

**CHAMPION FOREST SHORES**

002223

**DECLARATION  
OF  
PROTECTIVE COVENANTS**

This Amended Declaration of Protective Covenants (the "Amended Covenants") is made as of April 22, 2000, by Champion Forest Shores Association, Inc., a Virginia non-stock, non-profit corporation (the "Association").

**PREAMBLE:**

1. The Developer, Tanglewood Land Company, Inc., a Virginia corporation, published and recorded the Declaration of Protective Covenants and Supplemental Declaration of Protective Covenants in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the "Clerk's Office") as follows:

- a. The Declaration of Protective Covenants dated June 21, 1982 is recorded in the Clerk's Office in Deed Book 303, Page 237;
- b. The Supplemental Declaration of Protective Covenants dated December 1, 1982, is recorded in the Clerk's Office in Deed Book 305, Page 675.

2. The real property ("Property") was conveyed to Champion Forest Shores Association, Inc., by Tanglewood Land Company, Inc., on January 12, 1984 (Deed Book 313, Page 693) and February 16, 1985 (Deed Book 324, Page 205). These Amended Covenants address this change and certain other refinements as directed by the property owners.

**WHEREAS**

To preserve the values and promote the amenities of the Property and to provide for the administration, operation and maintenance of the streets and roadways, (the "Common Properties"), the Association desires to subject the Property to certain restrictions, easements and liens which it deems beneficial to the Property and the subsequent purchasers and owners thereof, and has the duty and power:

1. To maintain, administer and operate the Common Properties;
2. To administer and enforce the Covenants; and
3. To collect and disburse the assessments mentioned in the later provisions of the Covenants; and
4. To perform such other acts and duties as may be required necessary or desired, to maintain and promote the value of the Property and the welfare of the owners and their guests.

NOW, THEREFORE, the Association declares that the Property and Common Properties and the Lots 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 (the "Covenants") hereinabove or hereinafter provided, together with such amendments and/or additions thereto as subsequently may be 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 Champion Forest Shores Association, Inc., a Virginia corporation.
- (b) "*The Property*" shall mean the land described in Article II of the Covenants.
- (c) "*Original Lot*" shall mean any plot of land shown upon that plat of survey made by Crutchfield and Associates as of May 25, 1982, and July 28, 1982, recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the "Official Records") in Plat Book 3, Page 2-3 and Pages 20-21.
- (d) "*Residential Lot*" is any lot in the subdivision, other than those designated as "well lot", and shall be used exclusively for single or duplex family residential purposes.
- (e) "*Owner*" shall mean and refer to the person or legal entity having a legal or equitable interest in any Original Lot whether or not such interest is acquired by Deed or Contract.

- (f) "Legal entities" shall include, but shall not be limited to corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states or the United States of America, or any agency or political subdivision of either.
- (g) "Member" shall refer to those association members as provided in Article III, Section 1 and 2 of the Covenants.
- (h) "Common Properties" shall mean and refer to those areas in the subdivision, including the access road and all roads within the Property, 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 III, Section 2 of the Covenants.
- (J) "Duplex" or "Duplex House" shall mean and refer to a residential house having separate living accommodations for two families.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION AND  
ADDITIONAL PROPERTY

*Section 1. Existing Property.*

The real property which is and shall be held, owned, transferred, sold, conveyed, and occupied subject to the Covenants is situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, more particularly described as:

ALL that certain lot or parcel of land together with improvements thereon and appurtenances thereunto belonging, shown on a plat of survey prepared by Marvin L. Crutchfield, C.L.S., dated March 16, 1982 (the "Plat"), recorded in the Official Records in Plat Book 3, Page 1; being the identical land conveyed Tanglewood Land Company, Inc., by deed of Champion International Corporation, dated as of May 10, 1982, recorded in the "Official Records" in Deed Book 302, Page 763, and Deed Book 304, Page 786, to which deed and plat reference is here made more particular described therein as follows:

Beginning at an iron forming the southeastern corner of the property herein conveyed and also being a corner of the lands known as Fox Run Subdivision; thence along the property line of Fox Run Subdivision N.52°48' 42" W. 403.40 feet to an iron forming a corner of the lands retained by the Grantor and the lands forming Fox Run subdivision; thence a new made line the following courses and distances to a point in the high water mark of Lake Gaston: N. 86°57'51"W. 616.38 feet; N.67°22'38" W.527.62 feet, N. 75° 11' W.742.71 feet; S.88°23'21" W. 144.38 feet; N.02° 25' 09" E. 91.05 feet; N. 75°57' 50" E. 247.39 feet; N. 31°36' 27" E. 305.29 feet; N. 71° 33' 54" E. 252.98 feet; and N. 13° 27' 53" , W. 260.33 feet; thence along the high water mark of Lake Gaston the following courses and distances to a point in the property line of Fox Run Subdivision: N.54°46' 33" E. 95.57 feet; N. 62° 03' 40" - (sic)220.25 feet; N. 74°51' 47" E. 137.49 feet; N. 89° 13' 50" E. 93.70 feet; N. 75° 03' 47" E. 200.48 feet; N. 80°24' 49" E. 128.89 feet; N.81°05'49" E. 94.70 feet; N.69°05'44" E. 84.39 feet; N.86° 11'50" E. 115.40 feet; S. 73°59' 16" E. 202.54 feet; S. 18°48' 30" E. 52.53 feet; S. 52°06' 39" W. 59.42 feet; N. 86°51' 49" W. 61.60 feet; S. 44°48' 39" W. 68.22 feet; S.84°50' 10" W. 84.30 feet; S.54°10'28"W. 134.94 feet; S.65°58' 18"W 79.62 feet; S.35°41'51" W.99.44 feet; S. 29° 16' 01 " W. 150.57 feet; S.84°20' 10" W. 106.50 feet; S.68°33' 16" W.63.01 feet; S. 48°52' 34" W. 114.04 feet; S. 17° 05' 22" W. 107.65 feet; S. 21 ° 11' 26" E. 98.75 feet; N. 15° 12' 34" E. 227.29 feet; S. 66° 12' 22" E. 112.53 feet; S. 73°43' 16" E. 91.02 feet; N.58°35'37" E. 94.58 feet; N.35°03' 08" E.274.89 feet; N.66°21'43" E.116.48 feet; S. 86°50' 11 " E. 175.31 feet; S.50°48' 39" E.214.78 feet; S. 31 030' 08" E. 236.91 feet; S. 11°57' 43" E. 60.43 feet; S.65° 12'23" E. 105.03 feet; N. 24°24' 40" W. 105.15 feet; N.12°08' 29" E.86.46 feet; N. 18° 18'29" W. 172.81 feet; N. 04° 01' 13" E. 53.57 feet; N. 49° 09' 27" E. 275.91 feet; N.30° 09' 00" E. 163.53 feet; N. 89° 13' 50" E. 118.60 feet; S.55°42'33" E. 182.66 feet; S.13°57' 39" E. 177.89 feet; S.°06' 00' 50" E. 149.88 feet; S.30° 19' 10" E. 152.47 feet; S. 14°24'27" W.65.33 feet; S.86°35' 11"E.85. 71 feet; S.78°56'14" E. 118.12 feet ;N.36°55' 10" E.157.34 feet; N.49°36'27" E. 99.07 feet; N.19°07'41" E. 82.46 feet; N.68°42'44" E. 89.79 feet; S. 50°22'39" E.82.93 feet; S.01°21'52" W.39.12 feet; and S. 01°2'52" W. 68.64 feet; thence along the property line of Fox Run Subdivision the following courses and distances to the point of beginning: S.64°53' 29" W. 377. 16 feet; S. 72° 05' 49" W.99.98 feet; S. 68°43' 44" W. 149.01 feet; S.65° 15' 39" W. 195.02 feet; S.63°49' 54" W. 153.02 feet; S. 610 03' 34" W. 185.00 feet; S. 04°42' 04" W. 193.06 feet; S. 08°36' 38" W. 146.10 feet; S. 09° 02'34" W. 224.17 feet and S. 06° 30' 43" W. 101.05 feet; containing 60.5 acres, more or less.

TOGETHER WITH a non-exclusive, perpetual easement for ingress, egress, and access and for the location, construction, installation, operation, and maintenance of public or private utilities over, across, along, and through that certain roadway extending from Virginia State Route 637 to the real property above described through other lands of Champion International Corporation as shown on the Plat as conveyed Tanglewood Land Company, Inc., by an agreement between said corporation and Champion International Corporation dated as of May 10, 1982, recorded in the Official Records, in Deed Book 302, Page 757, to which reference is hereby made for a more detailed and accurate description of said property.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

*Section 1.* There shall be one class of membership in the Association. Membership shall be restricted to those persons who purchase, by Contract or by Deed (the Lot Owners) one or more Residential Lots in the subdivision. No person or legal entity having an interest in any Original Lots as security for the payment of a debt shall be a member of the Association.

*Section 2. Voting Rights.*

There shall be one vote per lot at all meetings of the membership of the Association.

*Section 3. Proxy Votes.*

Proxy votes shall be permitted at any regular or special meeting of the Association. A majority of those Members present, 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.

When more than one person or legal entity holds an ownership interest in any Residential Lot, only one shall be a voting member. The vote for such lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Residential Lot and the Owners of such Lot shall designate the person entitled to vote at any meeting of the Association prior to or at said 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 3. of Article III. of the Covenants, each Residential Lot shall include as an appurtenance thereof membership in the Association and the right to the use and enjoyment of the Common Properties.

*Section 2. Title to and Control of Common Properties* resides with the Association.

*Section 3. Extent of Members Easements.*

The rights and easements of enjoyment thereby created are and shall be subject to the following:

- (a) The right of the Association, in accordance with its By-Laws and Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and to encumber said properties as security for such indebtedness. The members' rights and easements in the Common Properties shall be subordinate to any purchase money Deed of Trust given by the Association or any Deed of Trust given by the Association as security for funds borrowed for any improvements to the Common Properties whether or not said Deed of Trust is in existence as of the date of this 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 Properties against foreclosure;
- (c) The right of the Association to levy special assessments or other fees for the use and maintenance of the Common Properties in addition to the annual fees hereinafter provided.

## ARTICLE V

## CONSTRUCTION AND USE LIMITATIONS

*Section 1. Residential Use and Construction Requirements*

*(Conventional or Prefab Construction).*

- (a) The Residential Lots shall be used for single or duplex family residential purposes only.
- (b) Excluding porches, garages, patios, carports, basements, and attics:
  - (1) Single family residential structures shall have a minimum of 800 square feet enclosed living area on the first floor; and
  - (2) Duplex family residential structures shall have a minimum of 800 square feet enclosed living area on the first floor of each residence; and
- (c) All building materials shall be new or structurally sound.  
The exterior walls of all improvements shall be brick, wood or aluminum, vinyl or masonite siding, or as approved by the Architectural Committee. 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.
- (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 twelve months from commencement of construction.
- (f) No temporary structures of any nature shall be erected, located, occupied, used or maintained on any lot.

*Section 2. Mobile Homes.*

No mobile homes shall be permitted in Section 1 (Lots 1-12; 14-45, inclusive) in the subdivision.

Pre-fabricated, double wide units are permitted in Section 1 so long as they have a conventional "A" roof with a one-foot overhang over the eaves.

Mobile homes are permitted in Section 2 (Lots 63-81, inclusive) in the subdivision only so long as said mobile homes are not less than twelve feet by fifty-five feet; are not more than ten years old on the date they are located on the lot; are placed on permanent foundations; and are underpinned or skirted.

The underpinning may be of brick or masonry construction. Skirting must be of the same or similar type exterior siding as that employed in the construction of the mobile home.

*Section 3. Specific Restrictions - Section 1: Lots 13; 33; and 34. Section 2: "Access Lot".*

Lot 13 as shown on the Plat is reserved as a "well lot" and no residential structure of any kind, type, or nature, temporary or permanent, may be constructed or used on said lot.

Lots 33 and 34 shall be used for single family residential purposes only and no such structure shall contain more than two bedrooms.

The "Access Lot" shown on the Plat of Section 2 is, and shall be reserved as a part of the Common Properties as defined in the Covenants and shall be used by the owners of Residential Lots in Section 1 and Section 2 and their respective guests and invitees for recreational purposes and as common access to the waters of Lake Gaston.

*Section 4. Building Set Back Lines.*

Set back lines shall be in accordance with the Mecklenburg County Codes.

*Section 5. Location of Improvements.*

- (a) The proposed location of buildings, septic tanks and drain fields must be approved, in advance, by the Mecklenburg County Health Department, the Building Inspector, Mecklenburg County, Virginia, and the Architectural Control Committee of the Association (as provided by Article VI, of The Covenants), their successors or assigns.

*Section 6. Advertising*

- (a) The Developer, the Owners or the agents or representatives of either, may advertise lots for sale by use of one, on-site sign not larger than 2 ½ feet by 2 ½ feet, erected on the specific lot to which it relates.
- (b) The Owner of any lot may display his name and/or address on one on-site sign not larger than one by two feet.
- (c) All signs shall be new and shall be properly and adequately maintained as to construction and appearance.

*Section 7 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, and they shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the subdivision.

*Section 8. 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 9. 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 10. 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 Mecklenburg County Health Department or such other governmental agency having jurisdiction in the premise.

*Section 11. Building Permits.*

- (a) Lot Owners must obtain a Building Permit from the Building Inspector of Mecklenburg County, Virginia, prior to commencement of any construction. Each owner shall obtain, at his sole cost and expense, such permits as may be necessary for construction and occupancy of lot improvements.

*Section 12. Easements.*

- (a) *Utility Easements.* Each lot is subject to the following easement reservation in addition to those shown on the recorded subdivision plat, which the Association may convey to public or private utilities or public services companies for electric, telephone, television, water, sewer or gas service to the subdivision.

*(1) Corner Lots:*

- Side (Street) - 10 feet
- Front (Street) - 10 feet
- Side Line (non-street) - 10 feet
- Rear Line - 10 feet

*(2) All Other Lots:*

- Side Lines - 10 feet
- Front Line (Street) - 10 feet
- Rear Line - 10 feet

The easements may be used for the construction or maintenance and operation of conduits, poles, wires, pipes or

structures and shall include the right to trim or cut any trees, brush, shrubs or grass (Growth) which interferes or threatens to interfere, with the construction or maintenance of the utilities whether or not such Growth is actually located upon or situate within the area above reserved. The utilities may be installed above or below the ground.

ARTICLE VI  
ARCHITECTURAL CONTROL COMMITTEE

*Section 1. Review by Committee.*

(a) No residence, outbuilding, fence or wall shall be constructed or located on any lot nor shall any addition or exterior change or modification be commenced until the plans and specifications therefore have been submitted to and approved, in writing, by the Association.

If no action is taken by the Association within sixty (60) days after submission of the plans and specifications, the request shall be deemed approved.

ARTICLE VII  
UTILITIES

*Section 1. Water.*

A central water distribution system has been installed in the subdivision and water service will be extended to a boundary line of each lot (the lot line). The central water system, including existing storage and pumping facilities and the trunk and distribution lines are owned and will be maintained by Fox Run Water Co., Inc., its successors or assigns (the Water Company). The existing wells, pumping, and storage facilities are located upon lands owned by the Water Company situate in Fox Run on Lake Gaston, a subdivision previously developed by Tanglewood Land Company, Inc. Ownership of the water system shall be retained by the Water Company, its successors or assigns.

The water service will not afford fire protection to the community.

NO INDIVIDUAL WELLS, WATER SUPPLIES OR SYSTEMS ARE PERMITTED ON ANY LOT OR ANY GROUP OF LOTS IN THE SUBDIVISION. WATER SERVICE SHALL BE OBTAINED SOLELY FROM THE CENTRAL 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 stream, branch, creek, ditch, gully or tributary thereof nor shall any such affluent be permitted to enter Lake Gaston.

*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 expense, septic tanks and subsurface drain fields in strict compliance with the requirements of the Mecklenburg County Health Department, Mecklenburg County, Virginia, and such other governmental agencies or political subdivisions thereof having jurisdiction in the premise.

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 installation of 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 STREET DESIGN AND CONSTRUCTION DOES NOT CONFORM TO THE SPECIFICATIONS OF THE VIRGINIA HIGHWAY DEPARTMENT. THE STREETS SHALL NOT BE DEDICATED TO NOR SHALL THEY BE MAINTAINED BY THE STATE OF VIRGINIA. THEY WILL NOT BE INCORPORATED INTO THE HIGHWAY SYSTEM OF THE STATE.

The street right-of-way is 50 feet. Streets will be graded with a graveled surface, 20 feet wide, 3 inches deep and will afford two lanes of travel for conventional vehicles.

*Section 2. Ownership and Maintenance.*

The streets are owned and maintained by the Association.

ARTICLE X  
COVENANT FOR MAINTENANCE ASSESSMENT

*Section 1. Creation of the Lien.*

Subject to the later provisions of this Article, an annual assessment (the Assessment) is hereby established and levied on each residential lot.

The Assessment, is hereby made, and shall remain a continuing lien on the Residential Lots.

In addition, the Assessment shall remain the personal obligation, jointly and severally, of the Owners, their successors and assigns.

The lien of, and the personal obligation to pay, the Assessment shall include:

- a. the principal amount thereof; and
- b. interest at 10% per annum from and after the due date (hereinafter defined) thereof; and
- c. all Court costs incurred by the Association in the collection of any unpaid Assessment (principal, interest and penalty), and
- b. attorney fees of 33-1/3% of the total amount of the Assessment including principal, interest and penalty.

*Section 2. Purpose of the Assessment.*

The Assessment shall be used by the Association:

- a. to maintain, renovate, improve, operate and administer the Common Facilities including, by way of amplification and not limitation, the streets, roads and easements within and the access roadway to the subdivision; and
- b. to construct, maintain, renovate, operate and administer such additional common facilities 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.

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

*Section 3. Amount of Annual Assessment - Due Date.*

The Assessment shall be:

- a. \$100.00 per single family; and
- b. \$200.00 per duplex family lot per year (the Principal Amount).

The Assessment shall be due and payable, in advance, on June 1, 1983, and thereafter on June 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 two-thirds 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 enacted 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.*

A quorum for any meeting of the membership shall be those Members present, in person or by proxy, at any duly called meeting notice of which shall have been sent as required by the provisions of these Articles.

*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 the Association and shall be open to inspection by any Member.

The Association shall send an annual notice of the Assessment to each owner of record on or before April 15 of each year commencing April 15, 1983. The Board of Directors of the Association shall send a notice of any special assessment to each member within 15 days next after the enactment of any such assessment. Failure of the Board of Directors to send the notice of assessment (annual or special) shall in no way abrogate the lien of the Assessment nor the personal obligation of the owner for the payment of 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 Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia, wherein the land lies, 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 attaches;
- 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 against the land to collect the amount thereof.

**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 State 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.
- 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 shall not relieve the property from 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 this 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) and Article IV., Section 2. hereof;
- c. All properties exempt from taxation pursuant to the laws of the State 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, golf carts, go-carts, motor scooters, motor cycles, mopeds, trail bikes and all other motorized unlicensed vehicles. In addition, no unlicensed driver shall 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 Association or the Owner of any Residential Lot in the subdivision, their respective legal representatives, heirs, successors and assigns, until December 31, 2000. Thereafter, the Covenants shall be automatically extended every five years unless amended or modified by the written agreement of the then owners of fifty-one (51) percent of the Residential Lots in the subdivision.

No such agreement shall be effective unless made and recorded in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia, at least six months in advance of the effective date.

**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 a Member or Owner of the records 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:

- (1) the Association;
- (2) any Lot owner; and
- (3) any government or agency thereof having jurisdiction in the premise.

The failure of the Association 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 Association.

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 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 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: April 22, 2000.

CHAMPION FOREST SHORES ASSOCIATES, INC,  
A Virginia Corporation

Richard L. Moore (SEAL)  
Richard L. Moore, President

ATTEST:

Jackie C. Halls  
Jackie C. Halls, Secretary

STATE OF VIRGINIA, COUNTY OF MECKLENBURG

I, Sarah H. Seaman, a Notary Public in and for the County and State aforesaid, certify that Richard L. Moore and Jackie C. Halls, President and Secretary, respectively, of Champion Forest Shores Association, Inc., a Virginia corporation, whose names are signed to the foregoing Amended Declaration of Protective Covenants dated April 22, 2000, have this day personally appeared before me and acknowledged the execution thereof in my County and State aforesaid.

Given under my hand this 22<sup>nd</sup> day of April, 2000.

My commission expires: April 30, 2002

(NOTARIAL SEAL)

Sarah H. Seaman  
Notary Public

INSTRUMENT #000002223  
RECORDED IN THE CLERK'S OFFICE OF  
MECKLENBURG COUNTY ON  
MAY 3, 2000 AT 03:55PM  
E. E. COLEMAN, CLERK

BY: ABT (DC)