and easements within or those leading to the subdivision; and
- b) To construct, maintain, renovate, operate, and administer such additional Common Property in the subdivision as the Association may deem necessary and proper; for the benefit and enjoyment of the Owners to the end that the value of the property shall be protected, promoted, and enhanced. In the interest of clarity, the streets and roads within the subdivision shall be of graded, gravel construction, the wearing surface shall be at least twenty feet wide and four inches deep. The covenant of maintenance herein contained shall be deemed to mean that the streets and roadways within the subdivision shall be maintained to reasonable and seasonable afford all-weather access to each Lot in the subdivision by conventional motor vehicles.

The Common Property shall be maintained in a reasonable and prudent manner and shall be kept reasonably free of trash, debris, and refuse, the area of which shall periodically be bush-hogged or mowed.

Additionally, the Assessment shall be used for the payment of taxes and insurance upon or with reference to the Common Property.

Section 3. Amount of Annual Assessment – Due Date.

The Assessment shall be \$250.00 per Lot.

The Assessment shall be due and payable, in advance, on July 1, 2018; and thereafter, on July 1 of each succeeding year (the "Due Date"). The Assessment shall not be prorated for any portion of any year.

Section 4. Annual Assessment – Increase.

The Board of Directors of the Association may increase the Assessment upon thirty (30) days prior written notice to the Owners, but the amount of any increase shall not exceed 25% of the then current assessment in any annual assessment period. The increase shall be for such duration as the Board of Directors shall determine and shall be adopted by a majority vote of said Directors.

Section 5. Special Assessment – Establishment – Levy.

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, propose a special assessment which shall then be submitted to the membership for approval at any regular or special meeting of the Members. The notice of any meeting of the Members at which a

proposed special assessment will be considered, shall be given, in writing, to each member at least 15 days, but not more than 30 days, prior to the meeting and shall state the time, place, and purpose of the meeting. The Resolution shall state the purpose of the special assessment, the amount, duration, and due date thereof.

The proposed special assessment shall be deemed inacted and shall become a lien on each Residential Lot in the subdivision upon approval of a majority of the voting members present in person or by proxy at any meeting of the membership which is held in accordance with the provisions of this section.

Section 6. Quorum.

One third (1/3) of the Lot Owners present, in person or by proxy, at any duly called meeting of the Membership shall constitute a quorum for the purpose of transacting business.

Section 7. Duties of the Board of Directors.

The Board of Directors of the Association shall prepare a roster of properties and assessments applicable thereto at least 15 days in advance of the due date of the assessment. It shall be kept at the office of the Board of Directors of the Association and shall be open to inspection by any Member during business hours.

The Assessment to each owner of record is due on or before June 1 of each year commencing June 1, 2018. The Board of Directors of the Association may send an annual notice of assessment.

The Board of Directors of the Association shall send a notice of any special assessment to each member within 15 days after assessment is determined. A special assessment requires a quorum of thirty-three percent (33%) of members.

Failure of the Board of Directors to send the notice of assessment (annual or special) shall in no way abrogate the lien of Assessment nor the personal obligation of the owner for payment of the same.

Section 8. Nonpayment of Assessment, Regular or Special – Enforcement.

If any assessment, regular or special, remains unpaid more than 30 days beyond its due date, as herein provided, The Association shall forthwith prepare and file, in the Clerk's Office a NOTICE OF DECLARATION OF LIEN, stating:

- a) The name and address of the property owner – debtor;
- b) The name and address of the Association;
- c) The source and basis of the lien;
- d) The amount of the lien (principal, penalty, and interest rate);
- e) A description of the land to which the lien is attached;
- f) Date on which the lien commenced; and
- g) Such other information as may be required by law.

Thereafter, the Association may proceed by the then appropriate legal action, in law or in equity, in a court of competent jurisdiction in personam against the Owner personally obligated to pay the same and/or in rem against the land to enforce the lien personally against Owner or against the land to collect

the amount thereof. Lot owners are responsible for all associated costs incurred by the Attorney and the Association for purposes of collecting unpaid assessments.

Section 9. Subordination of Lien to Deeds of Trust, Mortgages, and Taxes.

The lien of the Assessment herein provided is and shall be subordinated to:

- a) Taxes levied by the United States of America, the Commonwealth of Virginia, the County of Mecklenburg, or any governmental agency or political subdivision of either;
- b) To any Purchase Money Deed of Trust or mortgage whether or not the Board of Directors or other person or legal entity is the beneficiary;
- c) To any other Deed of Trust or mortgage executed as security for a valid debt;

provided, however, such subordination shall apply only to assessments which become due and payable prior to the sale of the Residential Lot to which it has attached in a foreclosure proceeding under the Deed of Trust or mortgage, or sale in a proceeding to enforce a tax lien or other judicial proceeding to enforce the security interest of the Beneficiary of such Deed of Trust or mortgage.

Subsequent assessments shall not be adversely affected by any such sale or transfer and such sale or transfer shall not relieve the Lot from the liability therefor. The personal obligation of the Owner for payment of the Assessment shall not in any instance be terminated or otherwise affected by such sale or foreclosure proceeding, whether or not the Assessment became due prior or subsequent to the foreclosure proceeding or sale.

Section 10. Exempt Property.

The following property, subject to the Declaration, shall be exempt from the Assessments, charges, and liens created herein;

- a) All properties to the extent of any easement or other interest therein devoted to public use;
- b) All properties defined in Article I., Section 1.(h);
- c) All properties exempt from taxation pursuant to the laws of the Commonwealth of Virginia or the United States of America to the extent of such legal exemption.

ARTICLE XI
MOTOR VEHICLES

No unlicensed motor vehicles shall be operated within the subdivision. This prohibition expressly extends to mini-bikes, go-carts, motor scooters, motorcycles, mopeds, trail bikes, ATVs and all other motorized unlicensed vehicles. Unlicensed golf carts and utility vehicles are allowed and must be operated by licensed driver. No unlicensed driver shall be permitted to operate any licensed motor vehicle within the subdivision.

ARTICLE XII.
GENERAL PROVISIONS

Section 1. Duration.

The Covenants shall run with and bind the land and shall inure to the benefit of and shall be enforceable by the Board of Directors, the Association, or the Owner of any Residential Lot in the subdivision, their respective legal representatives, heirs, successors and assigns, until July 15, 2027. Thereafter, the Covenants shall be automatically extended for four successive periods of five years each unless amended or modified by the written agreement of the then owners of two-thirds of the Residential Lots in the subdivision. Amendment shall be effective on the date recorded in the Clerk's Office.

Section 2. Notices.

Any notice required to be sent to any Member or Owner under the provisions of the Covenants shall be deemed legally given when mailed, postage prepaid, to the last known address of the person who appears as the Member or Owner on the records of the Board of Directors of the Association at the time of such mailing.

Section 3. Enforcement.

Enforcement of these Covenants shall be by any proceeding at law or in equity against:

- a) Any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damage; and
- b) The land to enforce any lien created by the Covenants. Enforcement proceedings may be instituted and maintained by:
 - a. The Board of Directors of the Association;
 - b. Any Lot Owner; and
 - c. Any government or agency thereof having jurisdiction in the premise.

The failure of the Association, the Board of Directors or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Rights of the Board of Directors and/or Association.

The Board of Directors or the Association is hereby given the right to enter upon any Lot for the purpose of removing signs, debris, brush, junk or any other unsightly or unsanitary condition and shall not be considered a trespasser in so doing. The Board of Directors and/or Association further reserves the right to make a reasonable charge to the Owner of such lot or lots for such service which charge, if made, shall be a lien upon the premise and shall be fully enforceable by the Board of Directors and/or Association through appropriate legal action.

Section 5. Severability.

Invalidation of any provision of the Covenants by order or decree of any court shall in no way effect the remaining provisions of the Covenants which shall continue in full force and effect.

Dated: May 22, 2019

--- PAGE 012

Plank Road Shores Association, Inc.

BY Jerry Clemmer
Jerry Clemmer, President

ATTEST:

Anne M Brager
Anne Brager, Secretary/Treasurer – Plank Road Shores Association, Inc.

(Corporate Seal)

STATE OF VIRGINIA
COUNTY OF MECKLENBURG

I, Jennifer Whittemore, a Notary Public in and for the County and State aforesaid, hereby certify that Jerry Clemmer, President, and Anne Brager, Secretary/Treasurer, of Plank Road Shores Association, Inc. whose names are signed to the foregoing Declaration of Protective Covenants dated April 22, 2019, have this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 22nd day of May, 2019

My commission expires: 3-31-21



Jennifer Whittemore
Notary Public

VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court the 22nd day of May, 2019 at 8:53 AM. The foregoing instrument together with the Certificate of acknowledgement thereon endorsed was this day admitted to record and all state and Local taxes paid thereon.

Teste: Nichelle G Gordon, Clerk
KG, NBJM

Dated: May 22, 2019

PAGE 032

Plank Road Shores Association, Inc.

BY Jerry Clemmer
Jerry Clemmer, President

ATTEST:

Anne M Brager
Anne Brager, Secretary/Treasurer – Plank Road Shores Association, Inc.

(Corporate Seal)

STATE OF VIRGINIA
COUNTY OF MECKLENBURG

I, Jennifer Whittemore, a Notary Public in and for the County and State aforesaid, hereby certify that Jerry Clemmer, President, and Anne Brager, Secretary/Treasurer, of Plank Road Shores Association, Inc. whose names are signed to the foregoing Declaration of Protective Covenants dated April 22, 2019, have this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 22nd day of May, 2019

My commission expires: 3-31-21



Jennifer Whittemore
Notary Public

VIRGINIA: In the Clerk's Office of Mecklenburg Circuit Court the 22ND day of May, 2019 at 8:53AM. The foregoing instrument together with the Certificate of acknowledgement thereon endorsed was this day admitted to record and all state and Local taxes paid thereon.

Teste: Nicholas G Gordon, Clerk
by NBTW