

Annual Financials

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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Boxwood Property Owners Association, Inc

Balance Sheet For 12/31/2023

Assets

1100-100 - Checking - Operating Account	\$12,273.96	
1200-100 - Reserve Account -Money Market	\$13,492.58	
1200-227 - Box - CD 6795 - 3.92% Jan 2024	\$79,941.53	

Total Assets**\$105,708.07****Accounts Receivable**

1300-000 - Accounts Receivable	\$1,996.50	
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Total Accounts Receivable**\$1,996.50****Total Assets****\$107,704.57**

Liabilities

2210-000 - Prepaid Association Fees	\$17,045.27	
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Total Liabilities**\$17,045.27****Capital**

3200-000 - Transfers In/Out Reserve Fund	\$13,428.00	
3600-000 - Retained Earnings	\$93,190.46	
3800-000 - Current Net Income	(\$15,959.16)	

Total Capital**\$90,659.30****Total Liabilities / Equity****\$107,704.57**

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Boxwood Property Owners Association, Inc

Statement of Revenues and Expenses 12/1/2023 - 12/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4500-000 - Association Fees	-	-	-	52,947.92	52,700.00	247.92	52,700.00
Total Income	-	-	-	52,947.92	52,700.00	247.92	52,700.00
Other Income							
5600-020 - Court Costs Reimbursement	-	-	-	(38.00)	-	(38.00)	-
5600-700 - Miscellaneous Income	-	-	-	15.00	-	15.00	-
5600-900 - Interest on Bank Accounts	2,795.22	-	2,795.22	3,215.32	-	3,215.32	-
Total Other Income	2,795.22	-	2,795.22	3,192.32	-	3,192.32	-
Total Income	2,795.22	-	2,795.22	56,140.24	52,700.00	3,440.24	52,700.00

Operating Expense

Administrative Expenses

6100-010 - Postage & Printing & Supplies	64.12	41.63	(22.49)	715.36	500.00	(215.36)	500.00
6100-020 - Court Costs	-	8.37	8.37	26.00	100.00	74.00	100.00
6100-030 - SCC/ CIC Annual Reports	25.00	8.37	(16.63)	105.00	100.00	(5.00)	100.00
6100-040 - Professional & Legal Fees & CPA/Audit	125.00	37.50	(87.50)	1,120.00	450.00	(670.00)	450.00
6100-090 - Management Fee	551.25	551.25	-	6,615.00	6,615.00	-	6,615.00
6100-110 - Insurance	-	325.12	325.12	4,642.00	3,901.00	(741.00)	3,901.00
6100-130 - Web-Site Maintenance/ Network/ Computer	-	43.75	43.75	180.00	525.00	345.00	525.00
6100-140 - Meeting Venue/ Expense	-	18.75	18.75	125.00	225.00	100.00	225.00
Total Administrative Expenses	765.37	1,034.74	269.37	13,528.36	12,416.00	(1,112.36)	12,416.00

Common Area Maintenance

6201-010 - Annual Grounds Contract	1,321.11	660.75	(660.36)	7,928.43	7,929.00	.57	7,929.00
Total Common Area Maintenance	1,321.11	660.75	(660.36)	7,928.43	7,929.00	.57	7,929.00

Other Common Area Expenses

6300-010 - Common Area - General Repairs & Maint.	36.06	62.50	26.44	95.73	750.00	654.27	750.00
Total Other Common Area Expenses	36.06	62.50	26.44	95.73	750.00	654.27	750.00

Pool Service and Maintenance

6600-010 - Pool Contract	-	504.13	504.13	5,388.95	6,050.00	661.05	6,050.00
6600-020 - Pool Maintenance & Repairs	-	125.00	125.00	4,012.33	1,500.00	(2,512.33)	1,500.00
6600-040 - Pool: Restroom Cleaning	-	75.00	75.00	900.00	900.00	-	900.00
6600-050 - Pool Attendants/ Lifeguards	-	114.13	114.13	1,390.00	1,370.00	(20.00)	1,370.00
Total Pool Service and Maintenance	-	818.26	818.26	11,691.28	9,820.00	(1,871.28)	9,820.00

Utilities

6700-100 - Electricity	250.23	325.00	74.77	5,083.29	3,900.00	(1,183.29)	3,900.00
6700-300 - Water & Sewer	44.60	64.13	19.53	679.29	770.00	90.71	770.00
6700-400 - Telephone/ Cablevision/ Internet	-	152.12	152.12	2,190.93	1,825.00	(365.93)	1,825.00

Boxwood Property Owners Association, Inc

Statement of Revenues and Expenses 12/1/2023 - 12/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Total Utilities	294.83	541.25	246.42	7,953.51	6,495.00	(1,458.51)	6,495.00
Social Activities							
6800-110 - Social Activities - Welcome Packages	-	18.75	18.75	262.27	225.00	(37.27)	225.00
6800-130 - Social Activities - Easter Egg Hunt	-	29.13	29.13	194.52	350.00	155.48	350.00
6800-140 - Social Activities - Ice Cream Social	-	20.87	20.87	222.86	250.00	27.14	250.00
6800-160 - Social Activities - Summer Picnic	-	62.50	62.50	10.08	750.00	739.92	750.00
6800-170 - Social Activities - Halloween Event	-	18.75	18.75	337.38	225.00	(112.38)	225.00
6800-180 - Social Activities - Holiday Decorations	-	20.87	20.87	186.98	250.00	63.02	250.00
Total Social Activities	-	170.87	170.87	1,214.09	2,050.00	835.91	2,050.00
Reserve Contributions							
6900-100 - Reserve Contribution	1,119.00	1,119.00	-	13,428.00	13,428.00	-	13,428.00
Total Reserve Contributions	1,119.00	1,119.00	-	13,428.00	13,428.00	-	13,428.00
Reserve Fund- Common Area Expenditures							
7500-120 - Res. Common Area - Streets- Asphalt, Seal Coat, Repairs	-	-	-	3,985.00	-	(3,985.00)	-
Total Reserve Fund- Common Area Expenditures	-	-	-	3,985.00	-	(3,985.00)	-
Reserve Fund- Buildings Expenditures							
7500-530 - Fencing	-	-	-	7,500.00	-	(7,500.00)	-
Total Reserve Fund- Buildings Expenditures	-	-	-	7,500.00	-	(7,500.00)	-
Reserve Fund- Pool Expenditures							
7500-710 - Pool Renovations	-	-	-	2,200.00	-	(2,200.00)	-
7500-712 - Pool - Awnings	-	-	-	2,575.00	-	(2,575.00)	-
Total Reserve Fund- Pool Expenditures	-	-	-	4,775.00	-	(4,775.00)	-
Total Expense	3,536.37	4,407.37	871.00	72,099.40	52,888.00	(19,211.40)	52,888.00
Operating Net Total	(741.15)	(4,407.37)	3,666.22	(15,959.16)	(188.00)	(15,771.16)	(188.00)
Net Total	(741.15)	(4,407.37)	3,666.22	(15,959.16)	(188.00)	(15,771.16)	(188.00)

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 HomeWiseDocs

Eagle Pointe Shores Homeowners Association, Inc

Balance Sheet For 12/31/2022

Assets

1100-100 - Checking - Operating Account	\$38,254.17
1200-100 - Reserve Account -Money Market	\$4,927.29
1200-101 - Secondary Reserve - Money Market	\$239,119.40
1200-302 - Eagle - CD SB 0169 - 1.65% July 2023	\$100,817.01
1201-100 - Eagle - Road Bond	\$2,000.00
1201-101 - Eagle - Alliance Road Acct	\$3,808.90

Total Assets

\$388,926.77

Accounts Receivable

1300-000 - Accounts Receivable	\$45,759.80
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Total Accounts Receivable

\$45,759.80

Total Assets

\$434,686.57

Liabilities

2210-000 - Prepaid Association Fees	\$19,400.00
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Total Liabilities

\$19,400.00

Capital

3200-000 - Transfers In/Out Reserve Fund	\$58,599.96
3600-000 - Retained Earnings	\$429,920.49
3800-000 - Current Net Income	(\$73,233.88)

Total Capital

\$415,286.57

Total Liabilities / Equity

\$434,686.57

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Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 12/1/2022 - 12/31/2022

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4500-000 - Association Fees	-	-	-	116,800.00	116,800.00	-	116,800.00
Total Income	-	-	-	116,800.00	116,800.00	-	116,800.00
Other Income							
5600-020 - Court Costs Reimbursement	-	-	-	4,416.35	-	4,416.35	-
5600-050 - Late Fee	-	-	-	200.00	-	200.00	-
5600-060 - Maintenance Reimbursement	50.00	-	50.00	100.00	-	100.00	-
5600-900 - Interest on Bank Accounts	389.03	-	389.03	1,867.12	-	1,867.12	-
Total Other Income	439.03	-	439.03	6,583.47	-	6,583.47	-
Total Income	439.03	-	439.03	123,383.47	116,800.00	6,583.47	116,800.00
Operating Expense							
Administrative Expenses							
6100-010 - Postage & Printing & Supplies	532.84	41.63	(491.21)	746.72	500.00	(246.72)	500.00
6100-020 - Court Costs	(720.72)	500.00	1,220.72	7,814.12	6,000.00	(1,814.12)	6,000.00
6100-030 - SCC/ CIC Annual Reports	105.00	20.87	(84.13)	210.00	250.00	40.00	250.00
6100-040 - Professional & Legal Fees & CPA/Audit	1,814.30	54.13	(1,760.17)	6,262.73	650.00	(5,612.73)	650.00
6100-090 - Management Fee	575.00	575.00	-	6,900.00	6,900.00	-	6,900.00
6100-100 - Bank Charges/ Safe Deposit Box	-	4.13	4.13	-	50.00	50.00	50.00
6100-110 - Insurance	-	129.13	129.13	1,508.00	1,550.00	42.00	1,550.00
6100-120 - Taxes- Fed & State	-	25.00	25.00	164.30	300.00	135.70	300.00
6100-121 - Taxes - Real Estate	-	70.87	70.87	806.00	850.00	44.00	850.00
6100-130 - Web-Site Maintenance/ Network/ Computer	-	25.00	25.00	372.60	300.00	(72.60)	300.00
6100-199 - Bad Debt/ Bankruptcy	-	800.00	800.00	8,980.39	9,600.00	619.61	9,600.00
6100-200 - Miscellaneous Administrative Expenses	-	16.63	16.63	-	200.00	200.00	200.00
Total Administrative Expenses	2,306.42	2,262.39	(44.03)	33,764.86	27,150.00	(6,614.86)	27,150.00
Common Area Maintenance							
6201-010 - Annual Grounds Contract	-	2,083.37	2,083.37	40,100.00	25,000.00	(15,100.00)	25,000.00
6201-060 - Grounds - Snow/Ice Removal	-	250.00	250.00	1,275.00	3,000.00	1,725.00	3,000.00
Total Common Area Maintenance	-	2,333.37	2,333.37	41,375.00	28,000.00	(13,375.00)	28,000.00
Other Common Area Expenses							
6300-010 - Common Area - General Repairs & Maint.	-	208.37	208.37	1,814.47	2,500.00	685.53	2,500.00
Total Other Common Area Expenses	-	208.37	208.37	1,814.47	2,500.00	685.53	2,500.00
Utilities							
6700-100 - Electricity	39.76	45.87	6.11	460.88	550.00	89.12	550.00
Total Utilities	39.76	45.87	6.11	460.88	550.00	89.12	550.00

Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 12/1/2022 - 12/31/2022

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Reserve Contributions							
6900-100 - Reserve Contribution	4,633.33	4,633.37	.04	55,599.96	55,600.00	.04	55,600.00
6900-110 - Contingency Contribution	250.00	250.00	-	3,000.00	3,000.00	-	3,000.00
Total Reserve Contributions	4,883.33	4,883.37	.04	58,599.96	58,600.00	.04	58,600.00
Reserve Fund- Common Area Expenditures							
7500-150 - Res. Common Area - Access - Gate Equipment	-	-	-	602.18	-	(602.18)	-
Total Reserve Fund- Common Area Expenditures	-	-	-	602.18	-	(602.18)	-
Reserve Fund- Recreational Areas Expenditures							
7500-821 - Dock Improvements	-	-	-	60,000.00	-	(60,000.00)	-
Total Reserve Fund- Recreational Areas Expenditures	-	-	-	60,000.00	-	(60,000.00)	-
Total Expense	7,229.51	9,733.37	2,503.86	196,617.35	116,800.00	(79,817.35)	116,800.00
Operating Net Total	(6,790.48)	(9,733.37)	2,942.89	(73,233.88)	-	(73,233.88)	-
Net Total	(6,790.48)	(9,733.37)	2,942.89	(73,233.88)	-	(73,233.88)	-

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Annual Report

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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Nonstock Corporation - Annual Report

Entity Information	
Entity Name:	Eagle Pointe Shores Homeowners Association
Entity ID:	06521975
Jurisdiction:	VA
Status:	Active
Entity Type:	Nonstock Corporation
Formation Date:	02/02/2006
Registered Agent Information	
RA Type:	Entity
Name:	CHADWICK, WASHINGTON, MORIARTY, ELMORE & BUNN, P.C.
Locality:	FAIRFAX COUNTY
RA Qualification:	BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA
Registered Office Address:	3201 Jermantown Rd Ste 600, FAIRFAX, VA, 22030 - 2879, USA

Principal Office Address
 Address: Eagle Pointe Shores HOA, 3720 Old Forest Rd, Lynchburg, VA, 24501 - 6904, USA

Principal Information

No Officers: If the corporation does not have officers because an organizational meeting has not been held.

No Directors: If the corporation does not have directors because (i) initial directors were not named in the articles of incorporation and an organizational meeting of the corporation has not been held or (ii) the board of directors has been eliminated by a written agreement signed by all of the shareholders, or by the adoption of provision in the articles of incorporation or bylaws that was approved by all of the shareholders.

Title	Director	Name	Address
Vice President, Officer	Yes	Gina Schimming	565 Garrison Ridge, Pittsville, VA, 24139 - 2006, USA
Secretary, Officer	Yes	Robert Johnson	585 Garrison Ridge Rd, Pittsville, VA, 24139, USA
President, Officer	Yes	Lyle Firnhaber	755 Garrison Ridge, Pittsville, VA, 24139 - 2003, USA
Treasurer, Officer	Yes	Jason Lopez	1758 Potomac Greens Drive, Alexandria, VA, 22314, USA
Officer	Yes	Mike Figler	214 Sidney Rd, Pittstown, NJ, 08867, USA
Officer	Yes	Suzanne Furtado	16484 Timberlake Drive, Unit 101, Ft Myers, FL, 33908, USA
Officer	Yes	Brenada Cuthbertson	840 Greenberry Drive, Pittsville, VA, 24139, USA

Signature Information

Date Signed: 03/21/2024

Printed Name	Signature	Title

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Printed Name	Signature	Title
Lyle Firnhaber	Lyle Firnhaber	President

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***Appendix 02/Architectural Guidelines**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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Architectural Standards

and

General Maintenance

Guidelines

For

**Eagle Pointe Shores Subdivision
Located in Pittsville, VA
a Leesville Lake Community**

April 2019

**This document approved by the Board of Directors at an official
Board Meeting held on April 29, 2019**

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***Eagle Pointe Shores
Homeowners Association, Inc.***

Introduction

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

A review of the handbook will:

1. Increase the property owner's awareness and understanding of the Protective Covenants and Architectural Review Standards in effect in EAGLE POINTE SHORES. This document does not replace the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores.
2. Identify other requirements and restrictions for the architectural improvement in EAGLE POINTE SHORES that may apply.
3. Explain the role of the Architectural Review Committee (ARC).
4. Assist property owners in preparing acceptable applications to the ARC.
5. Advise property owners what to expect in the review of their application to the ARC.

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

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

Questions or comments may be addressed to the following address:

**EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025**

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Section I. Objectives of Architectural Standards

All property owners benefit from the planning and design that has been an important part of the development of EAGLE POINTE SHORES.

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

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

Community Vision for EAGLE POINTE SHORES

EAGLE POINTE SHORES is a premier waterfront community in the State of Virginia, located on Leesville Lake, and features lake front, lake view, and lake access building sites. Nestled in the foothills of the Blue Ridge Mountains against a scenic backdrop of oaks, hickories, beech woods, dogwoods, and wild rhododendrons, EAGLE POINTE SHORES afford breathtaking lake and mountain vistas in a stunning natural environment. The custom-built homes in EAGLE POINTE SHORES are in harmony with nature and the natural environment on which they are situated. EAGLE POINTE SHORES embraces an Open Space concept which supports extending property lines visually into the environment.

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

Section II. EAGLE POINTE SHORES Protective Covenants

The authority for maintaining the quality of design in the EAGLE POINTE SHORES community is found in the Declaration of Covenants, Conditions and Restrictions of EAGLE POINTE SHORES. This document has been recorded on the land records of Pittsylvania County, Virginia, and is a part of the deed to every property. This document is hereinafter referred to as the 'Covenants'. The Covenants establish both EPSHOA and the Architectural Review Committee (ARC).

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

Every EAGLE POINTE SHORES property owner should have received a copy of the Covenants before, or at the time of settlement. If you do not have a copy, please contact the EPSHOA to obtain your copy. A copy of the Covenants is available free of charge from the EPSHOA in electronic/pdf format via email. Be sure to state your home site and phase number when requesting a copy of the Covenants. In addition, EPSHOA has developed a website, <https://www.eaglepointeshoreshoa.com/> where homeowners can obtain a copy of the Covenants as well as view other documents related to the EPSHOA.

Pursuant to the Virginia Property Owners' Association Act (VPOAA), before closing on the sale of their home, homeowners must secure and issue to their settlement attorney a Disclosure Packet. A Disclosure Packet is available through the EPSHOA. Due to the scope of documentation required, a fee of (one hundred) \$100 may be charged for each Disclosure Packet.

Section III. Requirements Affecting EAGLE POINTE SHORES Improvements

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

1. Pittsylvania County Planning Department and Building Code requirements, as appropriate, for R1 residential neighborhoods. In addition, "Call Before You Dig (Miss Utility)" 1-800-552-7001.
2. EAGLE POINTE SHORES Covenants.
3. EPSHOA Architectural Standards (this document).
4. Smith Mountain Pumped Storage Hydro Project's shoreline Management Plan requirements administered by American Electric Power Company for any construction, or alteration of terrain below the six hundred twenty (620) foot elevation level on Leesville Lake.

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

Section IV. The Architectural Review Committee (ARC)

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

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

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

Article V of the EAGLE POINTE SHORES Declaration of Covenants, Conditions, and Restrictions states that all improvements to properties within EAGLE POINTE SHORES, regardless of when such improvements are made, are to be reviewed, approved and/or rejected by the Architectural Review Committee. This means that exterior alterations, permanent or temporary, may not be done without the prior approval of the ARC, except as otherwise expressly provided in this document or the Declaration of Covenants, Conditions and Restrictions. NO external modification of residence, or construction of a fence, wall, or other structure, shall commence, be erected, maintained, improved, altered, or made on such property without the prior written approval of the ARC.

The ARC consists of a minimum of three persons, one of which shall be an elected member of the EPSHOA Board of Directors who will serve as chairperson, as well as other property owners who have volunteered to serve on the committee and have been confirmed for membership by the Board of Directors consistent with procedure defined in the Architectural Review Committee Charter. Additional design and/or construction consultants may assist the ARC as approved by the Board of Directors.

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

Section V. EAGLE POINTE SHORES Architectural Standards

General

The design, location, and construction of all improvements on each home site (regardless of when such improvements are made) and the landscaping of each home site, as described herein, must be approved in advance by the ARC. Each project must be bonded per section VI: The ARC Application Process.

Part I. New Home Construction

This part addresses basic standards to consider when planning new home construction in EAGLE POINTE SHORES.

Basic Design Requirements

The following are basic design requirements for new home construction in EAGLE POINTE SHORES:

1. The home sites shall be used for residential purposes only.
2. No structure shall be erected, placed, altered or permitted to remain on any home site other than one detached, single-family dwelling and related structures incidental to the residential use of the home site, such as garages and boat houses.
3. The minimum total heated living space for each single-family dwelling shall be twelve hundred (1200) square feet for non-waterfront home sites and fifteen hundred (1500) square feet for waterfront home sites, exclusive of garages, decks, porches, etc. Up to 600 square feet of FINISHED WALK-OUT basement space can be used in these minimum criteria; however, designed basement square footage must be verified upon completion of the project including the walk-out basement.
4. No dwelling unit shall extend more than two (2) stories plus attic above the "at grade" (first-floor) level of the home (walk-out basements are excluded for the said two (2) story limit).
5. The predominant roof over the main structure facing the lakefront and/or the road shall have a pitch that is appropriate to the design style of the home and provide appropriately sized overhangs as required to support the design and protect the house. High slope roofs shall be clad in architectural shingles, metal (shingle, shake, or tabbed-seam vertical panel), tile (clay, slate, or concrete), or some other material as approved by the ARC. Low slope roofs shall be clad in an industry standard single ply membrane (EPDM, PVC, TPO, etc.) built-up asphalt, modified bitumen, or some other material as approved by the ARC.
6. Foundations and retaining walls must be solid brick or stone, seamless concrete, stone covered or stucco.
7. The following exterior materials are prohibited: asbestos shingles, aluminum siding, imitation brick or stone roll siding, and unfinished concrete block.
8. Exterior colors shall be of subtle earth tones, pastels or neutrals to enable the dwelling to blend harmoniously with the natural environment.
9. Only central air conditioning and heating units are approved. Window units mounted in windows or through a wall may be considered on a case-by-case basis.
10. Powered or un-powered attic ventilators are permitted as long as they are unobtrusively installed on the outside of the roof. Roof ridge ventilators are encouraged in addition to, or in lieu of, attic ventilators.
11. Solar panels are permitted, as long as the panels are unobtrusively installed.
12. Green roofs, if keeping with the design style of the house, will be considered on a case-by-case basis.

Site Plan

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

Construction Access to Site

The property owner is responsible for placing and maintaining a stone driveway to facilitate the delivery and distribution of building materials at a centralized staging area on the subject home site. No materials of any nature are to be unloaded or stored in the road, road rights-of-way, or common areas of EPSHOA. This driveway is to be used before and during construction to minimize damage to the roads and shoulders of the roads caused by the repeated parking of vehicles, heavy equipment, and trucks. The driveway will comply with all requirements of the Virginia Department of Transportation (VDOT) in abutting to a state-maintained road to enable us to pursue getting the roads turned over to VDOT control.

During construction and after completion of construction, an EPSHOA representative will inspect the roads and road shoulders near and in front of the subject property, and all property lines adjacent to the property. The owner will be responsible for any necessary repairs to roads, cleaning of roads, repairs to adjacent property, and/or to correct any material deviation from plans submitted and approved by the ARC. The property owner will be required to post a \$2,000 refundable bond to guarantee the ability to make these repairs in advance of construction approval.

Silt Fencing

Before construction begins, the property owner should become acquainted with County ordinances and other requirements regarding silt fencing. Generally, silt fencing must be installed at the edge of the pavement; the entire width of the home site bordering the roadway(s) by the home site in order to protect the road shoulders. Silt fencing must also be installed at the edge of the pavement on adjacent home sites. However, if an adjacent home site has a house on it, the property owner must be contacted to determine if the property owner wants silt fencing on his/her home site. The property owner may disallow the silt fencing on some or all of his/her home site. Where drainage could affect adjacent properties, silt fencing may be required to protect the adjacent properties along the property lines. On lake front home sites, silt fencing may also be required as necessary above the six hundred twenty (620) foot elevation line to protect water quality in Leesville Lake. Pittsylvania County will enforce silt fencing requirements, and may issue citations and/or stop-work orders until the violation is remedied.

Well and Septic Field Preparation

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

Landscaping Plan

No later than one (1) month prior to planned occupancy, the property owner will develop a landscaping plan denoting foundation plantings and specific areas of the home site that will be cleared and/or graded to permit plantings of installing landscape architectural features. The purpose of this plan is to resolve tree removal issues not incidental to home, septic, well, or driveway construction. This plan must be approved by the ARC prior to any additional tree removal, grading or earth removal. The landscape plan should be explained in sufficient detail so

that the overall aesthetic context of the proposed improvement may be assessed. The property owner shall have six (6) months to implement the landscape plan following the date the Certificate of Occupancy is issued. Petitions for extension based on sound justification will be considered by the ARC.

Driveways

New home construction plans should include provisions for a finished driveway. A finished driveway will be completed no later than six (6) months after the Certificate of Occupancy is granted. No dirt driveways are allowed. At least the first fifty (50) feet of the driveway from the road shall be finished in concrete, asphalt, pavers, or other approved material. The driveway will comply with all requirements of the Virginia Department of Transportation (VDOT) in abutting to a state-maintained road.

Mailboxes and 911 Emergency Address Identification

Mailboxes are in a visual location. The EAGLE POINTE SHORES Homeowners Association, Inc. requires a standard mailbox for those residences occupied on a full-time basis and receiving U.S. Postal Service mail delivery or a standard yard placard for those residents not receiving US Postal Service mail. The standard mailbox and yard placard may be purchased by contacting:

EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

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

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

All residence in EAGLE POINTE SHORES shall display e911 (Emergency) address identification. The e911 (Enhanced 911) system uses GPS satellite data in conjunction with a standardized address scheme to expedite emergency equipment routing in rural areas. Addresses in EAGLE POINTE SHORES comply with the e911 address scheme.

Residences with mailboxes shall display the e911 (Emergency) address identification on the mailbox. Residences not having mailboxes shall display the e911 (Emergency) address identification on a standard yard placard to be placed at the road right-of-way line on the right side of the driveway as you face the residence from the roadway. In both cases, address numerals will be at least three (3) inches high, preferably of a reflective material, and place on a contrasting color background.

Part 2. Maintenance, Installation, Modification, and Alteration

This part presents standards regarding many situations that may motivate property owners to want to install, modify, or alter a dwelling after it has been constructed in EAGLE POINTE SHORES. Standards are also provided for general maintenance of existing dwellings in EAGLE POINTE SHORES.

This part is not all-inclusive. There may be other situations which will require ARC approval or assistance in interpreting compliance with existing standards. When in doubt, the homeowner should seek ARC assistance and/or approval **FIRST**.

Major Exterior Changes

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

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

Construction materials must be stored so that impairment of views from neighboring properties is minimized. Excess materials should immediately be removed after completion of construction. No debris may be allowed to accumulate during construction.

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

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

Animal Housing and Runs

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

Decks and Patios

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

The ARC will approve deck material, design and color to ensure that they are consistent with your house and the neighborhood. Wood decks may weather naturally or be stained or painted. When

patio or deck schemes include other exterior changes, such as fencing, lights, plantings, etc., you should refer to the appropriate sections of the standards for the specific requirements.

Indicate on the application if the area under the deck is to be used for storage. If so, include landscape/screening plans. In general, wood, concrete or composite materials are acceptable. In addition to general application requirements, deck and patio applications must include dimensions of railings, posts, stairs, steps, benches, lattice, privacy fencing and height of the deck.

Docks and Boathouses

Owners of lake front home sites in EAGLE POINTE SHORES understand that the vesting of rights relating to proposed piers, docks, boat access ramps, floats, boathouses or disturbance of the shoreline buffer is subject to the terms and conditions set out in the Smith Mountain Pumped Storage Hydro Project Shoreline Management Plan, and administered by the Project licensee. Currently, American Electric Power Company is the Federal Energy Regulatory Commissions (FERC) licensee for the Smith Mountain Project, and administers development and shoreline alteration projects below the six hundred twenty (620) foot elevation level of Leesville Lake. American Electric Power Company issues permits for dock construction. Zoning and building permits may also be required from Pittsylvania County.

Drainage

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

Erosion Control

Each resident is responsible to ensure that their home site area is protected from erosion and that storm drain culverts are not blocked, which will cause erosion problems and promote silt in the lake, ponds, ravines, and streams.

Exterior Appearance

Property owners are responsible for maintaining the exterior of their dwellings and any other structures on their home sites, such as decks, fences, sheds, and playground type equipment. While it is difficult to provide precise criteria for what the EPSHOA deems as unacceptable condition, the following cases represent some of the conditions considered to be in violation of the Covenants:

1. Peeling paint on exterior trim.
2. Non-standard mailboxes, dented mailboxes, or mailboxes and/or stands in need of cleaning, repair or replacing.
3. Playground equipment which is either broken or in need of repainting.
4. Fences with either broken or missing parts.
5. Outbuildings in disrepair.
6. Decks with missing or broken railings or parts, or parts in need of re-staining.
7. Open storage/accumulation of assorted personal use items such as seasonal recreational equipment (out of season), household furnishings, tools and equipment, etc., in areas visible to neighboring properties.

Most property owners, undoubtedly, would not allow any of the above conditions to exist, as they seek to preserve and protect their investment in their homes and to limit their personal liability by keeping all improvements on their home sites in good condition. The EPSHOA expects that all property owners will do this necessary maintenance to prevent any of the cited

conditions from occurring in EAGLE POINTE SHORES (see Community Vision for Eagle Pointe Shores).

Exterior Repainting

Repainting an existing home in a different color requires ARC approval. Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, and other appurtenant structures. Change of exterior colors should relate to the color of the houses in immediate area. The homeowner's application should include a list of color on the existing structure and a color sample or chip of the new color to be used (see Sec. 1 Community Vision for Eagle Pointe Shores).

Fences

EAGLE POINTE SHORES OPEN SPACE CONCEPT

1. Perimeter property line fencing will not be allowed. Side yard fencing may be considered when conditions warrant, and fence enclosed animal runs will be considered on a case-by-case basis (see Animal Housing and Runs, page 8).
2. For fenced enclosures, fencing must be compatible with the materials and colors in the applicant's house. Fencing may be stained, painted, or left to weather naturally. Chain link fencing is not allowed.
3. Fastening material shall be made of stainless steel, galvanized metal, or made with a rust protective coating.

All applications of fencing in EAGLE POINTE SHORES must be reviewed and approved by the ARC prior to installation. Fencing must be properly maintained and kept in good condition. No alteration (i.e. change in materials or location) may be made to an existing fence without approval of the ARC.

Flagpoles and Flags

Flagpole staffs for display of the National Ensign or decorative flags do not need ARC approval if they are attached horizontally or at an incline to a wall or pillar of the house.

Freestanding flagpoles for display of the National Ensign must be approved by the ARC. They should not exceed twenty-five (25) feet in height and must be placed in such a manner as to minimize the impact on adjacent home sites.

The display of flags will be in good taste. For general information on how to properly display the National Ensign please enter "Federal Flag Code" as keywords for search on your Web browser.

Greenhouses

The homeowner's application for a greenhouse must include a site plan showing relation of the greenhouse to adjacent property lines, the greenhouse exterior elevations, a set of architectural drawings/photograph, and details on the exterior materials, trim, lighting, etc.

Hot Tubs and Jacuzzis

The homeowner's application for a Jacuzzi or hot tub requires a site plan showing relation of proposed hot tub or Jacuzzi to adjacent property lines, applicant's house and adjacent houses. The following should be included with the application: a photograph and/or sketch of proposed hot tub/Jacuzzi, details of color, material dimensions, and planned privacy screening and/or landscaping.

Landscaping and Vegetable Gardens

Property owners should exercise care in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. In addition, take into consideration the EAGLE POINTE SHORES Open Space Concept, as well as the view of neighboring houses and the shade patterns created by large trees in your landscape plans.

Vegetable gardens must be located unobtrusively on the property so as to minimize visual impact from the road, lake, or adjacent properties. Gardens must be neatly maintained throughout the growing season; this includes removal of unused stakes, trellises, and dead growth.

Rocks in rock gardens or rocks on the property must remain in their natural color.

Landscape water features will have provisions for avoiding stagnation, and will at all times be maintained to provide pest control and avoid unsightly algae buildup. The homeowner's application for ARC approval must include detailed drawings of the planned feature walkways, fences, landscaping plan, etc., and pertinent information concerning water supply system, drainage and water disposal system. Drainage will not adversely affect adjacent properties. A photo/rendering of the planned construction area will also be provided with the application.

Lighting

Exterior lighting shall be consistent with the community lighting theme. Up-lighting, indirect lighting and flood lighting is permitted if it can be controlled. Lighting on telephone poles is expressly prohibited to avoid impacts to neighboring properties.

Outbuildings

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

Outbuildings will not be constructed within ten (10) feet from a home site line, or within twenty (20) feet along the rear lines of all home sites that do not adjoin other home sites or properties within EAGLE POINTE SHORES. Outbuildings will not be constructed over a septic field or repair area.

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

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

Applications for one or more outbuildings will:

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

Permanent Grills

Grills built into a permanent structure require ARC approval and require an application showing their design and elevation, and how they are incorporated into the yard, patio, deck or other surroundings.

Pools

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

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

Recreation and Play Equipment

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

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

Play equipment constructed of wood is encouraged. Metal play equipment, exclusive of the wearing surfaces (slide poles, climbing rungs, etc.), should blend with the natural surroundings, or, if located adjacent to a dwelling, painted to match the background or screening structure. Other play equipment colors will be considered, contingent upon location and landscaping.

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

Screened Porches

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

Sheds

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

The architectural design of the shed must be compatible with the design of the structure to which it attaches. The finish material used for a shed attached to a house or outbuilding, including color scheme, doors, and roofing material, must be the same as, or compatible with the exterior finish of the house.

Windows and Shutters

It is important to remember that when replacing windows, to maintain balance throughout the house. For example, on a given side of the home, if the windows have grids (also called mullions and stiles), all the windows should have grids; if they are all solid pane windows, all the replacement windows should be solid pane. This would allow windows on the road side of the home to have grids, while on the lake or mountain view side of the home to have solid pane windows. The outside of the windows should match the trim of the house; if not, white or a neutral color that does not clash with the overall color scheme of the house is required.

If shutters were originally with the house, they must be maintained on the front of the house.

Section VI. The ARC Application Process and Requirements

New Home Construction

The application, *New Home Construction Plan Approval Request Form*, found starting on Attachment A-1 of this document, must be completed, submitted, and be approved in writing by the ARC prior to start of construction. The form, required attachments, and required fee payments as shown on Attachment A-1, shall be submitted in advance of the planned commencement of construction so that the Committee shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part.

Existing Home Architectural Improvement

The form, *Existing Home Architectural Improvement Request Form*, found on Attachment B-1 of this document, must be completed, submitted, and be approved in writing by the ARC prior to start of construction. The application should include:

1. A full description of the exterior change or modification including, drawings, pictures, color swatches, catalog illustrations and lists of materials.
2. Start and completion dates.
3. A copy of the site plan that was provided to you when you purchased your home. That plan should include the dimensions and measured locations of all improvements, including those covered in the application. Contour lines should be included when drainage is affected.
4. The signature of the applicant.

An incomplete or ambiguous submission of required material will not constitute an application to the ARC. All applications, which do not meet their full requirements, will be returned to the homeowner. They are designated as non-applicants.

Submit the *Existing Home Architectural Improvement Request Form* to:

EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

Application Review

The ARC will review all applications and determine if a neighbor review is required. If a neighbor review is conducted, the following procedure will apply:

1. An ARC member will personally contact residents on adjacent perimeter home sites to share the nature of the proposed project and answer questions.
2. The ARC will issue written notification to non-resident property owners of adjacent perimeter home sites of advising them how they may view plans for the proposed project.
3. The ARC will advise both resident and non-resident property owners how they may submit written comment for consideration in the application review process.

In making a decision on the application, the ARC weighs the merits of the application along with the neighbor comment and the EPSHOA's standards. Decision of the ARC will be given in writing to the applicant within thirty (30) days after receipt of a complete application. Notice of the ARC's decision will also be provided to neighbors consulted during the application process.

Each application is reviewed on an individual basis. There are no "automatic" approvals, unless provided for specifically in these architectural standards. A homeowner who wishes to construct a deck, for example that is identical to one already approved is still required to submit an application. What may be an acceptable design for one exterior may not be for another. In short, evaluation of the design proposal includes the close review and consideration of the home's architecture and the property site in total.

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

1. **Relation to the EAGLE POINTE SHORES Open Space Concept.** Consideration must be given to the potential damaging effects of fencing, removal of trees, disruption of natural topography, and changes in storm water run-off.
2. **Validity of Concept.** The basic idea must be sound and appropriate to its surroundings.
3. **Design Compatibility.** Proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. They must be similar in style, quality of workmanship materials, color, and construction details.
4. **Location and Impact on Neighbors.** Proposed alterations must relate favorably to the landscape, existing structures and the neighborhood. Of primary concern are access, view, sunlight, ventilation, noise, odors, vehicular and pedestrian traffic, privacy and drainage.
5. **Scale.** The size (in three (3) dimensions) of the proposed alteration should relate well to adjacent structures and surroundings.
6. **Color.** (in three (3) dimensions) of the proposed alteration should relate well to adjacent structures and surroundings.
7. **Materials.** Continuity with the original house is established by using the same or compatible materials. For example, vertical wood siding on the original house should be reflected in an addition. The ARC realizes that the design and the materials of the original house may limit options the homeowner has in making modification or additions.
8. **Workmanship.** The quality of work shall be equal to or better than that of the surrounding area or original construction. Construction methods and materials are expected to comply with current industry standards. The EPSHOA assumes no responsibility for the safety of new construction by virtue of design or workmanship.

9. **Timing.** All applications must include a start and completion date inclusive of all phases of construction—site work, septic field, waterfront work, house construction, etc. Applicants shall indicate if projects will be completed in phases. Once house construction begins, the exterior envelope must be completed within six (6) months unless a specific time limit greater than that has been requested and approved by the ARC. Extensions of the originally approved construction time limit require reapplication to the ARC.

Appeal Procedure

An adverse decision made by the ARC may be appealed by the applicant to the EPSHOA Board of Directors.

Section VII. EAGLE POINTE SHORES Community Standards

The following are the rules that have been adopted to promote harmonious living within the EAGLE POINTE SHORES Community. They will be applicable to all EAGLE POINTE SHORES property owners.

Basketball Goals

Basketball goals must be properly maintained and located in such manner as to minimize the impact on adjacent home sites. Goals shall not be placed within common areas or on streets without prior EPSHOA Board approval.

Clotheslines

Clotheslines are not permitted outside the house.

Compost Piles

Compost piles, if maintained, must not exceed four (4) feet in height and will be located in an unobtrusive location on the property so as to minimize visibility from the road, lake, or adjacent home sites. Allowing a compost pile to become unsightly or a public nuisance will be a violation of these standards.

Firearms

Open-air discharge of firearms within the EAGLE POINTE SHORES Community is prohibited unless during an EPSHOA approved community-wide hunt for the purpose of managing wildlife in concert with the United States and/or Virginia Game Commission standards. The conduct of hunting or exterior firearm target-practice within EAGLE POINTE SHORES by any resident is prohibited. The boundaries of EAGLE POINTE SHORES are posted to warn non-residents that hunting within EAGLE POINTE SHORES is prohibited. Any EAGLE POINTE SHORES resident noting exceptions to any of these conditions are encouraged to provide a complete description of the circumstance immediately to the Pittsylvania County Sheriff's Department and/or US Game Commission, as appropriate.

Firewood

Firewood should be stacked no higher than four (4) feet, and located unobtrusively on property in such a manner as to minimize visual impact from the roadway, lake, or adjacent properties. The ARC may issue a variance from this restriction on a case-by-case basis. In certain cases, screening may be required.

Holiday Decorations

Holiday decorations may be displayed no earlier than thirty (30) calendar days prior to or thirty (30) calendar days after the holiday. The display of all holiday decorations in EAGLE POINTE SHORES shall be in good taste.

In-Home Business

Pittsylvania County regulates in-home businesses. In addition to County control, the EPSHOA is concerned about impact of in-home business on the residential character of the neighborhood and on adjacent neighbors.

The following special requirements must be met:

1. Obtain the appropriate permit from Pittsylvania County.
2. Copy of the permit must be on file with the EPSHOA's office.
3. No sign or other advertising device of any nature shall be placed upon any home site.

Off-Road Vehicle Operations

Virginia Motor Vehicle Code makes a distinction between golf carts and other off-road vehicles not authorized for operation on public roadways or public grounds.

Golf carts may be operated on the roadways and public grounds in EAGLE POINTE SHORES as long as they are being operated by a licensed driver and meet Virginia's minimum equipment requirements.

Snowmobiles, all-terrain vehicles (ATVs), off-road motorcycles, trail bikes, dune buggies, go carts, and any other motorized vehicle not authorized by Virginia law for operation on a public roadway or public grounds are not authorized for use on roadways or common grounds in EAGLE POINTE SHORES.

Open Air Burning

Open Air Burning is any fire set outside, other than on a small confined grill, while being used to cook food. Campfires, debris pile and construction site fires are examples of open air burning. The distance and response time from local fire protection services motivates strong caution to all EAGLE POINTE SHORES residents in conducting open air burning on their property. All EAGLE POINTE SHORES residents will familiarize themselves with, and adhere to State and County ordinances, as appropriate, governing times and conditions in which open air burning is allowed. In, addition, any EAGLE POINTE SHORES resident contemplating an open air burn will determine and adhere to any temporary Virginia Department of Forestry restrictions that may be in effect. In all cases, EAGLE POINTE SHORES residents conducting open air burns will remain on-site until visible flames have ceased and embers buried or extinguished to avoid flare-ups. EAGLE POINTE SHORES residents conducting open air burns are encouraged to advise neighbors of their intentions prior to commencing.

Parking

Definitions:

1. Commercial vehicle:

A Commercial Vehicle is as defined in Virginia Motor Vehicle Code and including any one of the following:

- a. A vehicle, which displays advertising, lettered thereon except small window decals.
- b. A vehicle with externally located or easily visible commercial equipment or materials.
- c. Commercial equipment shall include, but not be limited to: ladders, compressors, generators, pumps, and building trade tools.
- d. A stake body, box body, or other utility body mounted to a cab-chassis.
- e. A vehicle with dual rear axles.
- f. A public or private school bus or church bus.
- g. A vehicle licensed "for hire."
- h. A trailer or semi-trailer.
- i. Commercial snowplow equipment.
- j. Farm implement or construction equipment. Public vehicles assigned to officials who must respond to an emergency call will not be considered commercial vehicles.

2. Recreational Vehicle:

A Recreational Vehicle is defined as any one of the following:

- a. A boat or boat trailer.
- b. A vehicle whose external configuration conforms to the generally accepted definition of a motor home.
- c. A truck camper that is either wider or longer than the pickup truck bed on which it is loaded.
- d. A truck cap that is wider or longer than the pickup truck bed on which it is mounted. Truck caps may also be known as tops, toppers, shells, slip-ons, and by various other names.
- e. A mobile home, park trailer, travel trailer, or fifth wheel trailer regardless of interior configuration.
- f. A fold-down camping trailer.
- g. Any snowmobile, all-terrain vehicles (ATVs), dune buggy, trail bike, go cart or other self-propelled vehicle not licensed for operation on a public street.
- h. A motorized vehicle not legal for operation on the highways of Virginia.

3. Unserviceable Vehicle:

A vehicle is defined unserviceable if any of the following conditions exists:

- a. A vehicle, which is partially disassembled by removal of tires and/or wheels, engine or other essential part required for operation or is otherwise not in operable condition. This will include vehicles placed on jack or with flat tires.
- b. A vehicle not bearing a current registration plate.
- c. A vehicle not bearing a current County or City registration sticker if so required.
- d. A vehicle bearing a current inspection sticker, if required by the State of registration.
- e. Vehicle components or automotive equipment or accessories not installed in an operable vehicle.
- f. A vehicle with one or more flat tires.
- g. The Architectural Review Committee will resolve special situations not covered by these definitions.

Parking Restrictions

Once EAGLE POINTE SHORES has a Boat/RV Storage home site to accommodate resident storage requirements beyond those that can be accommodated in home garages, this policy will take effect. Except as noted below for General Contractor storage at the building site for new residences, at no time may residential lawns, yards, open space, general turf areas, and the area between the pavement and the home site line be used for parking, storage, or to support vehicles of any type. Overnight parking of commercial vehicles not supporting new residence construction, and any parking of unserviceable vehicles is prohibited on the homeowner's property and in the streets of EAGLE POINTE SHORES. To permit cleaning, loading or unloading, recreational vehicles and boats may be parked on the homeowner's property for temporary periods not to exceed forty-eight (48) hours. Private passenger vehicles must not be parked in adjoining streets on a regular basis, nor shall they be unattended or abandoned for periods exceeding thirty (30) days. Enforcement of this provision shall be as provided for under Violation Enforcement Procedures.

Due to the remote location of EAGLE POINTE SHORES, a General Contractor engaged in building a new residence may park one (1) storage trailer not to exceed twenty-four (24) feet in length, one (1) thirty (30) cubic yard refuse collection container, and no more than two (2) construction vehicles, including front-end loaders/back hoes, tractors, or bulldozers at the building site for the duration while engaged in the home construction. These vehicles must be removed from the site prior to the issuance of a Certificate of Occupancy.

Property Maintenance

Property ownership includes the responsibility for the maintenance of all structures and grounds, which are a part of the property. This includes, but is not limited to items such as mowing grass, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood, and in some case, safety. Violations of maintenance standards are violations of the Covenants.

Undeveloped lots, that is, lots without any construction currently taking place or having taken place, shall not be required to adhere to any mowing or maintenance procedures as these lots will

be considered to be “undeveloped” and in their natural state.

Any of the following conditions will be considered a violation of ARC standards:

1. Lawns in excess of six (6) inches in height, lawns with dead grass throughout, lawns that are predominately weeds, and grass not trimmed around structures, sidewalks, driveways, planted areas, and trees. (this item addresses “developed” lots)
2. Planted areas containing weeds or dead plants during the growing season.
3. Indiscriminate use of pesticides, fertilizers or herbicides that harm plant and animal life.
4. Accumulated trash or debris.
5. Conditions that cause erosion or flooding.
6. Dumping of organic debris (leaves, grass, clippings/cuttings, and branches) in sewer drains, on other home sites, in the lake, or on any common area.

Satellite Dishes

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

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

Signs

No billboards or signs of any description shall be displayed upon any home site in EAGLE POINTE SHORES except as follows:

1. During construction, modification or alteration of a residence, the General Contractor may display his business sign to facilitate material deliveries to the property. This sign will be no more than sixteen (16) square feet in size, and will be removed within thirty (30) days after a Certificate of Occupancy is issued.
2. A sign denoting the residence is covered under a security monitoring service, and providing contact information for that service.
3. Neighborhood watch signs.
4. A 911 Emergency Address identification sign for those completed residences not receiving regular mail delivery, and not displaying the standard EAGLEPOINTE SHORES Mailbox.
5. A standard “for sale sign” when a property is listed for sale by the property owner(s).

No sign authorized above for display in EAGLE POINTE SHORES will be placed within the road right-of-way or on any common areas of the EPSHOA.

Tree Removal

Except within twenty (20) feet of the main dwelling, no live trees of any kind in excess of six (6) inches in diameter, measured three (3) feet above the ground, may be removed from any home site nor may more than fifty (50)% of the trees be removed from any home site, without prior written approval of the ARC. Where authorized, tree removal must comply with all County ordinances of tree cutting (consult Pittsylvania County Extension Office, as appropriate).

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

If a resident notes dead tree(s) on an adjacent non-resident property owner's home site which poses imminent danger to the resident's property, it is recommended that the resident notify the ARC in writing as soon as possible.

Normally, the ARC will investigate the circumstance, and if imminent danger to the resident's property is confirmed, will notify the non-resident property owner and request the tree be removed within thirty (30) days. If, at the completion of the thirty (30) days allowed the tree has not been removed, the ARC may seek Board approval to remove the tree at EPSHOA expense, and charge all actual costs to the non-resident property owner.

In emergency circumstances, the ARC may seek Board approval to remove the tree at EPSHOA expense without notifying the non-resident property owner, and charge all actual costs to removal to the non-resident property owner.

Utility Equipment Concealment

Property owners will make an effort to screen or conceal all air-conditioning units, heat pumps, and trash containers so that they are not visible from the roads or the lake. In addition, bottled gas containers and oil tanks, and any other vessel containing hazardous materials shall be screened from public view and protected from damage by a barrier. Use fencing and or shrubbery to provide the necessary screening, and bury the bottled gas containers and oil tanks, where feasible.

Visual Clutter

Do not leave bikes, toys, grills, lawn and garden equipment, etc., overnight in driveways or in the front and sides of homes. They must be stored out of sight when not in use.

Man-made piles of vegetation, such as leaves, limbs and sawn logs, should not be accumulated and remain on home sites in excess of thirty (30) days awaiting disposal. Where such conditions may exist beyond thirty (30) days, and where owners have failed to respond to EPSHOA notices of non-compliance, the EPSHOA may have such materials removed to minimize fire hazard, and may bill the owner all associated costs of removal.

**ATTACHMENT A-1:
EAGLE POINTE SHORES NEW HOME CONSTRUCTION
PLAN APPROVAL REQUEST**

Checklist:

1. _____ Complete this form initialing the checklist and include the following as attachments:

a. _____ Two (2) Complete Sets of Construction Plans. Plans must include elevations, floor plans, and show roof pitch. Plans are not returnable. They will be retained on file for future reference.

b. _____ Site Plan showing the house placement and distances from property lines, driveways, walkways, septic and well placement, including a superimposed Landscape Plan showing proposed planting areas, decks, and fencing.

c. _____ Photos of property and roads **before clearing and construction commences** (please mark each photo showing view submitted and date taken):

1. From the road centerline, right, left and center views showing condition of the road, adjacent road shoulders, and drainage ditches in front of the property.
2. From across the road, broad view showing condition of entire road fronting the property.
3. From road side, views along the right, left, and center property lines facing the road or lakeside of the home site, as appropriate, showing entire width of home site and its vegetation and trees.
4. From rear of home site or from lake side, as appropriate, views along the right, left, and center property lines looking toward the home site, showing entire width of home site and its vegetation and trees.

d. _____ \$250 Architectural Review Fee (nonrefundable)
CHECK#: _____ DATE _____ PAID BY _____

e. _____ \$2000 Construction Bond (refundable on completion, wholly or in part, conditioned on EPSHOA Board approval).
CHECK#: _____ DATE _____ PAID BY _____

f. _____ Homeowners Association Dues (if required)
CHECK#: _____ DATE _____ PAID BY _____

g. _____ Where practical, provide samples, color chips, manufacturer brochures to support exact nature of exterior materials planned.

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

INSTRUCTIONS:

1. No clearing, grading, or construction should commence before written approval is granted. Once house plans are approved, the foundation for the home should be staked out, an inspection ordered, and an approval given prior to construction beginning. Please call Eagle Pointe Shores HOA at 434-385-1025 for this inspection.
2. No clearing, grading, or construction of any nature should commence that could damage the approved septic and repair area until cleared by the County Health Department.
3. Allow at least thirty (30) days prior to planned start of construction. Send completed application, fees and attachments to:

EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

HOME

SITE#: _____ PHASE# _____

DATE	CONSTRUCTION	PLANNED	TO	COMMENCE	(APPROX.)
------	--------------	---------	----	----------	-----------

DATE	CONSTRUCTION	PLANNED	TO	COMPLETE	(APPROX.)
------	--------------	---------	----	----------	-----------

OWNER _____ (S):

CURRENT _____ ADDRESS:

CITY/STATE/ZIP: _____

HOME _____ PHONE:

WORK _____ PHONE:

CELL _____ PHONE _____ OR _____ PAGER:

FAX: _____

Order: 5KY6B89TB
 Address: Greenberry Drive 114
 Order Date: 07-18-2024
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BUILDER:

ADDRESS:

CITY/STATE/ZIP:

CELL PHONE OR PAGER:

FAX:

PLAN NAME AND NUMBER:

ARCHITECT/DESIGNER:

HEATED SQ. FT:

1ST FLOOR _____

2ND FLOOR _____

BASEMENT _____

OTHER _____

TOTAL _____

EXTERIOR FINISH: (circle all that apply) Brick Stone Stucco Siding Log

Other (specify) _____

FOUNDATION: (circle all that apply) Concrete Brick Stone Stucco Block

Other (specify) _____

EXTERIOR MATERIALS (Specify Manufacturer, Product Name, AND Color)

1. BRICK: _____ COLOR _____

2. STONE: _____ COLOR _____

3. SIDING: _____ COLOR _____

Order: 5KY6B89TB
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4. ROOF: _____ COLOR _

5. TRIM: _____ COLOR _

6. DOORS/SHUTTERS: _____ COLOR _

7. DECK _____ COLOR _

8. DRIVEWAY AND WALKWAYS _____ COLOR _

9. CHIMNEY? (YES)(NO): QUANTITY _____ MATERIAL _

10. FIREPLACE?(YES)(NO): QUANTITY: _____ (Propane) (Wood) (Vented)(Unvented)

11. OPEN DECK? (YES)(NO): QUANTITY: _____ TOTAL SQ. FT: _

12. COVERED PORCH? (YES)(NO): QUANTITY: _____ TOTAL SQ. FT: _

13. GARAGE? (YES)(NO): # OF BAYS: _____ DETACHED? (YES)(NO)
(May not exceed one and a half (1½) stories and must match exterior of home)

**I HAVE READ AND UNDERSTAND THE EAGLE POINTE
SHORES ARCHITECTURAL STANDARDS**

Printed name of person submitting plans _____

Signature of person submitting plans _____

DATE PLANS SUBMITTED _____

PLANS RECEIVED BY: _____ DATE: _____

PLEASE ADDRESS ANY QUESTIONS REGARDING THE INFORMATION
CONTAINED HEREIN TO:

EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

ATTACHMENT B-1: EAGLE POINTE SHORES EXISTING HOME ARCHITECTURAL IMPROVEMENT REQUEST FORM
(Submit separate application for each modification or alteration planned)

WORK MAY NOT COMMENCE UNTIL APPROVAL IS RECEIVED

To: EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Home site: _____ Phase: _____

Telephone (H) _____ (W) _____

Proposed Improved Checklist:

1. Complete this form initialing the checklist and include the following as attachments:
 - a. _____ Two (2) copies of Architectural plans/drawings for projects having proposed costs in excess of \$500.
 - b. _____ A to-scale site plan showing size, shape, and location of improvement to residence and to adjoining properties (including specific dimensions of improvement distances to adjoining properties).
 - c. _____ A grading plan, required with projects involving tree removal and/or earth movement.
 - d. _____ Manufacturer’s brochure, if available.
 - e. _____ Color samples, if applicable.
 - f. _____ \$1500 Construction Bond **(required only if a grading plan is submitted)**
CHECK#: _____ DATE: _____ PAID BY: _____
 - g. _____ Detailed written description of improvement (If not provided application will be returned pending additional information).
 - h. _____ Proposed project cost cited (or to be cited) for obtaining building permit.
 - i. _____ Plan review and approval fee according to the following schedule:
 - \$10 if proposed project cost less than \$500
 - \$25 if proposed project cost between \$500 and \$3000
 - \$50 if proposed project cost great than \$3000

CHECK#: _____ DATE: _____ PAID BY: _____

Address: Greenberry Drive 114

Order Date: 07-18-2024

Document not for resale

HomeWiseDocs

Instructions:

1. No clearing, grading, or construction should commence before written approval is granted.
2. No clearing, grading, or construction of any nature should commence that could damage approved septic and repair area until cleared by the County Health Department.
3. Allow at least thirty (30) days prior to planned start of construction. Send completed application fees, and attachments to:

EAGLE POINTE SHORES HOA
c/o Brownstone Properties
3720 Old Lynchburg Road
Lynchburg, VA 24501
Ph: 434-385-1025

Applicant hereby warrants that he/she shall assume full responsibility for:

1. All landscaping, grading, and/or drainage issues relating to said improvements (including replacing bonds or escrows posted by Developer currently in place affecting the home site);
2. Obtaining all required County approvals relating to said improvements;
3. Complying with all applicable County ordinances;
4. Any damage to adjoining property (including common area) or injury to third persons associated with the improvement.
5. Applicant hereby states that they have read EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, INC. Architectural Standards and agree that all work performed will be in compliance with those guidelines.

Signature of Applicant

Date

ARCHITECTURAL REVIEW COMMITTEE RESPONSE

Date Application Received: _____

_____ Request approved as submitted.

_____ Request approved subject to: _____

_____ Response suspended pending submission of: _____

_____ Response suspended pending submission of: _____

_____ Request disapproved because: _____

_____ Request disapproved because: _____

_____ Request disapproved because: _____

Signature-ARC Member

Date

Eagle Pointe Shores HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Architecture Review Committee (ARC) No. 2019 - 2

Pertaining to: Architectural Standards and General Maintenance Guidelines

Duly adopted at a meeting of the Board of Directors of the Eagle Pointe Shores Homeowners Association held April 29, 2019.

Motion by: Gerald Denney Seconded by: Jim Riccione.

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Gerald Denney</u> , Member	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
<u>Cory Dine-Duguay</u> , Member	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
<u>Mike Figler</u> , Member	<u> </u>	<u>X</u>	<u> </u>	<u> </u>
<u>Jim Riccione</u> , Member	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
<u>Susan Franklin-Smith</u> , Member	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:

Susan Franklin-Smith
Secretary

April 29, 2019
Date

Book of Minutes - 2019

Resolution effective: April 29, 2019.

***Appendix 02/Articles of Incorporation**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs



COMMONWEALTH of VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

JAY W. DeBOER
DIRECTOR

DAVID B. ASHE
CHIEF DEPUTY

3600 West Broad Street, Richmond, Virginia 23230-4917
Telephone: (804) 367-8500 TDD: (804) 367-9753
<http://www.dpor.virginia.gov>

DEPUTY DIRECTORS:

KAREN W. O'NEAL
Licensing & Regulation

NICK A. CHRISTNER
Compliance & Investigations

STEVEN L. ARTHUR
Administration & Finance

February 21, 2007

Eagle Points Shores Homeowners Association, Inc.
P.O. Box 807
Gretna, VA. 24557

Dear Community Representative:

Having successfully filed the above association's application in according with the Common Interest Community Management Information Fund Regulations, the Real Estate Board has issued the association a certificate of filing effective as of the date of this letter.

Your association's certificate of filing is enclosed.

Sincerely,

REAL ESTATE BOARD
Community Association Liaison Office

Enclosure
dbd

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024

**ARTICLES OF INCORPORATION
OF
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATIONS, INC.
A VIRGINIA NONSTOCK CORPORATION**

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the corporation is:

Eagle Pointe Shores Homeowners Association, Inc.
2. The corporation shall have the following classes of members:
 - a. Class A Members consisting of individual owners of lots within the subdivisions known as Eagle Pointe Shores, Phases, I, II & III, The Cliffs at Eagle Pointe Shores and Eagle's View (collectively, the "Subdivision") in Pittsylvania County, Virginia; and
 - b. Class B Members consisting of the "Declarant" and "Builders" as those terms are defined in the declarations for the Subdivision (the "Declaration").
3. The directors of the corporation shall be elected or appointed as follows:
 - a. The initial Directors shall be appointed by the Declarant or its designee, and shall serve until the first annual meeting of Members after the termination of the Class B membership. The initial number of Directors shall be three (3), which number may be increased to as many as five (5) by a majority vote of the Directors so long as there is a Class B membership; or
 - b. At the first annual meeting of Members after the termination of the Class B membership, the Members shall elect one (1) Director for a term of one (1) year; one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and, as the terms of such Directors expire, new Directors shall be elected by the Members at each annual meeting thereafter for terms of three (3) years each. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4. The initial registered agent of the corporation is Kyle H. Goldsmith, and who is an individual who is a resident of Virginia and an initial Director of the corporation.
5. The initial registered office of the corporation, which is identical to the business office of the initial registered agent, is:

1351 W. Gretna Road
Gretna, VA 24557

The registered office is located in Pittsylvania County, Virginia.

6. The names and addresses of the initial directors are:

<u>Name</u>	<u>Address</u>
Kyle H. Goldsmith	1351 W. Gretna Road Gretna, VA 24557
Edward N. Plymale	1351 W. Gretna Road Gretna, VA 24557
Richard A. Smissen	21351 Ridgetop Circle, Suite 300 Dulles, Virginia 20166

Submitted on January 10, 2006 by the undersigned incorporator.

Incorporator:

Scott M. Wheatley

Organizational Resolutions
of
Eagle Pointe Shores
Homeowners Association
A Virginia Nonstock Corporation

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

UNANIMOUS WAIVER OF NOTICE AND WRITTEN CONSENT
IN LIEU OF THE
FIRST MEETING OF BOARD OF DIRECTORS
OF
**EAGLE POINTE SHORES
HOMEOWNERS ASSOCIATION**

The undersigned, being all the directors of Eagle Pointe Shores Homeowners Association, a Virginia nonstock corporation (the "Association"), hereby adopt the following resolutions by signing this Unanimous Waiver of Notice and Written Consent:

Recitals:

A. Each and every one of the initial Directors of the Association, appointed in the Articles of Incorporation, has waived notice of the organizational meeting of the Board of Directors and has consented to election of officers of the Association and other business set forth in the resolutions contained herein.

B. The formation of the Association was a result of filing of Articles of Organization of Eagle Pointe Shores Homeowners Association, a Virginia nonstock corporation, with the Virginia State Corporation Commission on February 2, 2006, which named the undersigned as initial Directors.

C. The initial Directors of the Association desire now to formalize the election of officers and directors and to take all action necessary or desirable to complete the formation and organization of the Association.

Resolutions:

As evidenced by the signatures of all of the initial Directors, the following resolutions are hereby approved and adopted:

1. For the purposes of the records of the Association, the Articles of Incorporation filed in the Clerk's Office of the Virginia State Corporation Commission on February 2, 2006, a copy of which is annexed hereto as Exhibit A, are hereby approved and adopted by the Directors. The Certificate of Incorporation and the filing receipt are attached hereto as Exhibit B.

2. The following are hereby elected as Directors of the Association to serve until the next annual meeting of Members and until their successors shall have been duly elected and qualified:

Edward N. Plymale, Chairman
Kyle H. Goldsmith
Richard A. Smissen

3. The Directors shall constitute and be members of the Board of Directors.

4. All prior acts taken by the Incorporator and Directors of the Association are hereby ratified and confirmed by the Directors.

5. The Association adopts the annexed Bylaws which have been read by each Director, and which shall be certified by the Secretary and filed in the Minute Book of the Association.

6. The following persons are elected to the offices set opposite their respective names, to hold office and exercise the powers and responsibilities specified in the Association's Bylaws:

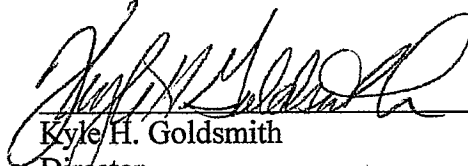
<u>Office</u>	<u>Name</u>
President	Edward N. Plymale
Vice President	Kyle H. Goldsmith
Treasurer	Donna Moore
Secretary	Donna Moore

7. The President and Treasurer of the Association are authorized to open bank accounts at Wachovia Bank, N.A., or any other federally insured bank as they may determine in their sole judgment, and to pay all expenses incurred in connection with the organization of the Association, including filing, license, attorneys' and accountants' fees.

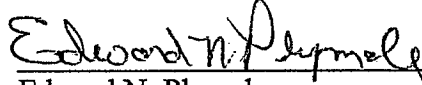
8. The President and all other Officers of the Association are authorized and directed to take all steps necessary to cause the Association to perform its duties and responsibilities as set forth in the Articles of Incorporation, the Bylaws and the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe Shores Subdivision (the "Declaration"). The Officers may engage in any and all other lawful activities as may be necessary, incidental or convenient to carry out the foregoing purposes of the Association.

EACH OF THE UNDERSIGNED, being all of the initial Directors of the Association, waives any and all notice required by the Articles of Incorporation, the Bylaws, the Declaration and the laws of the Commonwealth of Virginia, of the time, place and purposes of the organizational meeting of the Board of Directors of the Association, and acknowledges that he consented to the foregoing resolutions without meeting and without protest of absence of notice and that the foregoing minutes accurately reflect the resolution passed by the unanimous vote of the Board of Directors.

Dated: 6-23-06



Kyle H. Goldsmith
Director



Edward N. Plymale
Director

Richard A. Smissen
Director

CERTIFICATION

I HEREBY CERTIFY that all Directors of the Association were waived notice and consented to the foregoing resolutions and that none protested the absence of notice or waiver of the meeting.

Dated: 6-23-06



Donna Moore, Secretary

To Escrow Agent: Executive Settlement Services, LLC
5900 Centreville Road, Suite 302
Centreville, VA 20121
Attention: Scott M. Wheatley

19. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. This Agreement shall be construed, enforced and interpreted under the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws.

21. Time shall be of the essence for all purposes in construing and applying the provisions of this Agreement.

22. As used herein the plural shall include the singular, the singular the plural, and the use of any gender shall be applicable to all genders.

23. This Escrow Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument. This Escrow Agreement may not be modified or amended in any way except by writing signed by Lender and Purchaser and acknowledged by Escrow Agent.

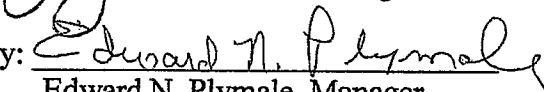
IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date set forth above.

Developer:

Eagle Pointe Shores, LLC
a Virginia limited liability company

By: 

Kyle H. Goldsmith, Manager

By: 

Edward N. Plymale, Manager

Escrow Agent:

Executive Settlement Services, LLC
a Virginia limited liability company

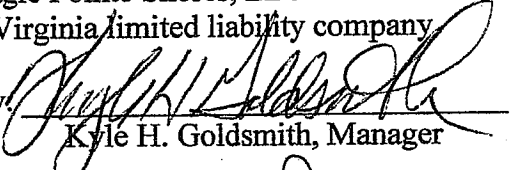
By: _____
Scott M. Wheatley, President

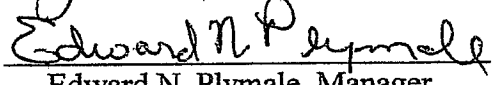
§ 1710.219 – AFFIRMATION

We hereby affirm that:

- (a) we are the Managers (senior executive officers) of the Developer of the lots herein described; and
- (b) the statements contained in this Initial Statement of Record and any supplement hereto, together with any documents submitted herein, are full, true, complete and correct; and
- (c) the Developer is bound to carry out the promises and obligations set forth in this Initial Statement of Record and Property Report or I/we have clearly stated who is or will be responsible; and
- (d) the fees accompanying this submission are in the amount required by the rules and regulations of the Office of Interstate Land Sales Registration.

Eagle Pointe Shores, LLC
a Virginia limited liability company

By: 
Kyle H. Goldsmith, Manager

By: 
Edward N. Plymale, Manager

6-23-06
Date

6-23-06
Date

WARNING: Section 1418 of the Housing and Urban Development Act of 1968 (82 Stat. 598, 15 U.S.C. 1717) provides: "Any person who willfully violates any of the provisions of this title or of the rules and regulations or any person who willfully, in a Statement of Record filed under, or in a Property Report issued pursuant to this title, makes any untrue statement of a material fact * * *, shall upon conviction be fined not more than \$10,000.00 or imprisoned not more than 5 years, or both.

CERTIFICATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Eagle Pointe Shores Homeowners Association, a Virginia nonstock corporation; and
2. The foregoing Bylaws constitute the Bylaws of Eagle Pointe Shores Homeowners Association as duly adopted by the Board of Directors pursuant to the Organizational Minutes dated June 23, 2006.

IN WITNESS WHEREOF, I have executed this Certification on June 23, 2006

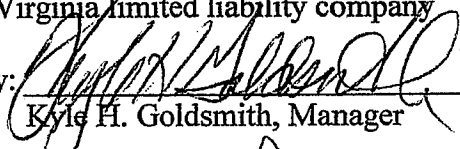


SECRETARY

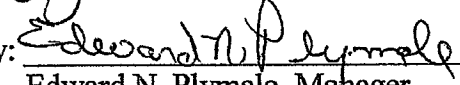
CERTIFICATION

The information contained in this Property Report is an accurate description of our subdivision and development plans.

Eagle Pointe Shores, LLC
a Virginia limited liability company

By: 

Kyle H. Goldsmith, Manager

By: 

Edward N. Plymale, Manager

Date of Preparation:

June 23, 2006

EXHIBIT A

ARTICLES OF INCORPORATION

[See Attached]

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

EXHIBIT B

**CERTIFICATE OF INCORPORATION AND RECEIPT OF PAYMENT ISSUED BY THE
COMMISSIONER OF THE VIRGINIA STATE CORPORATION COMMISSION**

[See Attached]

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

EXHIBIT C

BYLAWS OF EAGLE POINTE SHORE HOMEOWNERS ASSOCIATION

[See Attached]

***Appendix 02/Bylaws**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

file EPS HOA
Ed

BYLAWS

OF

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

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BYLAWS
OF
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

ARTICLE 1

INTERPRETIVE PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act ("Act"). Definitions, terms and other interpretive provisions set forth in Articles of Incorporation for Eagle Pointe Shores Homeowners Association ("Articles of Incorporation") and the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores Subdivision ("Declaration") are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the Association shall be held, not later than one year after the first conveyance of a Lot to an Owner other than the Declarant or a Builder, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) no earlier than ten months or later than fourteen months after the last annual meeting at such time and place as may be fixed from time to time by resolutions of the Board of Directors.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by members entitled to cast at least ten percent of the total number of votes (excluding the Declarant's votes); or (4) upon request of the Declarant during the Development Period. The signatures on a petition requesting a special meeting shall indicate the date of the signature, shall indicate the Lot owned by the Person signing, and shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purpose for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meetings.

Section 2.3. Notice of Meetings.

(A) Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary (or as directed by the Secretary) to each member entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. The giving of notice in the manner provided in this Section and Article 11 hereof shall be considered proper service of notice.

(B) Notwithstanding the provisions of Subsection (A), notice of a meeting to act on an amendment to the Articles of Incorporation, or any plan of merger, consolidation or dissolution shall be given in the manner provided above not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, merger, consolidation or dissolution. Any such amendment or plan of merger, consolidation or dissolution shall not be effective unless notice of such matter was provided in accordance with this Subsection.

Section 2.4. Waiver of Notice of Meetings.

(A) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that member and such waiver shall be delivered to the Secretary for inclusion in the minutes for filing with the Association records.

(B) A member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such member attends for the express and sole purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if members entitled to cast at least ten percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once a member is present at a meeting such member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is or shall be set for that adjourned meeting. When voting on any matter requiring a vote by a specified percentage of each class of members or of a specific class of members, a quorum of each class of members or the specific class of members must be present in person or by proxy.

If at any meeting of the Association a quorum is not present, a majority of the members who are present at such meeting in person or by proxy may recess or adjourn the meeting to such place, date and time as such members may agree, not less than forty-eight hours after the time the original meeting was called, whereupon the Secretary shall announce the place,

date and time at the meeting and make other reasonable efforts to notify all members of such place, date and time.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceeding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of *Robert's Rules of Order, Newly Revised*, shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents, unless the presiding officer determines otherwise or any member present at the meeting, in person or by proxy, requests, and by a Majority Vote the members consent, to conduct the meeting by a different set of rules or standards, including informal rules.

Section 2.8. Record Date to Determine Members; List of Members. The date for determining which Persons are members and therefore entitled to vote (the "Record Date") shall be the close of business on the day before the effective date of the notice to the members of the meeting, unless the Board of Directors shall determine otherwise. The Board of Directors shall not fix a Record Date more than seventy days before the date of the meeting or other action requiring a determination of the members, nor shall the Board of Directors set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of members, with the address of each, available for review by the members before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Members without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consent, setting forth the action so taken and signed by all of the members entitled to vote with respect to the subject matter thereof, is delivered to the Secretary for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the members.

ARTICLE 3

MEMBERS AND VOTING

Section 3.1. Membership and Voting Rights. Only members of the Association shall have the right to vote in meetings or elections of the Association. The voting rights of the members of the Association shall be as follows:

(A) The Association shall have two classes of voting membership:

(1) CLASS A. The Class A members shall be all those Persons (except Class B members) who are record owners of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers. Persons who hold an interest merely as security for the performance of an obligation are not included as members. No owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one Person holds such interest in any Lot, all such Persons shall be members, and the vote for such Lot may be exercised as they determine among themselves subject to the provisions of Section 3.2(B) hereof, but in no event shall more than one vote be cast with respect to any Lot.

(2) CLASS B. The Class B member shall be Eagle Pointe Shores, LLC, a Virginia limited liability company, or its successors or assigns, and Builders. The Class B member shall be entitled to six votes for each Lot in which it holds the interest required for membership; provided, however, that Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

(a) When ninety percent of the Lots have been conveyed by the Declarant to Owners other than Builders;

(b) The seventh anniversary date of the recordation of the Declaration;

(c) The date specified by Eagle Pointe Shores, LLC, in a written notice to the Association that the Declarant Control Period specified in the Declaration is to terminate on that date; or

(d) The end of the Development Period specified in the Declaration.

Section 3.2. Additional Provisions Governing Voting.

(A) Association Votes. If the Association is an Owner, the Association shall cast its vote with the majority with respect to any Lot it owns, and in any event such votes shall be counted for the purpose of establishing a quorum.

(B) Multiple-Person Owners. Since a member may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the members' vote. If more than one of such Persons is present, the vote appertaining to that member shall be cast only in accordance with the unanimous agreement of

such Persons, and such agreement shall be conclusive presumed if any of them purports to cast the vote appertaining to that member without protest being made prior to adjournment of the meeting at which the vote was cast to the Person presiding over the meeting by any of the other Persons constituting such member.

(C) Voting Certificate. If a member is not a natural person, the vote by such member may be cast by any natural person authorized by such member. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Person and filed with the Secretary; provided, however, that any vote cast by a natural person on behalf of such member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Where the approval or disapproval of a member is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such member at any meeting of the Association.

(D) Delinquency. No Class A member may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid by the Record Date for such meeting or election.

Section 3.3. Manner of Voting.

(A) At a Meeting. Voting by members at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any member present at the meeting, in person or by proxy, requests, and by a Majority Vote the members consent to, a vote by written ballot indicating the name of the member voting, the number of votes appertaining to such member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(B) By Referendum. In the sole discretion of the Board of Directors, elections of directors requiring a vote of the members may be submitted to a referendum of the members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any. Notwithstanding the foregoing, if the Board of Directors decides to use polling places, at least one polling place shall be located on the Property or in Gretna, Virginia.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing to proxy holder how to vote) or uninstructed (leaving how to vote to the proxy holder's discretion). Only instructed proxies may be granted by any member to the managing agent or any member of the Board of Directors. Proxies shall be in writing, shall be dated, shall be signed by the member or a Person authorized by the member, shall be valid for eleven months unless a longer time is provided in the proxy and shall be filed with the Secretary.

Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the member. A sample proxy is attached as Exhibit A to the Bylaws.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The power and authority to manage the business and affairs of the Association shall be vested in the Board of Directors. The Board of Directors shall have all of the powers, authorities and duties necessary for the administration of the affairs of the Association and may do all acts as are not required by the Act or the Association Documents to be exercised and done by the members. The Board of Directors may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board of Directors on such matters as the Board of Directors deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall perform the following duties and take the following actions on behalf of the Association:

(A) Provide services in accordance with the Association Documents, and provide for Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots.

(B) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area, general administration of the Association and, to the extent provided in the Association Documents, of the Lots, and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(C) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property and general administration of the Association to the extent the Association is so authorized by the Association Documents.

(D) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(E) Open bank accounts on behalf of the Association and designate the signatories thereon.

(F) Enforce the provisions of the Association Documents.

(G) Act with respect to all matters arising out of any proceeding (including eminent domain) affecting the Common Area owned in fee simple by the Association.

(H) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(I) Pay the cost of all authorized goods and services rendered to the Association.

(J) Notify a Mortgagee of any default in paying Assessments by an Owner (which remains unpaid for one hundred twenty days) or for any other default, simultaneously with the notice sent to the defaulting Owner.

(K) Charge reasonable fees for the use of the Common Area designated and the club house and swimming pool, and allow non-members to use portions of the Common Area on a fee arrangement as determined by the Board of Directors.

(L) Prepare an annual budget in accordance with Article 6 of the Declaration.

(M) Adopt an annual budget and make Assessments to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments, establish the period of the installment payment, if any, and establish the time period for and amount of late charges, if any, of the Assessments.

(N) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that (except during the Declarant Control Period), either a Majority Vote of members obtained at a meeting held for such purpose or a written approval by members entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of twenty percent of the total Annual Assessment for Common Expenses for that fiscal year and, subject to Section 14.4 of the Declaration, mortgage any of the Common Area owned in fee simple by the Association. The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to, Annual and Additional Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

(O) Sign deeds, plats of resubdivision, applications for construction permits and letters of permission or similar documents for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or on its own determination.

(P) Dedicate or transfer any portion of the Common Area owned in fee simple by the Association, or grant, vacate or terminate easements, rights of way or licenses over and through all of the Common Area pursuant to Section 3.2 of the Declaration and subject to the restrictions set forth in Section 14.4 of the Declaration.

(Q) Suspend the right of any Owner or other occupant of a Lot, and right of such Person's household, guests, employees, tenants, agents and invitees to use the Common Area in accordance with Section 12.1 of the Declaration.

(R) Provide an Association Disclosure Packet or Common Expense Statement with respect to a Lot within fourteen days for as otherwise required by law after a written request and payment of the appropriate fee in accordance with Section 6.5 of the Declaration.

(S) Do anything else not inconsistent with the Act or the Association Documents.

Section 4.2. Qualification, Number and Election of Directors. Only members of the Association and designees of the Declarant, its successors and assigns, while it holds Class B membership in the Association are eligible to serve and act as directors of the Association. The number and election of directors shall be in accordance with the procedures and for the terms of office set forth in Article 3 of the Articles of Incorporation. At the first annual meeting of members after the termination of the Class B membership, the Board of Directors shall be divided into three classes of membership, as near equal in number as possible, with the terms of office of one class expiring each year, and directors of the first class shall be elected for three years; directors of the second class shall be elected for two years; and directors of the third class shall be elected for one year. Thereafter, at each annual meeting of the members, the successors to the class of directors, whose term shall then expire, shall be elected for a term of three years. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not so previously filled, shall be filled at the next succeeding meeting of the members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

ARTICLE 5

MANAGING AGENT

Section 5.1. Appointment, Qualification and Duties of Managing Agent. The Board of Directors may employ for the purpose of administering the Property a managing agent (the "Managing Agent") at compensation to be established by the Board of Directors. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation of the Property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. The Managing Agent shall perform such duties and services as the Board of Directors shall direct. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Section 4.1(D), (K), (M), (N), (P) and (Q). The Managing Agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without

cause on nor more than ninety days written notice and with cause on no more than thirty days written notice.

ARTICLE 6

OFFICERS

Section 6.1. Designation and Duties of Officers. The Officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President, Vice President, Secretary and Treasurer shall be Owners (except for those directors designated or elected by the Declarant) and members of the Board of Directors. Any other Officers may, but need not, be Owners, or directors. Each Officer shall perform such duties as are normally associated with such office, except that to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such Officer by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President (if any) and Secretary shall be held by separate individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board of Directors.

Section 6.3. Resignation or Removal of Officers. Any Officer (including a Director) may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors (as Chairman); have general and active direction of the business of the Association subject to the control of the Board of Directors; see to the execution of the resolutions of the Association and

the Board of Directors; see that all order and resolutions of the Board of Directors are carried into effect; and, in general, perform all the duties incident to the Office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and the Board of Directors; have charge of such books and papers as the Board of Directors may direct and as may be required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act or otherwise by law; give or cause to be given all notices required to be given by the Association; give each Owner notice of Assessment against such Owner's Lot as soon as practicable after the Assessment is made; give each member notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which all notices to members and Mortgagees hereunder shall be delivered; file or cause to be filed the annual report required by Section 13.1-936 of the Act; make it possible for any member or Mortgagee to inspect at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the Office of Secretary.

Section 6.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6 of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the Office of Treasurer.

Section 6.9. Managing Agent. The Managing Agent may perform the Secretary's or Treasurer's duties on behalf of such Officer at the direction of the Board of Directors.

ARTICLE 7

COMMITTEES

Section 7.1. Special Committees.

(A) Architectural Review Committee. The Board of Directors may establish an Architectural Review Committee as set forth in Article 9 of the Declaration.

(B) Elections Committee. The Board of Directors may establish an Elections Committee upon its determination.

Section 7.2. Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of one or more persons as the Board of Directors may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board of Directors shall appoint the chairman of each committee, and may either appoint the other members thereof or leave such appointment to the committee chairman. The Board of Directors may also remove any committee member without cause by written notice to such committee member and the chairman of such committee, if any.

ARTICLE 8

MEETINGS OF THE BOARD OF DIRECTORS AND COMMITTEES

Section 8.1. Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors to elect Officers, appoint committee members and establish the manner of operation of the Board of Directors for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two directors. Meetings of the Architectural Review Committee or any other committee or sub-committee shall be held on an as-needed basis, as determined by the Board of Directors or the committee, as applicable. All meetings of the Board of Directors or any committee shall be open to members as observers, except that the President or presiding officer or chairman of a committee may call the Board or committee into executive session on matters such as personnel, litigation strategy or hearings with respect to violation of the Association Documents or as otherwise permitted by Section 55-510E of the Virginia Property Owners' Association Act or applicable law. Any final action taken in executive session shall be recorded in the minutes. The Board of Directors or any committee may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

Section 8.2. Notice. Notice of meetings shall be given to each director or committee member, as appropriate, personally or by mail, email or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose thereof. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting.

Section 8.3. Waiver of Notice. Any director or committee member, as appropriate, may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director or committee member attends for the express and sole purpose of objecting to the transaction of

any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting. If all directors or committee members, as appropriate, are present at any meeting of the Board of Directors or committee, no notice shall be required and any business may be transacted at such meeting.

Section 8.4. Quorum. At all meetings of the Board of Directors or a committee, a majority of the total number of directors or committee members, as appropriate, shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act, the Articles of Incorporation or the Bylaws. If at any meeting there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the meeting which as recessed or adjourned is reconvened, so long as a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director or committee member, as appropriate, who participates in a meeting by means of communication by which all directors or committee members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

Section 8.5. Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee shall preside over the meeting of the committee and may appoint any member of the committee to keep minutes. The then current edition of *Robert's Rules of Order, Newly Revised*, shall govern the conduct of all meetings of the Board of Directors and committees when not in conflict with the Act or the Association Documents, unless the presiding officer determines to conduct the meeting by a different set of rules or standards, including informal rules.

Section 8.6. Action Without Meeting. Any action by the Board of Directors or a committee required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors or committee members, as appropriate. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors or committee.

ARTICLE 9

FIDUCIARY DUTIES

Section 9.1. Signature Requirements. Unless otherwise provided in the resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of five percent of the total Annual Assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be signed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of five percent or less of the total Annual

Assessment for Common Expenses for that fiscal year, except from reserve accounts, may be signed by any one person designated by the Board of Directors. Notwithstanding the foregoing, instruments creating or paying obligations for less than five thousand dollars, except for withdrawals from the reserve funds, may be signed by only one person. Any Officer or agent of the Association may be designated by resolution of the Board of Directors to sign a Statement of Common Expenses or an Association Disclosure Packet on behalf of the Association.

Section 9.2. Conflicts of Interest. Each director or Officer shall exercise such Director's or Officer's powers and duties in good faith and in the best interests of the Association. Any common or interested director or Officer may be counted in determining the presence of a quorum of any meeting of the Board of Directors, a committee or the member which authorizes, approves or ratifies any transaction, but such director's or Officer's vote shall not be counted with respect to any matter as to which such director or Officer would have a conflict of interest; such director or Officer may vote, however, at the meeting to authorize any other transaction. No director, committee member or Officer shall be deemed to have a conflict of interest solely because such director, committee member or Officer is an Owner of a Lot or a member of the Association. During the Declarant Control Period, no director, committee member or Officer shall be deemed to have a conflict of interest solely because of such director's, committee member's or Officer's financial interest or position with the Declarant. The voidability of a transaction involving a director or Officer with a conflict of interest shall be determined in accordance with Section 13.1-871 of the Act.

Section 9.3. Liability and Indemnification.

(A) No Personal Liability. The directors, Officers and members of any committee shall not be liable to the Association or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No member shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the Managing Agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the Managing Agent, as the case may be, are acting as agents for the Association and shall have no personal liability thereunder.

(B) Indemnification. The Association shall indemnify the directors, Officers and members of any committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the members or otherwise.

(C) Directors and Officers Liability Insurance. The Association shall have the power, pursuant to Article 10 of the Declaration, to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of any committee against any liability

asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 9.4. Compensation of Directors and Officers. The Association may pay a recording secretary. Otherwise, no salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses (including travel expenses) incurred in serving or acting as a director or Officer.

ARTICLE 10

BOOKS AND RECORDS

Section 10.1. Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be reviewed at least one a year by an accountant retained by the Board of Directors who shall not be an Owner or an occupant of a Lot. Upon the request of any Mortgagee, any Secondary Mortgage Agency or upon a Majority Vote of the members (or the written request of members entitled to cast more than fifty percent of the total number of votes) or as otherwise determined by the Board of Directors, the books and records shall be audited. The cost of such review or audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act.

Section 10.2. Availability. The books and records of the Association shall be available for examination by the members, their attorneys, accountants, Mortgagees and authorizing agents during normal business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the members in accordance with Section 13.1-933 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. The list of members required by Section 2.8 hereof shall be available to inspection for a period of ten days prior to the meeting and at the meeting. Pursuant to Section 13.3 of the Declaration, all Mortgagees or their representatives shall have the right to examine the books and records of the Association on the same terms and conditions of the members. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents.

Section 10.3. Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all members, and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year

actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 10.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of conveyance of a Lot to an Owner other than the Declarant or a Builder and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

ARTICLE 11

NOTICES

Section 11.1. Requirements for Notices. Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the member or member's address of record or delivered by email, facsimile transmission, or other form of electronic communication (other than voice telephone) or by private carrier or sent United States mail, postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a hearing or lien, sent by commercial overnight delivery service (such as FedEx) or by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a member or a Director, at the address which the member shall designate in writing and file with the Secretary or, if no such address is designated for an Owner, at the address of the Lot of such Owner, in which case the notice may be posted on the door of the Dwelling Unit on the Lot, if any; (2) if to the Association, the Board of Directors or to the Managing Agent, at the principal office of the Association or of the Managing Agent, if one has been appointed, or at such other address as shall be designated by notice in writing to the Secretary pursuant to this Section; or (3) if mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the address shown in the Association records. Notice of meetings may be included as part of the Associations newsletter, if the newsletter is delivered to every member.

ARTICLE 12

AMENDMENTS

Section 12.1. Requirements for Amendment of Bylaws. These Bylaws may be amended only by a Majority Vote of the members and if the proposed amendment has been inserted in the notice of meeting or all of the members are present in person or by proxy. The Board of Directors shall send any amendment to the members within thirty days after adoption. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written consent of the Declarant. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Eagle Pointe Shores Homeowners Association, a Virginia nonstock corporation; and
2. The foregoing Bylaws constitute the Bylaws of Eagle Pointe Shores Homeowners Association as duly adopted by the Board of Directors pursuant to the Organizational Minutes dated June 23, 2006.

IN WITNESS WHEREOF, I have executed this Certification on June 23, 2006


SECRETARY

***Appendix 02/Complaint**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

POLICY RESOLUTION

EAGLE POINTE SHORES OWNERS ASSOCIATION, INC. COMPLAINT PROCEDURES
(for resolving certain complaints from members and others)

Date Adopted: September 17, 2012

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' association and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Eagle Pointe Shores Owners Association, Inc, acting through its Board of Directors, hereby adopts and establishes the following CICB mandated Association complaint procedure for **handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

- A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
- B. **Complaint Form.** If a member of the Association, a resident or any other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
 1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).
 2. **A copy of these complaint procedures** (including the required Complaint Form) will be available upon request from the Association by contacting: Brownstone Properties, Inc. 3720 Old Forest Rd, Lynchburg, VA 24501: 434.771.6014.

C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Hand Delivery or Mail: Board of Directors- Eagle Pointe Shores Owners Association, Inc.
C/o Brownstone Properties, Inc.
3720 Old Forest Rd
Lynchburg, VA 24501

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand delivered or mailed by requested or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below:

- DI. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/ corrected Complaint before it can be accepted and forwarded to the Board for consideration.
 2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
- DII. **Formal Action- Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.
1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
 2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice May be combined with the acknowledgment of receipt referenced in Section E above.
 3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - a. A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if

needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or

- b. A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection.3.b.above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packet.

EXHIBIT A

POLICY RESOLUTION

EAGLE POINTE SHORES OWNERS ASSOCIATION, INC. COMPLAINT PROCEDURES

Eagle Pointe Shores Owners Association, Inc.

By Hand Delivery or Mail: Board of Directors- Eagle Pointe Shores Owners Association, Inc.
C/o Brownstone Properties, Inc.
3720 Old Forest Rd
Lynchburg, VA 24501

Phone #: Brownstone Properties, Inc. 434.771.6014

ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Eagle Pointe Shores Owners Association, Inc. (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

- 1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

Four horizontal lines for writing the complaint details.

- 2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

Printed Name Signature Date

Mailing Address

Lot/ Unit Address

Email Address Phone Number Contact Preference: Phone Email

If, after in the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804.367.2941

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

CC&Rs

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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Eagle Pointe Shores

Exhibit A

Declaration of Covenants, Conditions & Restrictions

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Exhibit A

Deed of Subdivision of Eagle Pointe Shores, Phase 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

Eagle Pointe Shores Declaration

Document not for resale

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made a part of the Deed of Subdivision of Eagle Pointe Shores, Phase 1, and may be incorporated by reference in other deeds of subdivision for additional phases of Eagle Pointe Shores Subdivision, for the purpose of protecting the value and desirability of, and shall run with the Eagle Pointe Shores Lots, Parcels, Roads and Residue and shall be binding on all parties having any right, title or interest in the Eagle Pointe Shores Subdivision or any part thereof, their respective successors and assigns, subject to the right of the Declarant or the Association to amend this Declaration from time to time in accordance with the provisions for amendment set forth herein.

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meaning specified for such terms below or in the text of this Declaration.

(A) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, supplemented or replaced from time to time.

(B) "Architectural Character" means the scale, style, design, material, quality of construction and material, color and/or texture of a Structure.

(C) "Architectural Review Committee" (sometimes "ARC") means the committee that may be established pursuant to Article 9 to assure that all improvements to the Lots are constructed and maintained in a manner consistent with the purposes and intents of the Declaration.

(D) "Articles of Incorporation" means the Articles of Incorporation for Eagle Pointe Shores Homeowners Association filed with the Virginia State Corporation Commission as amended from time to time.

(E) "Assessment" means the sums levied against the Lots to pay Common Expenses as provided in Article 6. Assessments include Annual Assessments, Special Assessments, Additional Assessments and Individual Assessments.

(F) "Association" means Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act, its successors and assigns.

(G) "Association Documents" means collectively, the Articles of Incorporation, this Declaration, deeds and plats of subdivision for all Phases of Eagle Pointe Shores Subdivision, Supplementary Declarations and the Bylaws, all as amended from time to time.

time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(H) "Board of Directors" or "Board" means the executive and administrative entity established by the Article 3 of the Articles of Incorporation as the governing body of the Association.

(I) "Builder" means any Person (other than the Declarant) who acquires more than five (5) Lots for the purpose of constructing improvements for resale.

(J) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(K) "Common Area" means, at any given time, all real property (including the improvements thereto or facilities located thereon) owned by the Association and available to the Association for the common use and enjoyment of the Owners, and shall include the Roads, Recreational Facilities, and any easements granted to the Association for the benefit of the Owners at large. For purposes of Upkeep and assessment of Common Expenses only, "Common Area" shall include Common Driveways.

(L) "Common Driveway" means the area within the ingress and egress easements as shown on the Plats as shared and common driveways (also known as "joint use driveways") over and across Common Driveway Lots for access of the Owners, members of such Owner's household or their tenants, guests or agents, of Common Driveway Lots from and to the Roads.

(M) "Common Driveway Lot" means any Lot that uses a Common Driveway for access to such Lot from a Road or any Lot over which any Common Driveway runs.

(N) "Common Expenses" means all expenditures incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses include Limited Common Expenses and expenses attributable to Common Driveways.

(O) "County" means Pittsylvania County, Virginia, and/or, the proper governmental authorities of Pittsylvania County, Virginia, as the context may require.

(P) "Declarant" means Eagle Pointe Shores, LLC, a Virginia limited liability company, and its successors or assigns (i) to which Eagle Pointe Shores, LLC assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the Land Records, or (ii) who is a purchaser at foreclosure of the Eagle Pointe Shores Property or a grantee in a deed in lieu of foreclosure from the Declarant. Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several

and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant.

(Q) "Declarant Control Period" means the period beginning upon the recordation of this Declaration among the Land Records and ending on the earliest of: (i) the seventh anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period.

(R) "Declaration" means this Declaration of Covenants, Conditions and Restrictions made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments thereto, and, except when the context clearly requires otherwise, all Supplementary Declarations.

(S) "Deeds of Subdivision" means the deed or deeds of subdivision for any land attached to a plat and recorded among the Land Records for the purpose of creating lots, roads, and parcels and submitting the same to this Declaration. Reference to a Deed of Subdivision means that Deed of Subdivision that created the Lot, Road or Parcel for which reference is made.

(T) "Design Guidelines" means the standards contained in this Declaration, any standards developed by the Architectural Review Committee and adopted by the Board of Directors pursuant to Article 9 hereof, and any standards established by the Declarant during the Development Period.

(U) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales or activities relating thereto, anywhere on the Property and the Declarant is entitled to exercise certain special Declarant rights under the Association Documents. When all the land described in Exhibit A of the Declaration has been conveyed to Owners other than the Declarant, all the Submitted Land has been conveyed to Owner other than the Declarant or a Builder and all bonds filed by the Declarant with respect to the Property have been released, then the Development Period shall end.

(V) "Dwelling Unit" means any improvement to a Lot intended for use and occupancy as a residence.

(W) "Eagle Pointe Shores Subdivision" means Eagle Pointe Shores, Phases 1 through 3, inclusive, The Cliffs at Eagle Pointe Shores, Eagle's View and all other land submitted to this Declaration as provided herein.

(X) "Land Records" means the land records of the Clerk of the Circuit Court of Pittsylvania County, Virginia, the jurisdiction wherein the Property is located.

(Y) "Limited Common Expenses" means all expenditures, except for expenses associated with Common Driveways, incurred by or on behalf of the Association and benefiting

one or more but less than all of the Owners and assessed against the Lots owned by the Owner benefited pursuant to Subsection 6.2(A)(2).

(Z) "Lot" means any plot of land created by and shown on a lawfully recorded subdivision plat for Eagle Pointe Shores Subdivision (but not including the land designated as Parcels or Roads conveyed to the Association, and not including Residue), together with any improvements appurtenant thereto now or hereafter existing.

(AA) "Majority Vote" means a simple majority (more than fifty percent) of the votes, based on one vote for each Lot, entitled to be cast by members present in person or by proxy at a duly held meeting of the members at which a quorum is present. Any vote of a specified percentage of members means that percentage with respect to the total number of votes actually cast by members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or committee) means that percentage with respect to votes entitled to be cast at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote or approval by the Mortgagees of Lots calculated based on one vote for each Lot on which a Mortgage is held by a Mortgagee.

(BB) "Mortgagee" means any lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status in writing pursuant to Section 13.2 hereof and has requested all rights under the Association Documents. Only for the purpose of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Associations (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guaranteeing or insuring Mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Agencies").

(CC) "Officer" means any Person holding officer pursuant to Article 6 of the Bylaws.

(DD) "Owner(s)" means one or more person who is the record owner of a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. If more than one Person is the record owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one Owner of each Lot.

(EE) "Person" means a natural person, corporation, limited liability company, partnership, association, trust or other entity capable of holding title or any combination thereof.

(FF) "Plat" means the plat or plats attached to any Deed of Subdivision.

(GG) "Property" means, at any given time, the Submitted Land, together with all improvements and appurtenances thereto now or hereafter existing, and further described on Exhibit A which is attached hereto and incorporated herein by this reference, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. The Property may be expanded to include all or a portion of the property described on Exhibit B.

(HH) "Recreational Facilities" means the improvements, structures and facilities constructed by the Declarant, a Builder or the Association, and owned and/or operated by the Association for the common benefit of the Owners, including without limitation, boat ramps, storm water management facilities, pavilions, boat storage lots, trails, paths, fire protection facilities, common open space, park areas, tennis courts, club house, swimming pool, recreational and meeting facilities, entrance features and signs, as well as any other facilities which the Association owns and/or operates for the benefit of the Owners at large.

(II) "Roads" means the lands dedicated to private street purposes in a Deed of Subdivision and conveyed to and owned by the Association.

(JJ) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(KK) "Submitted Land" means the land designated as such on Exhibit A hereto and all land which is from time to time submitted to the Declaration, (including Lots, Roads and Common Area).

(LL) "Structure" means, but is not limited to, any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, weathervane, fence, pool, pavement, driveway or appurtenances to any of the aforementioned.

(MM) "Supplementary Declaration" means any declaration: (i) submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the land being submitted; or (ii) submitting a portion of the Property to such supplementary covenants in accordance with Article 4 hereof. A Supplementary Declaration may be part of a Deed of Subdivision.

(NN) "Telecommunications Provider" shall mean any person or entity engaged by or in privity of contract with Declarant or the Association to provide Telecommunication Services to the Eagle Pointe Shores Property or any portion thereof pursuant to an easement encumbering the Eagle Pointe Shores Property or any portion thereof.

(OO) "Telecommunications Charges" shall mean any fee or Assessment charged by the Association or a Telecommunications Provider and/or its designee, for providing Telecommunication Services to the Owners, pursuant to this Declaration.

(PP) "Telecommunication Services" shall mean and include, without limitation

but by way of description, telephone, cable television, electronic security services, internet access, and/or any other telecommunication or electronic data service.

(QQ) "Upkeep" shall mean care, inspection, maintenance, preventive maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction of Structures, mowing and resowing the grass and caring for, spraying, trimming, protecting, planting and replanting trees, shrubs and other landscaping on the Common Area and removing all loose material, rubbish, filth and accumulation of debris from the Common Area; and doing any other thing necessary or desirable in the judgment of the Board of Directors to keep the Common Area in neat appearance and in good order.

(RR) "Virginia Property Owners' Association Act" means the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the 1950 Code of Virginia, as amended, supplemented or replaced from time to time.

Section 1.2. Construction of Association Documents.

(A) Severability. Each provision of an Association Document is severable from every other provision, and invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(B) Interpretation. If there is any conflict among the Association Documents, the Declaration and thereafter the applicable Supplementary Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control over general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirement as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

(C) Use of Defined Terms.

(1) Defined terms may be used in the singular or the plural. When used in the singular preceded by "a", "an", or "any", such term shall be taken to indicate one or more members of the relevant class. When used in the plural, such term shall be taken to indicate all members of the relevant class.

(2) All terms in this Declaration shall have the same defined meanings when used in any other Association Documents, unless the context shall require otherwise.

(3) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

(4) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Declaration shall refer to this Declaration as a whole and not to any particular provisions of this Declaration.

(5) Titles of Articles and Sections in this Declaration are for convenience only, do not constitute part of this Declaration, and neither limit nor amplify the provisions of this Declaration, and all references in this Declaration to Articles, Sections, Subsections and paragraphs shall refer to the corresponding Article, Section, Subsection or paragraph of this Declaration, unless specific reference is made to the articles, sections or other subdivisions or divisions of, or to schedules or exhibits to, another document or instrument.

(6) Each definition of a document in this Declaration shall include such document as amended, modified, supplemented or restated from time to time in accordance with the terms of this Declaration. References to this Declaration contained in any of the foregoing documents shall be deemed to include all amendments, modifications, supplements or restatements to or of this Declaration.

(7) Unless otherwise specifically stated, whenever the consent or approval is required to be given by the Board of Directors, the Declarant and/or the Architectural Review Committee, such consent or approval shall be interpreted to mean the reasonable consent or reasonable approval by the Board of Directors, the Declarant and/or the Architectural Review Committee, as the case may be, which consent or approval shall not be unreasonably withheld, conditioned or delayed.

(8) Unless otherwise specifically stated, whenever a document or other matter to be provided to the Board of Directors, Declarant or Architectural Review Committee must be satisfactory or acceptable, such requirement shall be interpreted to mean reasonably satisfactory or reasonably acceptable to Board of Directors, Declarant or Architectural Review Committee.

(9) The word "including" does not denote exclusive, and where exclusion is intended the word "comprising" is used. The word "or" shall be construed to mean "and/or" unless such a construction is clearly inconsistent with the context.

Section 1.3. The Association.

(A) Creation. The Association is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers and authority prescribed by law and set forth in the Association Documents.

(B) Membership. Members of the Association shall at all times be, and be

limited to, the Declarant (during the Development Period) and Persons who constitute Owners of the Lots. Ownership of a Lot shall be the sole qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of the Lot. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association with one vote for each Lot which shall be exercised as determined by the owners among themselves. In no event shall more than one vote be cast for each Lot. Each Person who is an Owner is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with ownership of a Lot.

(C) Classes of Members; Voting Rights. The Association shall have the classes of members with the voting rights set forth in Article 2 of the Articles of Incorporation as follows:

(1) The Class A members shall be the Owners, other than the Declarant during the Declarant Control Period. During the Declarant Control Period, a Class A member shall have one vote for each Lot owned upon the conveyance of the Lot to an Owner other than the Declarant or a Builder. After the Declarant Control Period, a Class A member shall have one vote for each Lot owned.

(2) The Class B member shall be the Declarant. During the Declarant Control Period, the Class B member shall have six votes for each Lot which it owns. If land that was not originally described in Exhibit B to the Declaration is subjected to the Declaration, then the number of votes of the Class B member described above shall be increased by three times the number of Lots located on such land if such land were fully developed under the applicable zoning and submitted to the Declaration.

(3) The Class B membership shall expire at the end of the Declarant Control Period and the Declarant shall become a Class A member, if the Declarant owns any Lots at that time.

(D) Board Authority to Act. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of the Directors on behalf of the Association. Unless specifically and expressly prohibited or restricted in the Association Documents, the Association shall have power and authority to take all lawful actions, including actions:

(1) to create subsidiary corporations in accordance with Virginia law;

(2) to employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(3) to retain as an independent contractor or employee a manager of the Association and such other employees or independent contractors as the Board deems necessary, and to prescribe the duties of employees and scope of services of independent contractors;

(4) to declare the office of a member of the Board of Directors vacant in

the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

ARTICLE 2

COMMON AREA

Section 2.1. Conveyance; Title. The Declarant shall convey Common Area in each subdivided section of the Property to the Association in fee simple, released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each section of the Property shall be conveyed to the Association before the conveyance of any Lot in such section to an Owner other than the Declarant or a Builder. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant.

Section 2.2. Boundary Adjustments. The Board of Directors has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the County, to transfer part of the Common Area to or at the direction of the Declarant, for the purpose of adjusting Lot lines, or for other purposes in connection the orderly subdivision and development of the Property; provided, however, that: (i) the appropriate governmental authorities have approved such Lot line adjustments; and (ii) the boundary line adjustment is approved by all Owners of Lots for which the boundaries are being adjusted.

Section 2.3. Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area. The Board of Directors may also mortgage, dedicate or convey Common Area owned in fee simple by the Association or grant easements over and through the Common Area subject to the restrictions in Section 14.4 hereof.

ARTICLE 3

EASEMENTS

Section 3.1. Utility and Development Easements.

(A) General Utility Easement. A non-exclusive blanket easement is hereby granted over and through the Property for the purpose of: (i) installing, constructing, operating, or providing Upkeep for equipment used to provide to any portion of the Property any utilities, including, without limitation, water, sewer, drainage, gas, electricity, television, cable television, telephone and all other telecommunications services, whether public or private; (ii) ingress and egress to install, construct, operate, maintain, repair and replace such equipment; and (iii) storm water management and storm water drainage. Such easement is hereby granted to such Person providing the aforesaid utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provisions of metering of any utility may be installed or relocated only where permitted by the Declarant, where contemplated on any site plan approved by the

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Declarant or where approved by resolution of the Board of Directors. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation to their original condition (to the extent practicable) as soon as possible. If the Person installing or providing a service requests a specific easement by separate recordable document then the Declarant or the Association shall have the power and authority to grant such easement pursuant to Subsection 3.1(B) below.

(B) Specific Development Easement Areas. The Declarant hereby reserves to itself and to its successors and assigns, and also grants to the Association, the right to grant and reserve easements, rights of way and licenses over and through: (i) the Common Area; and (ii) across any Lot for a period of five years after recordation of the Declaration (except that no easements may be granted which runs or will run under a dwelling except to serve such dwelling) for the purposes set forth in Subsection 3.1(A) hereof or for any other purpose necessary or desirable for the orderly development of the Property.

(C) Easements to Facilitate Development; Sales.

(1) The Declarant hereby reserves to itself and its successors and assigns and also grants to each Builder a nonexclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) easements for the temporary storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete improvements; and (iii) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, entrance gates, etc.) on the Property or reasonably necessary to serve the Property.

(2) The Declarant hereby reserves to itself, its successors and assigns and also grants to each Builder the right to: (i) use any Lots owned or leased by the Declarant or such Builder, any other Lot with written consent of the Owner thereof or any portion of the Common Area as models, management offices, sales offices, a visitor's center, construction offices, customer service offices or sales office parking areas; (ii) place and maintain in any location on the Common Area and each Lot within ten feet of any Lot boundary line abutting a Road street any directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features or to grant easements for the maintenance of any of the foregoing; and (iii) relocate or remove all or any of the above from time to time at the Declarant's or Builder's, as appropriate, sole discretion. The Association shall have a perpetual easement for Upkeep of any permanent signage, landscaping or entrance features installed under number (ii) above.

(3) Any Builder rights hereunder are specifically limited to the portion of the Property being developed by such Builder. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property. Each Builder shall be required, in connection with the

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development of the portion of the Property which is owned by such Builder, to comply with the landscaping scheme for the Property. All landscaping, grading and improvements must be approved in advance by the Declarant.

(D) Release of Bonds. The Declarant hereby reserves to itself and its successors and assigns an easement and a right to grant and reserve easements or to vacate or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or public utility company in connection with the release of bonds.

(E) Easement to Correct Drainage. The Declarant reserves to itself and its successors and assigns, and also grants to the Association, an easement and right on, over and under the ground within each Lot and Common Area to maintain and to alter drainage of surface water in order to maintain reasonable standards of health, safety and appearance, including any necessary right of access. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant or Association, as applicable, shall restore the affected property to its original condition as near as practicable.

(F) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns, and grants to the Association, the right to make any dedications to, and to grant, vacate or terminate any easements, rights of way and licenses over and through all or any portion of the Roads and Common Area owned in fee simple by the Association, as may be required by any governmental authority.

(G) Further Assurances. Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(H) Duration of Development Rights. The rights and easements reserved by or granted to the Declarant pursuant to this section shall continue throughout the Development Period, unless specifically stated otherwise.

Section 3.2. Association Powers and Rights. The Association is hereby also granted the rights, powers and easements reserved to the Declarant by Paragraphs 3.1(A), (B), (C)(2)(ii) and (E). These rights, powers and easements may be exercised by the Association, subject to Section 14.4; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep. The Association, the managing agent and any other Persons authorized by the Board of Directors is hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of

their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and Directors of the Association may also enter any portion of the Property (excluding any dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 12.1 hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 6.2 and 12.1.

Section 3.4. Limitations on Exercise of Rights and Easements.

(A) Other Easements. These easements are subject to all other easements and encumbrances of record (including those created by this Declaration).

(B) Notice. The Declaration or the Association, as appropriate, when exercising the rights and easements granted by this Article 3, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; and (iii) not unreasonably interfere with the affected Owner's use, enjoyment and benefit from such Owner's Lots or the Common Area.

(C) Relocation. If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(D) Damage. Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the Person responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the grantee of the easement.

Section 3.5. Easement for Emergency Access. An easement is hereby granted to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions.

Section 3.6. Easement for Use of Common Area.

(A) Use and Enjoyment. The Declarant, during the Development Period, and each Owner is hereby granted a nonexclusive right and easement of use and enjoyment in common with others of the Common Area. Each Owner and each Person lawfully occupying a Lot is also hereby granted a non-exclusive easement for ingress and egress over the Roads to the extent necessary to provide vehicle and pedestrian access to such Lot and/or the Common Area. The foregoing rights and easements of use and enjoyment and access, ingress and egress shall be

appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

(B) Delegation. Subject to the Rules and Regulations and such other restrictions as may be adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to such Person's household, tenants, guests, employees, agents and invitees and to such other Persons as may be permitted by the Association. Such Persons shall have no separate enforcement rights of easement under this Declaration and shall have no right to further delegate such rights.

(C) Limitations. The rights and easements of enjoyment created by this section shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation, the Associations right (acting through its Board of Directors) to regulate the use of the Common Area and to establish reasonable charges for the use of some Recreational Facilities, such as the club house and swimming pool, to grant easements across Common Area, to dedicate portions of the Common Area owned in fee simple by the Association and to convey or mortgage all or part of the Common Area owned in fee simple by the Association subject to the requirements in Section 14.4.

Section 3.7. Land Submitted by Persons Other than the Declarant. As provided in the Deed of Subdivision of Eagle Pointe Shores, Phase 1, Robert P. Mathewson and Virginia L. Mathewson (the "Mathewsons") shall have the right to submit the Mathewson Property, including Parcel B, (as defined in the Deed of Subdivision of Eagle Pointe Shores, Phase 1) to this Declaration, pursuant to the rights granted to the Mathewsons, and subject to the restrictions, set forth in the Deed of Subdivision of Eagle Pointe Shores, Phase 1. Any Owner other than the Declarant submitting land to this Declaration hereby grants to the Declarant, the Association and to each other Owner all rights, easements and other interests with respect to such land granted or reserved in this Article and shall provide such further assurances as may be requested.

ARTICLE 4

EXPANSION OF THE PROPERTY

Section 4.1. Expansion by Declarant. The Declarant hereby reserves the unilateral right and privilege (but under no circumstances, the obligation), from time to time, during the seven (7) year period commencing with the date of recordation of this Declaration, to expand the Property from time to time by submitting all or any portion of such other Additional Property set forth in Exhibit B, attached hereto and incorporated herein by reference, to the provisions of this Declaration and the jurisdiction of the Association, whether or not such land is owned by the Declarant, without the consent of any Owner (except the owner of the Additional Property being submitted) or any Mortgagee (except the holder of a deed of trust on the Additional Property being submitted) by filing in the Land Records, a Supplementary Declaration annexing such real property; provided, however, that such Additional Property is immediately adjacent or

contiguous to the Property or across a public or private right of way from the Property. Such Supplementary Declaration shall not require the vote of Owners and shall be effective upon the filing for record of the Supplementary Declaration unless otherwise provided therein. Such Supplementary Declaration shall provide an adequate legal description of the land being submitted to the Declaration, any land being conveyed to the Association as Common Area, and any new Lots. Upon recording of the Supplementary Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Eagle Pointe Shores Property.

Section 4.2. Expansion by Association. With the written consent of the fee simple owner of such land (if not the Association), and upon approval from members entitled to cast sixty-seven percent of the total number of votes of each class of member and the written consent of the Declarant during the Development Period, the Association may submit any land located immediately adjacent to the Property or across a public right of way from the Property to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3 hereof.

Section 4.3. Procedure for Expansion. The Declarant or the Association, as appropriate, may, and upon the written request of the Mathewsons to submit the Mathewsons Property (including Parcel B) to the Declaration, and shall, record one or more amendments to the Declaration submitting the land described therein to the Declaration and to the jurisdiction of the Association ("Supplementary Declarations"): Each Supplementary Declaration shall include a legally sufficient description of the land added and shall designate such land with the "Phase" followed by an identifier so as to differentiate between each phase of the Eagle Pointe Shores Subdivision. Any Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the land described therein and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any Lot previously submitted to this Declaration without the consent of the Owner of the Lot subject to the additional provisions. Upon recording a Supplemental Declaration submitting land to the Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Submitted Land.

Section 4.4. Withdrawable Land. During the Development Period, the Declarant has the unilateral right without the consent of the Association, any Owner or Mortgagee, to sign and record an amendment to the Declaration withdrawing any portion of the Submitted Land, if such land is dedicated or is to be dedicated to public use. Any land dedicated for public street purposes is automatically withdrawn from the provisions of the Declaration. The Declarant may also unilaterally withdraw without the approval of the Association, any Owner or any Mortgagee, any land owned by the Declarant or a Builder.

Section 4.5. Expansion by Mathewsons. As provided in the Deed of Subdivision for Eagle Pointe Shores, Phase 1, and subject to the conditions and restrictions set forth therein, the Mathewsons shall have the right, at their sole option, to subject the Mathewson Property or any part thereof to this Declaration. Upon recordation of the appropriate Supplemental Declaration, all parcels of land included in the Mathewson Property and subjected to this Declaration on which a Dwelling Unit exists or may be permitted to be constructed shall be considered Lots,

such Lots shall be subject to Assessments on a par with all other Lots and the provisions of this Declaration shall apply to the land thereby added as if such land were originally part of the Submitted Land.

ARTICLE 5

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 5.1. Special Declarant Rights. Special Declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents, and shall include, without limitation, the following rights: (i) to grant, vacate, terminate or use easements over and through the Property for the purpose of making improvements within the Property as permitted in Article 3; (ii) to maintain models, management offices, construction offices, sales offices, customer service offices or offices for similar purposes and signs advertising the Property as permitted in Article 3; (iii) to exercise the rights and votes of the Class B member of the Association; (iv) to remove and replace any director elected by the Class B member; (v) to make unilateral amendments to the Association Documents as provided in Article 4 and Section 14.1; (vi) to add additional land pursuant to Section 4.1; and (vii) to withdraw Submitted Land pursuant to Section 4.3 and (viii) to exercise any other rights given to the Declarant. The Declarant may each exercise its special declarant rights unilaterally without the approval of the Association or any Owner or Mortgagee.

Section 5.2. Transfer of Special Declarant Rights. The Declarant may transfer special declarant rights created or reserved under the Association Documents to any Person acquiring Lots or Additional Land by an instrument evidencing the transfer recorded in the Land Records. The instrument is not effective unless executed by the transferor and transferee; provided, however, that a Person acquiring all the Lots owned at that time by the Declarant under a mortgage or deed of trust or by foreclosure or deed in lieu of foreclosure may unilaterally sign an instrument to acquire some or all of the special declarant rights with respect to the land acquired. A partial transfer or special declarant rights does not prevent the transferor declarant from continuing to exercise special declarant rights with respect to land retained by such declarant. The instrument providing for a partial transfer of special declarant rights shall allocate voting rights between the transferor and the transferee as such Persons shall agree among themselves. Each Person having declarant rights under the Association Documents has the right to transfer such rights unilaterally with respect to land owned by such Person. If at any time the Declarant ceases to exist and has not made an assignment of the special declarant rights, a successor may be named by an amendment to the Declaration.

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Budget.

(A) Fiscal Year. The fiscal year of the Association shall be as determined in accordance with Section 10.4 of the Bylaws.

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(B) Preparation and Approval of Budget.

(1) At least thirty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and Common Driveways, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including services provided to the Owners, Lots, and Common Area.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and reserves for replacements. At least twenty-one days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining the Assessment against each Lot.

(3) The budget shall also reflect the separate assessment of Limited Common Expenses, including certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefited in accordance with Subsection 6.2(A)(2) and Article 16.

(C) Installment Payments and Due Dates. Any and all such Assessments and other charges (including late charges as determined by the Board of Directors) shall be a lien against each Owner's Lot as provided in Section 12.2. On or before the first day of each calendar quarter fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the Annual Assessment which is due during such period. The Board of Directors shall establish one or more payment periods, due dates and late charges for each such payment in each fiscal year; provided, however, that payments shall not be due less than annually or more frequently than monthly unless specifically provided otherwise herein.

(D) Initial Assessment. The first installment of the Annual Assessment for Common Expenses shall be prorated based upon the number of days remaining after the date of conveyance in the payment period and shall be due on the date the Lot is first subject to assessment pursuant to Section 6.2 hereof. Any additional amounts due shall be divided by the number of full payment periods (if any) remaining in that fiscal year and paid in equal installments on the first day of each payment period remaining in that fiscal year. Neither Annual Assessments nor Special Assessments may be used for construction of capital improvements during the Development Period.

(E) Effect of Failure to Prepare or Adopt a Budget. For the first fiscal year of the Association following the first conveyance of any Lot to an Owner other than the Declarant

or a Builder, and for all fiscal years thereafter, the Board of Directors shall establish the Annual Assessment against each Lot or Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expense as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay Assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 6.2. Assessment.

(A) Purpose and Rate of Assessment.

(1) Subject to the provisions of paragraphs (2) and (3) of this Subsection and Section 6.3 hereof, and after determining the total amount of the estimated funds required; (i) for the management and Upkeep of the Property; (ii) for services to the Lots and Owners; (iii) to maintain adequate reserves; or (iv) to meet obligations of the Association established pursuant to this Declaration or other shared maintenance agreements, subdivision documents or easements, the Board of Directors shall establish an Annual Assessment rate for each Lot for Common Expenses, excluding Limited Common Element Expenses, against each Lot in the same amount against all Lots subject to assessment.

(2) Limited Common Expense Assessment. Limited Common Expenses shall be assessed only against the Lots benefited in proportion to their relative Common Expense liability interests or based on usage, as appropriate, but shall not include the expense attributable to Common Driveways. Limited Common Expenses shall be determined as follows:

(i) Any expenses designated in a Supplementary Declaration as Limited Common Expenses shall be paid by the Owners of the Lots subject thereto.

(ii) Any service or utilities to Lots which vary based on usage shall be assessed against the Lots served based on usage.

(iii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by members entitled to cast a majority of the total number of votes with respect to such Lots, shall be assessed against such Lots as such Owners may agree or on the basis set forth in Subsection 6.2(A)(1) hereof.

(3) Limitation on Increases.

(i) Maximum Assessments. For the first fiscal year following recordation of this Declaration, the maximum Annual Assessment against Lots for Common Expenses, excluding Limited Common Expenses, shall be Nine Hundred Dollars (\$900.00).

(ii) Automatic Increases in Maximum Assessment.

(a) Each fiscal year thereafter, the maximum Annual Assessment set forth above or in a Supplementary Declaration shall increase the greater of:

1. ten percent; or
2. the increase in the U. S. Department of Labor Consumer Price Index – All Urban Consumers (1982-84=100) during the last twelve month period for which figures are available at the date when the Board adopts the budget; and the proportionate amount by which any real estate taxes, casualty and other insurance premiums and landfill fees or trash service fees payable by the Association have increased over amounts payable to the previous fiscal year. Wherever in the Association Documents the U. S. Department of Labor Consumer Price Index – All Urban Consumers (1982-84=100) is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increase in expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors shall be used.

(b) The Board of Directors may determine to set Annual Assessments at an amount less than the applicable maximum Annual Assessment for any fiscal year, if, after consideration of current expenses and future needs of the Association, it deems it advisable. The actual Assessment set by the Board of Directors shall not affect calculation of automatic increases in the maximum Annual Assessments.

(iii) Increases Approved by Member Vote. The Board of Directors may not levy an Annual Assessment or an Additional Assessment which in the aggregate will exceed the maximum Annual Assessment for such fiscal year unless an increase in the maximum Annual Assessment or the Additional Assessment is approved by either: (i) the members obligated to pay such Assessment by at least sixty-seven percent (67%) vote of each class of such members at a meeting where a sixty percent (60%) quorum is present and called for the purpose of approving such increase in the maximum Annual Assessment (if such quorum is not obtained at the meeting required by this subsection, a second meeting of the Association may be held within sixty days of the first meeting at which only a thirty percent (30%) quorum is required); or (ii) with the written approval of members entitled to cast more than sixty-seven percent (67%) of the total number of votes of each class of such members.

(B) Additional Assessment. The Board of Directors may levy Additional Assessments on the Lots subject to assessment pursuant to Subsection 6.2(A)(1) hereof; provided, however, that such Additional Assessment when added to the Annual Assessment shall not exceed the applicable maximum Annual Assessment unless approved by the members in accordance with Subsection 6.2(A)(3)(iii). The Board of Directors shall give notice of any Additional Assessment to the Owners specifying the amount and reasons therefor, and such Additional Assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or as the Board may otherwise determine. Such Assessment shall be a lien as set forth in Section 12.2

hereof.

(C) Individual Assessments. The Board of Directors shall have the power to assess an Owner's Lot individually; (i) for the amount of any costs incurred by the Association in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Subsection 12.1(H); and (iii) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Section 12.1. Each such Assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date. Individual Assessments are not included in or subject to the applicable maximum Annual Assessment.

(D) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, contingencies and replacements. Such funds shall be a Common Expense of the Association. Reserves for items serving only certain Lots (if any) shall be accounted for and funded solely by the Owners of the Lots served (as Limited Common Expenses).

(E) Surplus and Deficit.

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors: (i) be placed in reserve accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Owners; or (iii) be credited to the next periodic installment due.

(2) Unless the budgets for the next two succeeding fiscal years are adjusted to amortize the deficit during such fiscal year, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an Additional Assessment in accordance with Section 6.2(B); provided, however, that if Lots owned by the Declarant are exempt from assessment in accordance with Section 6.3, then during the Declarant Control Period the Declarant shall make up any net shortage (expenses and reserves) in the Association's operating budgeted income over the Association's ordinary operating expenses as provided in Section 6.3, but the Declarant is not obligated to pay any expenses that the Association is unable to meet because of non-payment of any Owner's Assessment or unusual or extraordinary expenses.

(F) Lots Added During the Fiscal Year. Notwithstanding any other provisions of this Article, whenever any Lot is added, the Assessment against each Lot being added (other than Lots which are owned by the Declarant or a Builder and exempt from Assessment in accordance with Section 6.3) shall be calculated in the same manner and be due in the same number of installments as the Assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to assessments and the due date of the next installment. Such prorating of the Assessment due for any Lot added shall be based upon the total Assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owner of any Lot added.

Section 6.3. Lots Owned by Declarant and Builders: Exemptions. The Common Area and any areas dedicated to a public authority or exempt from taxation by a public authority shall be exempt from assessment and the lien created hereby. Lots owned by the Declarant or a Builder shall be exempt from assessment for Common Expenses under Section 6.1(A) for so long as the Declarant or Builder own such Lots; provided that, during the Declarant Control Period, the Declarant and any Builder must fund all operating budget deficits, including reasonable reserves as determined by the Board of Directors. The obligation of the Declarant and any Builder under this Section does not include any expenses that the Association is unable to meet because of nonpayment of any Owner's Assessment or because of unusual or extraordinary expenses. The obligations of the Declarant and Builder under this Section shall be a lien against the portion of the Property owned by the Declarant or such Builder, as appropriate. After such Lots are conveyed to an Owner other than the Declarant or a Builder, such Lots shall be assessed at the same rate for Lots not owned by the Declarant or Builder. Lots owned by the Declarant or a Builder shall become subject to assessment upon conveyance thereof to an Owner.

Section 6.4. Liability for Common Expenses.

(A) Declarant and Owner Liability. The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Assessments and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all Assessments against such Owner's Lot at the time the Assessment full due. No Owner may be exempted from liability for Assessment by reason of a waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot or if the Common Area is not usable. No Owner shall be liable for the payment of any part of the Common Expense assessed against the Lot subsequent to the date of recordation of a conveyance by such Owner in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and Assessments shall be paid in full and discharged and, unless so discharged, shall remain a charge on the land and a continuing lien against the Lot. The purchasing Owner of a Lot shall be jointly and severally liable with the selling Owner for the unpaid charges and Assessments, without prejudice to the purchasing Owner's right to recover from the selling Owner amounts paid by the purchasing Owner therefore; provided, however, that any purchasing Owner of such Lot may rely on a Statement of Common Expense obtained pursuant to Section 6.6.

(B) Mortgagee Liability. Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the time such comes into possession thereof, except as provided below and for claims for a *pro rata* share of such Assessments or charges resulting from a *pro rata* reallocation of such Assessments or charges to all Lots including the mortgaged Lot assessed after the holder of a Mortgage or purchaser takes title. The lien created by Section 12.2 hereof shall cease to exist with respect to Assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu of foreclosure; provided, however, that if the proceeds of a foreclosure exceed the total amount due to the holder

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of the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Section 6.5. Collection of Annual Assessments. Any Assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and may accrue a late charge in such amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board of Directors, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty days after the due date for payment therefore.

Section 6.6. Statement for Common Expenses. The Board of Directors or managing agent shall provide any Owner, contract purchaser or Mortgagee, within fourteen days after a written request therefore, with a written statement of all unpaid Assessments due or violations with respect to a specific Lot (or a statement that the amount of unpaid Assessments is zero and there are no violations) as part of the "Association Disclosure Packet" or as a separate statement. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be jointly or individually liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid Assessments due prior to the date of such statement in excess of the amount set forth on such statement, nor shall such Person be liable for the cost of correction of any violation not noted on the statement for common expenses; provided, however, that this section shall not be interpreted to release any Person from personal liability for such Assessments levied or violations noticed while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 6.7. Exceptions. As provided in the Deed of Subdivision for Eagle Pointe Shores, Phase 1, Brenda R. Witt, Owner of Lot 52, and Chester D. Witt, Owner of Lot 53, shall be exempt from the obligation to pay Assessments. This exemption shall terminate upon conveyance or change of ownership of Lot 52, by Brenda R. Witt, or of Lot 53, by Chester D. Witt, whereupon each and every subsequent Owner of Lot 52 or Lot 53 shall be required to pay Assessments and other obligations on a par with all other Owners.

ARTICLE 7

OPERATION OF THE PROPERTY

Section 7.1. Upkeep by Association.

(A) General. The Association shall be responsible for the management and Upkeep of all of the Common Area. The cost of the management and Upkeep of the Common Area shall be charged to the Owners as a Common Expense or Limited Common Expense, as appropriate. The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents, the subdivision documents or separate easement agreements. Notwithstanding the general provisions for maintenance of the Common Area set forth in this Section, other specific maintenance responsibilities and allocations of maintenance costs shall be determined by any

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provisions therefor and indicated in a Supplementary Declaration or as part of a deed of subdivision for a portion of the Property. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or misconduct of an Owner or for which an Owner is responsible, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Subsections 6.2(C) and 12.1(H). The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.

(B) Storm Water Management. The Board of Directors shall provide Upkeep of the storm management and drainage facilities as a Common Expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of the Lot Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage areas. Such Owner's responsibility shall include notification of the Association of (i) any defects in the structure or design of the drainage area; (ii) any debris or other matter which is beyond the Owner's ability to remove; and (iii) any excessive erosion within or near the area of the easement. The Declarant and the Association shall have easements to enter upon any Lot to the extent necessary for Upkeep of such facilities.

(C) Roads and Entrance Features. The Board of Directors shall also provide for Upkeep of the Roads, center islands and road frontage of all Roads, such Upkeep to include entrance features, sidewalks, paths, trails, project signage, landscaping, associated lighting systems and similar community features.

Section 7.2. Upkeep of Lots. Each Owner shall keep such Owner's Lot and all improvements located on the Lot or associated with the Lot in good order, condition and repair and in a clean and sanitary condition, including all necessary grounds maintenance. Each Owner shall keep all improvements on the Lot or associated with the Lot in compliance with all governmental regulations and the applicable Leesville Lake Shoreline Management Plan. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to maintain such Owner's Lot and the improvement thereon and appurtenant thereto as required by this Section and consistent with the Rules and Regulation as the Board of Directors may promulgate, then the Board of Directors, or managing agent on behalf of the Board of Directors, may give notice to that Owner of the noncompliant condition, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, such Owner shall have the right, pursuant to Article 3 and Subsection 12.1(F) hereof and any resolutions adopted by the Board of Directors to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying the condition shall be assessed against such Owner's Lot in accordance with Subsection 6.2(C) and Section 12.1. The Owner shall reimburse the Association within thirty days after receipt of a statement for such expenses from the Board.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality,

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but may be made with contemporary materials. The method of approving payment voucher for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by Association. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of twenty percent in the aggregate of the total Annual Assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the make of such additions, alterations or improvements requires a Majority Vote of the members, and the Board of Directors shall assess all Owners for the cost thereof as a Common Expense. Any capital additions, alterations or improvements or replacements costing in the aggregate twenty percent or less of the total Annual Assessment for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the members and the cost thereof shall constitute a Common Expense or a Limited Common Expense depending on the nature of the improvements. Any Assessment resulting from expenditures authorized under this Section must also comply with Subsection 6.2(A)(3) which imposes limitations on increases in Assessments above a specified maximum. If member approval is required to increase the applicable maximum Annual Assessment, such approval shall be obtained simultaneously with the vote required by this Section. All additions, alterations or improvements made pursuant to this Section shall comply with all of the applicable Design Guidelines.

Section 7.5. Additions, Alterations or Improvements by Owners.

(A) Approval.

(1) No Person shall make any improvement, addition, alteration, or change of grade in or to any portion of the Property (other than for normal Upkeep and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Architectural Review Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations, or construct or alter the exterior of any improvement, including the doors and windows, without the prior written consent of the Architectural Review Committee. Approval by the Architectural Review Committee shall not relieve an Owner from any obligation to obtain required governmental permits. The Owner shall deliver all approvals and permits required by law to the Architectural Review Committee, if requested. If any application to any governmental authority for a permit to make any such improvement, addition or alteration to any Lot requires signature by the Association, and provided consent has been given by the Architectural Review Committee, then the application shall be signed on behalf of the Association by an Officer, without incurring any liability on the part of the Officer, Architectural Review Committee, Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such improvement, addition or alteration, or to any Person having a claim for personal injury or property damage arising therefrom. Any improvement, addition or alteration upon any Lot in violation of the Association Documents shall be removed or altered to conform to the Association Documents (including the Design Guidelines) within thirty days after notice of the violation.

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(2) The provisions of this Section shall not apply to Lots owned by the Declarant or to improvements on any Lot if such improvements have been approved by the Declarant. The Declarant or a Builder, if approved by the Declarant, shall have the right to construct improvements or make alterations without the consent of the Architectural Review Committee and an authorized Officer shall sign any such application required.

(B) Limitations.

(1) Any Person obtaining approval of the Architectural Review Committee shall substantially complete any construction or alteration in accordance with approved plans and specifications within the time period as specified in the approval. If any such Person does not complete the work approved within the time period specified, then approval shall lapse.

(2) Any Person obtaining approval of the Architectural Review Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the ARC. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if similar plans and specifications are subsequently submitted for use in any other instance by any other Person.

Section 7.6. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, except with the approval of the Declarant during the Development Period or the Board of Directors, thereafter. This provision shall not require the approval of the Declarant or the Board of Directors to deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments. No portion of any such Lot, nor any easement or other interest therein, except easements for utilities, storm water drainage and management, shall be conveyed or transferred by an Owner, except with the approval of the Declarant, during the Development Period.

Section 7.7. Consolidation of Lots. If a Person owns two or more adjacent Lots, then, with the consent of the Board of Director, which shall not be unreasonably withheld, conditioned or delayed, such Person may record in the Land Records a deed of consolidation or a reconfiguration plat combining and consolidation two or more adjacent Lots into one Lot. For the fiscal year in which any such consolidation is recorded in the Land Records, the Owner shall continue to pay the Assessment for each Lot consolidated. Beginning with the fiscal year following any such consolidation, the consolidated Lots shall be assessed as one Lot, and the books of the Association shall be adjusted to reflect the adjusted number of Lots.

Section 7.8. Discretionary Powers of Association Relating to the Property. The Board of Directors, on behalf of the Association, shall have all powers for the conduct of the affairs of the Association which are enabled by law and not specifically reserved to Owners or the Declarant, including but not limited to the following powers and duties, which may be exercised in its discretion:

(1) to provide such light as the Association may deem advisable on the Common Area;

(2) to build and operate additional Recreational Facilities upon the Common Area;

(3) to use the Common Area, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(4) to exercise all rights, responsibilities and control over any easements which the Association may from time to time acquire;

(5) to create, grant and convey easements and licenses upon, across, over and under all Common Area, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving the Property;

(6) to install and maintain Telecommunications Facilities within the Common Area, and to enter into agreements with Telecommunications Provider(s) and to impose Telecommunication Charges as part of its Annual Services Assessments. If installed, the Association shall have the right, to the extent permitted by law, to require connection to such facilities by each Member, and to impose and collect assessments for such facilities.

ARTICLE 8

USE OF LOTS AND COMMON AREA: RESTRICTIONS

Section 8.1. Permitted Uses. Each Lot and the Common Area shall be used as follows:

The Lots shall be used and occupied for residential and recreational purposes. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling Unit and appurtenant Structures, approved by the Architectural Review Committee and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit. No Lot shall be used for commercial purposes, except as otherwise provided in the Association Documents. Notwithstanding the foregoing, nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center). Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this Subsection to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

Section 8.2. Restrictions on Use.

(A) Structure. No building or Structure shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit and appurtenant structures, approved by the Architectural Review Committee and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit.

(B) No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Property.

(C) Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be met and observed, by and at the sole expense of the Owner, the Declarant or the Association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense, as appropriate.

(D) Harmful Discharge. There shall be no emissions of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal Common Area fire pit, residential chimney or outdoor grill emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground (other than properly designed, permitted, installed, operated and maintained septic systems) or any body of water, in such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

(E) Obstructions. No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has a right to be. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors, except that the Owners of Waterfront Lots (as defined in the Deed of Subdivision) may construct properly permitted facilities within the Waterfront Easement (as defined in the Deed of Subdivision) as permitted by the applicable Leesville Lake Shoreline Management Plan. Except for facilities constructed by Waterfront Lot Owners within the Waterfront Easement as aforesaid, nothing shall be altered or constructed in or removed from the Common Area without the prior written approval of the Board of Directors.

(F) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are

incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors, and then only in strict compliance with the terms of any such approval. No Person shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

(G) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written authority of the Board of Directors.

(H) Fences. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the ARC as to location, height, material, color and design. Approval is not required for the replacement of an existing fence, provided that the replacement fence is in the same color, style and location as the original fence being replaced. Fences are prohibited in front yards, and no fence shall extend beyond the front plane of any dwelling unit (not including the garage). Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. No chain link fence shall be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or storm water management ponds or for other construction or safety purposes.

(I) Signs. Except for such signs as may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area or any other Lot that does not comply with the Design Guidelines without the prior written approval of the Architectural Review Committee.

(J) Temporary Structure. No structure of a temporary character, and no trailer, mobile home, tent, shack, barn, pen, kennel, run, stable, shed or other temporary accessory building shall be erected, used or maintained on any Lot except in connection with construction activities or as approved in writing by the Board of Directors.

(K) Modification. No modification or alteration of any Lot, Structure, or any portion thereof, shall be made, installed, constructed, erected, placed, altered and/or externally improved on any Lot or Structure until an Application has been properly filed with, and approved by, the ARC, and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit.

(1) Approval of the ARC is not required for repainting or re-staining a Structure or an element of a Structure to match its original color. However, prior written approval by the ARC is required for color changes to any Structure or portion thereof. Only colors which are either the original Structure color or noted on the list of original builder-approved colors maintained by the ARC are permitted.

(2) Approval of the ARC is not required for the replacement of gutters and down spouts of a Structure, provided that the replacements are of the same Architectural Character as the original Structure element(s). Any and all alterations or changes of the Architectural Character of any such original elements require prior written approval by the ARC.

(3) Conversions of garages into dens, living rooms, guest house or anything which results in additional living space without the prior written approval of the ARC are prohibited.

(D) Utility Lines. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be permitted. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground. Utility equipment normally installed above ground may be installed above ground.

(E) Maintenance. Each Owner shall, at all times, maintain each Lot owned by such Owner and all Structures appurtenant thereto in good repair and in a state of neat appearance and in accordance with the following minimum standards:

(1) The exteriors of all Structures shall be kept in good maintenance and repair. No Structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of a Structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly allowed by the Board of Directors in writing.

(2) All grassy areas of a lawn shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

(3) No fence, wall, tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic or lake views from other lots.

(4) Except as required for proper sight lines, no healthy and live tree of a diameter of more than six inches (6") measured two feet (3') above ground level shall be removed without the approval of the ARC. No vegetation on slopes of greater than twenty percent (20%) gradient or "no cut" areas on approved site plans may be cut without the prior approval of the ARC unless necessary to construct improvements based on plans previously approved by the ARC. The Board of Directors shall have authority to revise and or set rules for cutting of vegetation and trees.

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(5) Vegetable gardens must be located in a fully-fenced yard and located between the rear line of the Dwelling Unit and the rear property line of the Lot and shall not exceed Two Hundred Fifty (250) square feet in size.

(6) Decorative objects in excess of twelve inches (12") are prohibited from the front yard area of all Lots.

(7) Prior written approval by the ARC must be obtained prior to installation for landscaping feature that include:

(i) Any plantings intended to form a hedge or natural fence on or near a property line of a Lot and which will attain a height in excess of twenty-four inches (24");

(ii) Railroad ties, garden timbers, stone or similar structures;
and

(iii) Any improvement which is inconsistent with the existing Architectural Character of its dwelling unit or appurtenant structure, any adjacent Dwelling Units and the surrounding area, including, but not limited to, substantial or total removal and replacement of turf with another material such as mulch or gravel.

(F) Nuisance. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon which is or may become an annoyance or nuisance to the neighborhood. Each Lot Owner shall observe the following minimum standards:

(1) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, birds and reptiles of any kind, regardless of number, is prohibited on each Lot, on the Common Area, and within each Dwelling Unit, except that the keeping of guide animals and a reasonable number of orderly domestic pets (e.g., dogs, cats, or caged birds) is permitted, subject to any rules and regulations adopted by the Board of Directors; provided, however, that (i) such pets are not kept or maintained for commercial purposes or for breeding; (ii) such pets are registered, licensed, inoculated, confined and leashed as required by applicable law; (iii) such pets are not a source of danger, annoyance or nuisance to any Lot Owner; and (iv) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors. No horses may be kept or boarded on any of the Lots or Common Area. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner responsible for the pet being on the Property. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The appropriate governmental authorities shall have an easement across the Property to enforce local animal control laws and ordinance.

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(2) Lighting. No exterior lighting on a Lot or its Structures shall be directed outside the boundaries of the Lot. Exterior lighting which is original to a Lot and/or Structure may not be altered without the prior written approval of the ARC. All proposed replacement or additional fixtures must be compatible with the Architectural Character of the existing Lot and/or Structure. Exterior lighting which results in an adverse visual impact to adjacent Lots, whether by location, wattage or other features, is prohibited. Approval of the ARB is not required for the installation of festive or holiday lighting and decorations; however, all such displays are deemed temporary in nature and, therefore, are only permitted for a maximum of eight (8) weeks, after which time they shall be removed. Displays which create traffic or parking nuisances due to excessive attention from viewers are prohibited.

(3) Laundry. No clothing, laundry or wash shall be aired or dried exteriorly, and no clothes lines or similar apparatus for the exterior drying of clothes shall be permitted, on any portion of the Property.

(4) Trash. Trash shall be collected and stored in trash receptacles with fixed lids only, and not solely in plastic bags. Trash and garbage receptacles shall not be permitted to remain in public view, including from the Roads, Recreation Areas and neighboring Lots, except on days of trash collection if the Board of Directors has contracted with a trash collection service, and except those receptacles designed for trash accumulation located in the Common Area. Uncollected trash or trash not stored in proper receptacles must be removed from the curb by the end of the day. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the exterior of any Dwelling Unit.

(5) Vehicles. Except in connection with construction activities, no commercial or industrial vehicle, including moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, hearses and buses, shall be regularly or habitually parked or parked overnight on the Property, except upon the prior written approval of the ARC. No trailer, camper, recreational vehicle, boats, personal watercraft or other large vehicles, including grounds maintenance equipment, ATV's, lawn mowers, lawn tractors, dune buggies, motorcycles or trail bikes may be parked or used on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot, unless expressly permitted by the ARC and only in such parking areas or for such time periods (if any) as may be determined by the ARC for such purposes. Parking of all such vehicles and related equipment, other than on a temporary (seven days or less) and non-recurring basis, shall be in garages or in areas designated by the ARC, if any. No inoperable, junk, derelict, unregistered, unlicensed or uninspected vehicle shall be kept on the Property, except in an enclosed garage. No portion of the Property shall be used for the repair of a vehicle, provided, however, that noncommercial repair of vehicles is permitted within enclosed garages. No motor vehicles shall be driven on trails or unpaved portions of the Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated Roads constructed or under construction on the Common Area. The Board of Directors shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon twenty-four (24) hours' notice and

at the vehicle owner's sole expense.

(6) Noise. No Person shall cause any unreasonably loud noise anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(7) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, tenants, licensees or timesharing participants.

(8) Professional Offices. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain an office or home business in the Dwelling Unit constructed on such Owner's Lot if: (i) such office or business generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business; (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure; and (iii) such Owner has obtained approvals for such use as may be required by the appropriate local governmental agency. As a condition of such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

(9) Construction Activities. This Section shall not be construed to forbid any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out: (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any Person under other provisions of this Declaration; (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

Section 8.3. Rules and Regulations. The Board of Directors shall have the power and authority to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof and the actions of the Owners and occupants which affect the Property, which may supplement, but may not be inconsistent with the provisions of the Association Documents. For the purpose of interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Lot, within the Roads, or otherwise to the extent an Owner or occupant's actions affect the appearance and use of the Property. Rules and Regulations governing the actions of Owners or occupants on land adjacent to a Lot shall be consistent with and reasonably necessary to the maintenance of a uniform quality of appearance for the Property. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules

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and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area. Also, the Board of Directors, for good cause shown, may issue temporary exceptions to any prohibitions expressed or implied by the Declaration. The Board of Directors shall have authority to establish a reasonable admission fee and other fees for the use of the clubhouse and the swimming pool, and to reasonably limit the number of guests of an Owner using the Common Area.

Section 8.4. Exclusion for Declarant and Designees of Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder during the Development Period. This exception for Builders shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Property.

Section 8.5. Leasing and Resale of Lots.

(A) Leasing. No Lot or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than thirty (30) days. No portion of any Lot (other than the entire Lot together with all Structures thereon, if any) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the tenant to comply with the Association Documents; and (ii) providing that failure to comply constitutes a default under the lease. The Board of Directors may suggest or require a standard form language for use by Owners. The Board of Directors may require each Owner to forward a conformed copy of any such lease to the Board of Directors. The foregoing provisions of this Subsection, except the restriction against use or occupancy for hotel or transient or revolving use purposes, shall not apply to Lots owned by the Declarant, or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(B) Resale.

(1) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference provisions of this Declaration, as well as any applicable Supplementary Declaration. Notwithstanding failure to include a reference to this Declaration in a deed or instrument transferring title to a Lot, the covenants, conditions, restrictions, easements, charges, obligations, and liens, as well as the rights and privileges, set forth herein shall run with the land, and shall encumber the Lot as though reference thereof was set forth in such deed or instrument.

(2) Notification. The contract seller of the Lot shall notify the Board of Directors of the contract purchaser and the scheduled date and place conveyance will be accomplished.

(3) Association Disclosure Packet. The Board of Directors shall, upon written request from a contract seller of a Lot, and upon payment of the applicable fee, furnish an

Association Disclosure Packet as required by applicable Virginia law and a Statement of Common Expense in accordance with Section 6.6 hereof.

Section 8.6. Exceptions. Notwithstanding any other provision of this Declaration, the improvements on any Lot existing at the time of recordation of the Deed of Subdivision creating such Lot shall not be required to meet the Design Guidelines. All proposed replacements, alterations and modifications shall be required to meet all of the Design Guidelines.

ARTICLE 9

ARCHITECTURAL REVIEW; DESIGN GUIDELINES

Section 9.1. Architectural Review Committee.

(A) Purpose. The Board of Directors may establish an Architectural Review Committee, consisting of at least three Persons appointed by the Board of Directors, each to serve for a term of from one to three years as may be determined by the Board of Directors, in order to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or tenants') households, guests, employees, agents and invitees. If the Board of Directors fails to appoint an Architectural Review Committee, then the Board of Directors shall perform the duties of the Architectural Review Committee and all referenced in the Association Documents to "Architectural Review Committee" and/or "ARC" shall be interpreted as references to the Board of Directors.

(B) Powers.

(1) The Architectural Review Committee shall regulate the external design, signage, appearance, use and maintenance of the Property; provided, however, that the ARC shall not have the power or authority to regulate the activities of the Declarant on the Common Area or any Lot owned by the Declarant or construction on any Lot which has been approved by the Declarant or activities of the Board of Directors on the Common Area.

(2) The Architectural Review Committee may from time to time establish requirements regarding the form and content of plans and specification to be submitted for approval, the "Design Guidelines." The initial Design Guidelines are set forth in Section 9.3. The Architectural Review Committee shall have the power and authority to impose reasonable application fees as well as the cost of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. The initial ARC review fee is established at \$250.00. Such fees shall be assessed against the Lot owned by the Owner making the application.

(3) Subject to the review of the Board of Directors, the ARC shall from time to time provide interpretations of Association Documents and Design Guidelines pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner or the

Board of Directors. The ARC may publish and record such interpretations in order to establish precedents for application of the Association Documents or the Design Guidelines or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(4) The Architectural Review Committee may propose changes in the Design Guidelines for approval by the Board of Directors from time to time. Changes to the Design Guidelines approved and adopted by the Board of Directors are hereby incorporated by this reference and shall be enforceable as if set forth herein in full.

(5) A Majority Vote of the Architectural Review Committee shall be required in order to take any action. The Architectural Review Committee shall keep written records of all its actions. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board of Directors by any party who appeared at a hearing with respect to such action, ruling or decision or who submitted a writing in protest or support prior to the action, decision or ruling and the Board of Directors may modify or reverse any such action, decision or ruling.

(C) Authority. The Architectural Review Committee shall have additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the ARC of any of its duties, powers and authority either generally or on a case-by-case basis. The ARC shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(H) and (I) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors. The ARC and the Board of Directors shall have no authority to regulate construction by the Declarant or approved by the Declarant.

(D) Time for Response; Variances. Notwithstanding the foregoing, the Architectural Review Committee shall act on all matters properly before it within forty-five days after submission of a complete application in the form prescribed by the ARC; failure to do so within the stipulated time shall constitute approval by the ARC of the proposed structure, addition, alteration or improvement if in conformance with the Design Guidelines. Notwithstanding the foregoing, neither the Board of Directors nor the ARC has the right or power, either by action or failure to act, to waive enforcement or grant variances from the written Design Guidelines without a specific finding stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, such development conforming to such variance or exception shall be deemed to comply.

Section 9.2. Compensation of Architectural Review Committee. Members of the Architectural Review Committee may not be compensated by the Association for their service on the ARC.

Section 9.3. Design Guidelines. The Design Guidelines, as may be amended from time to time as provided herein, shall be as follows:

(A) Structures. No Structure or addition to a Structure shall be erected, placed, altered or externally improved on any Lot until an application has been properly filed with, and approved by, the ARC, and proper permits, including construction permits, have been granted by appropriate governmental authorities

(B) Porches. Screened porches are Structures and require prior written approval by the ARC prior to construction. All screened porches must be compatible with the Architectural Character of its Dwelling Unit and shall not exceed one story in height. T-1-11 plywood is prohibited as an exterior finishing material. All construction materials must be of pressure treated lumber or materials similar in grade and quality to those of the Dwelling Unit. Porch roofs must have gutters and downspouts, must match, and be constructed of the same material as the Dwelling Unit's roof, and must be pitched in hip or gable style. However, if the roof of a porch located on the rear side of a Dwelling Unit must be constructed in a shed roof style due to window locations, then said shed style roof shall be of no less than three feet (3') in twelve feet (12') in slope. Flat roofs are prohibited. Roofs with standing seam metal roofing, cedar shake shingles or architectural grade shingles are approved.

(C) Greenhouses. Greenhouses, free-standing and/or attached to Dwelling Units, are Structures and require prior written approval by the ARC prior to construction. All such greenhouses must be located in the rear yard and on the rear side of its Dwelling Unit. All greenhouses must be compatible with the Architectural Character of its Dwelling Unit and appurtenant Structures, as well as adjacent Lots and Dwelling Units, and shall not create a negative, visual impact on any such adjacent Lot or Dwelling Unit.

(D) Decks. All decks must be approved in writing by the ARC prior to construction. Decks are prohibited from the front and side yards of all Lots and are only permitted in the rear yard of all Lots. The profile of any deck, including steps or stairs, shall not extend beyond the side plane of its Dwelling Unit. All decks, particularly elevated decks, must be compatible with the Architectural Character of its Dwelling Unit, other adjacent Dwelling Units, and its environmental surroundings. Decks shall be constructed of wood and shall be sealed, stained, or painted to match the trim of its Dwelling Unit. Permitted styles and detailing of deck railings can be obtained from the ARC. Privacy screens for decks shall be constructed of wood and must be compatible with the Architectural Character of its Dwelling Unit. Privacy screens shall not exceed six feet (6') in height from the deck floor. Lattice screening materials are prohibited. At the discretion of the ARC, decorative screening of or landscaping around the area underneath elevated decks may required to minimize any possible negative visual impact to surrounding Lots, Structures or public view. Owners shall be responsible for obtaining all necessary permits and governmental approval for any deck prior to construction.

(E) Driveways. All driveways, including Common Driveways, must be finished with a material other than dirt. A finished driveway serving the Lot must be completed no later than twelve months after construction of a Dwelling Unit on the Lot is started. At least the first fifty feet of the driveway from the Road shall be finished in concrete, asphalt, pavers or other material approved in writing by the Architectural Review Committee. Each driveway must comply with all requirements of the Virginia Department of Transportation (VDOT) for driveways abutting a road maintained by VDOT.

(F) Chimneys. Chimneys shall be of masonry construction or encased in the same finish material as the exterior of it Dwelling Unit. Metal chimneys, metal flues and/or wood stoves are not permitted on the exterior of any Dwelling Unit.

(G) Skylights. Skylights are permitted with the written approval of the ARC prior to installation. Skylights are only permitted on the rear slope of the roof of a Dwelling Unit and must not be visible to public view from the front of a Dwelling Unit.

(H) Attic Ventilators. Attic ventilators are permitted; however, they must be mounted on the slope of a Dwelling Unit's roof which is least visible to public view so as to minimize their visibility. All attic ventilators added after initial construction of a Dwelling Unit by Declarant or a Builder is completed must be approved in writing by the ARC prior to installation.

(I) Awnings. Awnings are permitted with the written approval of the ARC prior to installation; however, awnings are only permitted on the rear exterior of a Dwelling Unit. Awnings must be of plain design, without decorative features or fringes. Their color must be compatible with the exterior color of the Dwelling Unit so as to present a uniform and monochromatic appearance. Their size must be consistent with the Architectural Character of their Dwelling Unit. All awnings must be retractable.

(J) HVAC. Air-conditioning or heat pump units installed in windows or extending through exterior walls are prohibited.

(K) Storm and Screen Doors. Storm and/or screen doors must be of the "full view" design, without grilles, mullions or divided glass arrangements, and must be painted the same color as the entry door trim.

(L) Security Bars. Exterior security-bars or grates on windows are prohibited, except upon written approval by the ARC prior to installation.

(M) Window Treatments. Window treatments or coverings including, but not limited to, aluminum foil, brown craft paper or bedding draped on windows, is prohibited.

(N) Pools. All pools must be in-ground and must be approved in writing by the ARC prior to construction. All pools must be located within a fully-fenced yard. All equipment and structures related to the pool, including but not limited to, water filtration systems, must be within the fully-fenced yard. Any alteration of established drainage patterns which may be caused by the construction of any pool must be considered and remedied prior to approval. Applications for the construction of pools must include plans for addressing any such drainage pattern alteration.

(O) Hot Tubs. Exterior hot tubs and/or spas must be approved in writing by the ARC prior to installation and spas must be located in the rear yard of a Lot and adjacent to its Dwelling Unit. Hot tubs and/or spas must, if elevated, blend with the exterior finish of the Dwelling Unit, deck or patio to which it is attached or whatever Structure is closest in proximity thereto. The incorporation of hot tubs and spas as architectural elements of decks or patios is

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encouraged.

(P) Patios. All patios must be approved in writing by the ARC prior to construction. The scale, material and style of all patios must be compatible with the Dwelling Unit, other adjacent Dwelling Units, and its environmental surroundings. Any alteration of established drainage patterns which may be caused by the construction of a patio must be considered and remedied prior to approval. Applications for the construction of patios must include plans for addressing any such drainage pattern alteration.

(Q) Sidewalks and Pathways. Additional sidewalks and pathways must be approved in writing by the ARC prior to installation and must be constructed of stone, brick, concrete or landscaping-grade material and must be compatible with the Architectural Character of the Lot, Structures and their surroundings. Replacement of existing sidewalks and pathways may be made without the approval of the ARC, provided that the replacement is in the same style, material, size and location as the original sidewalk and/or pathway.

(R) Storage Sheds. All storage sheds must be located in a fully-fenced yard or located under a deck adjacent to a Dwelling Unit. Metal sheds are prohibited. Sheds must be painted or stained to match the existing exterior of the Dwelling Unit and shall be no larger than eight feet by ten feet (8' x 10') in length or width and eight feet (8') in height.

(S) Dog Houses. Dog houses and animal pens are permitted; however, they must be compatible in color and material with the Architectural Character of its Dwelling Unit, must be located within the rear yard and fully-enclosed by fencing of a suitable height to contain the pet(s) enclosed therein. Dog runs, including, but not limited to wire and pulley tethers, and stationary tethers are prohibited.

(T) Play Equipment. Permanent recreation or play equipment which constitutes a Structure, including, but not limited to sand boxes, playhouses and swing-sets, must be approved by the ARC prior to installation. Any such equipment must be located in the rear yard area of a Lot and must be compatible with the scale of a Lot. The scale and style of such equipment must not create a negative visual impact to neighboring Lots or from public view. Equipment must be designed and constructed to blend with the natural environment. Earth-tones are preferred; bright and/or primary colors must be minimized. Permanent basketball backboards are prohibited from the front and side exteriors and yards of all Dwelling Units. However, installation of permanent basketball backboards may be permitted with the prior written approval of the ARC in the rear yard of a Lot provided that there is no adverse impact on any neighboring Lot. Portable play equipment must be stored in a location where it is not visible from public view when not in use.

(U) Outdoor Grills and Fireplaces. All permanent grills, outdoor fireplaces and/or barbecue structures must be approved by the ARC prior to construction. Any and all such structures must be located in the rear yard of a Lot and as far as practical from adjacent property lines.

(V) Firewood. Firewood must be kept neatly stacked in piles not to exceed ten feet (10') in length and four feet (4') in height. Firewood must be located to the rear or side of a

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Dwelling Unit and in such a manner which does not create a negative visual impact for adjacent Lots. In certain cases, screening of firewood may be required by the ARC.

(W) Antennae and Satellite Dishes. Standard TV antennas and other over-the-air reception devices (including satellite dishes) of less than one meter (39 inches) in diameter shall be permitted, subject to reasonable standards regarding placement, screening, maintenance and indemnity obligations, which may be adopted by the ARC from time to time, such standards to be in conformity with F.C.C. Regulations (47 CFR 1.4000), as amended; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost. Should any such rules and regulations adopted herein or by the ARC conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

(X) Signs. Signs or any other form of advertising of any nature are prohibited, except for real estate, building and construction signs. There shall be no more than one (1) sign permitted per lot, and no sign shall exceed three feet (3') in any dimension.

(Y) Mailbox units which deviate from the standard mailbox and post design must obtain the written approval of the ARC prior to installation.

(Z) Free-standing flagpoles are prohibited; however, flag staffs which are attached to the wall or pillar of a Structure and not exceeding six feet (6') in length are permitted. Only one (1) flag staff per Lot is permitted.

Section 9.4. Construction Damage Deposit. Prior to the approval of an application for improvements on a Lot, the Architectural Review Committee shall require the Lot Owner to post a construction damage repair deposit in the amount of \$2,000 to be used by the Association for repairs to the Common Area if caused by the Owner, such Owner's household, guests, employees, agents, invitees, contractors and subcontractors in connection with improvements made or being made to the Lot. Upon completion of construction, including finishing the driveway serving the Lot, and upon inspection by the ARC of the Common Area and a finding by the ARC that no damage to the Common area is attributable to the construction on the Lot, the construction damage deposit shall be returned to the Lot Owner. Any costs incurred by the Association for repairs of damage attributable to construction on the Lot, may be paid from the construction damage deposit, or assessed against the Lot as an Individual Assessment as determined by the Board of Directors.

ARTICLE 10

INSURANCE

Section 10.1. Physical Damage and Liability Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public

liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents arising from the operation, maintenance or use of the Common Area. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If reasonably available, the Board of Directors shall obtain directors' and other officers' liability insurance. Premiums for all insurance shall be a Common Expense.

Such insurance shall be governed by the provisions hereinafter set forth:

(A) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(B) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants of Lots or their Mortgagees, and insurance carried by the Association shall be primary.

(C) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available.

(D) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board of Directors, any Owner, or any Owner's household;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) that no policy may be canceled, invalidated or suspended due to the conduct of any Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, employees, agents and invitees, or of any member, Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board of Directors or the managing agent cure the defect and neither shall have so cured such defect within thirty days after such demand;

(4) that no policy may be canceled (including for failure to pay the premium) or substantially modified without at least ten days prior written notice to the Board of Directors; and

(5) that the Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as a Member, if available.

Section 10.2. Fidelity Bonds. In addition to other insurance required by this Article, the

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Board of Directors shall obtain a fidelity bond or bonds on directors, Officers, employees, agents and other persons handling or responsible for the Association's funds naming the Association as the obligee. The premium for any fidelity bond obtained by the Association shall be a Common Expense. The amount of fidelity coverage shall be in an amount equal to the maximum funds that will be in the custody of the Association at any time, but not less than an amount equal to the sum of twenty-five percent (25%) of the annual general Assessment and the Association's reserve funds, unless the Board of Directors determines in the exercise of its business judgment that such amount is unwarranted and that a lower amount is appropriate. The fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten days prior written notice to the Association.

Section 10.3. Other Insurance. To the extent necessary to satisfy the requirements of the Secondary Mortgage Market Agencies, the Board of Directors shall also obtain any other insurance coverage. The Association may purchase any other insurance as determined to be necessary or desirable by the Board of Directors.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11.1. Common Area. Except as otherwise provided herein and if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including any furniture, fixtures and equipment). If destruction of the improvements located on the Common Area is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. Otherwise, any decision not to repair or restore improvements on the Common Area shall be made in accordance with Section 14.4 hereof. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account such damage shall be placed in the Association's general account. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with this Section and Section 14.4 hereof.

Section 11.2. Lots. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either: (i) by repairing or reconstructing such building or other major improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Architectural Review Committee permits a longer time period, such work must be commenced within three months after the casualty and substantially completed within six months after the casualty.

ARTICLE 12

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COMPLIANCE AND DEFAULT

Section 12.1. Enforcement Provisions. Each Owner shall be governed by, and shall comply with, all of the terms of the Association Documents and Rules and Regulations, as amended from time to time. A default by an Owner complying with or enforcing the Association Documents or the Rules and Regulations shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(A) Additional Liability. Each Owner shall be liable to the Association or to any affected Owner for any costs incurred by the Association and the expense of all Upkeep rendered necessary by such Owner's act or omission, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including legal fees, incurred as a result of a failure to comply with the Association Documents and Rules and Regulations by any Owner may be assessed against such Owner's Lot.

(B) New Owner Address. If a new owner does not give the Secretary or managing agent written notice of such Owner's name and the number or address of the Lot within thirty days after acquiring title to such Lot then reasonable record keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner's Lot. The Board of Directors may set or change the amount of such Assessment from time to time. The Board of Directors may set a charge for processing and recording a change of ownership of a Lot in the records of the Association. Such Assessments shall be a lien against such Owner's Lot as provided in Section 12.2 hereof.

(C) Costs and Fees. In any proceeding arising out of any alleged default by an Owner or any suit brought by an Owner against the Association or any director or Officer, the prevailing party shall be entitled to recover the costs, including attorneys' fees, of such proceeding.

(D) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the Association, the Board of Directors or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Person exercising the same from exercising such other privileges as may be granted to such Person by the Association Documents, the Act or at law or in equity.

(E) Interest. If a default by an Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of thirty days, interest from the due date at a rate

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not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the due date until paid. The imposition of interest shall not preclude collection of a late charge and any late charge shall not be considered interest subject to the limitations of this Section.

(F) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (i) to enter the portion of the Property (excluding any occupied dwelling) pursuant to Section 3.3 hereof on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and Board of Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Association Documents or the Rules and Regulations on the Property (including the towing of vehicles); or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in Subsections 12.1(H) and (I) hereof.

(G) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or Rules and Regulations shall be grounds for relief, including an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

(H) Charges and Suspension of Rights. The Board of Directors has the power and authority to impose charges and the suspend the right to vote in the Association or other rights in the case of an Owner found to be responsible for a violation of the Association Documents or Rules and Regulations. Charges may not exceed Fifty Dollars (\$50.00) for each violation or Ten Dollars (\$10.00) per day for each violation of a continuing nature or such greater amount as may be permitted by law. No charge may be imposed for failure to pay an Assessment except for a Late Charge or as otherwise provided in this Declaration. Charges are Individual Assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2 hereof. The Board of Directors may also suspend the right of an Owner or other occupant, and the right of such Person's household, tenants, guests, employees or invitees to use the Recreational Facilities located on the Common Area during the duration of the violation and for a reasonable period, not to exceed sixty days, for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's Lot remains unpaid. No charge shall be imposed and no construction altered or demolished until the Person charged with such violation has been given notice and an opportunity for a hearing as set forth in Subsection 12.1(I) below.

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In addition, voting rights and the right to use the Recreational Facilities may not be suspended until the Person charged with the violation has been given notice and opportunity for a hearing pursuant to Subsection 12.1(I) below, unless such rights are suspended due to non-payment of Assessments, in which case the Person charged with the violation is not entitled to notice and an opportunity for a hearing. The Board of Directors may determine to take other actions, including performing maintenance on a Lot pursuant to Sections 6.2 and 7.2 hereof without providing a hearing. The Board of Directors may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice and a written summary thereof.

(I) Due Process. The Board of Directors, before imposing any charge (except a Late Charge) or before taking any action affecting one or more specific Persons shall afford such Person the following basic due process rights:

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing, if a hearing is required pursuant to Subsection 12.1(H) above. Notice of any hearing shall be sent by registered or certified United States mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing.

(2) Hearing. If the respondent is entitled to a hearing pursuant to Subsection 12.1(H) above and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors discusses such charges or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense.

Section 12.2. Lien for Assessments.

(A) Lien. The total Annual Assessment of each Owner for Common Expenses, any Additional Assessment, and Individual Assessment or any other sum duly levied (including Late Charges, charges, interest, contractual charges, etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by such Owner in accordance with this Declaration. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to Annual Assessments, the lien is effective on the first day of each fiscal year of the Association and, as to Additional Assessments, Individual Assessments and other sums duly levied, the lien is effective ten days after the date of notice to the Owner of Lot against which such Assessment or levy is made. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien by §55-516 of the Property Owners' Association Act. The lien created by this Section shall be prior to all liens and encumbrances hereafter recorded except real estate taxes, Mortgages, and other charges levied by governmental authority and

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made superior by law. The personal obligation of the Owner to pay such Assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any Assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(B) Acceleration. In any case where an Assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(C) Enforcement. The lien for Assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia for foreclosure of mortgages or deeds of trust containing a power of sale or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(D) Remedies Cumulative. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision to the contrary, the lien of any Assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of a Mortgage or the purchaser of the Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 13

MORTGAGES

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the mortgagee. No mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 13.2 below and has requested all rights under the Association Documents.

Section 13.2. Notice to Mortgagees. Any Mortgagee who desires notice from the

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Association shall notify the Secretary of the Association to that effect by certified or registered United States mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee and the name of the person to who notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following:

(A) Any default by an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying Assessments (which remains uncured for one hundred twenty days) or any other default simultaneously with the notice to the defaulting Owner;

(B) Any event giving rise to a claim under an insurance policy arising from damage to improvements located on the Common Area in excess of thirty percent of the then current replacement cost of such improvements;

(C) Any termination, lapse or material modification in an insurance policy held by the Association;

(D) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association in connection thereto;

(E) Any proposal to terminate the Declaration, at least sixty days before any action is taken to terminate in accordance with Article 15; and

(F) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least ten days before any action is taken pursuant to Section 14.4.

ARTICLE 14

AMENDMENT; EXTRAORDINARY ACTIONS

Section 14.1. Amendment by Declarant. During the Development Period, the Declarant may unilaterally without the approval of the Association, any Owner, Mortgagee or Secondary Mortgage Agency amend any provision of this Declaration or any Supplementary Declaration to: (i) make non-material or corrective changes; (ii) satisfy the requirements of any government, governmental agency, Secondary Mortgage Agency or Mortgagee; (iii) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots; provided, however, that such relocation is reflected in an approved resubdivision; (iv) add all or any portion of the additional land in accordance with Article 4; and (v) withdraw Submitted Land in accordance with Section 4.4.

Section 14.2. Amendment by Association.

(A) Member Approval. Subject to Sections 14.3 and 14.4, the Association may amend this Declaration with the written approval of members entitled to cast at least seventy-five percent (75%) of the total number of votes or upon a seventy-five percent vote by the members at a meeting called for such purpose.

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(B) Certification. An amendment by the Association shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. Any procedural challenge to an amendment must be made within one year after recordation.

(C) Supplementary Declarations. Amendment of a Supplementary Declaration is governed by the provisions for amendment contained therein and the requirements of Section 14.4. A Supplementary Declaration may not be amended to reduce the maximum annual Limited Common Expense assessment set forth therein. A Supplementary Declaration may not include provisions in conflict with the Declaration. Although this Declaration and Supplementary Declaration should be construed to give effect to both, in the case of conflicting provisions, this Declaration shall control.

Section 14.3. Prerequisites. Written notice of any proposed amendment by the Association shall be sent to every Owner at least fifteen days before any action is taken. No amendment shall increase the financial obligations of an Owner in a discriminatory manner or further restrict development on existing Lots in a discriminatory manner. No amendment to the Declaration shall diminish or impair the rights of the Declarant during the Development Period under this Declaration without the prior written consent of the Declarant. No amendment to the Declaration shall diminish or impair the rights of Mortgagees under this Declaration without the prior written approval of at least fifty-one percent of the Mortgagees. No amendment may modify this Article or the rights of any Person hereunder. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 14.4. Extraordinary Actions of Association. The provisions of this Section shall not be construed to reduce the vote that must be obtained from members where a greater vote is required by the Act or other provisions of the Association Documents nor shall it be construed to lessen the unilateral rights given to the Declarant to amend the Declaration or a Supplementary Declaration without the consent of the Association, any Owner or Mortgagee. To the extent this Section applies to amendments to a Supplementary Declaration, the approval of the members of Mortgagees required shall be deemed to refer only to the members owning Lots or Mortgagees holding Mortgages on Lots subject to such Supplementary Declaration.

Section 14.5. Mortgagee and Owner Approval. Without the approval of at least fifty-one percent of the Mortgagees and members entitled to cast a least sixty-seven percent of the total number of votes of each class, the Association shall not, by act or omission: (i) seek to abandon, partition, subdivide, encumber, dedicate, sell or transfer the Common Area owned in fee simple by the Association (except for making dedications required by governmental authorities, granting easements for utilities or other purposes to benefit the Property or the adjoining land consistent with the intended use of such Common Area or making transfers pursuant to Section 2.2); (ii) add to (except in a Supplementary Declaration) or change the method of determining the obligations, Assessments or other charges which may be levied against an Owner or voting rights of any members (except to reduce the Declarant voting rights

with the consent of the Declarant); (iii) add (except in a Supplementary Declaration), change, waive or abandon any scheme or regulation or enforcement thereof, pertaining to architectural design or exterior appearance or Upkeep of the Lots or Common Area; (iv) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost), in accordance with Article 10; (v) use hazard insurance proceeds for losses to the Common Area for any purpose other than repair, replacement or restoration of such Common Area substantially in accordance with the Association Documents and the original plans and specifications, except as provided in Article 11; (vi) terminate the Declaration or dissolve the Association or merge or consolidate with another association; or (vii) add (except in Supplementary Declarations) or amend any material provisions of the Association Documents which establish, provide for, govern or regulate any of the following: (1) voting (except to reduce the Declarant's voting rights with the consent of the Declarant); (2) Assessment liens or the priority of such liens; (3) reserves for maintenance, repair and reconstruction of the Common Area; (4) insurance or fidelity bonds; (5) rights to use of the Common Area; (6) maintenance responsibility; (7) leasing of Lots; (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot; (9) expansion or contraction of the Property or the addition, annexation or withdrawal of land to or from the Property; or (10) any provision which is for the express benefit of Mortgagees.

Section 14.6. Nonmaterial Amendments. Any amendment to the Association Documents shall not be considered material if made only for the purpose of correcting technical errors or for clarification.

Section 14.7. Presumptive Approval. Any Mortgagee who is notified of amendments or actions of the Association by certified or registered United States mail, return receipt requested and who does not deliver a negative response to the Secretary of the Association within thirty days shall be deemed to have approved such amendment or action.

Section 14.8. VA or FHA Consent. When a VA guarantee is in effect on a Mortgage, without the consent of VA, or when FHA insurance is in effect on a Mortgage, without the consent of FHA, the Association may not submit any land other than the Property or take any action described in Section 14.5 during the Declarant Control Period. The foregoing shall only apply for so long as a Lot within the Property is encumbered by a loan guaranteed by VA or insured by FHA. In addition, during the Declarant Control Period, VA or FHA must be informed of all amendments to the Association Documents if the Association Documents have been previously approved by such agency.

ARTICLE 15

TERMINATION

Section 15.1. Duration: Termination by the Association. The covenants, conditions, restrictions and easements of this Declaration shall run with the land and bind the Property. The duration of these covenants, conditions, restrictions and easements shall be for a period of twenty years and shall automatically be extended for successive twenty year periods unless terminated

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by a vote of at least a sixty-seven percent of the total number of votes of each class of members, or in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia or, following a vote at a meeting held in conformity with the requirements of Section 13.1-842 of the Code of Virginia, 1950, as amended. The termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

Section 15.2. Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee at least sixty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of this Declaration shall remain in full force and effect despite termination of this Declaration until the amounts secured thereby are paid in full.

Section 15.3. Conveyance of Common Areas upon Dissolution. Upon dissolution of the Association, the assets of the Association must be conveyed to another nonprofit entity, governmental entity or public agency formed for the purposes similar to the purposes for which the Association was formed.

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EXHIBIT A

Submitted Land

Lots 1 through 16, inclusive, Lots 18 through 20, inclusive, Lots 23 through 64, inclusive, Lots 68 through 75, inclusive, Parcels A through C, inclusive, the Roads (as defined in the Deed of Subdivision), and the Residue (as defined in the Deed of Subdivision), Eagle Pointe Shores, Phase 1, all in accordance with the Plat attached to the Deed of Subdivision, with the remainder of the Property (the "Residue") reserved to EPS for use in future phases the subdivision.

NOTE: Lots 17, 21, 22, 65; 66 and 67, Eagle Pointe Shores, Phase 1; are not created by the Deed of Subdivision and do not exist.

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EXHIBIT B
Additional Property

Any real property adjacent to any of the property described in Exhibit A or adjacent to such other properties which may, from time to time, be subject to the declaration for EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION. As used herein, the term "adjacent" shall include, without limitation, real property which may be separated only by a public or private street.

With the exception of any portion that is included as Submitted Land, the Additional Property shall include the following parcels owned by Eagle Pointe Shores, LLC:

Parcel 1:

23.644 acres

Tax ID 16-8-4 (01600-08-00-0004-0)

All that certain tract of land as shown on the plat of survey as being TRACT 4, containing 23.644 acres and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 204F.

TOGETHER WITH 21.396 acres, more or less, with 0.618 acres, more or less, above the 620 foot contour and 20.778 acres, more or less, below the 620 foot contour, as set forth in the Boundary Line Adjustment and Easement Agreement recorded as Instrument #06-0001053 and the plat attached thereto recorded in Map Book 44, Page 13G, all in the aforesaid Clerk's Office.

TOGETHER WITH all of the land below the 620 foot contour of the Leesville Lake abutting the property herein conveyed.

LESS AND EXCEPT 2.308 acres conveyed to Robert P. Mathewson and Virginia L. Mathewson as set forth in the Boundary Line Adjustment and Easement Agreement recorded as Instrument #06-0001053 and the plat attached thereto recorded in Map Book 44, Page 13G, all in the aforesaid Clerk's Office.

Parcel 2:

171.866 acres

Tax ID 16-A-1B (01600-0A-00-0001-B)

All of that certain tract or parcel of land situated in Callands-Gretna Magisterial District, Pittsylvania County, Virginia, more particularly described on the plat entitled "Division of the Property of Edward N. Plymale," dated August 4, 1995, made by Hervey T. Terrell, Jr., C.L.S. of Hurt & Proffitt, Inc. (the "Plat"), a copy of which Plat is recorded in Map Book 43, Page 146K in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

SUBJECT TO the rights of others for ingress and egress over the proposed 50 foot ingress and egress easements from State Route 609 as more particularly shown on the Plat.

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LESS AND EXCEPT THEREFROM the conveyance of Lot 2, containing 6.52 acres, as shown on the Plat to Chester D. Witt and Brenda R. Witt, husband and wife, by deed dated September 27, 1995, recorded in Deed Book 1034, Page 405 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

AND FURTHER LESS AND EXCEPT THEREFROM the conveyance of Lot 1, containing 9.09 acres, as shown on the Plat to Edward Noel Plymale and Barbara L. Plymale, husband and wife, by deed dated March 5, 1997, recorded in Deed Book 1070, Page 505 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "A" containing 2.913 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office. Said Parcel "A" was conveyed to Edward N. Plymale by Ethel P. Jones by deed dated May 24, 2004, recorded in Deed Book 1455, Page 187 in the aforesaid Clerk's Office.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "B" containing 0.148 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office. Said Parcel "B" part of the 22.618 acre parcel conveyed to Edward N. Plymale from Walter Q. Sain and Carolyn P. Sain by Deed of Partition dated January 21, 1998, recorded in Deed Book 1107, Page 897 in the aforesaid Clerk's Office, leaving a residue of 22.472 acres, more or less, as noted on the aforesaid Reconfiguration Plat.

TOGETHER WITH all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "C" containing 1.124 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's

Order: 5K178891B
Address: Greenberry Drive 114

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Office. Said Parcel "C" was conveyed to Edward N. Plymale by Clarence A. Crider, Jr. and Sandra A. Crider by deed dated May 24, 2004, recorded in Deed Book 1455, Page 185 in the aforesaid Clerk's Office.

The aforesaid Parcels "A", "B" and "C" (4.185 acres total) were to be added together and then added to Tax Map Parcel 16-A-1A (159.46 acres, more or less) and become an integral part thereof, with the total combined area for Tax Map 16-A-1A containing 163.645 acres, more or less, as set forth in NOTE 14 of the aforesaid Reconfiguration Plat.

Being the same property shown as 171.866 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated June 9, 2005, entitled "Plat Showing Resurvey - Property of: Edward Noel Plymale."

Parcel 3:

22.62 acres

Tax ID 16-8-3A (01600-08-00-0003-A)

All of that certain tract of land shown and designated as "Tract 3" and containing 22.618 acres on the plat entitled "Plat of Lands for Walter & Carolyn Sain—Showing the Division Lines for the Division of 75.371 Acre Parcel", dated October 10, 1997, recorded in Map Book 43, Page 204F, in the aforesaid Clerk's Office (the "Sain Division Plat").

LESS AND EXCEPT THEREFROM all that certain tract or parcel of land situated, lying and being in Gretna District, Pittsylvania County, Virginia, designated as Parcel "B" containing 0.148 acres as shown on a plat of survey by Thomas C. Brooks, Jr., L.S., Acres of Virginia, Inc., dated April 5, 2004, surveyed for Edward N. Plymale entitled "Reconfiguration Plat Showing—Part of Property of Ethel P. Jones—Edward N. Plymale—Clarence A., Jr. and Sandra A. Crider" a copy of which plat is recorded in Map Book 43, Page 375G in the aforesaid Clerk's Office.

TOGETHER WITH an easement of right-of-way 50 feet in width over the existing lot described as 5.72 acres from the end of State Route 609 "Brights Road" over and into said Tract 3 as shown on the Sain Division Plat.

SUBJECT TO a 50 foot road or right-of-way for ingress and egress as shown on the Sain Division Plat over Tract 3 to and from the 5.712 acre Tract for the benefit of Tract 4.

TOGETHER WITH all of the land below the 620 foot contour of the Leesville Lake abutting Tax Map Number 16-8-3.

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Parcel 4:

94.987 acres

Tax ID 16-A-2 (01600-0A-00-0002)

Description:

All of that certain tract or parcel of land situated in Callands-Gretna Magisterial District, Pittsylvania County, Virginia, designated as Parcel A, containing 69.90 acres as shown on plat of survey by E. L. Wilmarth, C.L.S., surveyed June 7, 1988, a copy of which plat is recorded in Map Book 41, Page 132 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, reference thereto being expressly made for a more particular description thereof.

TOGETHER WITH AND SUBJECT TO a perpetual easement together with others who may have a like or similar right for ingress and egress from State Road 609 over and across the 20 foot access roads abutting and going through the cemetery to the property herein conveyed as shown on said plat which easement shall be deemed a covenant running with the land.

TOGETHER WITH all land below the 620 foot contour of the Leesville Lake abutting the property herein conveyed except the line shall lie in the center of the cove abutted by Parcels A and B so Parcel A and B will each own one-half of the cove between the parcels.

SUBJECT TO to that certain easement granted by deed recorded in Deed Book 629, Page 765 to Jannie Mae Franklin Howell, et als., reference thereto being made.

Less and except 2.913 acres conveyed to Edward N. Plymale by Deed recorded in Deed Book 1455, Page 187.

Being the same property shown as 94.987 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated June 7, 2005, entitled "Plat Showing Resurvey - Property of: Ethel P. Jones" attached to the Deed from Ethel P. Jones to Eagle Pointe Shores, LLC dated October 25, 2005, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Order: 5KY6B89TB

Address: Greenberry Drive 114

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Parcel 5:

12.893 acres

Tax ID 16-8-2B (01600-08-00-0002-B)

Description:

TRACT 1:

All that certain tract or parcel of land containing 5.724 acres, as shown on a Plat of Survey dated September 17, 1991, by Wilmarth Surveying, Paul D. Julian, C.L.S., recorded in Map Book 43, Page 43G in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia.

There is expressly excepted and reserved herefrom a perpetual easement 50 feet in width from the end of State Route 609 westerly along the northerly boundary of the property hereby conveyed and the cemetery as a means of ingress and egress to and from the remaining property now or formerly owned by Edward N. Plymale and Carolyn P. Brumfield, and Walter Quilman Sain and Carolyn Faye Plymale Sain, with the right to convey a like or similar easement to any future owners of any part of the remaining properties. Said easement is designated as 30 feet on the aforesaid plat. It is the intent that the said 50 feet easement be such that State Route 609 will abut the same and provide a continuous means of ingress and egress 50 feet in width.

LESS AND EXCEPT 1.124 acres conveyed to Edward N. Plymale by Deed dated May 24, 2004, and recorded in Deed Book 1455, Page 185, and as shown on the Plat recorded in Map Book 43, Page 375G.

TRACT 2:

All that certain tract of land shown as Tract 2 containing 8.330 acres on the plat of survey recorded in Map Book 43, Page 204F in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia.

Parcel 5 consists of Tract 1 and Tract 2 which are together the same property shown as 12.893 acres on the Plat of Survey made by Acres of Virginia, Inc., Brian W. Hammack, L.S., dated July 6, 2005, entitled "Plat Showing Resurvey – Property of: Clarence A. & Sandra A. Crider" attached to the Deed from Clarence A. Crider and Sandra A. Crider to Eagle Pointe Shores, LLC dated October 26, 2005, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024 Eagle Pointe Shores Declaration

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Parcel 6:

47.411 acres

Tax ID 16-1-2A (01600-01-00-0002-A)

Description:

All of that tract of land containing 47.078 acres as shown on a "Resurvey of 47.078 acres property of Davie H. & Geneva T. Shelton" dated January 6, 1993, signed June 25, 2003, by B. R. Shrader, L.S., a copy of which resurvey recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 344M, and specific reference to which said resurvey is hereby made for a further and more particular description.

SUBJECT TO all easements and rights of way of record or in place and affecting said land; and specifically subject to the right-of-way granted to Jannie Mae Franklin Howell, *et al.*, by deed dated January 4, 1977, from David H. Shelton, *et als.*, recorded in said Clerk's Office in Deed Book 629, Page 765, and reference to said deed is hereby made.

BEING the same property shown as 47.411 acres on plat of survey made by Brian W. Hammack, L.S., dated October 10, 2005, entitled the "Plat Showing Resurvey of Property of: Jerry C. & Nancy P. Parsons" recorded in recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 344M, and attached to the Deed of Boundary Line Adjustment recorded the aforesaid Clerk's Office in Deed Book 1520, Page 822, and specific reference is hereby made said Deed of Boundary Line Adjustment and said survey for a further and more particular description.

Parcel 7

All of Tract A containing 0.04 of an acre, more or less, as shown on plat of two tracts of land, surveyed for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 10, 1967, said survey being recorded in Map Book 4, Page 93, in the Clerk's Office of Pittsylvania County, Virginia, and

Parcel 8

All of Tract B containing 87 acres, more or less, as shown on plat of two tracts of land, surveyed for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 10, 1967, said survey being recorded in Map Book 4, Page 93, in the Clerk's Office of Pittsylvania County, Virginia, and

Parcel 9

All of Lot or Tract B containing 5.1 acres, more or less, as shown on plat of two tracts of land, surveyed for Basil T. Atkins, by Ralph P. Hines, C.L.S., dated December 22, 1966, said survey being recorded in Map Book 4, Page 89, in the Clerk's Office of Pittsylvania County, Virginia; and

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Address: Greenberry Drive 114

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Parcel 10

All of Tract C containing 5.6 acres, more or less, as shown on plat of survey for Landon G. Atkins, by Ralph P. Hines, C.L.S., dated January 14, 1967, revised January 17, 1967, said survey being recorded in Deed Book 478, at Page 501; and

Parcel 11

All of Tract A containing 140 acres, more or less, as shown on plat of two tracts of land, surveyed for Basil T. Atkins, by Ralph P. Hines, C.L.S., dated December 22, 1966, said survey being recorded in Map Book 4, Page 89, in the Clerk's Office of Pittsylvania County, Virginia.

The above Parcels 7, 8, 9, 10 and 11 are those certain lots or parcels of land known as Parcels "A" and "B" as shown in Map Book 4, Page 90, and Parcels "A", "B" and "C" as shown in Deed Book 478, Page 501, containing, in the aggregate, a total of 281.057 acres, more or less (209.979 acres above the 620 foot contour and 71.078 acres below the 620 foot contour of Leesville Lake) as more particularly shown on "Plat Showing Resurvey Property of: Thomas E. Walton, Jr. (deceased) & Helen G. Walton" dated March 17, 2006, prepared by Thomas C. Brooks, Jr., Land Surveyor, a copy of which is attached to the Deed from Helen G. Walton to Eagle Pointe Shores, LLC and recorded prior hereto in the Clerk's Office of Pittsylvania County, Virginia.

With the exception of any portion that is included as Submitted Land, the Additional Property shall include the following parcels owned by Edward Noel Plymale and Barbara L. Plymale:

Lot 1, containing 9.09 acres, as shown on the Plat to Edward Noel Plymale and Barbara L. Plymale, husband and wife, by deed dated March 5, 1997, recorded in Deed Book 1070, Page 505 in the aforesaid Clerk's Office, together with all rights of ingress and egress included therein, reference thereto being expressly made for a more particular description thereof.

INSTRUMENT #060008585
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
NOVEMBER 8, 2006 AT 04:30PM
H. F. HAYMORE, CLERK

RECORDED BY: LPK

Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024 Eagle Pointe Shores Declaration

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THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) AND EASEMENT EXTINGUISHMENTS ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES, IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

EDWARD M. PLYMALE AS AGENT FOR EAGLE POINTE SHORES LLC AND AS ADJOINING PROPERTY OWNER

I, EDWARD M. PLYMALE, A NOTARY PUBLIC IN AND FOR THE CITY / COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED HERETO HAVE ACKNOWLEDGED BEFORE ME THIS DAY OF MAY 20 2006 MY COMMISSION EXPIRES 11/17/07

ROBERT P. MATHEWSON VIRGINIA L. MATHEWSON

I, THOMAS C. BRUNN JR., A NOTARY PUBLIC IN AND FOR THE CITY / COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED HERETO HAVE ACKNOWLEDGED BEFORE ME THIS DAY OF MAY 20 2006 MY COMMISSION EXPIRES 11/17/07

CHESTER D. WITT BRENDA R. WITT

I, DEBORAH S. HITCHCOCK, A NOTARY PUBLIC IN AND FOR THE CITY / COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED HERETO HAVE ACKNOWLEDGED BEFORE ME THIS DAY OF MAY 20 2006 MY COMMISSION EXPIRES 11/17/07

EDWARD M. PLYMALE

NOTES:

- 1. THIS PLAN WAS PREPARED FOR EAGLE POINTE SHORES LLC.
2. NO DETERMINATION OF WETLANDS WAS MADE BY AGENCY OF VIRGINIA, INC.
3. SURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
4. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. A PORTION OF THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE 'A' AS DETERMINED BY U.S.D.H.U.D. FEDERAL INSURANCE ADMINISTRATION.
6. IN PROVIDING THIS PLAN NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
7. IF THE SURVEYORS SIGNATURE ON THIS PLAN IS NOT SIGNED WITH BLUE INK, THIS PLAN IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES.
8. ANY SUBSQUOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY MAY BE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP. THEREFORE THE AREA SHOWN ON THIS PLAN IS PLUM OR REBAR AND IS INCLUSIVE OF ANY SUBSQUOUS BEDS UNLESS OTHERWISE NOTED.
9. IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER, ACCORDINGLY ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RECORD OR PLAT INFORMATION OR AS DENOTED ON THIS PLAN, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY FINANCIAL RESPONSIBILITY FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAN.
10. PRIOR TO THE IMPROVEMENT OF ANY LOT IN THE COUNTY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CLEARING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS.
11. THIS PROPERTY IS ZONED DP10 RESIDENTIAL PLANNED UNIT DEVELOPMENT.
12. MINIMUM SETBACK REQUIREMENTS (SEE SEC. 50-208 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
A. FRONT SETBACK
THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES OR STOOPS OR ANY ACCESSORY BUILDING) SHALL BE THIRTY-FIVE (35) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
B. SIDE SETBACK
THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
C. REAR SETBACK
THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE TWENTY (20) FEET. FOR PROPERTY BORDERING WITH MOUNTAIN LAKES AND OTHER LAKES 100 ACRES OR GREATER IN SIZE, THE DISTANCE WILL BE MEASURED FROM THE RECONSTRUCTED FULL POND LEVEL.
13. THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE. BUT SHALL PROVIDE FEEZ AND UNRESTRICTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE. PLEASE SEE NOTE 14.
14. DUE TO ITS PRIVATE AND BAYED STATUS, THIS SUBDIVISION WILL HAVE A HOMEOWNERS ASSOCIATION (HOA). PLEASE SEE THE HOMEOWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY VIRGINIA FOR COVENANTS AND RESTRICTIONS.
15. TRAIL REMAINS WERE SET AT ALL CORNERS UNLESS OTHERWISE NOTED. NO CORNERS WERE SET BELOW THE 800 CONTOUR.

SOURCES OF TITLE: DEED BOOK 1486 PAGE 617, DEED BOOK 1581 PAGE 334, DEED BOOK 1581 PAGE 340, DEED BOOK 1400 PAGE 707, INSTRUMENT NUMBER 060001052, DEED BOOK 1034 PAGE 408, INSTRUMENT NUMBER 000002121

Table with columns: LINE, DELTA, RADIUS, ARC, CHORD, CHORD BEARING. Contains data for lines C1 through C50.

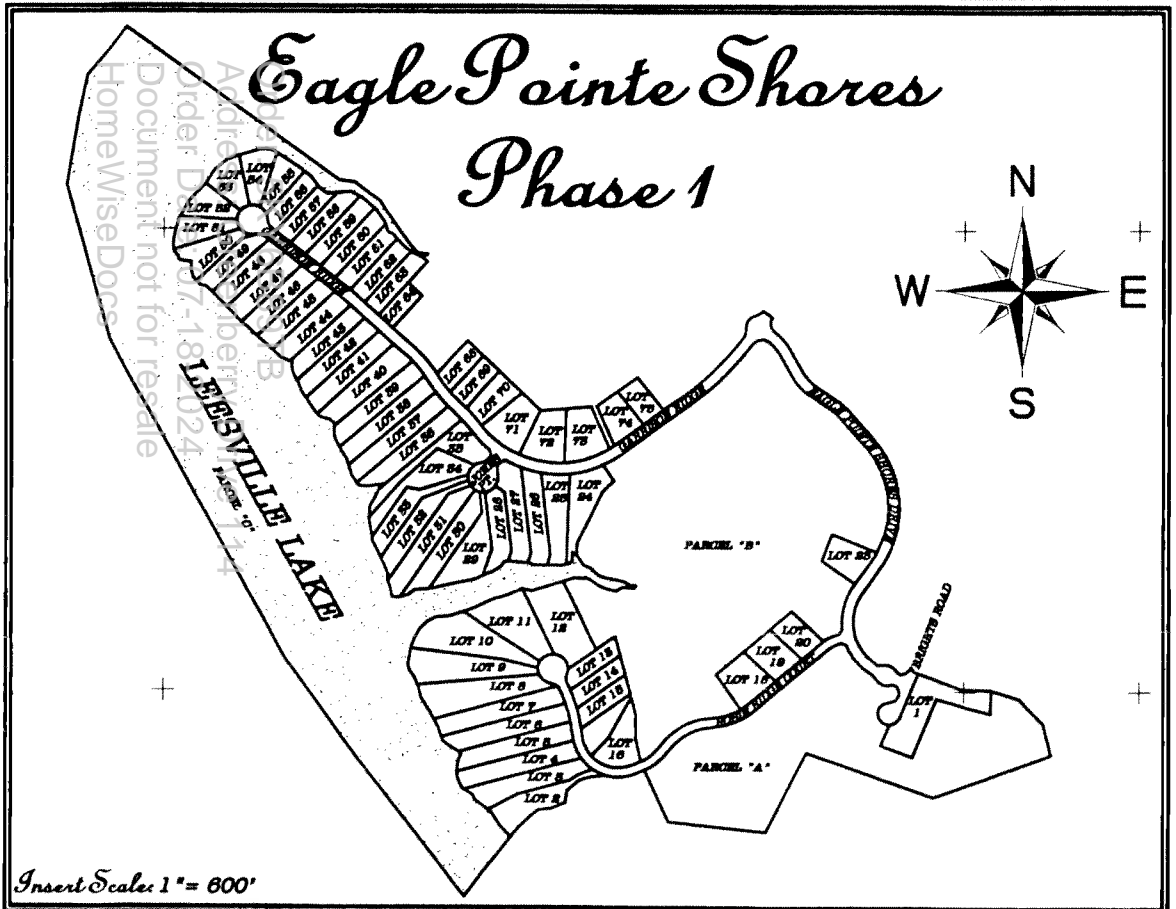


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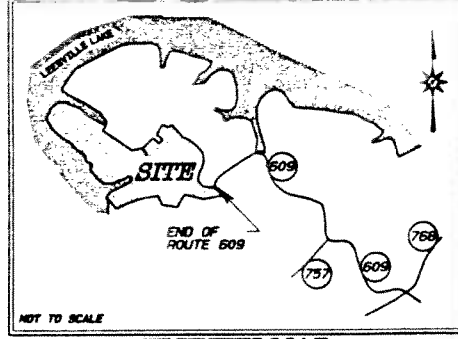
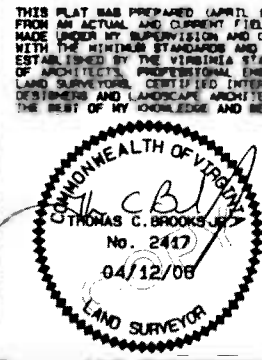


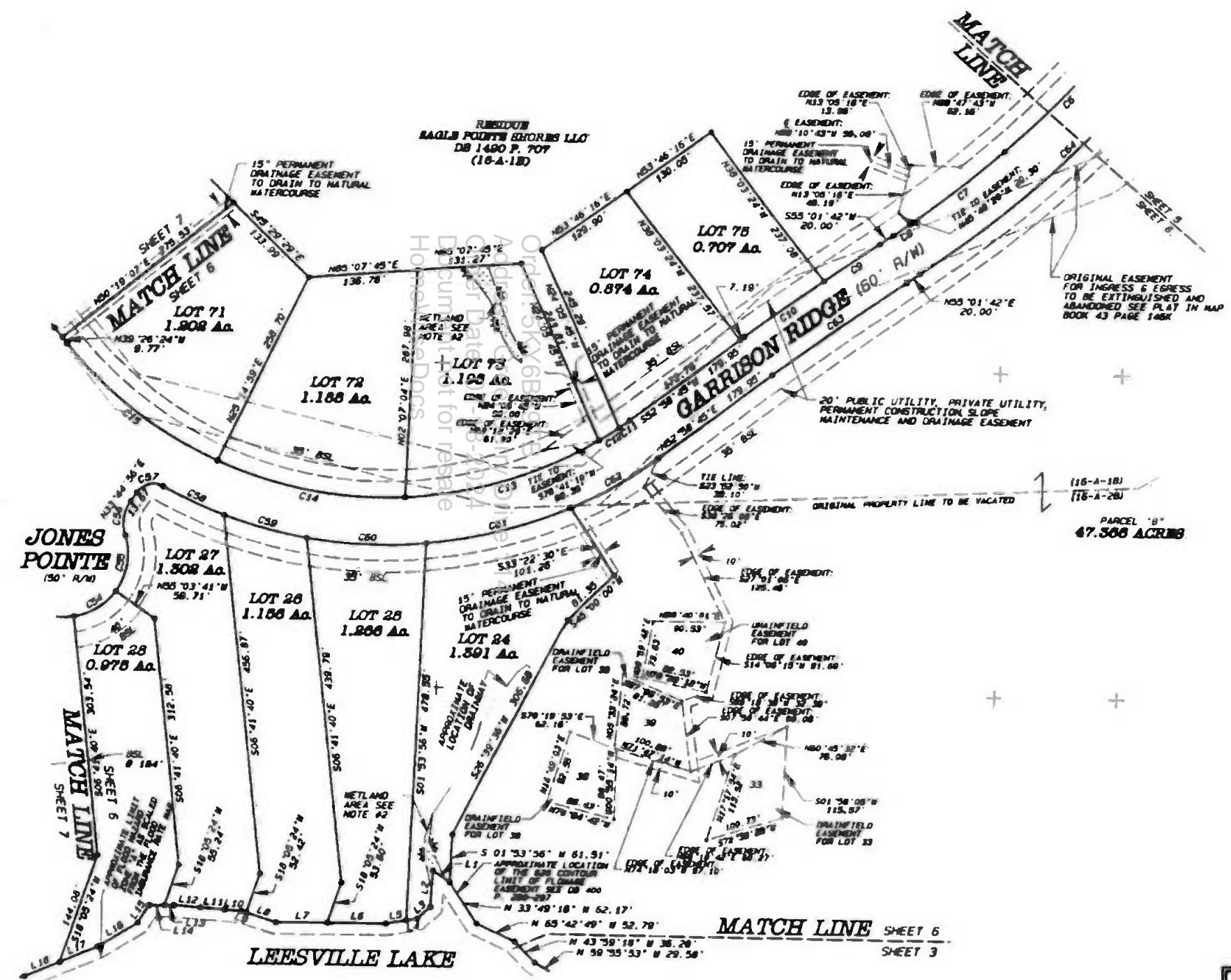
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Table with columns: LINE, DELTA, RADIUS, ARC, CHORD, CHORD BEARING. Contains data for lines C76 through C101.

PITTSYLVANIA COUNTY HEALTH DEPARTMENT / DATE 11-8-06 Not Applicable VIRGINIA DEPARTMENT OF TRANSPORTATION / DATE

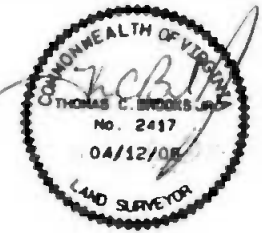
SHEET 1 OF 9 ACRES OF VIRGINIA, INC. SHEET FOR PHASE 1 EAGLE POINTE SHORES PITTSYLVANIA COUNTY, VIRGINIA





- LEGEND:
- DB = DEED BOOK
 - P. = PAGE
 - R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - = TO BE ONE PARCEL
 - IRF = IRON REBAR FOUND
 - BSL = BUILDING SETBACK LINE

THIS PLAT WAS PREPARED (APRIL 12, 2008) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 6 OF 9



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET.

ACRES OF VIRGINIA, INC.
 SURVEYORS, ENGINEERS, PLANNERS & SOIL CONSULTANTS
 88812; 8urce@acres.com
 www.acresofvirginia.com

LYNDHURST OFFICE: 404 CLAY STREET, LYNDHURST, VA 24094, OFFICE (434) 576-8534, FAX (434) 548-1040

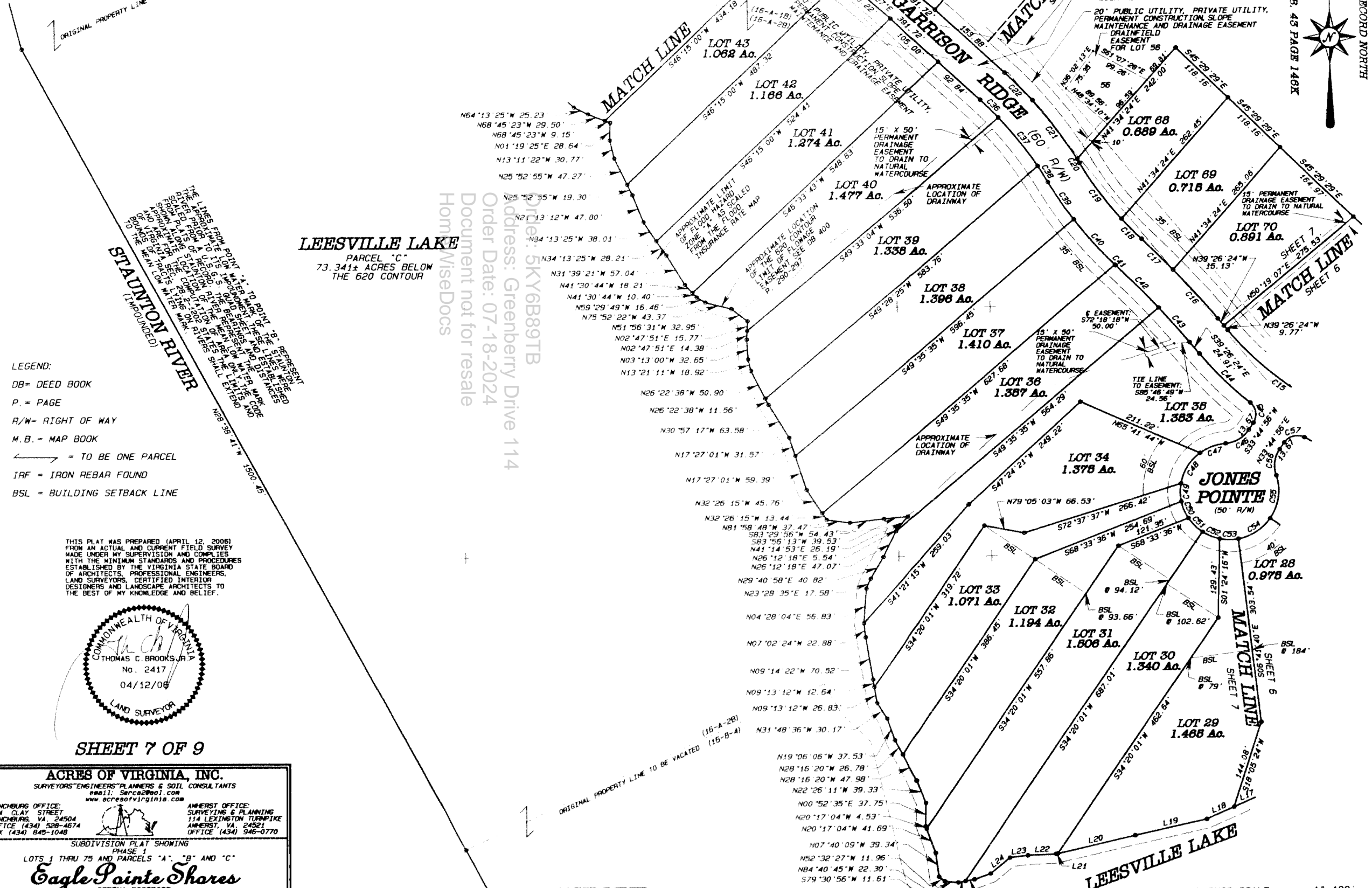
ARMISTEAD OFFICE: SURVEYING & PLANNING, 114 LEWISTON TURNPIKE, ARMISTEAD, VA 24021, OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING PHASE I
 LOTS 1 THRU 75 AND PARCELS 'A', 'B' AND 'C'
Eagle Pointe Shores
 GREYHOUND DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, L.L.C.

SCALE: 1"=100' DATE: MARCH 10, 2008 / REVISED: APRIL 12, 2008
 COMB. NO. 091026/ADD1020-SEWER-MEN-JOB#2008 DATA COLLECTOR
 AS MAP 18-A-18 AND 28, 18-B-2, 18-1-28, 18-2-28, 3A, AND 4

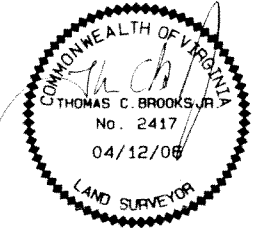
PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET.

ORIGINAL PROPERTY LINE TO BE VACATED
 (16-A-18)
 (16-A-28)



LEGEND:
 DB= DEED BOOK
 P. = PAGE
 R/W= RIGHT OF WAY
 M.B. = MAP BOOK
 → = TO BE ONE PARCEL
 IRF = IRON REBAR FOUND
 BSL = BUILDING SETBACK LINE

THIS PLAT WAS PREPARED (APRIL 12, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 7 OF 9

ACRES OF VIRGINIA, INC.
 SURVEYORS-ENGINEERS-PLANNERS & SOIL CONSULTANTS
 email: Serca2@aol.com
 www.acresofvirginia.com

LYNCHBURG OFFICE: 404 CLAY STREET, LYNCHBURG, VA. 24504, OFFICE (434) 528-4674, FAX (434) 845-1048

AMHERST OFFICE: SURVEYING & PLANNING, 114 LEXINGTON TURNPIKE, AMHERST, VA. 24521, OFFICE (434) 946-0770

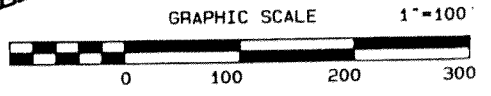
SUBDIVISION PLAT SHOWING PHASE 1 LOTS 1 THRU 75 AND PARCELS "A", "B" AND "C"

Eagle Pointe Shores
 GRETNIA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: MARCH 10, 2006 / REVISED: APRIL 12, 2006
 CONN. NO. 051020/051020-SERVER-NEWJOBS2005 DATA COLLECTOR
 TAX MAP 16-A-18 AND 28, 16-6-2, 16-1-28, 16-8-28, 3A, AND 4

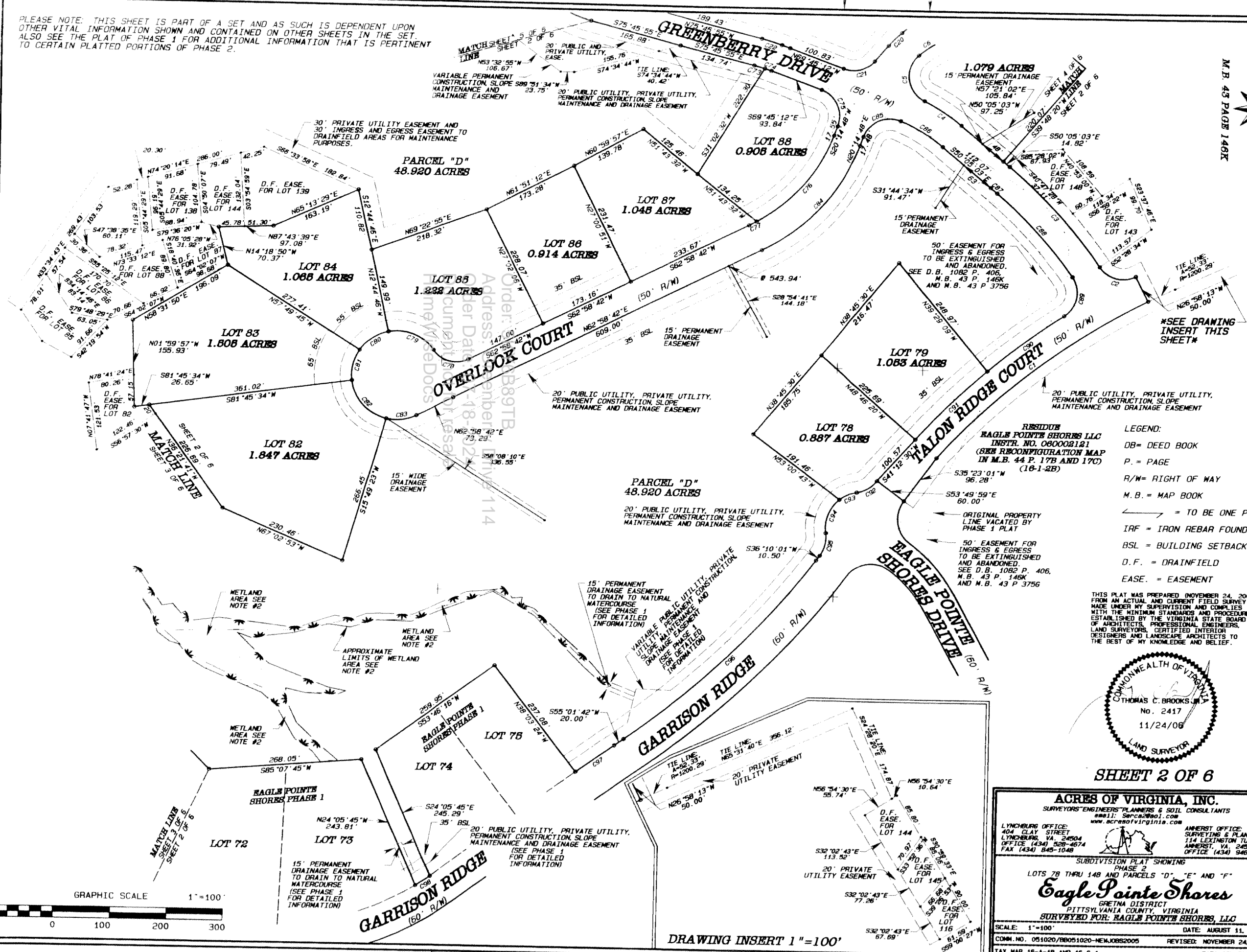
Order Date: 07-18-2024
 Address: Greenberry Drive 114
 File: SKY6B89TB
 HomWiseDocs

MATCH LINE SHEET 7
 MATCH LINE SHEET 4



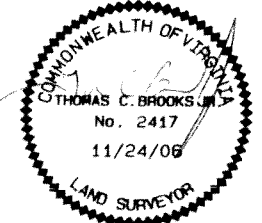
PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

M.B. 43 PAGE 146K

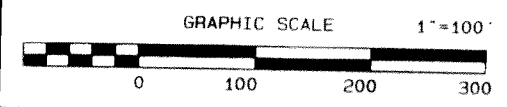


- LEGEND:**
- DB= DEED BOOK
 - P.= PAGE
 - R/W= RIGHT OF WAY
 - M.B. = MAP BOOK
 - = TO BE ONE PARCEL
 - IRF = IRON REBAR FOUND
 - BSL = BUILDING SETBACK LINE
 - D.F. = DRAINFIELD
 - EASE. = EASEMENT

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 2 OF 6



ACRES OF VIRGINIA, INC.
 SURVEYORS ENGINEERS PLANNERS & SOIL CONSULTANTS
 www.acresofvirginia.com

LYNCHBURG OFFICE:
 404 CLAY STREET
 LYNCHBURG, VA. 24504
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 FAX (434) 848-1048

AMHERST OFFICE:
 SURVEYING & PLANNING
 114 LEXINGTON TURNPIKE
 AMHERST, VA. 24521
 OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: RAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-18 AND 16-B-1 DATA COLLECTOR

DRAWING INSERT 1"=100'

LEESVILLE LAKE
 SHEET 6 OF 6
 SHEET 5 OF 6
 3RD EAGLE POINTE SHORES PHASE 1

LOT 97
 1.092 ACRES

LOT 96
 0.887 ACRES

PARCEL "D"
 48.920 ACRES

LOT 84
 1.086 ACRES

LOT 83
 1.806 ACRES

LOT 82
 1.847 ACRES

PARCEL "D"
 48.920 ACRES

GARRISON RIDGE
 160' R/W

EAGLE POINTE SHORES PHASE 1

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

APPROXIMATE LIMIT OF FLOOD HAZARD ZONE "A" AS SCALED FROM THE FLOOD INSURANCE RATE MAP

APPROXIMATE LIMITS OF WETLAND AREA SEE NOTE #2

OLD FRAME DWELLING

WETLAND AREA SEE NOTE #2

DRAINFIELD EASEMENT FOR LOT 55 (SEE PHASE 1 FOR DETAILED INFORMATION)

DRAINFIELD EASEMENT FOR LOT 56 (SEE PHASE 1 FOR DETAILED INFORMATION)

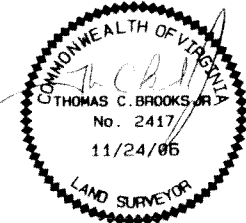
20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT

30' PRIVATE UTILITY EASEMENT AND 30' INGRESS AND EGRESS EASEMENT TO DRAINFIELD AREAS FOR MAINTENANCE PURPOSES.

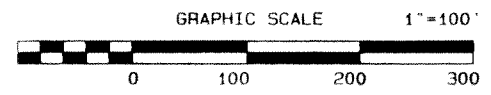
LEGEND:

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- D.F. = DRAINFIELD
- EASE. = EASEMENT

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 3 OF 6



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 2.

ACRES OF VIRGINIA, INC.
 SURVEYORS' ENGINEERS' PLANNERS & SOIL CONSULTANTS
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 AMHERST, VA. 24521
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SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRENA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

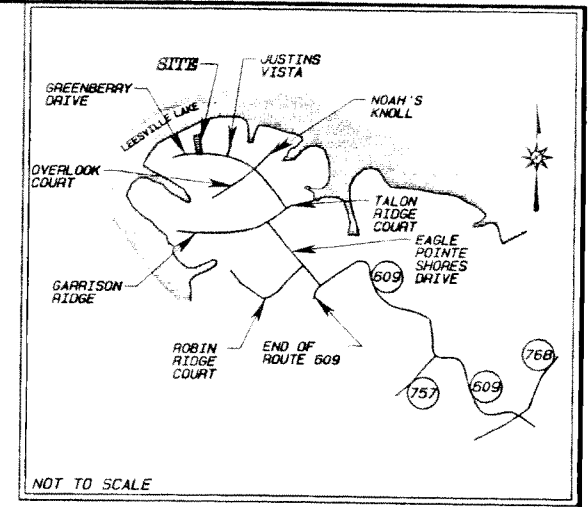
SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-1B AND 16-B-1 DATA COLLECTOR



NOTES:

- THIS PLAT WAS PREPARED AT THE REQUEST OF CAPITAL CREEK INVESTMENTS.
- NO DETERMINATION OF WETLANDS WAS REQUESTED OF, NOR WAS ANY DETERMINATION/DELINEATION MADE BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR OF THIS PLAT DOES NOT ADDRESS THE EXISTENCE OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS IN OR AROUND THE BOUNDARIES OF THIS PROPERTY.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES OR IMPROVEMENTS ON THIS PROPERTY. ALL ADJOINING OWNERS ARE NOW OR FORMER OWNERS.
- THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE "X" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY A.K.A. F.E.M.A. AND SHOWN ON THEIR FLOOD INSURANCE RATE MAP. NO CERTIFICATION BY THIS SURVEYOR IS MADE TO THE ACCURACY OF THEIR MAP.
- IN PROVIDING THIS PLAT NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
- IF THE SURVEYORS SIGNATURE ON THIS PLAT IS NOT SIGNED WITH BLUE INK, THIS PLAT IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES AND IS CERTIFIED SOLELY THE PERSON(S) OR ENTITIES FOR WHOM THE PLAT WAS PREPARED.
- ANY SUBAQUEOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY MAY BE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP. THEREFORE THE AREA SHOWN ON THIS PLAT IS PLUS OR MINUS AND IS INCLUSIVE OF ANY SUBAQUEOUS BEDS UNLESS OTHERWISE NOTED.
- IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER. ACCORDINGLY, ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RESEARCH OR PLAT PREPARATION OR AS DENOTED ON THIS PLAT, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY RESPONSIBILITY (MONETARY OR OTHERWISE) FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAT AS WELL AS ANY GRAVES OR GRAVE MARKERS THAT HAVE BEEN SHOWN.
- PRIOR TO THE IMPROVEMENT OR DISTURBANCE OF ANY LOT IN THE COUNTY BY ANY PERSON(S) OR ENTITY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS, PERMITS, ETC. STATE AND FEDERAL AGENCIES SHALL ALSO BE CONTACTED PRIOR TO ANY IMPROVEMENT OR DISTURBANCE TO THE PROPERTY, BY ANY PERSON OR ENTITY, CONCERNING BUT NOT LIMITED TO ALL OF THE AFOREMENTIONED REASONS AND TO INSURE THAT THEY COMPLY WITH THE CURRENT LAWS GOVERNING THE DISTURBANCE OR IMPROVEMENT OF THE PROPERTY. THE AFOREMENTIONED TASKS ARE NOT THE RESPONSIBILITY ACRES OF VIRGINIA INC. AND THIS SURVEYOR BUT ARE SOLELY THE RESPONSIBILITY OF THE PERSON(S) OR ENTITY CONDUCTING THE IMPROVEMENT OR DISTURBANCE. WE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY DAMAGES, FINES OR OTHER MONETARY/CIVIL/CRIMINAL PENALTIES RESULTING FROM NON-COMPLIANCE WITH LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS.
- NOTICE IS GIVEN TO ANY PERSON(S) OR ENTITY THAT BY USING THIS PLAT OR ANY PORTION THEREOF YOU ACKNOWLEDGE THAT YOU HAVE READ, REVIEWED AND UNDERSTAND THE NOTES AND CONTENTS SHOWN ON THIS PLAT AND AGREE TO HOLD HARMLESS AND FREE FROM ANY LIABILITY ACRES OF VIRGINIA INC. ITS EMPLOYEES AND THIS SURVEYOR FOR INFORMATION NOT SHOWN OR PROVIDED BEYOND THE SERVICES REQUESTED. IT IS UNDERSTOOD THAT THIS PLAT SHOWS AND REPRESENTS THE EXTENT OF SERVICES AS REQUESTED. THIS INCLUDES BUT IS NOT LIMITED TO ANY CONTRACT PURCHASER AND PERSON(S) OR ENTITY THAT REQUESTED OR RENDERED PAYMENT FOR THE SERVICES.
- THIS PROPERTY IS ZONED (RPD) RESIDENTIAL PLANNED UNIT DEVELOPMENT.
- MINIMUM SETBACK REQUIREMENTS (SEE SEC. 35-298 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
 - FRONT SETBACK
THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES OR STOOPS OR ANY ACCESSORY BUILDINGS) SHALL BE THIRTY-FIVE (35) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
 - SIDE SETBACK
THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
 - REAR SETBACK
THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOOPS, OR ACCESSORY BUILDING) SHALL BE A MINIMUM OF THIRTY (30) FEET. FOR PROPERTY BORDERING SMITH MOUNTAIN LAKE AND OTHER LAKES 100 ACRES OR GREATER IN SIZE, THE DISTANCE WILL BE MEASURED FROM THE RECOGNIZED FULL POND LEVEL.
- THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE.
- DUE TO ITS PRIVATE AND GATED STATUS, THIS SUBDIVISION HAS A HOME OWNERS ASSOCIATION (HOA) PLEASE SEE THE HOME OWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY, VIRGINIA FOR COVENANTS AND RESTRICTIONS.

- LEGEND:
- R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - ← = TO BE ONE PARCEL
 - BSL = BUILDING SETBACK LINE
 - INSTR. = INSTRUMENT
 - NO. = NUMBER
 - IRS = IRON REBAR SET



CURVE DATA:

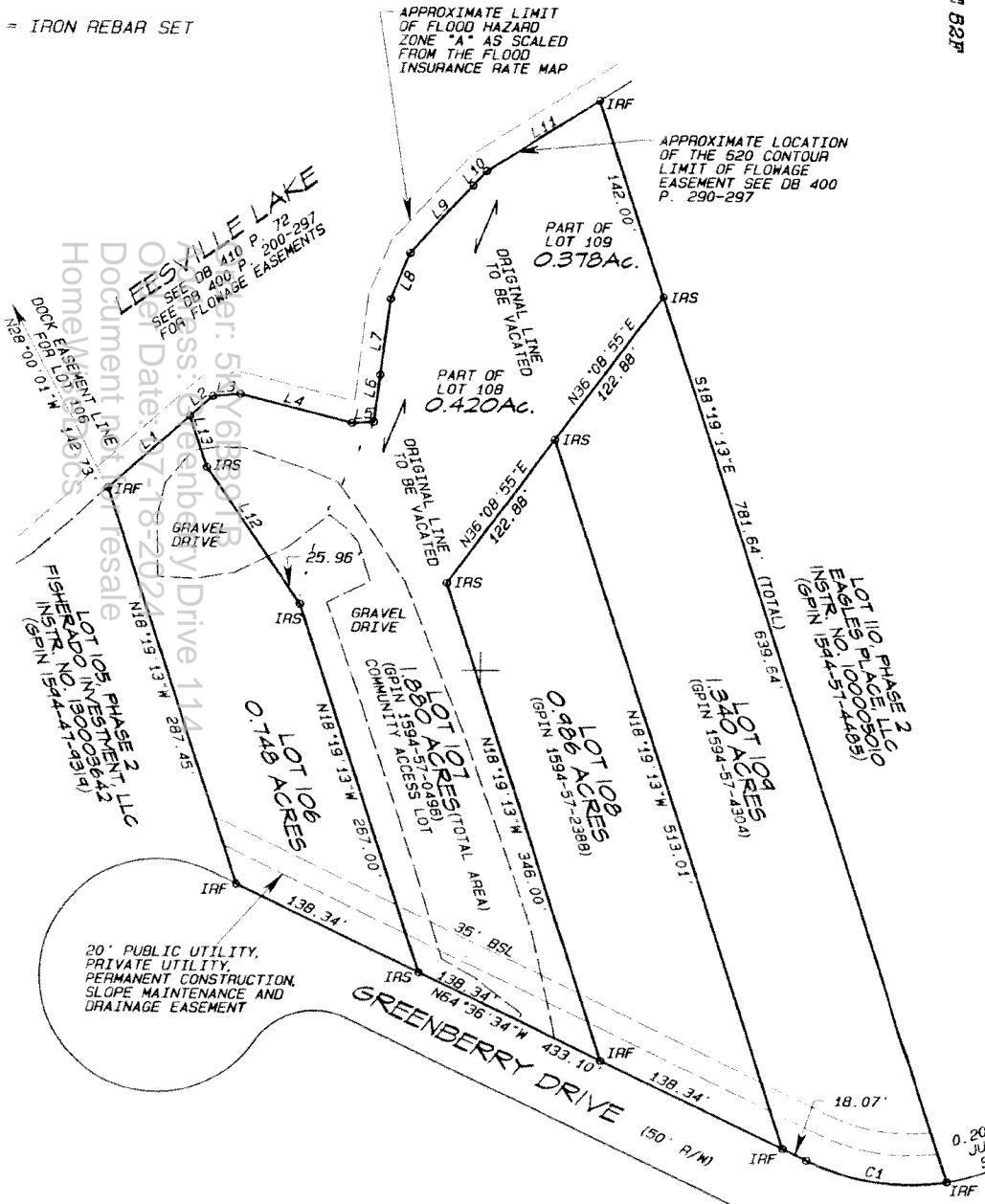
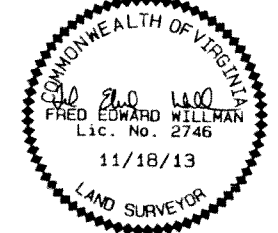
LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	35°04'31"	160.73'	98.40'	96.87'	N82°08'50"W

LINE LEGEND:

LINE	BEARING	DISTANCE
L1	N47°49'42"E	74.31'
L2	N47°49'42"E	20.57'
L3	N85°09'47"E	18.65'
L4	S75°58'39"E	78.82'
L5	N86°22'59"E	14.95'
L6	N06°59'01"E	32.82'
L7	N06°59'01"E	52.89'
L8	N21°58'50"E	34.25'
L9	N42°11'00"E	63.47'
L10	N42°11'00"E	13.83'
L11	N57°21'49"E	90.78'
L12	N34°42'58"W	113.48'
L13	N18°19'13"W	37.23'

SOURCE OF TITLE: LOTS 106, 107, 108 & 109
INSTRUMENT NUMBER 100005010

THIS PLAT WAS PREPARED (NOVEMBER 18, 2013) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



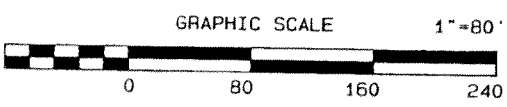
APPROVING AUTHORITY:
[Signature] 12/11/13
CHAIRMAN OR AGENT,
PITTSYLVANIA COUNTY BOARD OF SUPERVISORS / DATE

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES, IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

[Signature]
EAGLES PLACE, LLC/AGENT

STATE OF *VA* City/COUNTY OF *Pittsylvania*
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS *12/11/13* BY *Wanda McFalls Walker*
NOTARY PUBLIC
REGISTRATION NO. *7501893*
MY COMMISSION EXPIRES *6-30-2015*

WANDA MCFALLS WALKER
Notary Public
Commonwealth of Virginia
7501893
My Commission Expires Jun 30, 2015



ACRES OF VIRGINIA, INC.
ENGINEERS/SURVEYORS/PLANNERS
ENVIRONMENTAL/SOIL CONSULTANTS/GEOTECHNICAL
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FAX (434) 845-1046

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SURVEYING AND PLANNING
357 S. MAIN STREET
AMHERST, VA. 24521
OFFICE (434) 946-5540

RE-SUBDIVISION PLAT SHOWING
LOTS 106, 107, 108 & 109 PHASE II

Eagle Pointe Shores

CALLANDS GREYNA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA

SCALE: 1"=80' DATE: NOVEMBER 18, 2013
COMM. NO. 13747/A13747-SERVER-NEWJOBS2013
GPN 1594-57-0496, 2388, 4304 COPYRIGHTED ©

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES, IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

TO WIT: STATE OF _____ CITY / COUNTY OF _____
 _____ A NOTARY PUBLIC IN AND FOR THE CITY / COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED HERETO HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVING AUTHORITY

PITTSYLVANIA COUNTY HEALTH DEPARTMENT / DATE
 THE APPROVED ON-SITE SEWAGE SYSTEM SITES ARE NOT SHOWN ON THIS PLAT. THOSE SITES ARE SHOWN ON A SEPARATE PLAT ON FILE IN THE OFFICE OF PITTSYLVANIA COUNTY HEALTH DEPARTMENT

CHAIRMAN OR AGENT,
 PITTSYLVANIA COUNTY BOARD OF SUPERVISORS / DATE

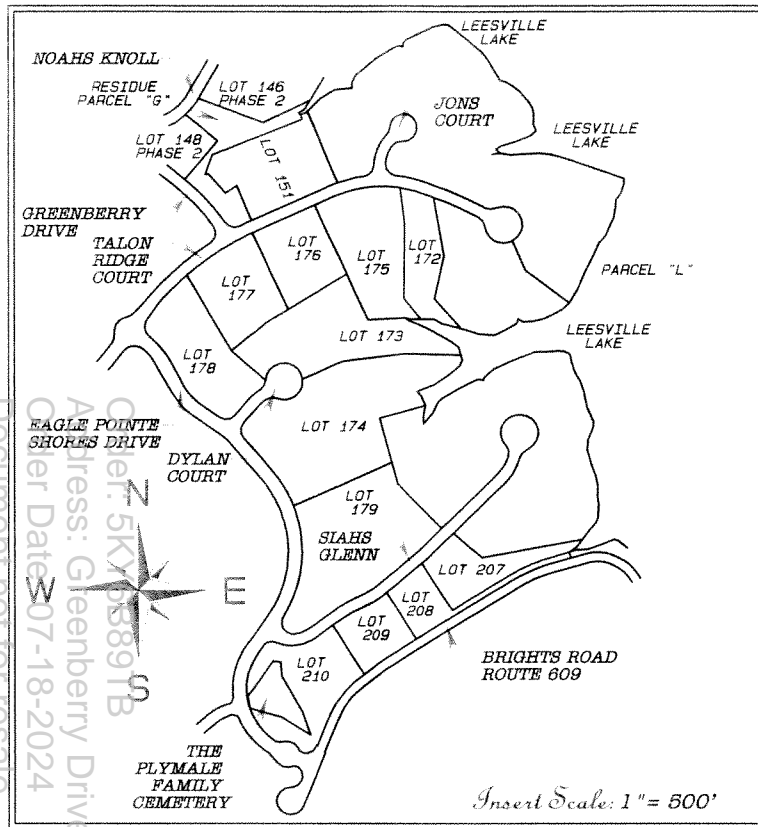
NOTES:

- THIS PLAT WAS PREPARED FOR EAGLE POINT SHORES LLC.
- NO DETERMINATION OF WETLANDS WAS MADE BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR NOR WERE ANY ENVIRONMENTALLY SENSITIVE AREAS IDENTIFIED OR DELINEATED BY ACRES OF VIRGINIA INC. OR THIS SURVEYOR. HOWEVER, A WETLANDS DELINEATION WAS MADE BY RESOURCE INTERNATIONAL, LTD. OF ASHLAND VIRGINIA DATED AUGUST 2009. THE DELINEATED WETLAND AREAS WERE MARKED IN THE FIELD. ACRES OF VIRGINIA LOCATED THE AREAS DELINEATED BY RESOURCE INTERNATIONAL AND HAVE SHOWN THE AREAS LOCATED ON THIS PLAT ACRES OF VIRGINIA INC. AND THIS SURVEYOR DO NOT GUARANTEE THE ACCURACY OF THE WETLANDS DELINEATION AND AS SUCH THE AREAS SHOWN ARE APPROXIMATE.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES OR IMPROVEMENTS ON THIS PROPERTY. ALL ADJOINING OWNERS ARE NOW OR FORMERLY.
- A PORTION OF THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE "A" AS DETERMINED BY F.E.M.A. AND SHOWN ON THEIR MAP. NO CERTIFICATION BY THIS SURVEYOR IS MADE TO THE ACCURACY OF THE FLOOD INSURANCE RATE MAP.
- IN PROVIDING THIS PLAT NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
- IF THE SURVEYORS SIGNATURE ON THIS PLAT IS NOT SIGNED WITH BLUE INK, THIS PLAT IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES.
- ANY SUBAQUEOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY MAY BE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP, THEREFORE THE AREA SHOWN ON THIS PLAT IS PLUS OR MINUS AND IS INCLUSIVE OF ANY SUBAQUEOUS BEDS UNLESS OTHERWISE NOTED.
- IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER. ACCORDINGLY, ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RESEARCH OR PLAT PREPARATION OR AS DENOTED ON THIS PLAT, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY FINANCIAL RESPONSIBILITY FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAT.
- PRIOR TO THE IMPROVEMENT OF ANY LOT IN THE COUNTY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS.
- THIS PROPERTY IS ZONED (RPD) RESIDENTIAL PLANNED UNIT DEVELOPMENT.
- MINIMUM SETBACK REQUIREMENTS (SEE SEC. 35-298 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
 - FRONT SETBACK
 THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOODS OR ACCESSORY BUILDINGS) SHALL BE THIRTY-FIVE (35) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
 - SIDE SETBACK
 THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOODS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
 - REAR SETBACK
 THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOODS, OR ACCESSORY BUILDING) SHALL BE A MINIMUM OF THIRTY (30) FEET FOR PROPERTY BORDERING SMITH MOUNTAIN LAKE AND OTHER LAKES 100 ACRES OR GREATER IN SIZE. THE DISTANCE WILL BE MEASURED FROM THE RECOGNIZED FULL POND LEVEL.
- THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE. PLEASE SEE NOTE 14.
- DUE TO ITS PRIVATE AND GATED STATUS, THIS SUBDIVISION WILL HAVE A HOME OWNERS ASSOCIATION (HOA). PLEASE SEE THE HOME OWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY VIRGINIA FOR COVENANTS AND RESTRICTIONS.
- IRON REBARS WERE SET AT ALL CORNERS UNLESS OTHERWISE NOTED. NO CORNERS WERE SET BELOW THE 620 CONTOUR.

SEE DEED BOOK 1070 PAGE 505, DEED BOOK 1490 PAGE 707 AND DEED BOOK 1521 PAGE 534 FOR RELATED SOURCE OF TITLE INFORMATION.

SOURCE OF TITLE:
 THIS PROPERTY WAS CONVEYED TO EAGLE POINT SHORES LLC BY DEED RECORDED IN INSTR. NO. 060002121 AND 070004807 IN THE CLERKS OFFICE OF PITTSYLVANIA COUNTY VIRGINIA.

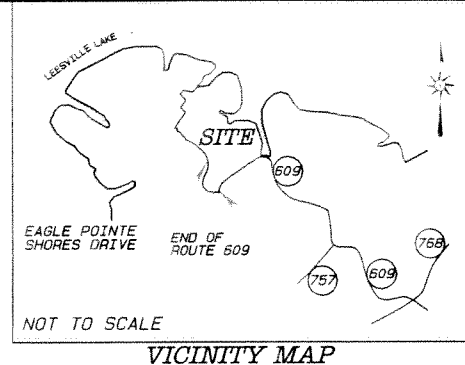
Eagle Point Shores Phase 3



Document not for resale
 HomeWiseDocs
 Address: Greenberry Drive 114
 Office: 5K1P5891B
 Call Date: 07-18-2024

CURVE DATA:

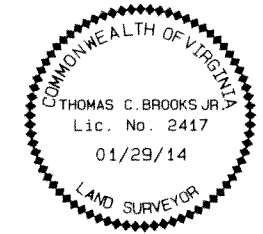
LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	4°59'53"	590.56	51.52	51.50	S68°01'36"W
C2	2°29'53"	1250.29	54.51	54.51	S64°16'43"W
C3	82°39'02"	50.00	72.13	66.03	N75°38'42"W
C4	15°45'52"	875.00	240.75	239.99	N42°12'07"W
C5	23°58'19"	80.00	33.47	33.23	S88°55'39"W
C6	73°41'03"	80.00	102.88	95.94	S40°05'56"W
C7	55°16'24"	50.00	48.24	46.39	S30°53'31"W
C8	17°32'07"	200.00	61.21	60.97	S49°15'19"W
C9	84°01'20"	50.00	73.32	66.93	S82°29'56"W
C10	22°24'03"	270.00	105.56	104.89	N44°17'23"W
C11	4°27'27"	270.00	21.01	21.00	N30°51'38"W
C12	25°12'05"	274.11	120.57	119.60	N41°13'57"W
C13	90°00'00"	54.50	85.60	77.07	N08°49'59"W
C14	7°53'18"	1200.29	165.25	165.12	N44°36'04"E
C15	10°45'08"	1200.29	225.25	224.92	N53°55'17"E
C16	5°00'56"	1200.29	105.07	105.04	N61°48'19"E
C17	1°12'53"	1200.29	25.45	25.45	N64°55'13"E
C18	32°52'03"	540.56	310.09	305.86	N81°57'41"E
C19	9°13'15"	540.56	87.00	86.90	S76°59'40"E
C20	2°34'23"	1558.76	70.45	70.44	S71°05'51"E
C21	16°07'08"	697.25	196.16	195.51	N66°08'21"E
C22	16°07'08"	671.61	188.94	188.32	S66°08'21"W
C23	5°17'30"	680.01	62.80	62.78	S55°26'02"W
C24	30°31'55"	396.47	211.27	208.78	S37°31'19"W
C25	73°31'47"	50.00	64.17	59.85	S59°01'16"W
C26	55°54'11"	25.00	24.39	23.44	N56°15'45"W
C27	63°34'50"	50.00	55.48	52.68	N60°06'05"W
C28	93°32'17"	272.81	445.38	397.54	N11°38'19"W
C29	77°01'50"	50.00	67.22	62.27	N73°38'46"E
C30	58°01'43"	172.78	174.99	167.61	N83°08'49"E
C31	10°05'22"	475.00	83.64	83.54	N59°10'39"E
C32	13°45'33"	325.00	78.05	77.86	N57°20'33"E
C33	5°24'10"	325.00	30.85	30.83	N47°45'42"E
C34	5°24'10"	275.00	25.93	25.92	S47°45'42"W
C35	13°45'33"	275.00	66.04	65.88	S57°20'33"W
C36	10°05'22"	525.00	92.45	92.33	S59°10'39"W
C37	29°17'26"	122.78	62.77	62.09	S68°46'41"W
C38	127°34'49"	50.00	111.33	89.72	N32°47'12"W
C39	52°03'23"	557.30	506.33	489.10	N04°58'31"E
C40	19°42'42"	557.30	191.73	190.78	N30°54'31"W
C41	81°15'08"	50.00	70.91	65.11	N00°08'18"W
C42	17°32'07"	150.00	45.91	45.73	N49°15'19"E
C43	55°16'24"	50.00	48.24	46.39	N85°09'14"E
C44	95°40'26"	80.00	133.59	118.60	N64°57'06"E
C45	24°44'28"	80.00	34.54	34.28	N04°44'39"E
C46	71°27'38"	80.00	99.78	93.44	N43°21'23"W
C47	17°20'04"	295.00	89.25	88.91	N38°35'38"E



LINE LEGEND:

LINE	BEARING	DISTANCE
L1	S31°34'21"W	49.38'
L2	S61°07'25"W	29.53'
L3	S54°16'11"E	12.13'
L4	S20°46'04"E	21.00'
L5	S85°28'02"W	15.00'
L6	N69°13'56"E	26.26'
L7	N44°02'58"E	7.26'
L8	N75°00'34"W	85.07'
L9	N59°07'32"W	39.55'
L10	N89°44'33"W	54.78'
L11	N89°44'33"W	52.18'
L12	N77°12'11"W	23.51'
L13	N31°47'02"W	6.18'
L14	S22°15'22"W	9.32'
L15	N50°27'47"E	10.62'

THIS PLAT WAS PREPARED (JANUARY 29, 2014) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 1 OF 3

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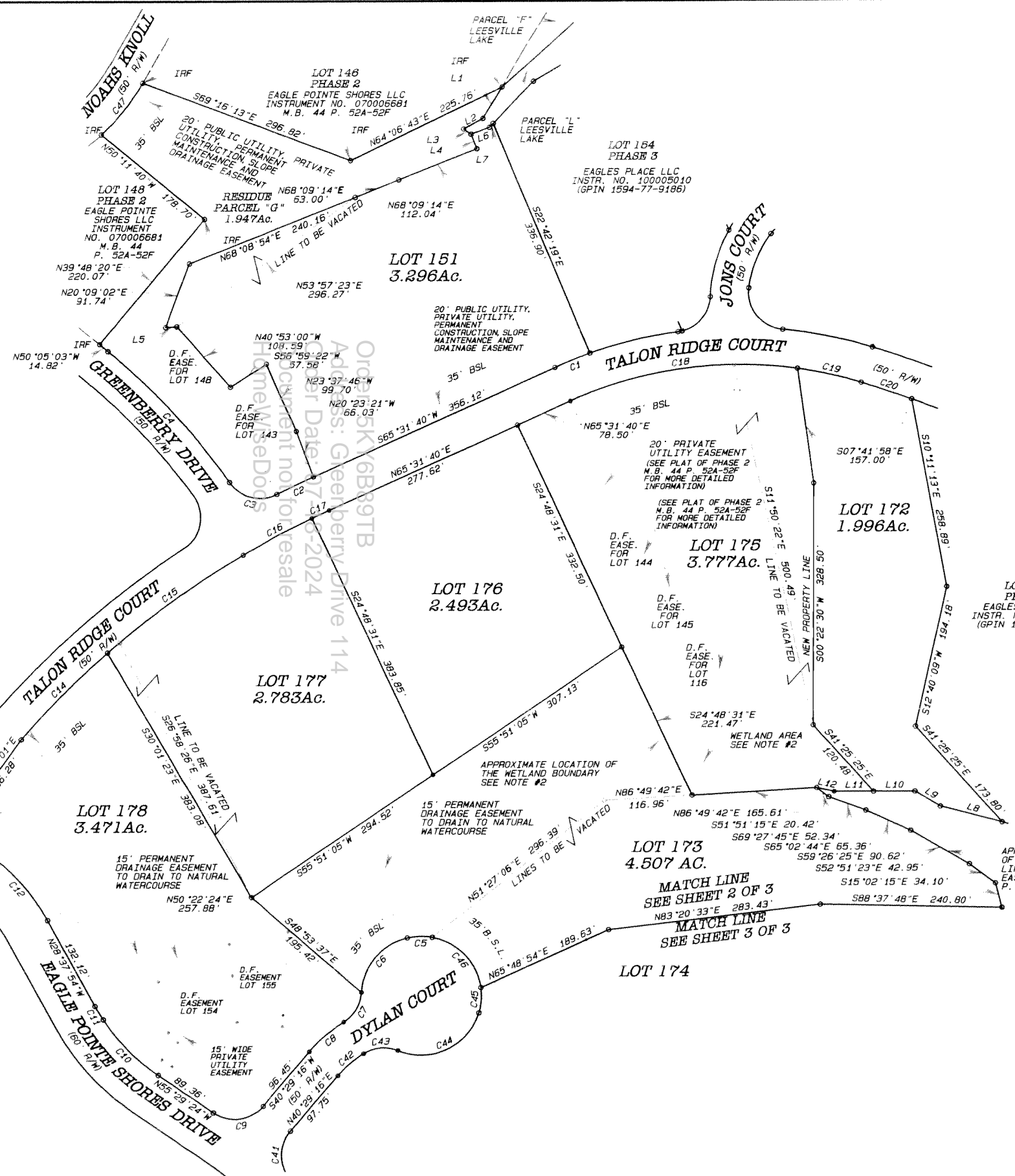
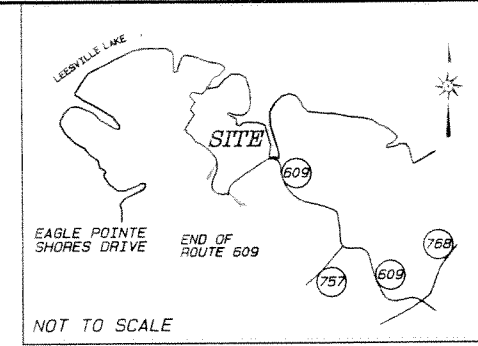
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 OFFICE (434) 528-4674
 FAX (434) 645-1048

AMHERST OFFICE:
 SURVEYING AND PLANNING
 357 SOUTH MAIN STREET
 AMHERST, VA 24302
 OFFICE (434) 346-5540

SUBDIVISION PLAT SHOWING PHASE 3
 LOTS 151 THRU 153, 175 THRU 181

Eagle Point Shores
 GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014
 COMM. NO. 14513/A14513-SERVER-NEWJOBS2014
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- LEGEND:
- BSL = BUILDING SETBACK LINE
 - R/W = RIGHT OF WAY
 - M.B. = MAP BOOK
 - P. = PAGE
 - D.F. = DRAINFIELD
 - DB = DEED BOOK
 - = TO BE ONE LOT
 - = LINES TO BE VACATED
 - = LINES TO BE VACATED

THIS PLAT WAS PREPARED (JANUARY 29, 2014) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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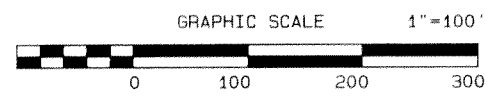
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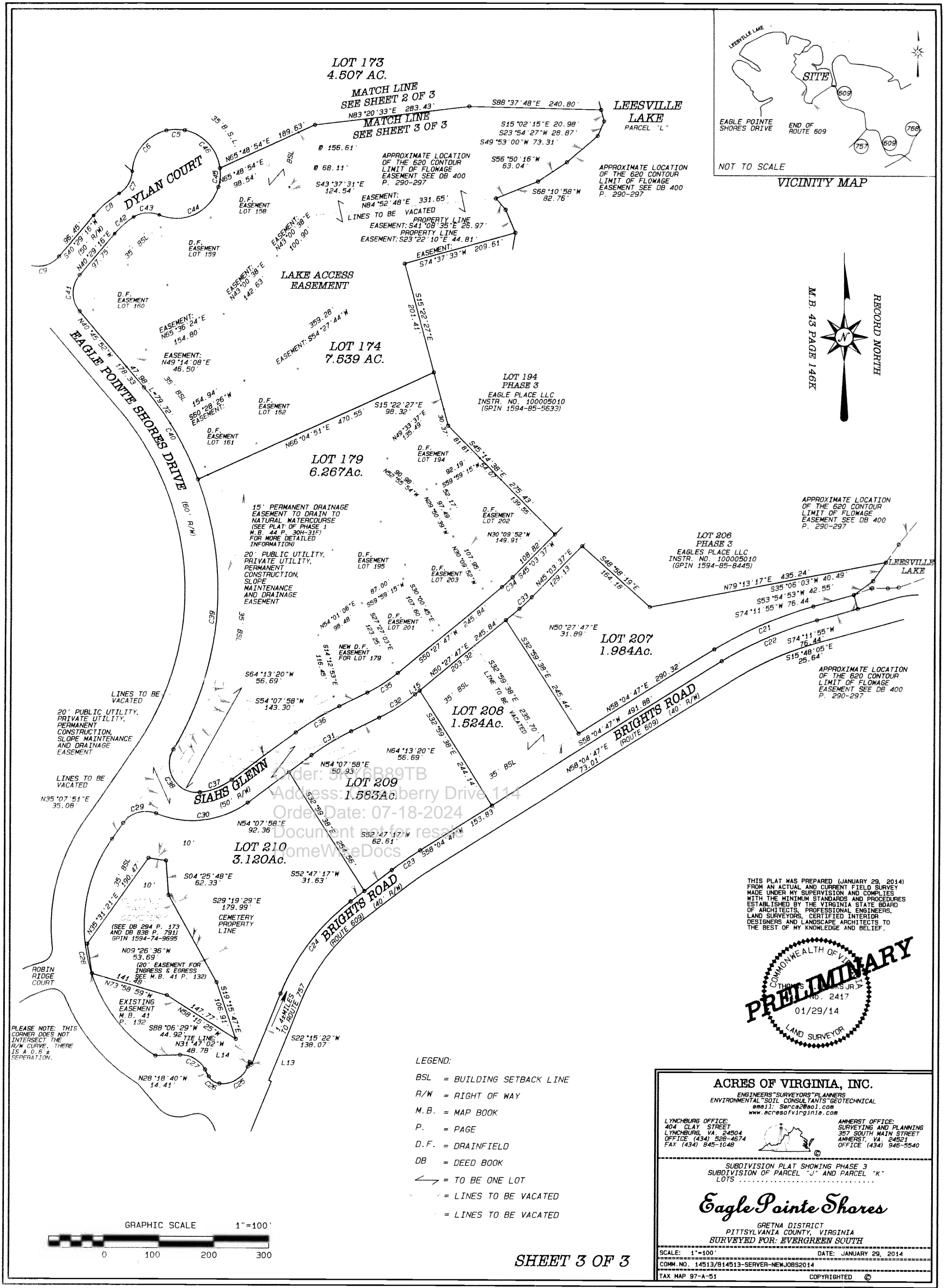
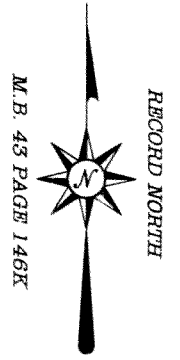
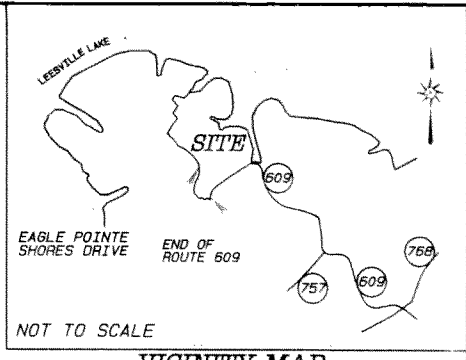
SUBDIVISION PLAT SHOWING PHASE 3 LOTS

Eagle Pointe Shores

GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014
 COMM. NO. 14513/A14513-SERVER-NEWJOBS2014
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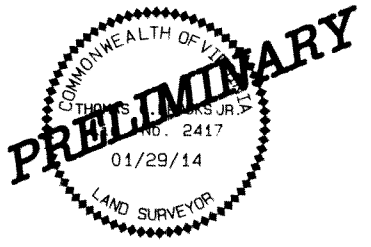


APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

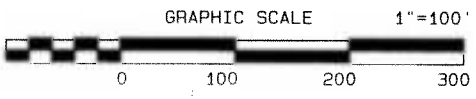
APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

THIS PLAT WAS PREPARED (JANUARY 29, 2014) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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 AMHERST, VA 24521
 OFFICE (434) 946-5540

SUBDIVISION PLAT SHOWING PHASE 3
 SUBDIVISION OF PARCEL "J" AND PARCEL "K"
 LOTS

Eagle Pointe Shores
 GRETTA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EVERGREEN SOUTH

SCALE: 1"=100' DATE: JANUARY 29, 2014
 COMM. NO. 14513/814513-SERVER-NEWJOBS2014
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THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (SEE TITLE BLOCK AND NOTES) ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS PROPRIETORS AND TRUSTEES. IF ANY, THE STATEMENT SHALL BE SIGNED BY SUCH PERSONS AND DULY ACKNOWLEDGED BEFORE AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENT OF DEEDS.

KYLE GOLDSMITH / AGENT FOR EAGLE POINTE SHORES LLC EDWARD N. PLYMALE / AGENT FOR EAGLE POINTE SHORES LLC

TO WIT: STATE OF Virginia CITY / COUNTY OF Pittsylvania AND FOR THE CITY / COUNTY AND STATE AFORESAID, I, BONNA MOORE, NOTARY PUBLIC, HERETO HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS 06/06/07 DAY OF June, 2007. My Commission Expires Dec 31, 2009

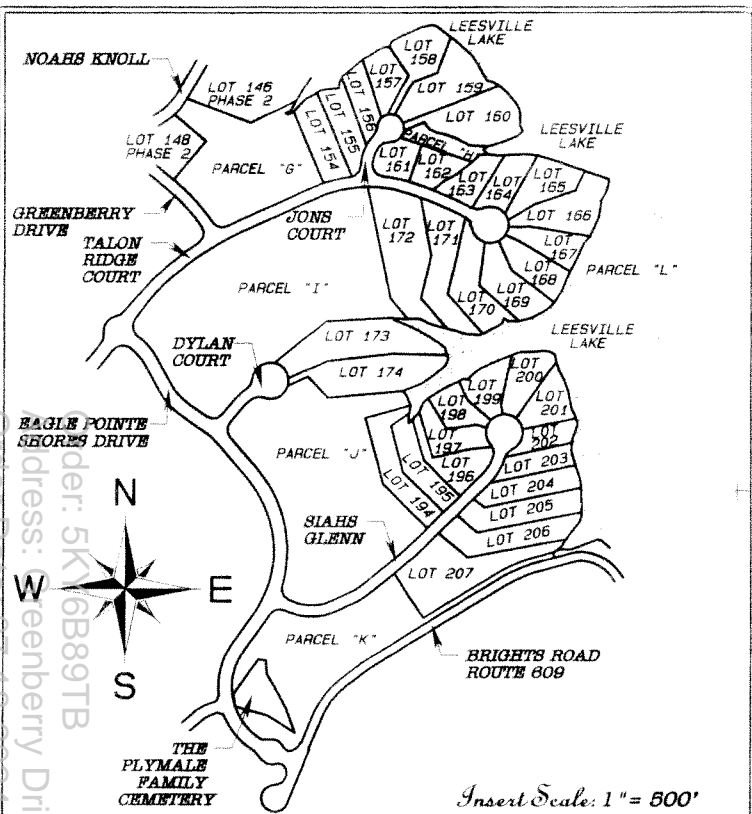
APPROVING AUTHORITY

PITTSYLVANIA COUNTY HEALTH DEPARTMENT / DATE THE APPROVED ONSITE SEWAGE SYSTEM SITES ARE NOT SHOWN ON THIS PLAT. THOSE SITES ARE SHOWN ON A SEPARATE PLAT ON FILE IN THE OFFICE OF PITTSYLVANIA COUNTY HEALTH DEPARTMENT. CHAIRMAN OR AGENT, 10-23-07 PITTSYLVANIA COUNTY BOARD OF SUPERVISORS / DATE

NOTES:

- 1. THIS PLAT WAS PREPARED FOR EAGLE POINTE SHORES LLC.
2. NO DETERMINATION OF WETLANDS WAS MADE BY ACRES OF VIRGINIA, INC. OR THIS SURVEYOR.
3. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
4. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES, RESTRICTIVE COVENANTS, RESTRICTIONS, EASEMENTS, INTERESTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. A PORTION OF THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE 'A' AS DETERMINED BY U.S.D.H.U.O. FEDERAL INSURANCE ADMINISTRATION AND SHOWN ON THEIR MAP.
6. IN PROVIDING THIS PLAT NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
7. IF THE SURVEYORS SIGNATURE ON THIS PLAT IS NOT SIGNED WITH BLUE INK, THIS PLAT IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES.
8. ANY SUBAQUEOUS BEDS LOCATED WITHIN THE BOUNDARIES OF THIS PROPERTY ARE THE PROPERTY OF THE COMMONWEALTH OF VIRGINIA. THIS SURVEYOR HAS MADE NO ATTEMPT TO DETERMINE SAID OWNERSHIP, THEREFORE THE AREA SHOWN ON THIS PLAT IS PLUS OR MINUS AND IS INCLUSIVE OF ANY SUBAQUEOUS BEDS UNLESS OTHERWISE NOTED.
9. IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER, ACCORDINGLY ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL IDENTIFIED DURING THE SURVEY, PROPERTY RESEARCH OR PLAT PREPARATION OR AS DENOTED ON THIS PLAT, ACRES OF VIRGINIA, INC. AND THIS SURVEYOR EXPRESSLY DISCLAIM ANY FINANCIAL RESPONSIBILITY FOR THE DESTRUCTION OR DISRUPTION OF ANY GRAVES OR GRAVE MARKERS THAT MAY NOT HAVE BEEN DETECTED OR SHOWN ON THIS PLAT.
10. PRIOR TO THE IMPROVEMENT OF ANY LOT IN THE COUNTY THE PLANNING SHALL BE CONTINGENT UPON THE CITY ENGINEER, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS.
11. THIS PROPERTY IS ZONED (RPD) RESIDENTIAL PLANNED UNIT DEVELOPMENT.
12. MINIMUM SETBACK REQUIREMENTS (SEE SEC. 35-296 OF THE PITTSYLVANIA COUNTY ZONING ORDINANCE)
A. FRONT SETBACK
THE MINIMUM FRONT SETBACK FROM THE NEAREST POINT OF ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES OR STOODS OR ANY ACCESSORY STRUCTURE) SHALL BE FIVE (5) FEET FROM THE EDGE OF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.
B. SIDE SETBACK
THE MINIMUM SIDE SETBACK, THE DISTANCE FROM THE SIDE PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOODS, OR ACCESSORY BUILDING) SHALL BE TEN (10) FEET.
C. REAR SETBACK
THE MINIMUM REAR SETBACK, THE DISTANCE FROM THE REAR PROPERTY LINE OF A LOT TO THE NEAREST POINT ON ANY DWELLING OR PRINCIPAL STRUCTURE (INCLUDING PORCHES, STOODS, OR ACCESSORY BUILDING) SHALL BE A MINIMUM OF THIRTY (30) FEET. FOR PROPERTY BORDERING SMITH MOUNTAIN LAKE AND OTHER LAKES 100 FEET OR GREATER IN SIZE, THE DISTANCE WILL BE MEASURED FROM THE RECOGNIZED FULL POND LEVEL.
13. THE STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS FOR EACH AND EVERY LOT OWNER AND THEIR INVITEES. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE. PLEASE SEE NOTE 14.
14. DUE TO ITS PRIVATE AND GATED STATUS, THIS SUBDIVISION WILL HAVE A HOME OWNERS ASSOCIATION (HOA). PLEASE SEE THE HOME OWNERS ASSOCIATION AGREEMENT RECORDED IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY VIRGINIA FOR COVENANTS AND RESTRICTIONS.
15. IRON REBARs WERE SET AT ALL CORNERS UNLESS OTHERWISE NOTED. NO CORNERS WERE SET BELOW THE 620 CONTOUR.
16. PARCELS 'G', 'H', 'I', 'J', 'K' AND 'L' WILL BE PROPERTY OF THE HOME OWNERS ASSOCIATION.
SEE DEED BOOK 1070 PAGE 505, DEED BOOK 1490 PAGE 707 AND DEED BOOK 1521 PAGE 534 FOR RELATED SOURCE OF TITLE INFORMATION.
SOURCE OF TITLE: THIS PROPERTY WAS CONVEYED TO EAGLE POINTE SHORES LLC BY DEED RECORDED IN INSTR. NO. 060002121 AND 070004807 IN THE CLERKS OFFICE OF PITTSYLVANIA COUNTY VIRGINIA.

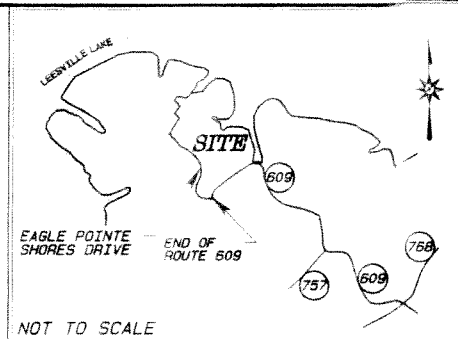
Eagle Pointe Shores Phase 3



Order Date: 07/10/07 Document not for resale HomeWiseDocs

Address: 5K16B89TB Weeberry Drive

Insert Scale: 1" = 500'



VICINITY MAP

Table with 5 columns: LINE, DELTA, RADIUS, ARC, CHORD, CHORD BEARING. Contains survey data for lines C1 through C25.

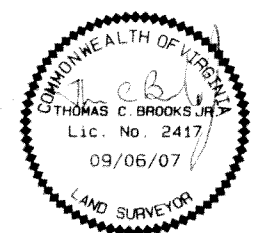
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Table with 5 columns: LINE, DELTA, RADIUS, ARC, CHORD, CHORD BEARING. Contains survey data for lines C51 through C75.

Table with 5 columns: LINE, DELTA, RADIUS, ARC, CHORD, CHORD BEARING. Contains survey data for lines C76 through C82.

Table with 3 columns: LINE, BEARING, DISTANCE. Contains survey data for lines L1 through L146.

THIS PLAT WAS PREPARED (SEPTEMBER 06, 2007) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 1 OF 4

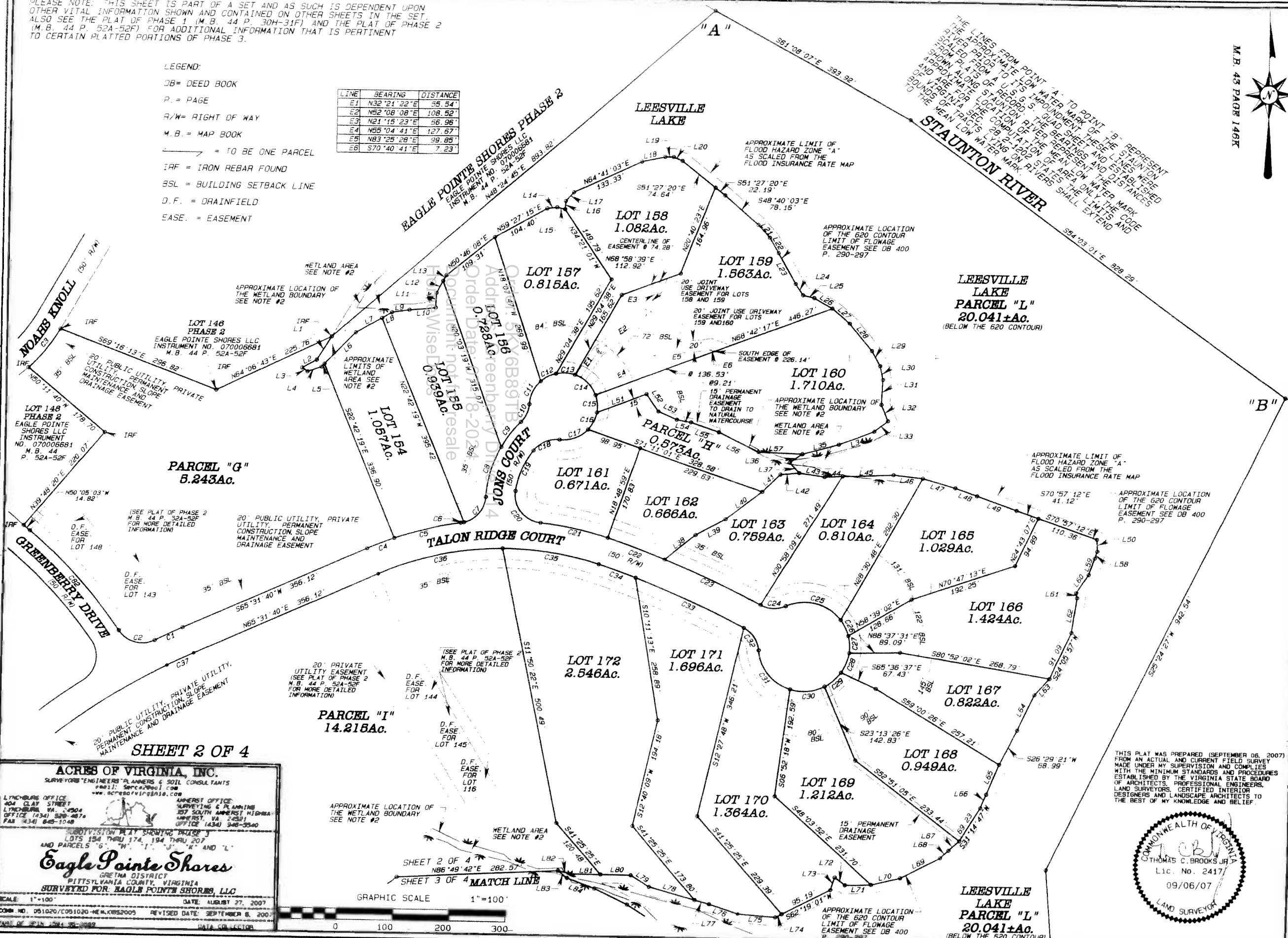
ACRES OF VIRGINIA, INC. SURVEYORS ENGINEERS PLANNERS & SOIL CONSULTANTS. LYNCHBURG OFFICE: 404 CLAY STREET, LYNCHBURG, VA. 24504. OFFICE (434) 528-4674. FAX (434) 845-1048. AMHERST OFFICE: SURVEYING & PLANNING 357 SOUTH AMHERST HIGHWAY AMHERST, VA. 24521. OFFICE (434) 546-5540. SUBDIVISION PLAT SHOWING PHASE 3 LOTS 154 THRU 174, 194 THRU 207 AND PARCELS 'G', 'H', 'I', 'J', 'K' AND 'L'. Eagle Pointe Shores PITTSYLVANIA COUNTY, VIRGINIA SURVEYED FOR: EAGLE POINTE SHORES, LLC DATE: AUGUST 27, 2007 REVISED DATE: SEPTEMBER 6, 2007 COMM NO. 051020/C051020-NEWJOBS2005 PART OF GPIN 1994-96-3689 DATA COLLECTOR

PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 (M.B. 44 P. 30H-31F) AND THE PLAT OF PHASE 2 (M.B. 44 P. 52A-52F) FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 3.

LEGEND:

- DB= DEED BOOK
- P. = PAGE
- R/W= RIGHT OF WAY
- M.B. = MAP BOOK
- = TO BE ONE PARCEL
- IRF = IRON REBAR FOUND
- BSL = BUILDING SETBACK LINE
- D.F. = DRAINFIELD
- EASE. = EASEMENT

LINE	BEARING	DISTANCE
E1	N32°21'22"E	55.54'
E2	N52°08'08"E	108.52'
E3	N21°15'23"E	56.96'
E4	N55°04'41"E	127.67'
E5	N83°25'28"E	99.85'
E6	S70°40'41"E	7.23'



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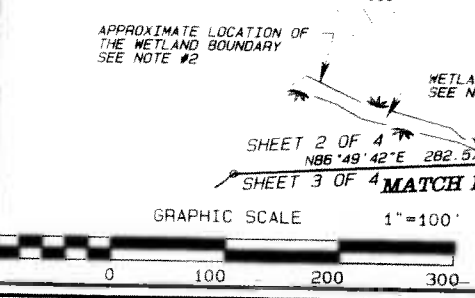
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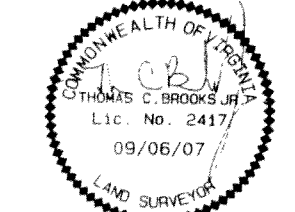
Subdivision Plat Showing Phase 3
 Lots 154 thru 174, 194, 207
 and Parcels "G", "H", "I", "J", "K" and "L"

Eagle Pointe Shores
 GRENA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE 1"=100' DATE: AUGUST 27, 2007
 COMB. NO. 051020/C051020-HE-052005 REVISED DATE: SEPTEMBER 8, 2007
 NAME OF SURV. 2784-25-0889 DATA OR LECTOR



THIS PLAT WAS PREPARED (SEPTEMBER 06, 2007) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE LINES FROM POINT "A" TO POINT "B" REPRESENT THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER. THESE LINES WERE LOCATED PRIOR TO ITS IMPROVEMENT. THESE LINES WERE SCALING ALONG THE STAUNTON RIVER BEARINGS AND ESTABLISHED APPROXIMATE LOCATION OF THE MEAN LOW WATER MARK AND ARE FOR THE LOCATION OF THE MEAN LOW WATER MARK OF THE STAUNTON RIVER. THE COMPUTATION OF AREA LOW WATER MARKS OF TRACTS Lying ON PLIVERS SHALL EXTEND TO THE MEAN LOW WATER MARK.

APPROXIMATE LIMIT OF FLOOD HAZARD ZONE "A" AS SCALED FROM THE FLOOD INSURANCE RATE MAP

APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

APPROXIMATE LIMIT OF FLOOD HAZARD ZONE "A" AS SCALED FROM THE FLOOD INSURANCE RATE MAP

APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

LEESVILLE LAKE PARCEL "L" 20.041±Ac. (BELOW THE 620 CONTOUR)

PARCEL "I"
14.218Ac.

LOT 173
2.266Ac.

LOT 174
2.010Ac.

PARCEL "J"
11.294Ac.

LOT 197
0.833Ac.

LOT 196
0.978Ac.

LOT 195
1.022Ac.

LOT 194
1.366Ac.

LOT 206
1.261Ac.

LOT 206
1.432Ac.

LOT 207
2.387Ac.

PARCEL "K"
7.337Ac.

LEESVILLE
LAKE
PARCEL "L"
20.041+Ac.
BELOW THE 620 CONTOUR

LOT 200
0.946Ac.

LOT 199
0.797Ac.

LOT 198
0.689Ac.

LOT 201
0.880Ac.

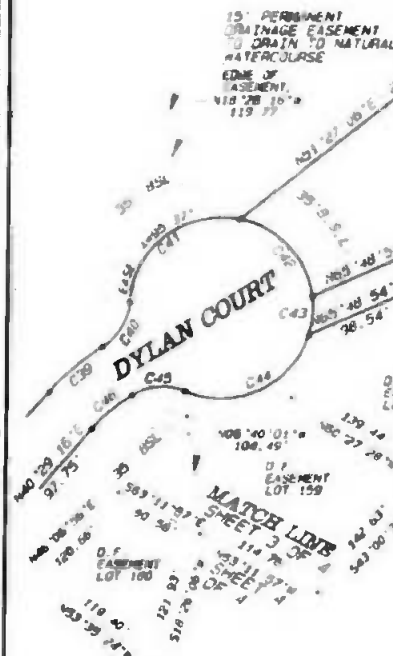
LOT 202
0.596Ac.

LOT 203
0.737Ac.

LOT 204
1.008Ac.

LOT 205
1.261Ac.

LOT 206
1.432Ac.



PLEASE NOTE: THIS SHEET IS PART OF A SET AND AS SUCH IS DEPENDENT UPON OTHER VITAL INFORMATION SHOWN AND CONTAINED ON OTHER SHEETS IN THE SET. ALSO SEE THE PLAT OF PHASE 1 (M.B. 44 P. 304-311) AND THE PLAT OF PHASE 2 (M.B. 44 P. 524-527) FOR ADDITIONAL INFORMATION THAT IS PERTINENT TO CERTAIN PLATTED PORTIONS OF PHASE 3.

APPROXIMATE LIMIT OF FLOOD HAZARD ZONE "A" AS SCALED FROM THE FLOOD INSURANCE RATE MAP
APPROXIMATE LOCATION OF THE 620 CONTOUR LIMIT OF FLOWAGE EASEMENT SEE DB 400 P. 290-297

RURIEDUB
EAGLE POINTS SHORES LLC
INSTR. NO. 060008121
(SEE RECONFIGURATION MAP IN M.B. 44 P. 178 AND 179)
SPDN 1594-06-3669



- LEGEND
- DB - DEED BOOK
 - P - PAGE
 - R/W - RIGHT OF WAY
 - M.B. - MAP BOOK
 - TO BE ONE PARCEL
 - IRF - IRON REBAR FOUND
 - BSL - BUILDING SETBACK LINE
 - D.F. - DRAINFIELD
 - EASE - EASEMENT

THIS PLAT WAS PREPARED SEPTEMBER 06, 2007 FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 3 OF 4

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OFFICE (434) 946-1048

RECONFIGURATION MAP
LOTS 154 THRU 174, 194 THRU 207
AND PARCELS "G", "H", "I", "J", "K" AND "L"

Eagle Points Shores
GREYHOUND DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTS SHORES LLC

SCALE: 1"=100' DATE: AUGUST 27, 2007
COM. NO. 051020/C051020-REV. 05/2008 REVISED DATE: SEPTEMBER 6, 2007
PART OF PLAT 1594-06-3669 DATA COLLECTION

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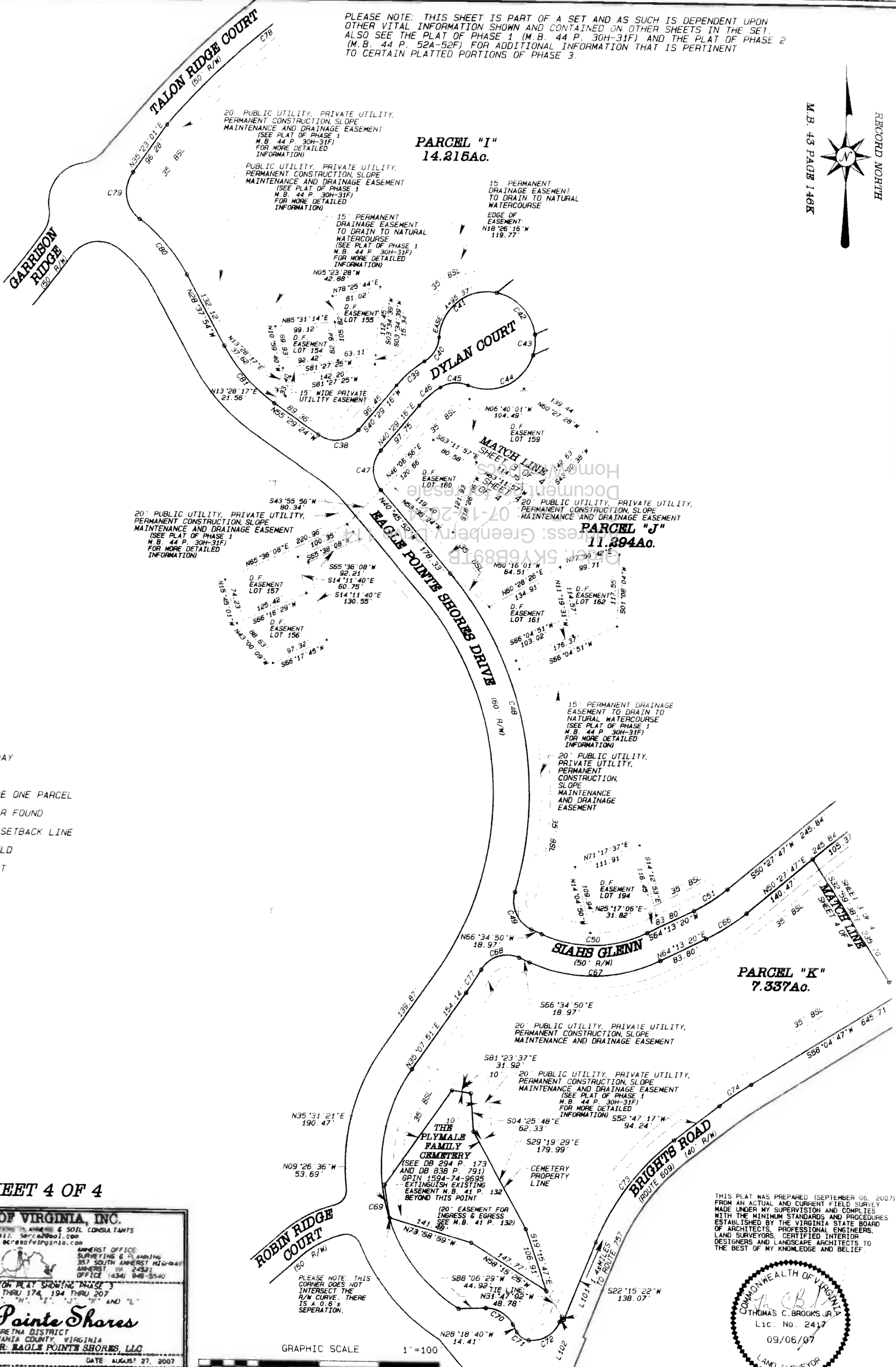
M.B. 43 PAGE 140K



PARCEL "I"
14.218Ac.

PARCEL "J"
11.394Ac.

PARCEL "K"
7.337Ac.



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SHEET 4 OF 4

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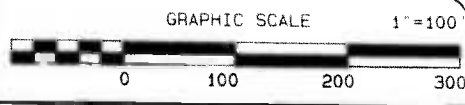
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LYNDHURST VA 24054
OFFICE (434) 529-4874
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357 SOUTH AMHERST HIGHWAY
AMHERST VA 24302
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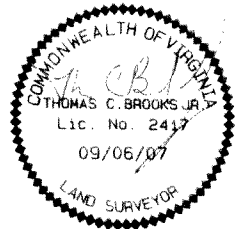
SUBDIVISION PLAT SHOWING PHASE 3
LOTS 154 THRU 174, 194 THRU 207
AND PARCELS "G", "H", "I", "J", "K" AND "L"

Eagle Pointe Shores
GRENA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100 DATE: AUGUST 27, 2007
COM. NO. 051020/C051020-NE#JOB#2005 REVISED DATE: SEPTEMBER 8, 2007
PART OF G.P.L.N. 1594-BL-3558 DATA COLLECTION



THIS PLAT WAS PREPARED (SEPTEMBER 06, 2007) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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 BSL = BUILDING SETBACK LINE
 D.F. = DRAINFIELD
 EASE. = EASEMENT



THE LINES FROM POINT 'A' TO POINT 'B' REPRESENT THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER. THE APPROXIMATE LOW WATER MARK OF THESE LINES WERE SURVEYED PRIOR TO ITS IMPROVEMENT AND IS ESTABLISHED FROM PLATS TO U.S.G. QUAD SHEETS AND IS ABANDONED APPROXIMATE LOCATION OF VERMONT RIVER BEARINGS AND DISTANCES AND ARE FOR INFORMATION ONLY. THE LOW WATER MARK OF VERMONT RIVER BEARINGS AND DISTANCES ARE FOR INFORMATION ONLY. THE LINES FROM POINT 'A' TO POINT 'B' REPRESENT THE APPROXIMATE LOW WATER MARK OF THE STAUNTON RIVER. THE APPROXIMATE LOW WATER MARK OF THESE LINES WERE SURVEYED PRIOR TO ITS IMPROVEMENT AND IS ESTABLISHED FROM PLATS TO U.S.G. QUAD SHEETS AND IS ABANDONED APPROXIMATE LOCATION OF VERMONT RIVER BEARINGS AND DISTANCES AND ARE FOR INFORMATION ONLY. THE LOW WATER MARK OF VERMONT RIVER BEARINGS AND DISTANCES ARE FOR INFORMATION ONLY.

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SHEET 4 OF 6

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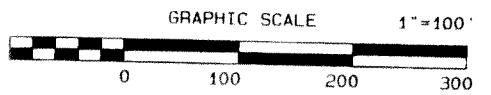
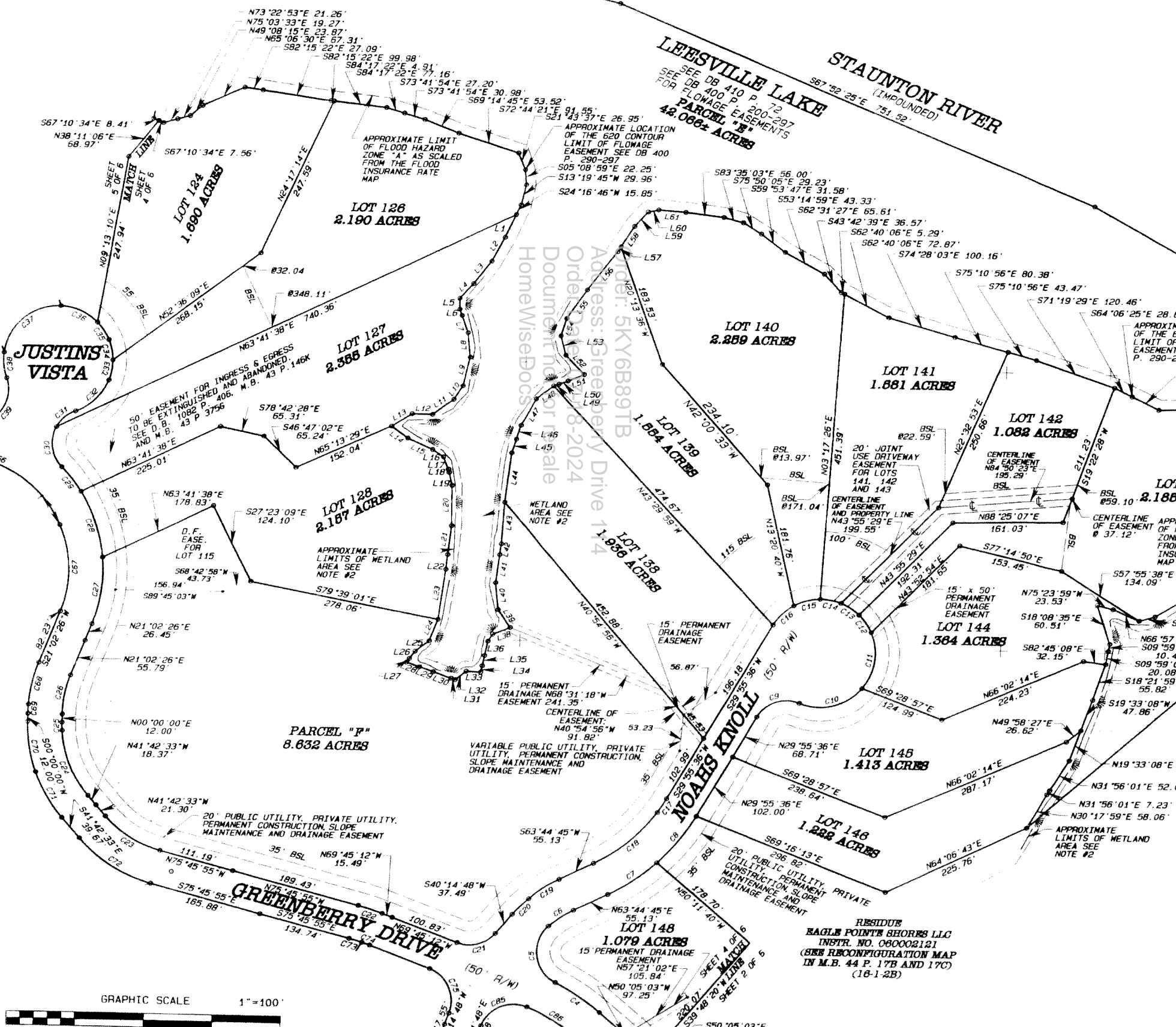
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 114 LEXINGTON TURNPIKE
 AMHERST, VA. 24521
 OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING
 PHASE 2
 LOTS 7B THRU 14B AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
 GRETNA DISTRICT
 PITTSYLVANIA COUNTY, VIRGINIA
 SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
 COMM. NO. 051020/BB051020-MENJOBS2005 REVISED: NOVEMBER 24, 2006
 TAX MAP 16-A-1B AND 16-B-1 DATA COLLECTOR

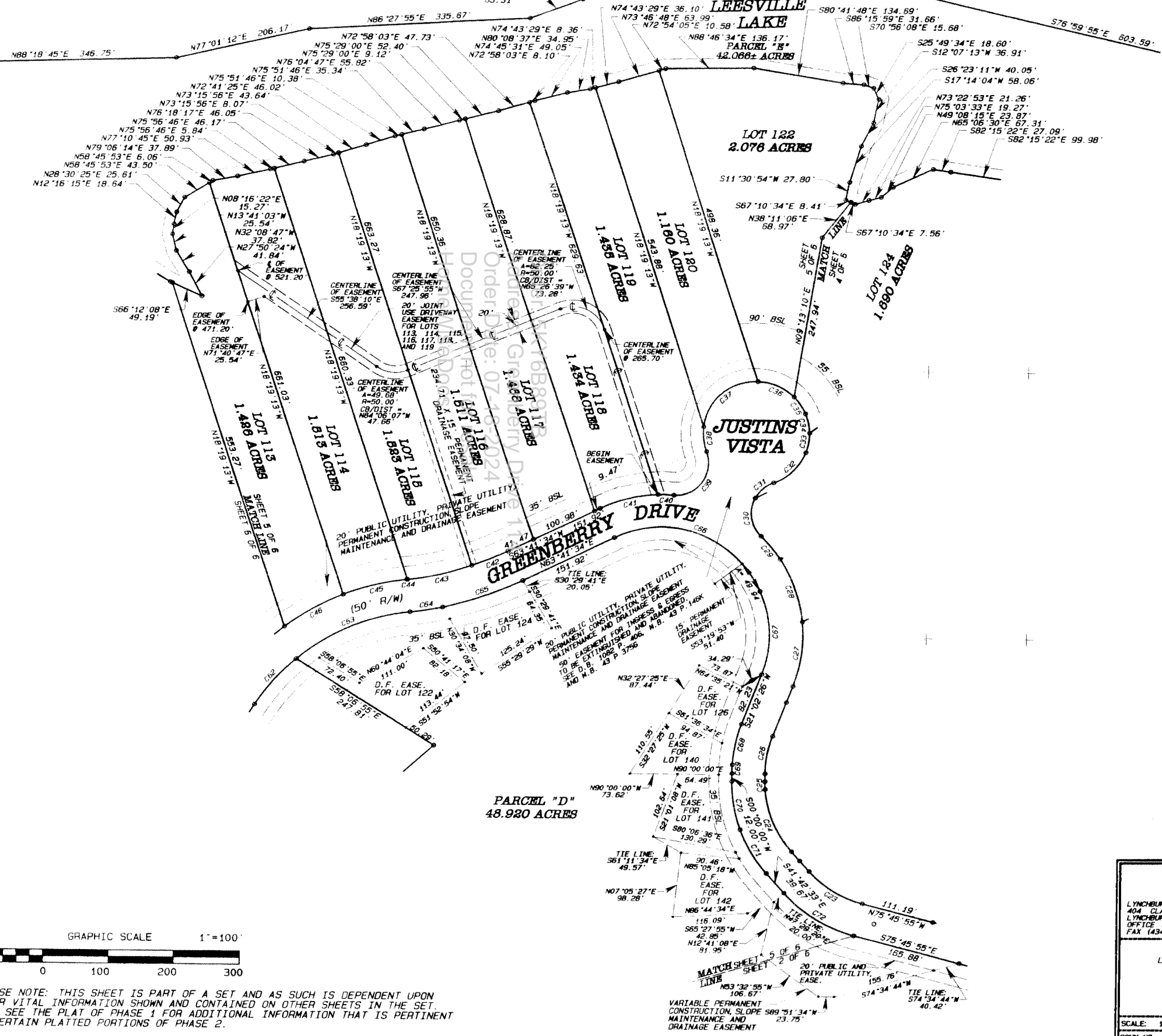
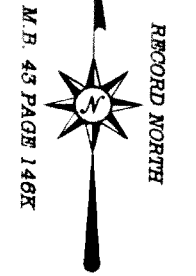
LEESVILLE LAKE
 STAUNTON RIVER (IMPOUNDED)
 SEE DB 410 P. 72
 SEE DB 400 P. 200-207
 FOR FLOWAGE EASEMENTS
PARCEL "B"
48.066± ACRES



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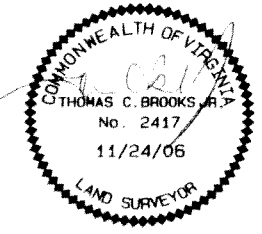
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 Order Date: 11-18-2024
 Address: Greenberry Drive 114
 Order: 5K16B89TB

STAUNTON RIVER (IMPOUNDED)
N87°58'30"E 492.27'

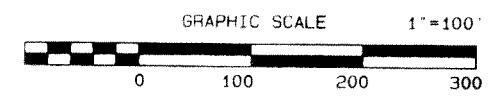


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SHEET 5 OF 6



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OFFICE (434) 546-0770

SUBDIVISION PLAT SHOWING PHASE 2
LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
GRETNIA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
COMM. NO. 051020/88051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
TAX MAP 15-A-18 AND 16-B-1 DATA COLLECTOR

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← = TO BE ONE PARCEL

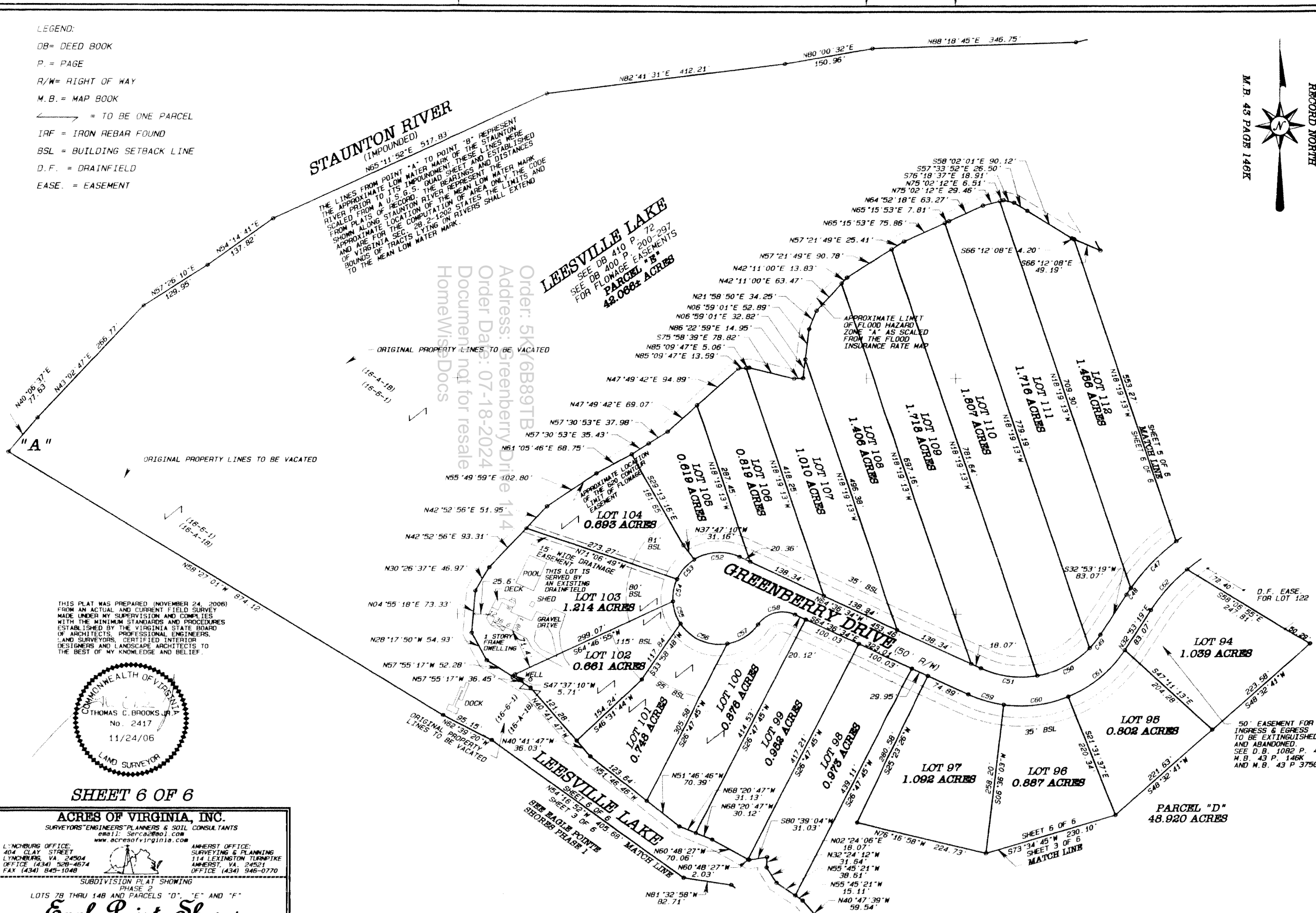
IRF = IRON REBAR FOUND

BSL = BUILDING SETBACK LINE

D.F. = DRAINFIELD

EASE. = EASEMENT

M.B. 43 PAGE 146K



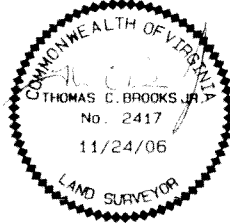
STAUNTON RIVER (IMPOUNDED)

LEESVILLE LAKE
SEE DB 410 P. 72
SEE DB 400 P. 200-297
FOR FLOWAGE EASEMENTS
PARCEL "B"
42.0682 ACRES

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Address: Greenberry Drive 114
Order Date: 07-18-2024
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"A"

THIS PLAT WAS PREPARED (NOVEMBER 24, 2006) FROM AN ACTUAL AND CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 6 OF 6

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SURVEYING & PLANNING
114 LEXINGTON TURNPIKE
AMHERST, VA 24521
OFFICE (434) 946-0770

SUBDIVISION PLAT SHOWING
PHASE 2
LOTS 78 THRU 148 AND PARCELS "D", "E" AND "F"

Eagle Pointe Shores
GREINA DISTRICT
PITTSYLVANIA COUNTY, VIRGINIA
SURVEYED FOR: EAGLE POINTE SHORES, LLC

SCALE: 1"=100' DATE: AUGUST 11, 2006
COMM. NO. 051020/B9051020-NEWJOBS2005 REVISED: NOVEMBER 24, 2006
TAX MAP 16-A-1B AND 16-B-1 DATA COLLECTOR

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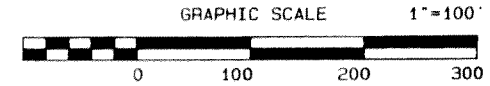


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In this Property Report, the words "you" and "your" refer to the buyer. The words "we," "us," and "our" refer to the developer.

RISKS OF BUYING LAND

The future value of any land is uncertain and dependent upon many factors. DO NOT expect all land to increase in value.

Any value which your lot may have will be affected if the roads, utilities and all proposed improvements are not completed.

Resale of your lot may be difficult or impossible, since you may face the competition of our own sales program and local real estate brokers may not be interested in listing your lot.

Any subdivision will have an impact on the surrounding environment. Whether or not the impact is adverse and the degree of impact, will depend on the location, size, planning and extent of development. Subdivisions which adversely affect the environment may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality and noise levels may affect your use and enjoyment of your lot and your ability to sell it.

In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

**** WARNINGS ****

THROUGHOUT THIS PROPERTY REPORT THERE ARE SPECIFIC WARNINGS CONCERNING THE DEVELOPER, THE SUBDIVISION OR INDIVIDUAL LOTS. BE SURE TO READ ALL WARNINGS CAREFULLY BEFORE SIGNING ANY CONTRACT OR AGREEMENT.

GENERAL INFORMATION

This Report covers 154 lots located in Pittsylvania County, Virginia. See Page 23 for a listing of these lots. It is estimated that this subdivision will eventually contain 278 lots when all phases are complete.

The Developer of the subdivision is:

Eagle Pointe Shores, LLC
1351 W. Gretna Road
Gretna, VA 24557
Telephone Number: (877) 838-5253

Answers to questions and information about the subdivision may be obtained by telephoning the developer at the number listed above.

TITLE TO THE PROPERTY AND LAND USE

A person with legal title to property generally has the right to own, use and enjoy the property. A contract to buy a lot may give you possession but does not give you legal title. You will not have legal title until you receive a valid deed. A restriction or an encumbrance on your lot or on the subdivision could adversely affect your title.

Here we will discuss the sales contract you will sign and the deed you will receive. We will also provide you with information about any land use restrictions and encumbrances, mortgages, or liens affecting your lot and some important facts about payments, recording and title insurance.

METHOD OF SALE

Sales Contract and Delivery of Deed

In connection with the purchase of a lot, you will sign a sales contract entitled "Lot Purchase Agreement" in which you will agree to pay cash for the lot. No financing has been arranged for purchasers, and you will be responsible for arranging your own financing. Purchase of the lot is not contingent upon you obtaining financing.

The deed to the property will be delivered to you (or the settlement agent acting for you) on the date of closing, which date shall not be more than 180 days after the date you sign the sales contract.

Type of Deed

The transfer of legal title to all lots will be by special warranty deed, free and clear of all monetary liens and encumbrances except for real property taxes not yet due and payable and other permitted exceptions approved under the sales contract.

ENCUMBRANCES, MORTGAGES AND LIENS

The lots and common facilities in the subdivision are subject to blanket encumbrances (the "Security Documents"). The documents used to create these encumbrances are Deeds of Trust in favor of Wachovia Bank, N.A. and Edward N. Plymale and cover all of the Lots.

Release Provisions

The release provisions for the lots and common facilities in the subdivision are set forth in the Security Documents and must be honored by any subsequent holders of the notes secured by the Security Documents. At your settlement, we will pay (through the settlement agent) the amount required by the Security Documents to release your lot from the encumbrance of the Security Documents.

The release provisions in the Security Documents on all of the lots may be exercised only by us. Therefore, if we default on the Security Documents before obtaining a release of your lot, you may lose your lot and any money you have paid for it.

RECORDING THE CONTRACT AND DEED

Method or Purpose of Recording

In the Commonwealth of Virginia, recording a contract places third parties on notice that the property is subject to the contract of sale and does not otherwise provide protection for a purchaser. The sales contract for your lot does not contain acknowledgements and may not be recorded. Since Virginia law does not require that sales contracts be recorded and since it is not a common practice, we will not record the sales contract.

Recording the deed in the public records protects you against claims of third parties against us or the property after the date of recording. The settlement agent will be responsible for recording the deed to your lot upon closing the sale. You will be responsible for the cost of recording the deed.

**** WARNING ****

UNLESS YOUR CONTRACT OR DEED IS RECORDED YOU MAY LOSE YOUR LOT THROUGH THE CLAIMS OF SUBSEQUENT PURCHASERS OR SUBSEQUENT CREDITORS OF ANYONE HAVING AN INTEREST IN THE LAND.

Title Insurance

You should obtain a title insurance policy which will protect your rights of ownership of the lot. We recommend that an appropriate professional interpret the title insurance policy.

PAYMENTS

Escrow

To assure you that your deposit will be protected, your earnest money deposit will be held in escrow by Executive Settlement Services, LLC or The Hopkins Real Estate Group, LLC, as an independent third party escrow agent (the "Escrow Agent") pending the closing. The address for Executive Settlement Services, LLC is 5900 Centreville Road, Suite 303, Centreville, Virginia 20121, and the address for The Hopkins Real Estate Group, LLC is 630-F Wyndhurst Drive, Lynchburg, Virginia 24502. The Escrow Agent will disburse funds only in accordance with the terms of the sales contract. The Escrow Agent is authorized by the sales contract to disburse to you your earnest money deposit paid prior to closing in the event of our failure to convey to you title to your lot or in the event of our failure in any other obligation which would

otherwise result in the loss of your money. If a dispute arises, the Escrow Agent may refer the matter to a court for resolution.

Prepayment Charges and Penalties

There are not prepayment charges or penalties for payment of the amounts due under the sales contract. If the purchase of your lot is financed by an independent financial institution, you will need to review the financing documents to determine whether there is any prepayment charge or penalty.

Default

In the event you default in the performance of any obligation or covenant under the sales contract prior to closing or which prevents closing from taking place as provided, we may elect to terminate the sales contract and retain all monies paid, including accrued interest, if any, as full and complete liquidated damages for such default. In the event you default for reason other than failure to close, we may seek any and all remedies available at law or in equity.

RESTRICTIONS ON THE USE OF YOUR LOT

A declaration of restrictive covenants (the "Declaration") for the subdivision, which applies to the entire Eagle Pointe Shores, The Cliff's at Eagle Pointe and Eagle's View community has been recorded in the public records of Pittsylvania County, Virginia. The Declaration contains provisions which require you to secure permissions, approvals or take other action prior to certain activities occurring on your lot. The Declaration contains provisions which require you to pay dues and assessments to the Eagle Pointe Shores Homeowners Association. Certain provisions dealing with these types of restrictions are discussed in the paragraphs below. This discussion contains only highlights and should not be substitute for your careful review of the applicable document.

The Declaration provides for an architectural review and approval process for all structures and improvements to be located on lots within the subdivision. No structure or improvement of any kind may be placed on or made to a lot within the Subdivision without approval of the Architectural Review Committee ("ARC"). Any improvements you make to your lot must meet the Design Guidelines. The ARC will have the authority to adopt application and review procedures and also to amend the Design Guidelines.

The Declaration sets forth certain policies and procedures that you and your builder, contractor, and architect must follow in connection with the design and construction of structures and other improvements on your lot. The Design Guidelines describe, among other things, minimum setback requirements, restrictions on materials, driveways, garages, porches, roofs, chimneys, landscaping, and exterior design. Additional restrictions apply to mechanical systems, playground equipment, basketball goals, mailboxes, exterior lighting, antennas, pools, spas, fences, and walls. Upon submission of plans and specifications for improvements to your lot, you will be required to pay certain fees and deposits as set forth in the Declaration. You must ensure that your builder, contractor, and architect comply with the rules set forth in the

Declaration and the Design Guidelines, including, but not limited to, trash removal, project access, signage, fences, portable toilets, damage, and construction vehicles. We encourage you to review the Declaration and Design Guidelines thoroughly and to provide copies to your builder, contractor, and architect prior to planning, designing or commencing any improvements on your lot.

The Declaration sets forth a number of use restrictions in the subdivision. There are general restrictions against any activities that would tend to cause embarrassment, discomfort, annoyance, or nuisance to any person in the subdivision. There are restrictions on animals and parking. The Declaration also contains restrictions with respect to the leasing of a lot.

The Declaration has not been recorded. Until the Declaration for the subdivision has been recorded, there is no assurance that it will be applied uniformly, and there is no assurance that it will not be changed, and it may be difficult to enforce. The Developer does, however, intend to record the Declaration with the Deed of Subdivision prior to closing on your lot.

A complete copy of these restrictions is available upon request.

Easements

There are easements and building set back lines which may affect your plans for building or using your lot, including drainage easements and utility easements which are shown on the plats for the subdivision, and in restrictions contained in the Declaration. All lots are affected. None of these types of easements will materially affect the building area of your lot or materially inhibit its use.

Some of the common areas of the subdivision, which will be owned by the homeowners' association, are subject to flood and flowage easements. These areas are shown on the subdivision plats.

PLAT MAPS, ZONING, SURVEYING, PERMITS AND ENVIRONMENT

Plats

The plat of the 69 Lots in Phase 1, Eagle Pointe Shores Subdivision, covered by this Report has been approved by all of the appropriate regulatory authorities and has been recorded in the public records of Pittsylvania County, Virginia.

The plat of the 50 Lots in Phase 2, Eagle Pointe Shores Subdivision, covered by this Report has not been approved by all of the appropriate regulatory authorities and has been recorded in the public records of Pittsylvania County, Virginia.

The plat of the 35 Lots in Phase 3, Eagle Pointe Shores Subdivision, covered by this Report has not been approved by all of the appropriate regulatory authorities and has not yet been recorded in the public records of Pittsylvania County, Virginia.

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Order Date: 07-18-2024

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HomeWiseDocs

**** WARNING ****

REGULATORY AUTHORITIES HAVE NOT APPROVED THE FINAL PLAT DEPICTING YOUR LOT UNLESS YOUR LOT IS IN PHASE 1 OR PHASE 2, EAGLE POINTE SHORES. THEY MAY REQUIRE SIGNIFICANT ALTERATIONS BEFORE THEY WILL APPROVE THE FINAL PLAT AND THOSE ALTERATIONS MAY NOT ALLOW THE LAND TO BE USED FOR THE PURPOSES FOR WHICH IT IS BEING SOLD.

The description of the lots included on the subdivision plat is legally adequate for the conveyance of lots, but conveyance of lots is not legal until the subdivision plat is recorded. We will not close on your contract or convey title to you until the subdivision plat depicting your lot is approved and recorded.

Zoning

The lots described in this Property Report may be used for single family homes, which use conforms to the local zoning regulations and the Declaration.

Surveying

Each lot covered by this Report has been surveyed and marked for identification on the subdivision plat.

Permits

In order to begin construction on your lot, you must obtain a building permit from Pittsylvania County Department of Building Inspections, which is located at P. O. Drawer Chatham, Virginia 24531. You must also obtain a well and septic permit from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The Developer has purchased and will provide to you at settlement a health department certification letter issued in lieu of a sewage disposal system construction permit. The certification letter permits the installation of a septic system without reapplication, but you are still required to obtain a permit to construct the sewage disposal system. If you apply for a construction permit within 18 months of the date of the certification letter, you will not have to pay a fee for the permit. If you apply for a construction permit after 18 months from the date of the certification letter, you will be responsible for paying all fees for a permit application. The cost of the design, installation, operation and maintenance of the well and septic systems must be paid by you. In addition, your building plans and specifications must be approved by the ARC as set forth above in "Restrictions on the Use of Your Lot." Details of the review procedure, required building standards, and the review fee are set forth in the Design Guidelines which are included in the restrictive covenants.

Environment

The Developer is not aware of any environmental impact study which considers the effect of the subdivision on the environment. No determination has been made as to the possible adverse effects the subdivision may have upon the environment and surrounding area.

ROADS

Here we discuss the roads that lead to the subdivision, those within the subdivision and the location of nearby communities.

ACCESS TO THE SUBDIVISION

Access to the subdivision is provided by Virginia State Route 609 (Bright's Road), a 2-lane, public highway of varying width, but generally about 22 feet wide, owned and maintained by the Virginia Department of Transportation. The wearing surface of Virginia State Route 609 is paved except for approximately the last mile, which is gravel, before the entrance gate to the subdivision. Improvements to and maintenance of Virginia State Route 609 are made by the Virginia Department of Transportation at general taxpayer expense, and at no other cost to you. The Developer is not aware of any Virginia Department of Transportation plans to improve Virginia State Route 609. It is the Developer's plan to improve the portion of Virginia State Route 609 from the intersection of Virginia State Route 757 to Dead End, a total distance of 1.35 miles, by scarifying the existing roadway, adding approximately 4 to 6 inches of aggregate base, compacting this material, and only surface treating (tar and gravel) the existing roadway width. The Developer is under no obligation to you or the Virginia Department of Transportation to make these or any other improvements to Virginia State Route 609.

ACCESS WITHIN THE SUBDIVISION

The subdivision is a private, gated community. Legal and physical access to the subdivision is or will be through private gates and over private roads. All lot owners will be given key codes to operate the gates. Legal and physical access within the community is or will be provided by way of paved, 2-lane private roads. The roads within the subdivision are or will be owned and maintained by the Eagle Pointe Shores Homeowners Association, and will provide year-round access to lots in the subdivision. Upon recordation of the subdivision plats, the ownership of the roads will be conveyed to the Eagle Pointe Shores Homeowners Association. Costs to maintain the subdivision roads will be paid by the lot owners through assessments made by the Eagle Pointe Shores Homeowners Association against the lots in the subdivision. We are responsible for the construction of the private roads at no cost to lot owners and are contractually obligated to complete the road serving your lot.

At closing on each lot, eight percent (8%) of the sales price of the lot will be held in escrow by Executive Settlement Services, LLC (the "Settlement Agent") pursuant to an escrow agreement to be used toward development costs and the construction of the subdivision roads and recreational facilities. In addition, road completion, erosion and sediment control bonds in the amount of \$1,258,155 for Phase 1 and \$978,447 for Phase 2 have been required by Pittsylvania County authorities prior to the approval of the subdivision plat for Phases 1 and 2, Eagle Pointe Shores Subdivision. These bonds have been posted for Phase 1 and 2, Eagle Pointe Shores Subdivision. A similar bond, in an amount not yet determined, will be required by Pittsylvania County authorities prior to the approval of the subdivision plat for Phase 3, Eagle Pointe Shores Subdivision.

**** WARNING ****

THE FUNDS SET ASIDE AT CLOSING IN AN ESCROW ACCOUNT AND THE ROAD COMPLETION BOND MAY NOT BE SUFFICIENT TO COMPLETE THE ROADS.

The chart below represents our estimates of completion of the roads serving the lots in the subdivision.

ROADS

Phase	Estimated Starting Date (Month/Year)	Percentage of Construction Now Complete	Estimated Completion Date (Month/Year)	Present Surface	Final Surface
EPS Phase 1	May 2006	70%	May 2008	Graded Soil	Asphalt
EPS Phase 2	July 2007	10%	May 2008	Turf	Asphalt
EPS Phase 3	July 2007	5%	December 2008	Turf	Asphalt
Cliff's at EPS	April 2008	0%	August 2009	Turf	Asphalt
Eagle's View	June 2008	5%	October 2009	Turf	Asphalt

The table below identifies the distance (rounded to the nearest mile) from the subdivision gate at State Route 609 (Bright's Road) to nearby communities.

Community Name	Population	Distance Over Paved Roads	Distance Over Unpaved Roads	Total
Gretna	2,000	13	1	14
Altavista	3,800	14	1	15
Danville	50,000	40	1	41
Chatham (County Seat)	1,300	21	1	22

UTILITIES

WATER

Water is or will be supplied to each lot by individual, private wells located on each lot and owned, maintained and operated by the lot owner. We are NOT contractually obligated to provide a water system for the subdivision or an individual well for your lot.

You will be responsible for the cost associated with drilling, installing and maintaining an adequate pump and well system that will serve your needs on your lot.

The total estimated costs of an adequate pump and well system for each lot, including but not limited to, the costs of installation, storage, any treatment facilities and other necessary equipment, is \$4,000.00.

There is no assurance a productive well can be installed and, if it cannot, no refund of the purchase price of the lot will be made.

The purity and chemical content of the water cannot be determined until each individual well or source of water is completed and tested.

There is no assurance of a sufficient supply of water for the anticipated population of the subdivision and surrounding areas.

A permit is required to install a well on your lot. The permit is secured from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The cost of a well permit is \$75.00.

SEWER

Sewage disposal for each lot will be by individual, private septic systems located on each lot or common area and owned, maintained and operated by the lot owner. For some lots the septic system drainage field is located on common area owned by the Eagle Pointe Shores Homeowners Association and the lot owner has an easement to use the septic system drainfield. The Developer has had each lot tested and has determined that a septic system (either on the lot or on property owned or to be owned by the homeowner's association) can be installed to serve each lot. Local authorities have given general approval to the use of individual septic systems in the subdivision.

Each septic system can dispose of enough sewage for the anticipated three bedroom residential use of the lot. We are NOT contractually obligated to provide a septic sewage system for the subdivision or an individual septic system for your lot. You will be responsible for the cost associated with designing, installing and maintaining an adequate septic system that will serve your needs on your lot.

The total estimated costs of an septic system for each lot, including but not limited to, the costs of design, installation, any treatment facilities and other necessary equipment, ranges from approximately \$4,000 to approximately \$15,000 depending on the slope of the lot, the location of the house relative to the septic system Drainfield (whether uphill or downhill) and the possible need for pre-treatment.

A permit is required to install a septic system. The permit is secured from the Commonwealth of Virginia, Pittsylvania-Danville Health District, Pittsylvania County Environmental Health Office, Drawer 369, Chatham, Virginia 24531. The Developer has purchased and will provide to you at settlement a health department certification letter that is issued in lieu of a sewage disposal system construction permit. The certification letter permits the installation of a septic system without reapplication, but you are still required to obtain a permit to construct the sewage disposal system. If you apply for a construction permit within 18 months of the dated of the certification letter, you will not have to pay a fee for the permit. If you apply for a construction permit after 18 months from the date of the certification letter, you will be responsible for paying all fees for a permit application. The cost of a septic system permit is \$115.00. No further testing of the lot is required prior to issuance of the permit unless there is any substantial physical change in the soil or site conditions where the sewage disposal system is to be located.

NOTE: The cost of combined well and septic system permit is \$190.

Pumping and hauling service is available and the estimated monthly cost of pumping and hauling service for a family of four living in the house on a year round basis is \$10.00. Septic system pump out is recommended every seven (7) years at a lump sum fee of approximately \$800.00.

ELECTRICITY

Electricity is or will be provided by Southside Electric Cooperative. The Developer and Southside Electric Cooperative are responsible for extending the primary electric service lines to the front of, or adjacent to, your lot at no cost to you. Inquiries can be made by calling Southside Electric Cooperative at 800-552-2118, Ext. 653.

The chart below indicates our estimates for extension of primary electric service lines to the lots in each Phase of the subdivision:

ELECTRIC SERVICE

Phase	Estimated Starting Date (Month/Year)	Percentage of Construction Now Complete	Estimated Service Availability Date (Month/Year)
EPS Phase 1	December 2007	0%	May 2008
EPS Phase 2	February 2008	0%	May 2008
EPS Phase 3	August 2008	0%	December 2008
Cliff's at EPS	June 2009	0%	November 2009
Eagle's View	November 2009	0%	June 2010

TELEPHONE

Telephone service over land lines is or will be provided by Peoples Mutual Telephone Company. Peoples Mutual Telephone Company is responsible for constructing the trunk telephone lines at no cost to you. The service lines have not been extended to the front of or adjacent to each lot. Installation of the service lines for Eagle Pointe Shores, Phase 1 is scheduled to begin in February, 2007, with service scheduled to be available in September, 2007. The service lines will be extended to your lot by Peoples Mutual Telephone Company as the community develops and grows. Inquiries can be made by calling Peoples Mutual Telephone Company at 434-656-2291.

Cellular telephone service is available in the subdivision. The Developer is not responsible for cellular telephone service. The availability and quality of service may vary depending on the cellular telephone service provider.

FUEL OR OTHER ENERGY SOURCE

Other than electricity, no fuel or other energy source is available in the subdivision. There are no plans to provide any other energy source to the subdivision. We are NOT obligated to provide any other energy source to the subdivision.

FINANCIAL INFORMATION

The Developer has experienced an operating loss during the fiscal year ending December 31, 2006. This may affect the developer's ability to complete promised facilities.

**** WARNING ****

THE OPERATING LOSS EXPERIENCED BY THE DEVELOPER DURING THE FISCAL YEAR ENDING DECEMBER 31, 2006, MAY AFFECT THE DEVELOPER'S ABILITY TO COMPLETE PROMISED FACILITIES .

A copy of our financial statements for the period ending December 31, 2006, is available upon request.

LOCAL SERVICES

FIRE PROTECTION

Fire protection is provided year-round by the Gretna, Climax and Cool Branch Volunteer Fire Departments.

POLICE PROTECTION

Police protection is provided year-round by the Virginia State Police and Pittsylvania County Sheriff's Department.

SCHOOLS

Public elementary, middle, and high schools administered by Pittsylvania County Public Schools are available to residents of the subdivision, and school bus transportation is available from the entrance gate at Virginia State Route 609 (Bright's Road).

HOSPITAL

The nearest available hospital is Lynchburg General Hospital, located approximately 45 miles from the subdivision entrance gate in Lynchburg, Virginia. The nearest hospital to which ambulance service is available is Lynchburg General Hospital, located approximately 45 miles from the subdivision entrance gate in Lynchburg, Virginia.

PHYSICIANS AND DENTISTS

The nearest physician's office is Central Health Medical located approximately 10 miles from the subdivision entrance gate in Gretna, Virginia.

The nearest dentist's office is the office of Dr. Larry Jewel, located approximately 18 miles from the subdivision entrance gate in Altavista, Virginia.

SHOPPING FACILITIES

The nearest shopping facility is The Gretna Junction (which includes grocery, pharmacy, restaurants, and car wash) located approximately 12 miles from the subdivision entrance gate in Gretna, Virginia. A new Walmart Super Center opened in July 2006, located approximately 18 miles from the subdivision entrance gate on Virginia State Route 29, outside of Altavista, Virginia, town limits.

MAIL SERVICE

Mail service will be provided to the subdivision at the entrance gate by the U.S. Postal Service.

PUBLIC TRANSPORTATION

Public transportation is not available in or to the subdivision.

The nearest taxi service is U Save Cab Co. located approximately 18 miles from the subdivision entrance gate in Altavista, Virginia.

RECREATIONAL FACILITIES

We plan to construct recreational facilities for the use and enjoyment of the lot owners.

The chart below indicates our estimates (revised due to delays in governmental approval relating to the road completion bond) for completion of the currently planned recreational facilities to serve the subdivision:

Facility	Percentage of Construction Now Complete	Estimated Date of Start of Construction (Month/Year)	Estimated Date Available for Use (Month/Year)	Financial Assurance of Completion	Buyer's Annual Cost or Assessments
Walking Trails	20%	September 2006	August 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Pavilions (2)	0%	June 2008	June 2009	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Fire Pits (4)	0%	September 2008	June 2009	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Boat ramp	10%	June 2007	May 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Boat Storage Lot	20%	June 2007	April 2008	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues
Club House	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	* Included in \$900 Annual HOA Dues
Swimming Pool	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	* Included in \$900 Annual HOA Dues
Tennis Court	0%	April 2009	September 2010	Escrow 8% of Lot Price at Closing	Included in \$900 Annual HOA Dues

* Included in \$900 Annual HOA Dues PLUS A USAGE FEE NOT YET DETERMINED.

We have not obtained permits for the proposed recreational facilities at this time; and, therefore, there are no assurances that these facilities will be constructed or that lot owners will be able to use these facilities. We make no representations or warranties that these recreational facilities will be approved and permitted by the appropriate governmental authorities or interested parties; or, if approved and permitted, as to the type, amount, size, nature or location of the recreational facilities which may be constructed.

Constructing the Facilities

We are responsible for construction of the planned recreational facilities that are approved and permitted by the appropriate governmental authorities. You are not responsible for any costs in connection with construction.

Maintaining the Facilities

The Eagle Pointe Shores Homeowners Association will be responsible for maintaining these facilities. The costs of maintenance of the recreational facilities the subdivision will be assessed against each lot owner.

Transfer of the Facilities

The recreational facilities to be constructed will be located on land that is subject to three deed of trust liens. Upon recordation of the subdivision plat for each phase of the subdivision, title to the land on which the recreational facilities will be constructed will be conveyed with special warranty to the Eagle Pointe Shores Homeowners Association periodically as the separate phases and sections of the subdivision are dedicated. The common areas and the recreational facilities will be transferred to the Eagle Pointe Shores Homeowners Association free and clear of monetary liens.

Permits

Permits have not been obtained for any of the recreational facilities and therefore there is no assurance that these facilities will be constructed or that lot owners will be able to use these facilities.

Who May Use the Facilities

Owners of lots in the subdivision and their family members and guests will be permitted to use the recreational facilities. In addition, subject to certain limitations, the owners of Pittsylvania County Tax Parcel 16-A-4A have the right to full use and enjoyment of all of the Eagle Pointe Shores recreational facilities and roads.

SUBDIVISION CHARACTERISTICS AND CLIMATE

In this section, we will discuss the basic terrain of the subdivision, the climate, and any nuisances or hazards in this area.

GENERAL TOPOGRAPHY

The general topography of the land in the subdivision is typical of the region with rolling hills bisected with streams. Additionally, Leesville Lake provides the centerpiece for the subdivision. Approximately 50% of the entire subdivision (including some land underwater as described below) will remain as open space and developed parkland. Some of the lots in the subdivision have steep slopes that will necessitate the use of special construction techniques for building on the lot. One of the 154 lots covered by this Property Report is affected by the steep slopes. There are no known rock outcroppings or unstable or expansive soil conditions that will necessitate the use of special construction techniques to build on or use any lot in the subdivision.

**** WARNING ****

**SOME LOTS IN THIS SUBDIVISION HAVE A SLOPE OF 20% OR MORE.
THIS MAY AFFECT THE TYPE AND COST OF CONSTRUCTION.**

WATER COVERAGE

Leesville Lake is the lower portion of the Smith Mountain Pumped Storage Project and consists of a concrete gravity dam with integral powerhouse. The reservoir has a surface area of approximately 3,040 acres and approximately 100 miles of shoreline. Leesville Lake was formed by damming the Staunton River and flooding the land upstream from the dam that is below the 620-foot National Geodetic Vertical Datum (NGVD). The 620-foot NGVD is also referred to locally and in this Property Report as the 620-foot contour or the 620 contour. The reservoir surface elevation can fluctuate up to 13 feet during a normal generation/pumpback cycle. The normal upper operating level for Leesville Lake is elevation 613.0 NGVD. The subdivision land adjacent to waterfront lots and below elevation 620 NGVD has been or will be dedicated as common area and conveyed to the Eagle Pointe Shores Homeowners Association. Approximately 15 % of the entire subdivision, all of which is common area to be owned by the HOA, is below elevation 620 NGVD and is subject to flooding by Leesville Lake. The portion of the subdivision below elevation 613 NGVD is normally below water. All of the land in the subdivision below the 620 contour is subject to flowage and recreational use easements.

No part of any lot is covered by water. The water level of the lake is controlled by concrete dams at each end of the lake. Waterfront lots may be developed without any imported fill or wetland remediation.

All waterfront lots have the benefit of an exclusive easement for the use of the HOA common area between the boundary of the waterfront lot and Leesville Lake. The easement is for access to Leesville Lake and recreational use of the common area between the waterfront lot and the waterline of Leesville Lake. Construction of improvements below the 620 foot contour is subject to the American Electric Power Shoreline Management Plan (SMP). The SMP is a comprehensive plan intended to manage the multiple resources and uses of the lake's shorelines so that they are consistent with American Electric Power's Federal Energy Regulatory Commission (FERC) license requirements and project purposes. The SMP is being reviewed by the FERC. American Electric Power began implementing the new regulations established by the SMP for those activities for which it is currently authorized to issue permits as of September 2, 2003. Those activities include:

- landscape plantings
- noncommercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 watercraft at a time and serve single-family type dwellings
- structures for erosion control

For additional information regarding the SMP or applications for permits email American Electric Power at aepsmp@aep.com or call at 1-540-489-2556.

DRAINAGE AND FILL

We are not aware of any lots in the subdivision that require fill or drainage of surface water prior to construction.

FLOOD PLAIN

None of the lots are located within the 100 year flood hazard zone.

FLOODING AND SOIL EROSION

We have a program which will provide controls for soil erosion, sedimentation and periodic flooding throughout the subdivision. This program is represented by storm drainage easements shown on the subdivision plat and by storm drainage facilities that will be installed in connection with construction of the roads. Soil erosion, pollution, and sedimentation are to be controlled pursuant to the guidelines established by Pittsylvania County. We will begin implementing this program in June, 2006, and anticipate completion in June, 2009.

The measures being taken may not be sufficient to prevent property damage or health and safety hazards.

NUISANCES

We are not aware of any nuisance which affects the subdivision.

HAZARDS

We are not aware of any unusual safety factors which affect the subdivision or of any proposed plans for construction which may create a future nuisance or safety hazard.

CLIMATE

The average temperature ranges, summer and winter, for Pittsylvania County, Virginia, are:

	<u>High</u>	<u>Low</u>	<u>Mean</u>
Summer	87	57	71
Winter	58	22	40

The average annual rainfall is approximately 42 inches. The average annual snowfall is approximately 14 inches.

OCCUPANCY

As of the date of this report, no lots in the subdivision are occupied on a full or part-time basis.

ADDITIONAL INFORMATION

PROPERTY OWNERS' ASSOCIATION

Your lot is located within Eagle Pointe Shores, Phase 1, 2 or 3, The Cliff's at Eagle Pointe Shores or Eagle's View which collectively form the Eagle Pointe Shores community. You will be a member of the Eagle Pointe Shores Homeowners Association (the "HOA"). The HOA is incorporated with the Virginia State Corporation Commission as a non-stock corporation. The HOA has not yet begun operations.

A declaration of restrictive covenants (the "Declaration") for the subdivision, which applies to the entire Eagle Pointe Shores, Phases 1, 2 and 3, The Cliff's at Eagle Pointe and Eagle's View community has been recorded in the public records of Pittsylvania County, Virginia. The Declaration includes provisions for the election of officers, the management of the HOA, restrictions on the use of the Lots and the imposition of general and special assessments.

As the Declarant (as defined in the Declaration), we have the right to appoint the initial board of directors of the HOA. This right shall continue until title to 90% of the lots in Eagle Pointe Shores subdivision has been conveyed to purchasers.

Membership in the HOA is mandatory for lot owners. As a mandatory member of the HOA, you will be obligated to pay the general and special assessments levied by the HOA. The current general assessment imposed by the HOA is set forth on the Cost Sheet of this Property Report. The amount of the assessment is subject to change in accordance with the Declaration and the by-laws of the HOA, and those documents also prescribe the method for special assessments to meet unusual expenses of the HOA, if any.

The HOA has powers and duties which include, but are not limited to, preparation and adoption of annual budgets, levying and collecting assessments, providing for the operation and maintenance of the common areas and facilities, hiring and firing personnel, making and amending rules and regulations, enforcing the provisions of the Declaration, the by-laws, and the rules and regulations, as well as keeping books and records. Architectural control over improvements and modifications on lots is discussed in this Property Report under the section entitled "Restrictions on the Use of Your Lot."

We do not furnish any service at no charge for which the HOA will be required to assume responsibility. The current level of assessments provides the capability for the HOA to meet its financial obligations, including operating costs, maintenance and repair costs, and reserves for replacement. In the event there is a deficit in meeting the financial obligations of the HOA, we have the right (i) to elect to pay assessments to the HOA, (ii) to subsidize the HOA as necessary, and/or (iii) to extend a loan to the HOA.

TAXES

From the date of closing on your lot, you will be required to pay real estate taxes applicable to the lot to the Treasurer of Pittsylvania County. The 2007 tax rate is \$0.48 per \$100.00 of the assessed value of the property. Pittsylvania County has not yet assessed the value of your lot, but it should assess your lot at its market value. To calculate the real estate taxes on a lot (either improved or unimproved), add the assessed value of the lot to the assessed value of the improvements, then multiply the total assessed value of the lot and improvements by 0.0048. The assessed value of your lot may increase upon and following your acquisition of the lot. The estimated average real estate tax on an unimproved lot in the subdivision at the current estimated assessment is set forth on the Cost Sheet of this Property Report.

RESALE OR EXCHANGE PROGRAM

Restrictions which might hinder the resale of your lot include, but are not limited to, the requirement to pay HOA assessments, the requirement of architectural approval for improvements, and use restrictions contained in the Declaration and also discussed in this Property Report under the section entitled "Restrictions on the Use of Your Lot."

We have no program to assist you in the sale of your lot.

We do not have any provision to allow you to exchange one lot for another.

EQUAL OPPORTUNITY IN LOT SALES

We are in compliance with Title VIII of the Civil Rights Act of 1968. We have not and will not discriminate against you because of your race, color, religion, sex or national origin. Furthermore, we will not indicate a preference for or a rejection of any particular group in our advertising, in our rendering services to lots, in requiring terms and conditions on lot sales or in any other manner.

LISTING OF LOTS

This Property Report covers 154 lots which are described as: Lots 1 through 16, 18 through 20, 23 through 64, and 68 through 75, Eagle Pointe Shores, Phase 1; Lots 78, 79, 82 through 88, 94 through 106, 108 through 120, 122, 124, 126 through 128, 138 through 146, and 148, Eagle Pointe Shores, Phase 2; and Lots 154 through 174, and 194 through 207, Eagle Pointe Shores, Phase 3.

Lots 1 through 16, 18 through 20, 23 through 51, and 54 through 64, and 68 through 75, located in Eagle Pointe Shores, Phase 1; Lots 78, 79, 82 through 88, 94 through 106, 108 through 120, 122, 124, 126 through 128, 138 through 146, and 148, Eagle Pointe Shores, Phase 2; and Lots 154 through 174, and 194 through 207, Eagle Pointe Shores, Phase 3, are intended for sale by the Developer.

NOTE: Lots 52 and 53, Eagle Pointe Shores, Phase 1, were conveyed to the Witts upon recordation of the Deed of Subdivision and are not intended for sale by the Developer.

NOTE: Lot 103, Eagle Pointe Shores, Phase 2, was conveyed to the Plymales upon recordation of the Deed of Subdivision and is not intended for sale by the Developer.

NOTE: Lots 17, 21, 22, 65, 66 and 67, Eagle Pointe Shores, Phase 1, do not exist and will not be created.

NOTE: Lots 80, 81, 89 through 93, 107, 121, 123, 125, 129 through 137, and 147, Eagle Pointe Shores, Phase 2, do not exist and will not be created.

NOTE: Lots 175 through 193, Eagle Pointe Shores, Phase 3, do not exist and will not be created.

COST SHEET

In addition to the purchase price of your lot, there are other expenditures which must be made.

Listed below are the major costs. There may be other fees for the use of some of the recreational facilities.

All costs are subject to change.

Sales Price

Cash Price of Lot	\$	
Finance Charge	\$	0.00
Total	\$	

Estimated One-Time Charges

1. Installation of private well	\$	4,000.00
2. Installation of private sewer (septic) system.....	\$	
3. Construction costs to extend electric and telephone service.....	\$	
4. Architectural Review Fee	\$	250.00
6. Construction Damage Deposit *	\$	2,000.00
7. Purchaser's Closing Costs.....	\$	
Total Estimated One-time Charges	\$	
Total of estimated sales price and one-time charges	\$	

* Refunded upon completion of construction without damage to roads and common facilities.

Estimated Monthly/Annual Charges, Exclusive of Utility Use Fees

1. Taxes – taxes on unimproved lot after sale to purchaser	\$	
2. Current Annual HOA General Assessment**		\$900.00

** Prorated HOA Assessments from closing to the end of the year must be paid in advance at closing.

*[SIGNATURES AND CERTIFICATION OF SENIOR EXECUTIVE OFFICERS
FOLLOW ON NEXT PAGE]*

CERTIFICATION

The information contained in this Property Report is an accurate description of our subdivision and development plans.

Eagle Pointe Shores, LLC
a Virginia limited liability company

By: Kyle H. Goldsmith
Kyle H. Goldsmith, Manager

By: Edward N. Plymale
Edward N. Plymale, Manager

Date of Preparation:

September 1, 2007

RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE
PURCHASER RECEIPT

Important – Read Carefully

Name of subdivision: Eagle Pointe Shores, Phases 1, 2 and 3

OILSR Number: 31722

Date of Report: _____, 2007

We must give you a copy of this Property Report and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt, you acknowledge that you have received a copy of our Property Report.

Received by: _____ Date: _____

Street Address: _____
City _____, State _____ ZIP _____

If any representations are made to you which are contrary to those in this Property Report, please notify the:

Office of Interstate Land Sales Registration
HUD Building, 451 Seventh Street, S.W.
Washington, DC 20410

AGENT CERTIFICATION

I certify that I have made no representations to the person(s) receiving this Property Report which are contrary to the information contained in this Property Report:

Lot: _____ Phase: _____ Subdivision: _____

Name of Salesperson: _____

Signature: _____ Date: _____

PURCHASE CANCELLATION

If you are entitled to cancel your purchase contract, and wish to do so, you may cancel by personal notice, or in writing. If you cancel in person or by telephone, it is recommended that you immediately confirm the cancellation by certified mail. You may use the form below:

Name of Subdivision: _____

Date of Contract: _____

This will confirm that I/we wish to cancel my/our purchase contract.

Purchaser signature: _____ Date: _____

Purchaser signature: _____ Date: _____

RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE
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Purchaser signature: _____ Date: _____

Purchaser signature: _____ Date: _____

Eagle Pointe

A BEAUTIFUL WATERFRONT COMMUNITY

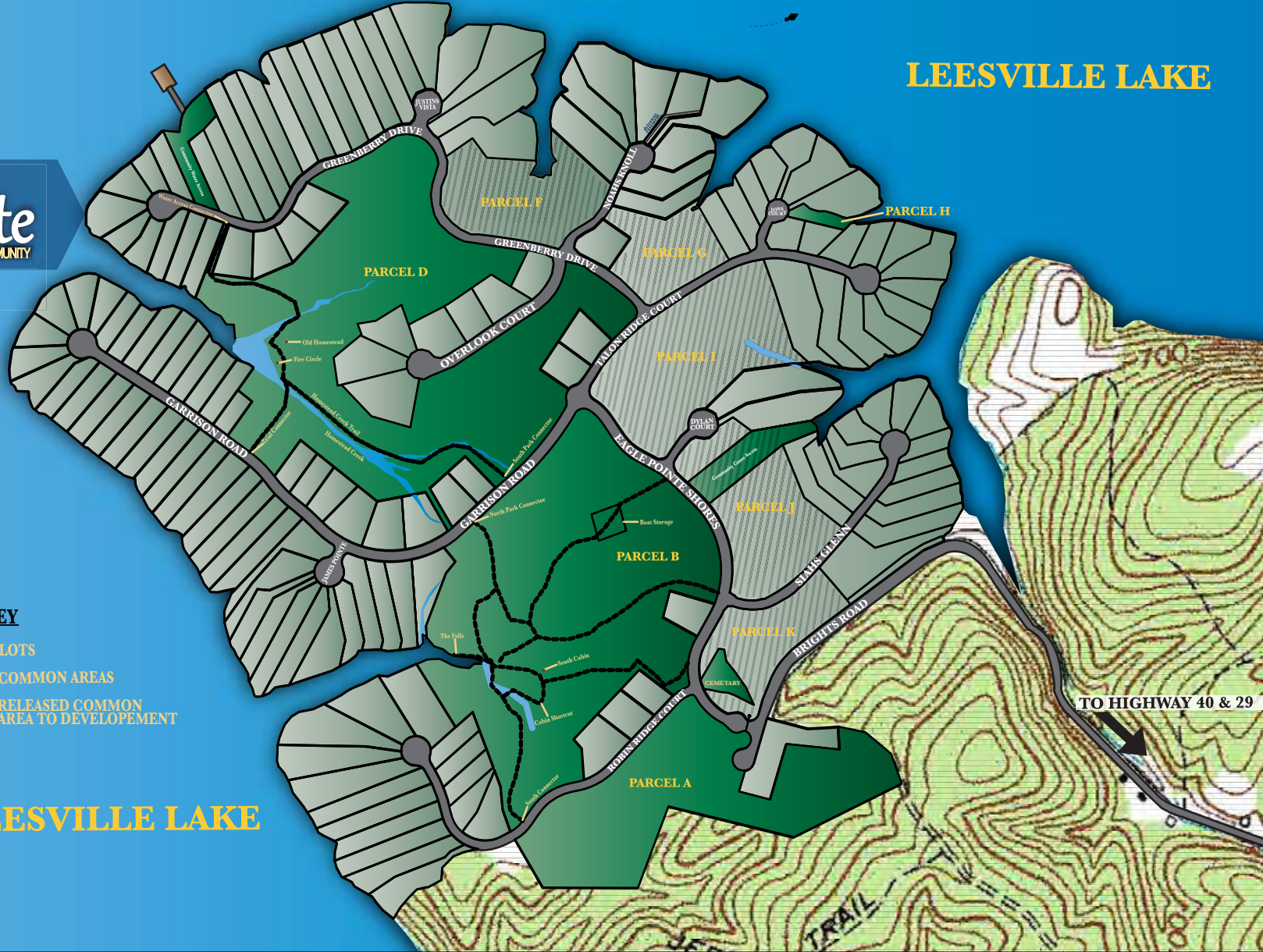
LEESVILLE LAKE

LEESVILLE LAKE



KEY

-  LOTS
-  COMMON AREAS
-  RELEASED COMMON AREA TO DEVELOPMENT



Phase 1

13 269236 MAR 14 2013

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE POINTE SHORES

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores ("Amendment") is made this 21st day of January, 2013 by the Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation (the "Association"), pursuant to the approval of the Owners.

I. RECITALS

- A. On November 8, 2006, Eagle Pointe Shores, LLC, a Virginia limited liability company (the "Original Declarant") recorded the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe Shores (the "Declaration"), which documents were recorded as Exhibit A to the Deed of Subdivision of Eagle Pointe Shores, Phase I among the land records of Pittsylvania County, Virginia as Instrument 060008585.
- B. The Declaration was subsequently recorded as Exhibit A to the Deeds of Subdivision of Eagle Pointe Shores, Phases II and III.
- C. The remaining lots owned by Eagle Pointe Shores, LLC were sold at foreclosure to Eagles Place LLC, a Virginia limited liability company, which, pursuant to Section 1.1 (P) of the Declaration, is now the Declarant.
- D. Sections 14.2 and 14.3 of the Declaration provide that the Declaration may be amended upon the written approval of members entitled to cast at least seventy five percent (75%) of the total number of votes or upon a seventy five percent (75%) vote by the members at a meeting called for such purpose.
- E. The Association, as authorized by the requisite number of votes by the members, desires to amend Section 1.1(Q) to provide for a longer Declarant Control Period.
- F. In all other respects, the terms and conditions of the Declaration shall remain in full force and effect.

II. AMENDMENT OF SECTION 1.1(Q)

Pursuant to the Declaration, the members of the Association have duly voted to amend the Declaration such that Section 1.1(Q) of the Declaration is deleted in its entirety and replaced with the following:

"Declarant Control Period" means the period beginning upon the recordation of the Declaration among the Land Records and ending on the earliest of: (i) the fifteenth (15th) anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written

15; 1st Amendment to Declaration of Covenants
7/2; 1/3/13

Given Mailed to STATUSKO K. KRODZKY PC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

PG0015 MAR 11 12

notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period."

IN WITNESS WHEREOF, the Association, by and through its President, hereby certifies that more than seventy five percent (75%) of the votes of lot owners in Eagle Pointe Shores have approved and ratified this Amendment on the date set forth above.

Eagle Pointe Shores Homeowners Association,
a Virginia non-stock corporation

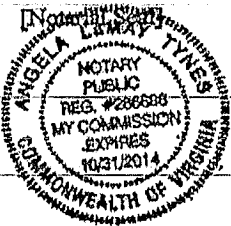
By: Norris E. Mitchell
Norris E. Mitchell, President

State of Virginia)
) ss
County of Fairfax)

The foregoing instrument was acknowledged before me this 28th day of January, 2013, by Norris E. Mitchell, President of Eagle Pointe Shores Homeowners Association, on behalf of the corporation.

Angela Lumley Tynes
Notary Public

My commission expires: 10-31-14



INSTRUMENT #130001439
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MARCH 11, 2013 AT 10:23AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

MINUTES of Eagle Point Shores H.O.A.

Meeting date: June 2nd, 2014

Call to order: A Special Meeting of the Eagle Point Shores Home Owner's Association ("Association") was called and held in Pittsville, Virginia (on the project's property on what is now the boat ramp pavilion and formally known as Lot 108, Phase II) on June 2nd, 2014. The meeting convened at 11:00 a.m., Declarant Eagle Point Shores, LLC represented by Larry Bragg, Manager presiding, and Mark Dalton, Assistant Manager/Secretary.

Informational Recitations:

Motion: Moved by Larry Bragg that the Complete Assignment of Declarant Rights be accepted and noted by the Association, and sent to the management company, Brownstone Properties, Inc. Further, Eagle Point Shores, LLC, as sole declarant and while the project is in the Declarant Control Period, has all rights and abilities of the Declarant as specified in a document properly executed and duly recorded in the Pittsylvania County land records under Instrument #140002365. A recorded copy is attached to these minutes for reference.

Motion carried.

Motion: Moved by Larry Bragg to acknowledge that Eagle Pointe Shores, LLC, as owner of 65 individual lots enjoys the rights of a Class B member as prescribed in the recorded Declaration of Covenants, Conditions and Restrictions where the Class B member shall have six votes for each Lot which it owns, summing to 390 votes and as of this date. Additionally, it is acknowledged that 87 Class A Members exist as individual Lot Owners.

Motion Carried.

Motion: Moved by Larry Bragg to acknowledge and certify that a majority of the voting members (counted by votes eligible to be cast out of the total available votes of all members) were present, along with a quorum, at the meeting.

Motion Carried.

New business:

Appointment of Management Board

Motion: Moved by Larry Bragg to appoint the following members to the Board of Directors of the Association:

Larry Bragg as President,
Mark Dalton as Vice-President,
Charles Payne as Secretary, and
Michelle Bluhm as Treasurer.

Motion Carried.

Offer to acquire common Parcels: F, G, I, J, and K

Motion: Moved by Larry Bragg to review and accept a Purchase Offer of the named Common Area parcels, for \$100.00 by Eagle Point Shores, LLC from the Association, in fee simple, along with all enjoyment rights, subject to rights of way existing or planned. Closing to be held immediately.

Motion carried.

Vote on acceptance on Offer

Motion: Moved by Larry Bragg to vote on the acceptance of the Offer to Purchase by Eagle Point Shores, LLC. As prescribed in Section 14.5 of the Declaration of Covenants, fifty-one percent of the Mortgagees and members entitled to cast at least sixty-seven percent of the total number of votes of each class must agree to transfer any part of the Common Area, of which there are a total of 477 votes as of this date, including Class A and Class B Members.

Motion carried [Note: 390 votes in favor of acceptance of the purchase offer]

Certification, Authorization, and Permission to Convey Parcels F, G, I, J, and K

Motion: Moved by Larry Bragg that the President of the Association has the ability, right, and authority to execute all necessary documentation on behalf of the Association to facilitate the conveyance of the Common areas as prescribed in the Deed of Subdivision to Eagle Point Shores, LLC, along with all rights and privileges subject to any rights of way.

Adjournment: The meeting was adjourned at 11:15 a.m.



Larry Bragg, President

Eagle Pointe Shores Homeowners Association



Date of approval

13 FEB 19 10 39 AM '13

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE POINTE SHORES

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores ("Amendment") is made this 21st day of January, 2013 by the Eagle Pointe Shores Homeowners Association, a Virginia non-stock corporation (the "Association"), pursuant to the approval of the Owners.

I. RECITALS

- A. On November 8, 2006, Eagle Pointe Shores, LLC, a Virginia limited liability company (the "Original Declarant") recorded the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe Shores (the "Declaration"), which documents were recorded as Exhibit A to the Deed of Subdivision of Eagle Pointe Shores, Phase I among the land records of Pittsylvania County, Virginia as Instrument 060008585.
- B. The Declaration was subsequently recorded as Exhibit A to the Deeds of Subdivision of Eagle Pointe Shores, Phases II and III.
- C. The remaining lots owned by Eagle Pointe Shores, LLC were sold at foreclosure to Eagles Place LLC, a Virginia limited liability company, which, pursuant to Section 1.1 (F) of the Declaration, is now the Declarant.
- D. Sections 14.2 and 14.3 of the Declaration provide that the Declaration may be amended upon the written approval of members entitled to cast at least seventy five percent (75%) of the total number of votes or upon a seventy five percent (75%) vote by the members at a meeting called for such purpose.
- E. The Association, as authorized by the requisite number of votes by the members, desires to amend Section 1.1(Q) to provide for a longer Declarant Control Period.
- F. In all other respects, the terms and conditions of the Declaration shall remain in full force and effect.

II. AMENDMENT OF SECTION 1.1(Q)

Pursuant to the Declaration, the members of the Association have duly voted to amend the Declaration such that Section 1.1(Q) of the Declaration is deleted in its entirety and replaced with the following:

"Declarant Control Period" means the period beginning upon the recordation of the Declaration among the Land Records and ending on the earliest of: (i) the fifteenth (15th) anniversary of the date of recordation of this Declaration; (ii) the date 90% of the Lots have been conveyed by the Declarant to Owners, other than the Declarant or Builders; (iii) the date specified by the Declarant in a written

Givnot Mailed to JARIUSKO, K. could y pl

PG 0015 MAR 13 2

notice to the Association that the Declarant Control Period is to terminate on that date; or (iv) the end of the Development Period.”

IN WITNESS WHEREOF, the Association, by and through its President, hereby certifies that more than seventy five percent (75%) of the votes of lot owners in Eagle Pointe Shores have approved and ratified this Amendment on the date set forth above.

Eagle Pointe Shores Homeowners Association,
a Virginia non-stock corporation

By: Norris E. Mitchell
Norris E. Mitchell, President

State of Virginia)

) ss

County of Fairfax)

The foregoing instrument was acknowledged before me this 28 day of January, 2013,
by Norris E. Mitchell, President of Eagle Pointe Shores Homeowners Association, on behalf of
the corporation.

Angela
Notary Public

My commission expires: 10-31-14



INSTRUMENT #130001439
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MARCH 11, 2013 AT 10:25AM

H. F. HAYMORE, CLERK
RECORDED BY: NKJ

PG 0060 JUN 5 2014 14:02615

This document was prepared by G. Redmond Dill, Jr.,
Attorney-at-Law, P.O. Box 332, Valdese, N.C. 28690
Bar #5579

**TITLE NOT EXAMINED BY DRAFTSMAN.
TITLE INSURANCE PROVIDED BY:
All-Virginia Title & Escrow, Inc/Fidelity**

Tax PIN No.: 1594-67-8203; 1594-76-7989; 1594-76-8474; 1594-85-0699; 1594-84-2983

CONSIDERATION: \$100.00
ASSESSED VALUE: \$0.00

ADDRESS FOR TAX BILL:
Post Office 3818
Mooresville, North Carolina 28117

RETURN TO: G. REDMOND DILL, JR., Attorney, P.O. Box 332, Valdese, N.C. 28690

THIS DEED OF BARGAIN AND SALE, made this 4th day of June, 2014, by and between

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, party of the first part, and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company, Grantee, party of the second part.

WITNESSETH

THAT for and in consideration of the sum of **TEN (\$10.00) DOLLARS** cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with General Warranty and English Covenants of Title, unto Grantee, all of that certain lot or parcel of land together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, State of Virginia, and more particularly described as follows:

TRACT I:

Tract F, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-06681, with attached plans recorded in Map Book 44, Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Given Mailed to All Virginia Title

PG0061 JUN-5 2

TRACT II:

Tracts G, I, J and K, Eagle Pointe Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-98325, with attached plats recorded in Map Book 44, Pages 58B through pages 58E, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

This conveyance is executed pursuant to Article 14, Section 14.5, of the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores recorded as Instrument #060008585 stating at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes of each class authorize the conveyance of the above described property. For further reference, see the Complete Assignment of Declarant Rights as recorded in instrument #140002365 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

The Grantor also conveys unto the Grantee herein non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Grantor herein.

PG0062 JUN-5 2

TO HAVE AND TO HOLD the above described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal.

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

By: LB
LARRY M. BRAGG, President
Board of Directors
Eagle Pointe Shores Homeowners Association

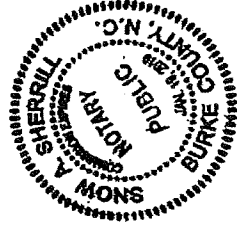
STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, SNOW A. SHERRILL, a Notary Public in and for said County and State, do hereby certify before me personally came Larry M. Bragg, President for the Board of Directors of Eagle Pointe Shores Homeowners Association personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as President on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 4th day of June, 2014.

Snow A. Sherrill
SNOW, A. SHERRILL, Notary Public N.P. (SEAL)
(Notary Seal)

Commission Expiration: 1-19-19



PG0063 JUN-5


Resolution Authorizing the Execution of Conveyance of F, G, I, J and K from Eagle Pointe Shores H.O.A. to Eagle Point Shores, LLC by President of Board of Directors


This Resolution dated the 2nd day of June, 2014 upon Motion of Charles Payne, Secretary of Eagle Pointe Shores H.O.A. that Larry Bragg, as President for the Board of Directors of Eagle Point Shores H.O.A. be authorized to execute a conveyance Common Areas designated as Parcels F, G, I, J and K on behalf of the Association to Eagle Point Shores, LLC.


Motion was voted and passed.


This the 2nd day of June, 2014.

**EAGLE POINTE SHORES HOMEOWNER'S ASSOCIATION
BOARD OF DIRECTORS**

By:  Larry Bragg, President

By:  Mark Dalton, Vice President

By:  Charles Payne, Secretary

By:  Michelle Bluhm, Treasurer

INSTRUMENT #149002615
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
JUNE 5, 2014 AT 11:13AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

Eagle Point Shores, LLC
P.O. Box 3818
Moorestville, North Carolina 28117
(704) 990-7400

May 5, 2014

Dear Eagle Pointe Shores Lot Owner:

Recently, we have finalized our purchase of Phase II and Phase III from Norris Mitchell (Eagles Place, LLC). This completes our transfer into Eagle Point Shores, LLC and as such, we become the sole Declarant of Eagle Pointe Shores.

Currently, Eagle Pointe Shores is in Developer control. During this period, we are installing capital improvements such as electric power to Phase II and III, paving roads, and finishing the undone items left by the previous developer.

We are also installing a boat ramp with courtesy docks and generally improving the common access to the lake. I am sure you will be very happy with the work and how Eagle Pointe Shores now looks!

As the sole declarant, we have also made changes to the Common Areas. We have dedicated significant waterfront land to create the waterfront park. In fact, we have dedicated over three hundred feet of waterfrontage for common usage! This is where the boat ramp and docks are located. We hope you visit there soon to see the great things happening.

As the Declarant of Eagle Pointe Shores, we also have elected to make changes to the Common Areas identified on the original plans. We will remove several parcels from the Common Areas: Parcels F, G, I, J and K. As prescribed in the Eagle Pointe Shores Declaration, page 46, Article 14, Section 14.5, "**Mortgagee and Owner Approval**", we, as the Declarant of the Eagle Pointe Shores Homeowners Association shall transfer these tracts to Eagle Point Shores LLC to be further divided and sold. We have this right as Declarant, but more specifically we have approval with at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes, as directed by the Covenants specified in the above stated section. Should you have any questions or concerns, please feel to respond to this letter or simply call me.

We will retain Parcel A (21 acres), Parcel B (47 acres), Parcel C (73 acres) and Parcel D (49 acres) in the Common Area, for a total of 191.27 acres. These are the parcels that are developed into walking trails, and connect the community to the waterfront park. Please see the map on reverse for identifying these areas.

We will offer properties in Phase III for sale this month. Should you, your friends, or any family have an interest in buying a homesite in this new phase, please have them call the Evergreen South Office where they will be more than helpful!

We look forward to seeing you on your property, and we will schedule a summer cookout once we finish the waterfront park so we can see you in person. As always, we wish you a safe and enjoyable summer!

Sincerely,

Larry Bragg, Manager
Eagle Point Shores, LLC
larrybragg@evergreensouth.com

COMPLETE ASSIGNMENT OF DECLARANT RIGHTS

This **COMPLETE ASSIGNMENT OF DECLARANT RIGHTS** (this "Assignment"), is made May 16, 2014 by **EAGLES PLACE LLC**, a Virginia limited liability company ("Assignor") and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company ("Assignee").

RECITALS:

A. Assignor is a "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores Subdivision, Phase 3 found in Instrument #07-08325 and for Eagle Pointe Shores, Phase 2 as found in Instrument #07-06681 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "Declaration").

B. Assignor became the Declarant pursuant to a Deed of Foreclosure dated August 13, 2010, from Samuel I. White, P.C., a Professional Corporation, Substitute Trustee, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as instrument #10-05010.

C. Pursuant to Section 1.1(P) of the Declaration, Declarant may assign any or all of its rights by assignment recorded in the land records. The Declaration further provides: "Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant."

D. By Deed of even date herewith, intended to be recorded in the land records immediately prior hereto, Assignor conveyed to Assignee the fifty-nine (59) parcels of property described in Exhibit A hereto.

NOW THEREFORE, in consideration of the foregoing, Assignor hereby assigns to Assignee all Assignor's remaining rights as Declarant for Eagle Pointe Shores Subdivision, Phase 2 and Phase 3. Assignee accepts the foregoing assignment and hereby assumes all Assignor's obligations as Declarant with respect to Phase 2 and Phase 3. Assignor has no remaining rights and obligations as Declarant in the remaining property in Eagle Pointe Shores owned by Assignor.

[Signatures appear on following page.]

Given Mailed to All Virginia Title

Witness the signatures of the parties hereto.

ASSIGNOR:


EAGLES PLACE LLC

By: Norris E. Michell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC
CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: 
Larry M. Bragg, Manager

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: Norris E. Mitchell
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: _____

Larry M. Bragg, Manager

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

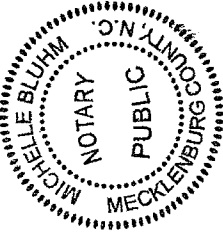
Witness my hand and seal, this the _____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 19th day of May, 2014.



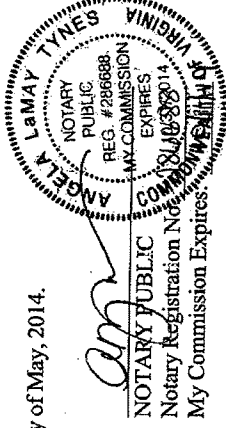
Michelle Bluhm

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: October 2, 2016

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, Angela Tynes, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 16 day of May, 2014.



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the ___ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

EXHIBIT A

The land referred to in this Assignment is situated in the County of Pittsylvania, State of Virginia, as is described as follows:

Lot Nos. 83, 84, 85, 86, 87, 88, 98, 99, 100, 101, 110, 111, 112, 115, 116, 117, 119, 122, 124, 127, 128, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070006681, with attached plats made by Acres of Virginia, Inc., dated August 11, 2006, revised November 24, 2006, recorded in Map Book 44, at Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 106, 107, 108, 109, Eagle Pointe Shores Subdivision, Phase 2, recorded as Instrument #070006681, and as shown on Re-Subdivision Plat Showing Lots 106, 107, 108 & 109, Phase II, dated November 18, 2013, made by Acres of Virginia, Inc., recorded in Map Book 44, at page 170 H, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 170, 171, 172, 173, 174, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206 and 207, Eagle Point Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070008325, with attached plats made by Acres of Virginia, Inc., dated August 27, 2007, revised September 6, 2007, recorded in Map Book 44, at pages 58B through 58E, in the Clerk's Office of Pittsylvania County, Virginia.

Assignor also conveyed to Assignee non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Assignor.

INSTRUMENT #140002765
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MAY 22, 2014 AT 11:34AM

H. F. HAYMORE, CLERK
RECORDED BY: KWJ

Eagle Pointe Shores
Deed of Subdivision

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

PG0079 OCT 25 6
07-08325

PREPARED BY AND RETURN TO:
Scott M. Wheatley, Esq.
WHEATLEY LAW FIRM, PLC
5900 Centreville Road, Suite 303
Centreville, VA 20171
703-631-4512

DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION, is made on October 2, 2007, by and between EAGLE
POINTE SHORES, LLC, a Virginia limited liability company ("EPS" or "Owner") (Grantor);
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation
("Association") (Grantor); TRSTE, Inc., a Virginia corporation, Trustee, (the "Wachovia
Trustee") (Grantor); WACHOVIA BANK, NATIONAL ASSOCIATION, Beneficiary
("WACHOVIA") (Grantor); RACHEL V. CROUCH, Trustee, of Fairfax County, Virginia (the
"Plymale Trustee") (Grantor); EDWARD N. PLYMALE, Beneficiary ("Plymale") (Grantor);
and EAGLE POINTE SHORES, LLC, a Virginia limited liability company, (Grantee); and
EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation
("Association") (Grantee).

RECITALS:

R-1. EPS is the owner of certain lands located in Pittsylvania County, Virginia,
identified as Pittsylvania County Tax ID Numbers 016-8-4, 016-A-1B, 016-8-3A, 016-A-2B,
016-8-2B, 016-3-A, 016-3-B, 016-3-C, 016-1-2B and 21.396 acres formerly part of 016-A-4A
(the "EPS Property"), and EPS having acquired the Property by Deeds recorded in Deed Book
1489, at Page 617, Deed Book 1490, at Page 707, Deed Book 1521, at Page 534, Deed Book
1521, at Page 540, and as Instrument Number 060001053; and Instrument Number 060002121,
and also identified as the Residue as set forth in the Deed of Subdivision for Eagle Pointe Shores,

SEE MAP BOOK
NO. 44 PAGE 52B, C, D, & E

Order: 31105002
Address: Greenberry Drive 114

Given Mailed to Kyle Goldsmith

Deed of Subdivision
Eagle Pointe Shores, Phase 3
Page 1

Order Date: 07-18-2024
HomeWiseDocs

Phase 1, recorded as Instrument Number 060008585 and the Plat attached thereto and recorded in Map Book 44, Page 30H through Map Book 44, Page 31B.

R-2. The EPS Property is subject to a Deed of Trust (the "Wachovia Deed of Trust") to the Wachovia Trustee recorded as Instrument Number 070004910, securing Wachovia.

R-3. Part of the EPS Property is subject to a Deed of Trust (the "Plymale Deed of Trust") to the Plymale Trustee (the Plymale Trustee having been appointed by Deed of Substitution of Trustee and Subordination Agreement recorded as Instrument Number 060002128) recorded in Deed Book 1490, at Page 712, securing Plymale.

R-4. It is the desire and intent of the Owners to (i) subdivide the Property into lots, parcels, roads, and residue in accordance with this Deed of Subdivision and as shown on the plat attached hereto dated August 27, 2007, revised September 6, 2007, entitled "Subdivision Plat Showing Phase 3, Lots 154 thru 174, 194 thru 207, and Parcels "G", "H", "I", "J", "K" and "L," EAGLE POINTE SHORES," and prepared by Acres of Virginia, Inc., Thomas C. Brooks, Jr., Land Surveyor (the "Plat"), said Plat being incorporated herein by this reference, (ii) to create easements, (iii) to subject the lots, parcels, roads and residue to easements, covenants, conditions and restrictions, (iv) to convey roads to the Association for private street purposes, (v) to convey common area to the Association; (vi) to release the roads and common area from the liens of the deeds of trust; and (vii) to subordinate the deeds of trust to the easements and covenants conditions and restrictions created hereby.

SUBDIVISION

THIS DEED FURTHER WITNESSETH that, in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners, together with the

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Wachovia Trustee, and the Plymale Trustee, as authorized to act by Wachovia and Plymale, the Beneficiaries, as shown by their execution hereof, do hereby subdivide the Property into lots and parcels to be known as Lots 154 through 174, inclusive, Lots 194 through 207, inclusive, Parcels G through L, inclusive, the Roads (as hereinafter defined), and the Residue (as hereinafter defined), Eagle Pointe Shores, Phase 3, all in accordance with the Plat, with the remainder of the Property (the "Residue") reserved to EPS for use in future phases the subdivision. NOTE: Lots 175 though 193, inclusive, Eagle Pointe Shores, Phase 3, are not created hereby and do not exist.

ROADS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby dedicate to private street purposes and convey to the Association, in fee simple, the land labeled on the Plat as "TALON RIDGE COURT," "JONS COURT," "GREENBERRY DRIVE," "SIAHS GLENN," "DYLAN COURT," "GARRISON RIDGE," "EAGLE POINTE SHORES DRIVE," AND "ROBIN RIDGE COURT" (collectively, the "Roads") in the location as bounded and described on the Plat, subject to the following terms and conditions:

1. All Roads and all improvements thereon shall be and remain the property of the Association, its successors and assigns, who shall properly maintain the Roads and improvements thereon, in accordance with standards required by and imposed by governmental authorities and/or the Association.

2. All Lot owners, their agents and invitees, all governmental emergency and police personnel and vehicles, and all governmental authorities shall have an ingress and egress easement over and across the Roads, shall have full use of the Roads and improvements for

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private street purposes, and shall have all rights and privileges reasonably necessary to the exercise of the ingress and egress easement.

3. The rights of the Lot owners, emergency, police, governmental authorities, and Plymales to use the Roads and the easement for ingress and egress stated in paragraphs 1 and 2 above are not personal covenants but are covenants running with the land, which are and shall be binding upon the Association, its successors and assigns, as owner of the Roads.

SUBDIVISION EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners and the Association do hereby create and establish for the benefit of the Association and the Lot owners, their successors and assigns, easements for public and private utilities, slope maintenance and storm water drainages for the purpose of constructing, operating, maintaining, adding to or altering present or future public utilities, private utilities, slope maintenance and storm water drainage facilities, sewers and appurtenances for the installation of public and private utilities and their apparatus, maintenance of slopes, and collection of sanitary sewage and storm drainage and its transmission through and across the Lots, the Parcels and the Roads in the locations as bounded and described on the Plat, including, without limitation, the areas described on the Plat as "20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT," "20' PUBLIC AND PRIVATE UTILITY EASE.," "VARIABLE PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT," "PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE

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EASEMENT," "15' PERMANENT DRAINAGE EASEMENT," and "15' PERMANENT DRAINAGE EASEMENT TO DRAIN TO NATURAL WATERCOURSE," subject to the following conditions:

4. All storm drainage, storm water management and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the Association, its successors and assigns.

5. All public utility lines, apparatus and appurtenant facilities which are installed in the easements and rights of ways shall be and remain the property of the public utility installing the same, its successors and assigns.

6. All private utilities lines, apparatus and appurtenant facilities which are installed in the easements and rights of ways shall be and remain the property of the Lot owner installing the same.

7. The Association, Lot owners, and public utility companies, their agents and/or assigns shall have full and free use of the easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the rights of way and the right to use adjoining the Lots, Parcels, Roads and/or Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Association, public utility company or Lot owner to erect any building, structure or facility of a permanent nature on such adjoining lands.

8. The Association, Lot owners and public utility companies, their agents and/or assigns shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other

obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of utility, sewer and drainage facilities; provided, however, that the Association, Lot owner or public utility, as the case may be, at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

9. EPS and its successors in interest shall have the right to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Association, Lot owners or public utilities for the purposes named; provided, however, that no use shall be made of the easements which shall interfere with the natural drainage; and provided further that the EPS shall not erect any building or other structure on the easements or within the area of the easements, without obtaining the prior written approval of the Association.

COMMON DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, EPS does hereby reserve Common Driveway Easements, as hereinafter defined, to EPS and its successors in interest, for the designated Lots in the locations and as bounded and described on the Plat as "20' JOINT USE DRIVEWAY EASEMENT FOR LOTS 158 AND 159" and "20' JOINT USE DRIVEWAY EASEMENT FOR LOTS 159 AND 160" (the "Common Driveway Easements"). The Common Driveway Easements are for the purpose of constructing, operating, maintaining, adding to or

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altering present or future driveways and appurtenant facilities for the purpose of providing ingress and egress to the Lots served thereby, subject to the following conditions:

10. Maintenance of the Common Driveways shall be as provided in the Declaration (as hereinafter defined).
11. All Lots served by or subject to Common Driveway Easements are designated as Common Driveway Lots as defined in the Declaration.
12. All Common Driveways (as defined in the Declaration) shall be properly permitted, and shall be constructed, operated and maintained in accordance with the Declaration, all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.
13. Each Common Driveway Lot Owner shall have full and free use of the Common Driveway and Common Driveway Easement for ingress and egress purposes, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the Roads and the right to use adjoining Lots, Parcels, Roads and Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow any Common Driveway Lot Owner to erect any building, structure or facility of a permanent nature on such adjoining lands.
14. The Common Driveway Lot Owners and the Association shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Common Driveway Easement, deemed by the Common Driveway Lot Owner or Association to interfere with the proper construction, operation and maintenance of the Common Driveway and its appurtenances; provided, however, that the Association and/or the

Common Driveway Lot Owners at their own expense shall restore, as nearly as possible, the premises, including streets, roads and trails, to their original condition, such restoration to include the backfilling of trenches, the repaving of streets and roads, the resurfacing of trails, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

DRAINFIELD EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, EPS does hereby reserve a Drainfield Easement, as hereinafter defined, to EPS and its successors in interest, for the designated Lots in the locations and as bounded and described on the Plat as "D. F. EASEMENT FOR LOT X" where LOT X represents LOT 154, LOT 155, LOT 156, LOT 157, LOT 158, LOT 159, LOT 160, LOT 161, LOT 162, LOT 194, LOT 195, LOT 201, LOT 202 and LOT 203, as the case may be, and also in the locations bounded and described on the Plat as "20' PUBLIC UTILITY, PRIVATE UTILITY, PERMANENT CONSTRUCTION, SLOPE MAINTENANCE AND DRAINAGE EASEMENT" and "15' WIDE PRIVATE UTILITY EASEMENT" leading from the private utility easement to the drainfield for each Lot (the "Drainfield Lot Easement"). The Drainfield Lot Easement is for the purpose of constructing, operating, maintaining, adding to or altering present or future septic systems and septic system lines, plus necessary inlet structures, and appurtenant facilities for the collection and processing of sanitary sewage and its transmission through and across the Lots, Roads and Parcels and the release of septic system effluent in the location as more particularly bounded and described on the Plat, and through and across the Roads generally, subject to the following conditions:

15. All septic systems, lines, sewers, inlet structures and appurtenant facilities shall be installed, operated and maintained at the sole cost and expense of the owner of the Lot served by the Drainfield Lot Easement (the "Drainfield Lot Owner"), shall be properly permitted, and shall be constructed, operated and maintained in accordance with all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.

16. All septic systems, lines, sewers, inlet structures and appurtenant facilities which are installed in the easement and right of way shall be and remain the property of the Drainfield Lot Owner.

17. The Drainfield Lot Owner shall have full and free use of the easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to and from the right of way and the right to use adjoining Lots, Parcels, Roads and Residue where necessary; provided, however, that this right to use adjoining lands shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Drainfield Lot Owner to erect any building, structure or facility of a permanent nature on such adjoining lands.

18. The Drainfield Lot Owner shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Drainfield Lot Easement, deemed by the Drainfield Lot Owner to interfere with the proper construction, operation and maintenance of the septic system and its appurtenances; provided, however, that the Drainfield Lot Owner at its own expense shall restore, as nearly as possible, the premises, including streets, roads and trails, to their original condition, such restoration to

include the backfilling of trenches, the repaving of streets and roads, the resurfacing of trails, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

19. EPS reserves the right to construct and maintain streets, roadways and trails over the Drainfield Lot Easements and to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Drainfield Lot Owner for the purposes named.

PRIVATE WATERFRONT EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby reserve unto all Lots with a common boundary with Parcel L (the "Waterfront Lots") an exclusive right to use easement (the "Waterfront Easement") over that portion of Parcel L which is bounded by extending in a straight line the property lines of the Waterfront Lots which are perpendicular (or nearly perpendicular) to the shoreline of Leesville Lake, the property line of the Lot, and the edge of the water of Leesville Lake, subject to the following conditions:

20. Each Waterfront Lot Owner shall maintain the area within the Waterfront Easement, at the sole cost and expense of the Waterfront Lot Owner, in accordance with all applicable governmental regulations and prudent management practices in a manner which will minimize the impact in the environment.

21. No boat ramp shall be erected within the Waterfront Easement.

22. The Waterfront Lot Owner shall have full, free and exclusive use of the Waterfront Lot Easement for recreational purposes, and shall have all rights and privileges

reasonably necessary to the exercise of the Waterfront Lot Easement, including the right of access to and from Leesville Lake.

23. The Waterfront Lot Owner shall have the right, at the Waterfront Lot Owner's own expense, to install a boat dock and/or walkway, to trim, cut and remove trees, shrubbery, or other obstructions in the Waterfront Lot Easement, provided, however, that the Waterfront Lot Owner shall comply with the covenants, conditions and restrictions of the Association, and all governmental regulations, including, without limitation, any shoreline management plans or regulations established by the Federal Energy Regulatory Commission and/or its licensees.

CONVEYANCE OF COMMON AREA

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby grant and convey unto the Association, in fee simple, "PARCEL G," "PARCEL H," "PARCEL I," "PARCEL J," "PARCEL K" and "PARCEL L" as more particularly described shown on the Plat (collectively, the "Common Area"), subject to Note 8 on the Plat and the easements created herein, and for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Common Area, as more particularly bounded and described on the Plat, subject to the following terms and conditions:

24. EPS, its successors and assigns shall have the right to construct recreational facilities (the "Recreational Facilities") on the Common Area in accordance with overall development plans of EPS for Eagle Pointe Shores, Phases 1-3, The Cliffs at Eagle Pointe Shores and Eagle's View subdivisions (the "Eagle Pointe Shores Subdivisions"), and plans permitted and approved by applicable governmental authorities.

25. All existing vegetation in the Common Area areas shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement areas be denuded, defaced or otherwise disturbed except as required for the use of the easement created herein or to install, operate and maintain the Recreational Facilities.

26. In the event of any violation of these conservation easements, the Owner or Lot owner causing such violation shall be solely responsible for the restoration of the Common Area to its condition as of time immediately prior to the violation. Further, the Association and its agents shall have the right, but not the obligation, to restore the Common Area to the extent the Association may deem necessary. The cost of such restoration shall be reimbursed to the Association by the violating Owner or Lot owner, their successors and assigns, upon demand.

27. The Owners and Association agree that the agreements and covenants stated in paragraphs 20 through 26, inclusive, are not covenants personal to the Owner and Association but are covenants running with the land, which are and shall be binding upon the Owner and the Association, their successors and assigns.

BUILDING SETBACK LINES

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby subject all of the Lots and Parcels to building setback lines in the locations as shown and designated on the Plat as "BSL" with a distance indicated (the "BSL") and in accordance with Note 12 on the Plat. No building or structure shall be erected by any Lot Owner or the Association within the BSL areas. Driveways shall not be considered structures for purposes of the BSL restriction created hereby.

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owners, with the express concurrence of the Association, declare the Lots, Parcels and Roads to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), attached to the Deed of Subdivision recorded as Instrument Number 060008585 as Exhibit A and made a part hereof by this reference, which are for the purpose of protecting the value and desirability of, and shall run with the Eagle Pointe Shores Lots, Parcels and Roads and shall be binding on all parties having any right, title or interest in the Eagle Pointe Shores Subdivision or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof. The Association accepts the responsibilities and obligations imposed in this Deed of Subdivision and the Declaration.

EXPANSION OF EAGLE POINTE SHORES SUBDIVISION

Notwithstanding any other provision of this Deed of Subdivision or of the Declaration, the Owners reserve unto themselves the right to further subdivide the Residue, together with additional parcels of land adjacent to any part of Eagle Pointe Shores subdivision, into additional lots, parcels, roads and residue, and to add such lots, parcels, roads and residue to the Eagle Pointe Shores Subdivision and subject the same to the covenants, conditions, restrictions, easements and rights of way contained in this Deed of Subdivision and the Declaration; and to grant unto the owners of such lots, parcels, roads and residue the same rights of way, easements, and privileges as are conferred upon the Lot owners by this Deed of Subdivision and the

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Declaration. Future sections of Eagle Pointe Shores Subdivision are tentatively called "The Cliffs at Eagle Pointe" and "Eagle's View."

TRUSTEES RELEASE AND SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Wachovia Trustee and the Plymale Trustee, as authorized to act by Wachovia and Plymale, respectively, as shown by their execution hereof, do hereby release and discharge from the liens of the Wachovia Deed of Trust and the Plymale Deed of Trust (collectively, the "Deeds of Trust") the Roads, and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, as the same are shown on the Plat, and do hereby subordinate the liens of the Deeds of Trust to the easements and the covenants, conditions and restrictions created herein and in the Declaration.

The Association, its successors and assigns, shall have and hold the Roads and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, fully released and discharged from the liens and operation of the Deeds of Trust.

It is expressly understood that the release of the Roads and Parcels G, H, I, J, K and L, Eagle Pointe Shores, Phase 3, from the liens of the Deeds of Trust, and the subordination of the liens of the Deeds of Trust to the easements granted herein and to the covenants, conditions and restrictions created herein shall not release in any way the lien of the Wachovia Deed of Trust and/or the Plymale Deed of Trust upon the Lots and Residue which are specifically and expressly not released hereby; and the Wachovia Deed of Trust and the Plymale Deed of Trust shall remain in full force and effect as to the Lots and the Residue, subject to said subordination.

MISCELLANEOUS

This Deed of Subdivision is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Pittsylvania County, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of the Owners, who are the owners and proprietors of the land within the bounds of the subdivision, and the Trustees.

All references to "Deed Books", "D.B.", "Map Books", "M.B.", "Pages," "P" and "Instrument Number" herein are references to the Deed Books, Map Books, Pages and Instrument Numbers in the land records of the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia. The word "including" does not denote exclusive, and where exclusion is intended the word "comprising" is used. The word "or" shall be construed to mean "and/or" unless such a construction is clearly inconsistent with the context.

Except as expressly stated herein, all covenants, conditions, restrictions, easements, and rights of way shall run with the land.

This Deed of Subdivision may be executed and acknowledged in any number of counterparts, with the signature and notary pages being assembled to make and constitute one document.

[Signature Pages Follow Next]

IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Eagle Pointe Shores, LLC, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR, OWNER and GRANTEE:

EAGLE POINTE SHORES, LLC
a Virginia limited liability company

By: [Signature]
Kyle H. Goldsmith, Manager

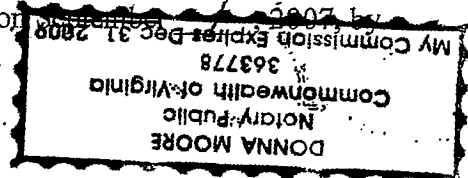
By: [Signature]
Edward N. Plymale, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October, 2007, by Kyle H. Goldsmith, Manager of Eagle Pointe Shores, LLC.

My commission expires: 12/31/09

[Signature]
Notary Public

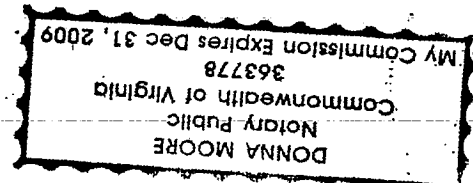


COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on September 1, 2007, by Edward N. Plymale, Manager of Eagle Pointe Shores, LLC.

My commission expires: 12/31/09

[Signature]
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Wachovia, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and BENEFICIARY:

WACHOVIA BANK, NATIONAL ASSOCIATION

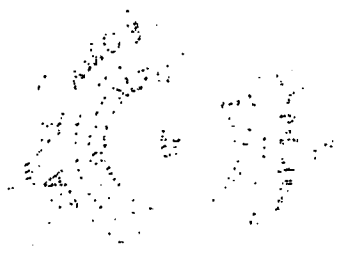
By: *Richard B. Carriker*
(name) RICHARD B. CARRIKER
(title) VICE PRESIDENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

The foregoing instrument was acknowledged before me on October 2nd, 2007, by (name) Richard B. Carriker, (title) Vice President on behalf of Wachovia Bank, National Association.

My commission expires: 1-31-2008

Alicia M. Amos #342218
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by the Wachovia Trustee, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and TRUSTEES:

TRSTE, Inc.
Trustee of the Wachovia Deed of Trust

By: [Signature]
(name) Harvey L. Matherley
(title) Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

The foregoing instrument was acknowledged before me on October 2nd, 2007, by (name) Harvey L. Matherley, (title) Vice President on behalf of TRSTE, Inc.

My commission expires: 1/31/2008

Alicia M. Omos # 342218
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Edward N. Plymale, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and BENEFICIARY:

Edward N. Plymale
Edward N. Plymale

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October September / , 2007, by Edward N. Plymale.

My commission expires: 12/31/09

Donna Moore
Notary Public

DONNA MOORE
Notary Public
Commonwealth of Virginia
363778
My Commission Expires Dec 31, 2009

IN WITNESS WHEREOF, this Deed of Subdivision has been executed by the Plymale Trustee, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and TRUSTEE:

R. V. Crouch
Rachel V. Crouch., Trustee of the Plymale Deed of Trust

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me on ~~September~~ ^{October} 4, 2007, by Rachel V. Crouch, Trustee of the Plymale Deed of Trust.

My commission expires: 12/31/2011

P. Wheatley
Notary Public



IN WITNESS WHEREOF, this Deed of Subdivision has been executed by Eagle Pointe Shores Homeowners Association, with the specific intention that this Deed of Subdivision be effective as of the date first written above.

GRANTOR and GRANTEE:

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION
a Virginia nonstock corporation

By: Edward N. Plymale
Edward N. Plymale, Chairman of Board of Directors and President

By: Kyle H. Goldsmith
Kyle H. Goldsmith, Member of Board of Directors

Attest:

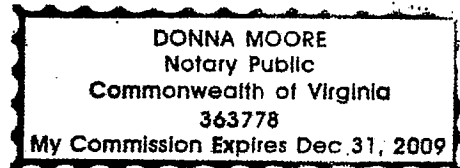
Donna Moore
Donna Moore, Secretary



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 1, 2007, by Edward N. Plymale, Chairman of the Board of Directors and President on behalf of Eagle Pointe Shores Homeowners Association.

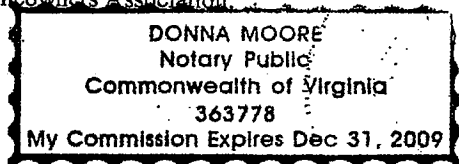
My commission expires: 12/31/09
Donna Moore
Notary Public



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 1, 2007, by Kyle H. Goldsmith, Member of the Board of Directors on behalf of Eagle Pointe Shores Homeowners Association.

My commission expires: 12/31/09
Donna Moore
Notary Public



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Pittsylvania

The foregoing instrument was acknowledged before me on October 24, 2007, by Donna Moore, Secretary of Eagle Pointe Shores Homeowners Association.

My commission expires: August 31 2011
Garolee H. Strobel 329696

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PG0100 OCT25 6

INSTRUMENT #070008325
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
OCTOBER 25, 2007 AT 11:51AM
H. F. HAYMORE, CLERK

RECORDED BY: GBA

Order: 5KY6B89TB
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Order Date: 07-18-2024
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PG0043 MAY 22 2014
14-02365

COMPLETE ASSIGNMENT OF DECLARANT RIGHTS

This **COMPLETE ASSIGNMENT OF DECLARANT RIGHTS** (this "Assignment"), is made May 16, 2014 by **EAGLES PLACE LLC**, a Virginia limited liability company ("Assignor") and **EAGLE POINT SHORES, LLC**, a North Carolina limited liability company ("Assignee").

RECITALS:

A. Assignor is a "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores Subdivision, Phase 3 found in Instrument #07-08325 and for Eagle Pointe Shores, Phase 2 as found in Instrument #07-06681 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "Declaration").

B. Assignor became the Declarant pursuant to a Deed of Foreclosure dated August 13, 2010, from Samuel I. White, P.C., a Professional Corporation, Substitute Trustee, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as instrument #10-05010.

C. Pursuant to Section 1.1(P) of the Declaration, Declarant may assign any or all of its rights by assignment recorded in the land records. The Declaration further provides: "Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarant shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant."

D. By Deed of even date herewith, intended to be recorded in the land records immediately prior hereto, Assignor conveyed to Assignee the fifty-nine (59) parcels of property described in Exhibit A hereto.

NOW THEREFORE, in consideration of the foregoing, Assignor hereby assigns to Assignee all Assignor's remaining rights as Declarant for Eagle Pointe Shores Subdivision, Phase 2 and Phase 3. Assignee accepts the foregoing assignment and hereby assumes all Assignor's obligations as Declarant with respect to Phase 2 and Phase 3. Assignor has no remaining rights and obligations as Declarant in the remaining property in Eagle Pointe Shores owned by Assignor.

[Signatures appear on following page.]

PG0044 MAY 22 2024

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: _____
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: LB
Larry M. Bragg, Manager

PG 0045 MAY 22 #

Witness the signatures of the parties hereto.

ASSIGNOR:

EAGLES PLACE LLC

By: Norris E. Mitchell
Norris E. Mitchell, Manager

ASSIGNEE:

EAGLE POINT SHORES, LLC

CAPITAL CREEK INVESTMENTS, LP,
Member

By: SOUTHEAST FORESTLANDS, LLC,
GENERAL PARTNER

By: _____
Larry M. Bragg, Manager

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

PG0046 MAY 22 2014

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

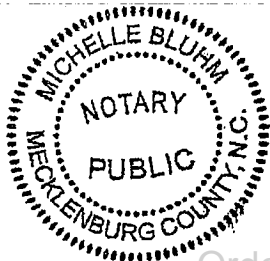
Witness my hand and seal, this the ____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 19th day of May, 2014.



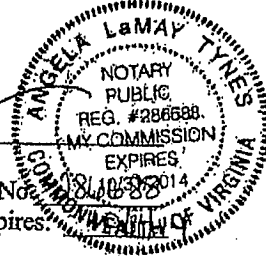
Michelle Bluhm
NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: October 2, 2016

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF)

I, Angela Tynes, a Notary Public in and for said County and Commonwealth, do hereby certify before me personally came NORRIS E. MITCHELL, Manager of EAGLES PLACE LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 16 day of May, 2014.

am
NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

I, MICHELLE BLUHM, a Notary Public in and for said County and State, do hereby certify before me personally came LARRY M BRAGG, Manager of SOUTHEAST FORESTLANDS, LLC, a North Carolina Limited Liability Company, General Partner of CAPITAL CREEK INVESTMENTS, LP, a Member of Eagle Point Shores, LLC, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the _____ day of May, 2014.

NOTARY PUBLIC
Notary Registration No. _____
My Commission Expires: _____

PG 0048 MAY 22 2014

EXHIBIT A

The land referred to in this Assignment is situated in the County of Pittsylvania, State of Virginia, as is described as follows:

Lot Nos. 83, 84, 85, 86, 87, 88, 98, 99, 100, 101, 110, 111, 112, 115, 116, 117, 119, 122, 124, 127, 128, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070006681, with attached plats made by Acres of Virginia, Inc., dated August 11, 2006, revised November 24, 2006, recorded in Map Book 44, at Pages 52A through pages 52F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 106, 107, 108, 109, Eagle Pointe Shores Subdivision, Phase 2, recorded as Instrument #070006681, and as shown on Re-Subdivision Plat Showing Lots 106, 107, 108 & 109, Phase II, dated November 18, 2013, made by Acres of Virginia, Inc., recorded in Map Book 44, at page 170 H, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Lot Nos. 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 170, 171, 172, 173, 174, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206 and 207, Eagle Point Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #070008325, with attached plats made by Acres of Virginia, Inc., dated August 27, 2007, revised September 6, 2007, recorded in Map Book 44, at pages 58B through 58E, in the Clerk's Office of Pittsylvania County, Virginia.

Assignor also conveyed to Assignee non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Assignor.

INSTRUMENT #140002365
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
MAY 22, 2014 AT 11:34AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

PG 0060 JUN-5 14-02615

This document was prepared by G. Redmond Dill, Jr., Attorney-at-Law, P.O. Box 332, Valdese, N.C. 28690 Bar #5579

TITLE NOT EXAMINED BY DRAFTSMAN. TITLE INSURANCE PROVIDED BY: All-Virginia Title & Escrow, Inc/Fidelity

Tax PIN No.: 1594-67-8203; 1594-76-7989; 1594-76-8474; 1594-85-0699; 1594-84-2983

CONSIDERATION: \$100.00 ASSESSED VALUE: \$0.00

ADDRESS FOR TAX BILL: Post Office 3818 Mooresville, North Carolina 28117

RETURN TO: G. REDMOND DILL, JR., Attorney, P.O. Box 332, Valdese, N.C. 28690

THIS DEED OF BARGAIN AND SALE, made this 4th day of June, 2014, by and between EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, party of the first part, and EAGLE POINT SHORES, LLC, a North Carolina limited liability company, Grantee, party of the second part.

WITNESSETH

THAT for and in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with General Warranty and English Covenants of Title, unto Grantee, all of that certain lot or parcel of land together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, State of Virginia, and more particularly described as follows:

TRACT I: Tract F, Eagle Pointe Shores Subdivision, Phase 2, as the same appears duly dedicated and platted by Deed of Subdivision recorded as instrument #07-06681, with attached plats recorded in Map Book 44, Pages 32A through pages 32F, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

Given Mailed to All Virginia Title

Order: 5KY6B89TB Address: Greenberry Drive 114

PG0061 JUN-5

TRACT II:

Tracts G, I, J and K, Eagle Pointe Shores Subdivision, Phase 3, as the same appears duly dedicated and platted by Deed of Subdivision recorded as Instrument #07-08325, with attached plats recorded in Map Book 44, Pages 58B through pages 58E, in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

This conveyance is executed pursuant to Article 14, Section 14.5, of the Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Shores recorded as Instrument #060008585 stating at least fifty-one percent of the members entitled to cast at least sixty-seven percent of the total number of votes of each class authorize the conveyance of the above described property. For further reference, see the Complete Assignment of Declarant Rights as recorded in Instrument #140002365 in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

The Grantor also conveys unto the Grantee herein non-exclusive perpetual rights-of-way in all subdivision roads as they now currently exist as well as any future rights-of-way developed by the Grantor herein.

PG0062 JUN-5

TO HAVE AND TO HOLD the above described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal.

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

By: LB
LARRY M. BRAGG, President
Board of Directors
Eagle Pointe Shores Homeowners Association

STATE OF NORTH CAROLINA

COUNTY OF BURKE

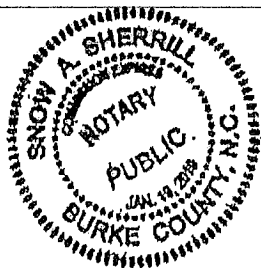
I, SNOW A. SHERRILL, a Notary Public in and for said County and State, do hereby certify before me personally came Larry M. Bragg, President for the Board of Directors of Eagle Pointe Shores Homeowners Association personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as President on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and seal, this the 4th day of June, 2014.

Snow A Sherrill N.P. (SEAL)
SNOW, A. SHERRILL, Notary Public

(Notary Seal)

Commission Expiration: 1-19-19



PG0063 JUN-5

Resolution Authorizing the Execution of Conveyance of F, G, I, J and K from Eagle Pointe Shores H.O.A. to Eagle Point Shores, LLC by President of Board of Directors

This Resolution dated the 2nd day of June, 2014 upon Motion of Charles Payne, Secretary of Eagle Pointe Shores H.O.A. that Larry Bragg, as President for the Board of Directors of Eagle Point Shores H.O.A. be authorized to execute a conveyance Common Areas designated as Parcels F, G, I, J and K on behalf of the Association to Eagle Point Shores, LLC.

Motion was voted and passed.

This the 2nd day of June, 2014.

**EAGLE POINTE SHORES HOMEOWNER'S ASSOCIATION
BOARD OF DIRECTORS**

By: [Signature]
Larry Bragg, President

By: [Signature]
Mark Dalton, Vice President

By: [Signature]
Charles Payne, Secretary

By: [Signature]
Michelle Bluhm, Treasurer

INSTRUMENT #140002615
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
JUNE 5, 2014 AT 11:13AM

H. F. HAYMORE, CLERK
RECORDED BY: KKJ

DAVIES & DAVIES

A Professional Corporation

ATTORNEYS AT LAW
ALLIED ARTS BUILDING, 11TH FLOOR
725 CHURCH STREET

LYNCHBURG, VIRGINIA 24504

JONATHAN E. DAVIES

PETER HOLSTEAD DAVIES

ARTHUR B. DAVIES, III (1924-2011) FAX (434) 847-7822

TELEPHONE (434) 528-5500

MAILING ADDRESS:

POST OFFICE BOX 1360

LYNCHBURG, VIRGINIA 24505

August 14, 2014

RECEIVED AUG 15 2014

Ms. Holly Snead
Brownstone Properties, Inc.
3720 Old Forest Road
Lynchburg, VA 24501

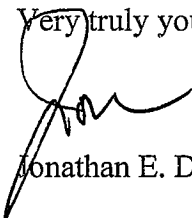
Re: Eagle Pointe Shores Homeowners Association

Dear Holly:

Enclosed you will find the form to change registered agent of the above corporation to our firm. Please have the form signed on line 7 (A) by an officer of the corporation. The accompanying instructions provide information about the officers who are authorized to sign this form.

If you will return the completed form to our office, we will then send it to the State Corporation Commission.

Very truly yours,



Jonathan E. Davies

JED/jld
Enc.

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

SCC635/834
(07/10)

STATEMENT OF CHANGE OF REGISTERED OFFICE
AND/OR REGISTERED AGENT

1. Corporation's Name: Corporation's SCC ID No.: 0652197 - 5

Eagle Pointe Shores Homeowners Association

2. Current registered agent's name and registered office address on record with the Commission:

NORRIS E MITCHELL

1458 INGLESIDE AVE

MCLEAN, VA 22101

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. After this statement is filed with the Commission, the name of the corporation's registered agent and address of its registered office in VIRGINIA, including the street and number, if any, will be:

Davies Law Offices, a professional corporation

725 Church Street, 11th Floor

P. O. Box 1360

Lynchburg, VA 24505

4. The registered agent named in item 3 is (mark appropriate box):

(A) an individual who is a resident of Virginia and

an officer of the corporation: _____ (title).

a director of the corporation.

a member of the Virginia State Bar.

OR

(B) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of VIRGINIA registered office:

(A) Current registered office locality: FAIRFAX COUNTY

(B) Registered office locality after this statement is filed: county or city of Lynchburg

6. After the foregoing change or changes are made, the corporation will be in compliance with the requirements of § 13.1-634 or § 13.1-833 of the Code of Virginia, as the case may be.

7. (A) Signed on behalf of the corporation by: (See Instructions for acceptable titles.)

X

(signature)

(printed name and title)

(date)

OR

(B) (May be used in lieu of (A) only for the circumstances set forth in the Instructions.)

The undersigned registered agent declares that a copy of this statement has been or will be mailed to the corporation's principal office address on or before the business day following the day on which the statement is filed with the Commission.

(date)

(signature of registered agent)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS TB

Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

0652197 - 5
CIS0420

MAIL THE ENCLOSED FORM TO:

**JONATHAN DAVIES
POB 1360
LYNCHBURG, VA 24505**

INSTRUCTIONS TO FORM SCC635/834

To change its registered agent and/or registered office address, a Virginia or foreign corporation must submit for filing a statement of change using this form, which has been prescribed and furnished by the Commission. No fee is required for filing this statement.

This statement can be completed and filed electronically through SCC eFile at <https://sccefile.scc.virginia.gov/>.

The statement must be in the English language, typewritten or printed in black, and legible and reproducible.

Item 3. The corporation may not serve as its own registered agent.

The registered office address, which must be identical to the address of the registered agent's business office, **must** be located in **VIRGINIA** and include a street name and number, if one is associated with the location. A rural route and box number may only be used if no street address is associated with the location of the registered office. A post office box is only acceptable for towns/cities that have a population of 2,000 or less when no street address or rural route and box number is associated with the location of the registered office.

Item 4. Check one of the boxes to indicate the qualification of the registered agent. The registered agent **must** meet one of the qualifications listed.

Item 5. State the name of the county or independent city in which the registered office is physically located. Counties and independent cities in Virginia are separate local jurisdictions.

Item 7. (A) The statement must be signed in the name of the corporation by the chairman or any vice-chairman of the board of directors, the president or other officer authorized to act on behalf of the corporation. (**Note:** The title "director" is not acceptable.)

(B) If the business address of the registered agent has changed to another post office address in Virginia, the registered agent's names has been legally changed, or the registered agent is an entity that has been merged into another entity that is qualified to serve as the corporation's registered agent, the statement may be signed on behalf of the corporation by the registered agent or surviving entity, as the case may be.

Important: A person signing on behalf of a business entity that is the registered agent of the corporation must set forth the business entity's name, his or her printed name, and the capacity in which he or she is signing on behalf of the business entity. See §§ 13.1-604 and 13.1-804 of the Code of Virginia.

It is a Class 1 misdemeanor for any person to sign a document he or she knows is false in any material respect with intent that the document be delivered to the Commission for filing. See §§ 13.1-612 and 13.1-811 of the Code of Virginia.

Submit the original, signed statement to the Clerk of the State Corporation Commission, P.O. Box 1197, Richmond, VA 23218-1197, (Street address: 1300 East Main Street, Tyler Building, 1st Floor, Richmond, VA 23219). If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

DO NOT RETURN THIS INSTRUCTION PAGE FOR FILING

Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

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RECEIVED AUG 14 2014

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 2017 - 1

ASSESSMENT COLLECTION POLICY

WHEREAS, Section 55-513A of the *Virginia Property Owners' Association Act*, Va. Code § 55-508, *et seq.* ("Act") and Section 4.1(D) of the Bylaws grants the Board of Eagle Pointe Shores Homeowners Association ("Association") the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the Association by the Declaration; and,

WHEREAS, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the Association, as amended; and,

WHEREAS, Article 4, Section 4.1(M) of the Bylaws and Article 6, of the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), empower the Board of Directors of the Association to fix, levy and establish the methods of collecting assessments; and,

WHEREAS, Article 6, Section 6.4(A) of the Declaration creates an assessment obligation for all lot owners; and,

WHEREAS, Article 6, Section 6.5 of the Declaration provides that any assessment or installment not paid within ten (10) days after the due date shall be delinquent, and that in the event of a delinquency, the Association may: 1) charge a late fee as established from time to time by the Board; and 2) the Board of Directors, or the managing agent at the request of the Board of Directors, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty days after the due date for payment therefore; and Article 12 provides further authority for the enforcement of Owners' obligations; and

WHEREAS, it is the intent of the Board of Directors to create this first Assessment Collection Policy resolution to be published to the membership, for the benefit and protection of the Association's lot owners and residents, by establishing procedures for the collection of assessments which ensure consistency of enforcement; and

WHEREAS, a Summary of the following Policy Resolution is attached herewith as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors adopts the following policy to become effective _____, 2017.

I. ROUTINE COLLECTIONS

A. Due Date and Default: All annual assessments will be collected on an annual basis and the annual installment shall be billed in January of each year. The assessment shall be due and

Order: 5KY6B89TB

Allanna Greenberg, Director

Filed in January of each year

Document not for resale

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payable on or before March 31st of the year of billing unless resolved otherwise by the Board of Directors. If a lot owner is in default in payment of any annual assessment for more than ten (10) days following the due date, the assessment shall be considered delinquent, late fees and interest shall be incurred and the right to vote shall be suspended until the account is brought current.

B. **Special Assessments:** All special assessments, whether in lump sum or installments, shall be paid according to the schedule set forth in the Board's decision imposing such special assessment.

C. **Notice:** All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to owners' addresses as they appear on the books of the Association or to such other address as may be designated in writing by an owner.

D. **Effect of Non-Receipt:** Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

E. **Collection of Charges:** Charges assessed pursuant to the Association's Declaration, Bylaws and resolutions or for rules violations shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS

A. **Late Fees and Interest:** If payment of the total assessments or charges due, including special assessments, charges for violations of the Association's governing documents or rules and regulations and returned check charges are not received by the managing agent by the fifteenth (15th) day after the due date, the account shall be deemed late and interest of twelve percent (12%) per annum shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the Declaration and the Property Owners' Association Act, until all sums due and owing shall have been paid in full. In addition to interest, a one-time late fee in the amount of One Hundred Dollars (\$100.00) shall be assessed per late payment, and shall be a part of the continuing lien for assessments.

B. **Returned Checks:** If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Paragraph II.A, above, the account shall be deemed late and interest shall be added in addition to a Thirty-Five Dollar (\$35.00) returned check charge or such other amount as the Board shall determine, if applicable.

C. **Late Notice:** A "Late Notice" shall be sent by the managing agent to lot owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The notice shall advise the owners that their right to use recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than sixty (60) days and shall offer them the opportunity to have a hearing before the Board to contest that suspension. The notice shall also warn them that their account may be accelerated and referred to legal counsel if it remains more than ninety (90) days delinquent.

D. **Suspension of Privileges:** If an assessment or other charge due and owing is not received within sixty (60) days after it is due, the delinquent lot owner's rights and privileges to use the Common Areas including recreational facilities such as the boat ramp or kayak launches or other services and facilities (boat storage, hiking trails, etc.) of the Association shall be suspended and revoked after notice and an opportunity for a hearing has been provided and until the account is paid in full or a satisfactory payment plan is accepted by the Board.

E. Referral to Counsel: If payment in full, of any assessment or charge, interest and returned check charge, is not received by the managing agent by the ninetieth (90th) day after the due date, the account shall be referred to counsel for the Association and shall be accelerated. The act of referring the account to the Association's counsel shall be deemed the decision of the Board to accelerate the account. The managing agent or counsel shall mail a demand for payment, notice of acceleration of the annual and/or special assessment for the balance of the fiscal year and lien warning letter by certified mail to the lot owner at the address listed on the books of the Association.

F. Recording of Lien: If payment in full, of the amounts due, is not received by counsel or the managing agent within thirty (30) days after the lien warning letter has been sent by certified mail, an accelerated memorandum of lien shall be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees, late fees, interest from the date of delinquency at twelve (12%) percent, and the costs of collection, including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs, late fees, interest, and attorneys' fees pursuant to Article 12, Section 12.2 of the Declaration.

G. Filing of Lawsuit: If payment in full of all amounts due is not received by counsel or the managing agent by the one-hundred and twentieth (120th) day after a due date, a civil suit for the accelerated assessment may be filed personally against the delinquent lot owners.

H. Further Legal Action: If an account remains delinquent after the filing of a lien or civil suit or in lieu thereof, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph I and unless directed otherwise by the Board of Directors of the Association. The aforementioned time guidelines are advisory only. The Association shall not be bound thereby if in the exercise of its discretion the Board of Directors deems expedited action is required regarding any particular account.

I. Lien Foreclosure: If a lien remains unpaid, a suit to enforce the lien or a public sale to foreclose on the lot may be initiated within thirty-six (36) months of the date the lien is recorded, upon authorization from the Board of Directors.

J. Future Payment Policy. If the Association receives from any owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

K. Costs: Pursuant to Section 12.1(A) of the Declaration, all costs incurred by the Association as a result of any violation of the Declaration, Bylaws, rules and regulations or resolutions of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be charged against the lot owner as an assessment, and be subject to all obligations and collection procedures as are applicable to annual assessments. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due or from any other default referred to in this paragraph or in the Declaration, Bylaws and rules. Such charges shall also specifically include any administrative costs by the management agent which the Association may incur as a result of notices, letters or other correspondence which may be sent to the lot owner by the management agent pursuant to collection of the assessment obligation. The management

agent is hereby authorized to charge against an assessment account a \$20.00 replacement fee to cover the issuance of replacement coupons for coupons lost or misplaced by the owner(s).

L. **Board Waiver:** The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

M. **Management Waiver:** The Board hereby authorizes the managing agent to waive the imposition of interest on payments received by the managing agent after the thirtieth (30th) day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three (3) months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

N. **Application of Payments:** Payments received from a lot owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges or interest accrued, as applicable.
3. All other charges incurred by the Association as a result of any violation by a lot owner, his family, employees, agents, lessees or licensees of the Declaration, Bylaws, rules and regulations or resolutions.
4. The annual and any special assessment of each lot, applied first to the oldest amount due.

Eagle Pointe Shores HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Regulatory/Policy No. 2017 - 1

Pertaining to: Assessment Collection Policy

Duly adopted at a meeting of the Board of Directors of the Eagle Pointe Shores Homeowners Association held _____, 2017.

Motion by: _____ Seconded by: _____

Order: 51Y6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

VOTE:

YES NO ABSTAIN ABSENT

_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____

ATTEST:

Secretary

Date

Book of Minutes - 2017

Resolution effective: _____, 2017.

Exhibit A

**Summary of Collection Policy
Eagle Pointe Shores HOA**

January, 2017

Disclaimer: This is a one page summary of the Collection Policy for Eagle Pointe Shores Homeowners Association (EPS HOA). References in this summary are not intended to replace in whole or in part the Homeowners' responsibility for keeping current on the rules and regulations for Eagle Pointe Shores. The Legal documents that set the basis for the Collection Policy are the Virginia Property Owners' Association Act, The Declaration of Covenants, Conditions, and Restrictions for EPS HOA, and the Bylaws for EPS HOA.

Under the powers granted to the Board of Directors for EPS HOA, the Board has enacted the Assessment Collection Policy (Actual Policy attached to this summary). The Collection Policy applies to all Assessments, Regular and Special, regarding any property. This outline addresses the most common Assessment, a Regular or Annual Assessment. Special Assessments will specify the manner and due date for any payments. Please refer to the policies referenced above or contact the Board or the Managing Agent for further clarification. Regarding the Annual Assessment, the following summary outlines the process:

Regular Assessments also referred to as "Annual Assessments" *to be billed in January of each year.*

Due Date--Regular Assessments are to be paid *NO LATER than March 31st* of the year of billing.

Consequences of Non-receipt of Payments by the Due Date—

Payments ***not received within 10 days of the due date*** will result in Homeowners losing their rights to vote during any Association meetings and if assessments remain unpaid the owners may have their rights to use the Common Areas suspended.

Payments of assessments ***not received within 15 days of the due date*** result in a one-time **\$100.00 penalty** and **interest at the rate of 12%** per year will be added to the total beginning with the first day of delinquency.

Owners who are still in default ***after 30 days Late***, will be sent a late notice from the Managing Agent. There will be an offer to have a hearing before the Board prior to any suspension of privileges, will **may happen at 60 days** and further the accounts may be **referred to legal counsel at 90 days past due.**

Other Potential Actions for Accounts in Default:

- **Recording of Lien**—Please see Resolution and Documents for timeline.
- **Filing a Lawsuit**—Please see Resolution and Documents for timeline.
- **Lien Foreclosure**—Please see Resolution and Documents for timeline.
- **Costs**—All costs assessed against any lot owner in accordance with the governing documents and policies duly adopted by the EPS HOA as well as any charges incurred by the Association in its attempt to collect any past due amounts shall accrue as additional sums due from the lot owner to the Association.

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Eagle Pointe Shores Homeowners Association

Policy Resolution #3

Adopted: 6-6-2023

Code of Conduct For Board Members and Association Members

WHEREAS, Section 55.1-1819(A) of the Virginia Property Owners' Association Act, Va. Code 55.1-1800, et seq. ("Act") and Section 4.1(D) of the Bylaws, grants the Board of Eagle Pointe Shores Homeowners Association ("Association"), the power to establish rules and regulations not inconsistent with the Association Documents,

WHEREAS, the Board has determined that is in the best interest of the Association to develop a Code of Conduct, with appropriate sanctions for anyone who is determined to have violated the terms of this Policy Resolution.

Board members must:

- Act within the scope of their authority, as determined by the law and the association's governing documents.
- Always endeavor to serve the association's best interests.
- Carry out their responsibilities with impartiality.
- Make decisions for the association using sound judgment and due diligence.
- Disclose any potential conflicts of interest and recuse themselves from the discussion and vote (in case one exists).
- Allow community members the opportunity to voice their opinions on association matters (during the open forum of a board meeting, or via email submitted through the HOA's management).
- Always support the decisions made as a board, even if they do not necessarily agree with them.
- Be transparent.
- Hold open, honest, and fair elections

Board members must not:

- Support or promote any activity, action, or behavior that breaches the law or other regulatory requirement.
- Disclose confidential information to any party outside of the board, unless given authorization to do so.
- Share any discussions or decisions made in the executive session of board meetings to any 3rd party.

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Address: Greenberry Drive 114
Order Date: 07-18-2024
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- Reveal personal information about any homeowner, resident, or employee.
- Use association funds for personal use.
- Misuse their position as a board member for personal gain.
- Threaten, intimidate, or harass any board member, homeowner, resident, contractor, or employee.
- Make any promises to a bidder or contractor.

Association members must:

- Thoughtfully voice their opinions on association matters, whether they agree with them or not.
- Be transparent (submit questions/concerns through the HOA's management company or bring them up during the open forum of a scheduled board meeting, so matters are openly discussed).

Association members must not:

- Threaten, intimidate, or harass any board member, homeowner, resident, contractor, or employee.
- Treat the board or members unfavorably, as individuals.
- Intimidate the board or members (voice, text, or email).
- Be a menace.
- Make false accusations against the board, or any member, to satisfy their own personal feelings/opinions/objectives.

BE IT FURTHER RESOLVED that if any board member is considered to be in violation of this Policy Resolution, the following procedures and sanctions shall apply:

1. If the complaint is against a board member, the "Complainant", by proper motion, shall request the Board to convene in a closed session to discuss the possible violation;
2. During the closed session, all facts surrounding the allegation shall be heard without interruption. The subject member ("Respondent") shall then be heard in response;
3. After hearing and considering all of the statements from all Board members, the Board, by a majority vote, shall determine which of the following sanctions is appropriate:
 - (a) No action;
 - (b) Private reprimand, with or without terms;
 - (c) Public reprimand, with or without terms;
 - (d) Recommendation to remove the Respondent, pursuant to Section 6.3 of the Bylaws.

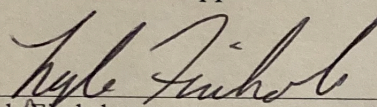
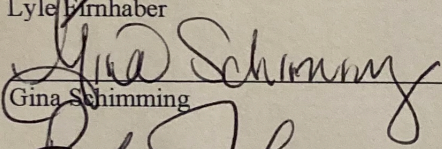
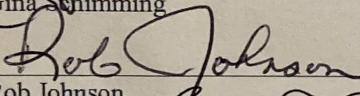
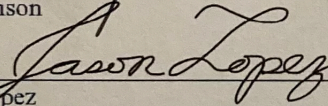
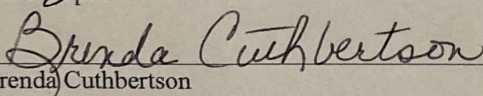
BE IT FURTHER RESOLVED that if any Association member is considered to be in violation of this Policy Resolution, the following procedures and sanctions shall apply:

1. The "Complainant" shall notify the board and submit, in writing, all facts surrounding the allegation of the violation;
2. The Board will notify the member ("Respondent") of their violation, and they shall be heard in response;
3. After considering all of the statements and facts, the Board members, by a majority vote, shall determine which of the following sanctions is appropriate:
 - (a) No action;
 - (b) Private reprimand, with or without terms;
 - (c) Public reprimand, with or without terms;

BE IT FURTHER RESOLVED that if any Association member disrupts a board meeting (speaks out-of-turn), the following procedure shall apply:

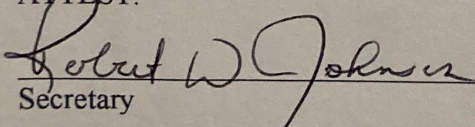
1. The member will be asked to refrain from interrupting the meeting;
2. The member will be muted by the board;
3. The member may be prohibited from attending future board meetings.

Board Member Approval:

		<u>VOTE:</u>			
		YES	NO	ABSTAIN	ABSENT
 _____, Member	✓	—	—	—	—
Lyle Firnhaber					
 _____, Member	✓	—	—	—	—
Gina Schimming					
 _____, Member	✓	—	—	—	—
Rob Johnson					
 _____, Member	✓	—	—	—	—
Jason Lopez					
 _____, Member	✓	—	—	—	—
Brenda Cuthbertson					
_____, Member	—	—	—	—	—

EPS HOA CODE OF CONDUCT

ATTEST:



Secretary

Date 6-6-2023

***Appendix 02/Resolutions and Policies**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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**EAGLE POINTE SHORES
HOMEOWNERS ASSOCIATION**

c/o Brownstone Properties, Inc.
3720 Old Forest Road
Lynchburg, VA 24501

RESOLUTION for Eagle Pointe Shores Homeowners Association
3/29/2023

The Eagle Pointe Shores Homeowners Association Board of Directors hereby consent and agree to authorize the board's President, or Vice President, to execute the real estate documents for the sale of property owned by the Eagle Pointe Shores Homeowners Association; more specifically, Parcel "A", which consists of approximately 21 +/- acres.

Lyle S. Firnhaber Lyle S. Firnhaber, President, dated: 3-30-2023

Gina Schimming Gina Schimming, Vice President, dated: 3-30-2023

Robert Johnson Robert Johnson, Secretary, dated: 3-30-2023

Jason Lopez Jason Lopez, Treasurer, dated: 31MAR23

Joseph B Hill Joseph Hill, Officer, dated: 3-30-2023

The Secretary of the Eagle Pointe Shores Homeowners Association hereby certifies that the above is true and correct, and a copy of the Resolution is duly adopted by the Board of Directors.

Robert Johnson Robert Johnson, Secretary, dated: 3-31-2023

EAGLE POINTE SHORES ASSOCIATION, INC.
POLICY RESOLUTION NO. 2019-__

RULE VIOLATIONS: COMPLAINT AND DUE PROCESS

WHEREAS, Article 4, Section 4.1 of the Bylaws of Eagle Pointe Shores Homeowners Association, Inc. (the "Association") provides that the Board of Directors ("Board") shall have all of the powers and duties necessary for the administration of the affairs of the Association;

WHEREAS, Article 12 of the Declaration and Section 55-515 of the the Virginia Property Owners' Association Act (Va. Code §§ 55-508, *et seq.*, the "Act") require that each Member comply with all lawful provisions of the Act and the Association's Declaration, Bylaws and Rules and Regulations (collectively, the "Governing Documents");

WHEREAS, Article 12, Section 12.1 of the Declaration; and Section 55-513(A) of the Act grant the Association, through its Board, the power to suspend privileges and to assess charges against any Member for nonpayment of assessments or any violation of the Governing Documents for which the Member, his family members, tenants, guests or other invitees are responsible;

WHEREAS, Section 55-513(B) of the Act provides that certain procedures must be followed before privileges are suspended or charges are assessed; and

WHEREAS, it is the intent of the Board to enforce the Governing Documents for the benefit and protection of the Association's members and residents by establishing

procedures that ensure due process and consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board adopts the following due process procedures.

I. Complaint

A. Written Complaint. Any Member, tenant, Management Agent, employee, or Board member who requests that the Board take action to enforce the Governing Documents shall submit a written complaint that includes the date, specific complaint, and signature of complainant.

B. Submission to Board. The Complaint shall be submitted to the Board for a determination as to whether a violation has occurred or if assessments are past due by at least sixty (60) days.

C. Action on Violation. If a violation is found, then the Board shall direct that appropriate action be taken, including but not limited to: (1) referring the matter to counsel; (2) referring the matter to local authorities; and/or (3) directing that a Notice of Violation be sent to the Member. Nothing herein shall be construed to mean that management cannot, on behalf of the Association, send a Notice of Violation to a Member based upon clear violations of the Governing Documents upon the discovery of said violation.

II. Notice of Violation

A. Notice of Violation. If determined to be appropriate, the Association's

Notice of Violation shall be issued in writing and delivered by hand or by first class mail to the Member at the Member's address listed in the Association's records, or at the lot address if no other address has been provided. A copy may be sent to the Member's tenant, if any.

B. Correspondence with Member. If the violator is not a Member, the Member shall be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Member is ultimately responsible for all assessments of charges and the abatement/correction of all violations.

C. Contents of Notice. The Notice of Violation will notify the alleged violator of the nature of the alleged violation, the action required to be taken by the Member to abate the violation, and that the Member has 30 days, or such other reasonable period of time as the Board may determine, to correct the alleged violation.

D. Hearing Request. The Notice of Violation shall state that the alleged violator may request in writing a hearing before the Board to avoid assessment of charges or suspension of use of facilities or services. The Notice of Violation shall also state that if no hearing is requested, rules violation charges of: fifty dollars (\$50) per violation or ten dollars (\$10) per day for up to ninety (90) days for violations of a continuing nature may be assessed beginning the day after the expiration of the grace period if the violation is not remedied.

III. Notice of Hearing

A. Notice of Hearing. In the event that a violation is not abated as required in the Notice of Violation, and the Member requests a hearing or if the Board determines a hearing is necessary, a Notice of Hearing shall be sent to the Member. The Notice of Hearing shall be delivered by hand or by registered or certified U.S. mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act. The Notice of Hearing will be delivered to the Member at the address in the Association's records or the lot address if no other address has been provided.

B. Contents of Notice. The Notice of Hearing shall specify the following:

1. The time, date, and place of the hearing;
2. That the Member, tenant, or resident shall be given an opportunity to be heard and to be represented by counsel before the Board;
3. The alleged violation, citing pertinent provisions of the Governing Documents; and
4. That charges for violations of the Governing Documents may include an assessment of fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for up to ninety (90) days for any offense of a continuing nature (or such greater amounts as may be authorized by the Act). In addition, if the violation involves a particular facility, the Member's privileges to use said facility may be suspended for a reasonable period.

IV. Hearing

A. Scheduling. The hearing shall be scheduled at a reasonable and convenient time and place within the Board's discretion. The Board, within its discretion, may grant a continuance. If the Member for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

B. Privacy. The hearing shall be conducted in private unless the alleged violator requests that the hearing be open to Members and residents and further provided that the chair of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing, the Board, within its discretion, may afford those residents involved in the dispute or violation an opportunity to be heard within reasonable time limits.

C. Conduct of Hearing. The hearing need not be conducted according to the technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator with an opportunity to be heard and to be represented by counsel.

D. Rights of Complainant. The Management Agent, Member, tenant, any person lodging a complaint, and members of the hearing panel shall have the right to: (1) call, examine, and cross-examine witnesses; (2) introduce testimony and evidence; and (3) rebut testimony and evidence, all within reasonable time limits imposed by the Board.

E. Failure to Appear at or Request a Hearing. After proper notice has been given, if the Member fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges or suspend privileges from the final compliance date of the Notice of Violation or take such other action as may be authorized by the governing instruments or by law.

F. Notification of Decision. The Board shall notify the alleged violator of: (1) its decision; (2) the assessment of any charges or suspension of privileges to use facilities or services; and (3) the date from which those assessments shall accrue and be due or suspension of privileges shall begin. Notice of the decision shall be delivered by hand or by registered or certified U.S. mail, return receipt requested within seven (7) days of the hearing.

V. Records

The Board or the Management Agent shall keep copies of all correspondence relative to rules violations in the Member's file or in a separate file for rules violations. Minutes of each hearing or meeting and a record of the results of the hearing or meeting shall be kept in the appropriate Association's files.

VI. Suspension of Privileges or Assessment of Charges

Pursuant to Section 55-513 of the Act, any suspensions imposed shall be in accordance with the Act and charges assessed for violations shall be in amounts authorized by the Act and shall be treated as an assessment against such Member's lot

for the purpose of Section 55-516 of the Act. Such amounts shall be a personal obligation of the Member.

VII. Other Remedies

This Resolution shall not be deemed to require a hearing prior to the assessment of charges if a hearing is not requested. The election of any remedy stated herein shall not prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Documents, or by law.

This Resolution shall become effective on January 21, 2019.

Eagle Pointe Shores HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2019 – 1

Pertaining to: Rule Violations: Complaint and Due Process

Duly adopted at a meeting of the Board of Directors of the Eagle Pointe Shores Homeowners Association held January 21, 2019.

Motion by: Jim Riccione Seconded by: Mike Gooden.

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Gerald Denney</u> , Member	<u>X</u>	_____	_____	_____
<u>Cory Dine-DuGuay</u> , Member	<u>X</u>	_____	_____	_____
<u>Mike Figler</u> , Member	_____	_____	_____	<u>X</u>
<u>Susan Franklin-Smith</u> , Member	<u>X</u>	_____	_____	_____
<u>Mike Gooden</u> , Member	<u>X</u>	_____	_____	_____
<u>Margy Nolan</u> , Member	<u>X</u>	_____	_____	_____
<u>Jim Riccione</u> , Member	<u>X</u>	_____	_____	_____

ATTEST:

Susan Franklin-Smith
Secretary

January 21, 2019
Date

Book of Minutes - 2019

Resolution effective: January 21, 2019

Rules and Regulations

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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POLICY RESOLUTION

EAGLE POINTE SHORES OWNERS ASSOCIATION, INC. COMPLAINT PROCEDURES
(for resolving certain complaints from members and others)

Date Adopted: September 17, 2012

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' association and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Eagle Pointe Shores Owners Association, Inc, acting through its Board of Directors, hereby adopts and establishes the following CICB mandated Association complaint procedure for **handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

- A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
- B. **Complaint Form.** If a member of the Association, a resident or any other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
 1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).
 2. **A copy of these complaint procedures** (including the required Complaint Form) will be available upon request from the Association by contacting: Brownstone Properties, Inc. 3720 Old Forest Rd, Lynchburg, VA 24501: 434.385.1025 ext 18.

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Hand Delivery or Mail: Board of Directors- Eagle Pointe Shores Owners Association, Inc.
C/o Brownstone Properties, Inc.
3720 Old Forest Rd
Lynchburg, VA 24501

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand delivered or mailed by requested or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below:

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/ corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

F. **Formal Action- Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section E above.
3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - a. A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if

needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or

- b. A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection.3.b.above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packet.

EXHIBIT A

POLICY RESOLUTION

EAGLE POINTE SHORES OWNERS ASSOCIATION, INC. COMPLAINT PROCEDURES

Logo: Eagle Pointe Shores Owners Association, Inc.

By Hand Delivery or Mail: Board of Directors- Eagle Pointe Shores Owners Association, Inc.
C/o Brownstone Properties, Inc.
3720 Old Forest Rd
Lynchburg, VA 24501

Phone #: Brownstone Properties, Inc. 434.385.1025 ext 18

ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Eagle Pointe Shores Owners Association, Inc. (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

- 1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

Horizontal lines for writing the complaint details.

- 2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

Printed Name Signature Date

Mailing Address

Lot/ Unit Address

Email Address Phone Number Contact Preference: Phone Email

If, after in the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804.367.2941

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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Memo

To: ALL PROPERTY OWNERS, EAGLE POINTE SHORES
From: BOARD OF DIRECTORS, ASSOCIATION MANAGEMENT
Date: JANUARY 1, 2016
Re: VEHICLE STORAGE APPLICATION

PLEASE PROVIDE THE FOLLOWING INFORMATION PRIOR TO STORAGE OF ANY VEHICLE ON EAGLE POINTE SHORES COMMON PROPERTY, STORAGE FACILITY

TYPE OF VEHICLE-

MAKE AND MODEL-

YEAR AND COLOR-

TAG OR PLATE #-

VIN NUMBER IF APPLICABLE-

OWNER CONTACT INFORMATION, EMERGENCY PHONE NUMBER

DATES VEHICLE IS EXPECTED TO BE STORED

PERSONS OTHER THAN OWNER WHO IS AUTHORIZED TO REMOVE VEHICLE

PHOTO IF POSSIBLE

ALL VEHICLES ARE TO BE STORED AT OWNERS RISK. VEHICLES MUST BE CURRENT ON TAGS AND REGISTRATION, OPERABLE, AND INSURED.

EAGLE POINTE SHORES WILL NOT BE LIABLE FOR THEFT OR DAMAGES OF STORED VEHICLES.

OWNER SIGNATURE _____

PLEASE SUBMIT TO BROWNSTONE PROPERTIES, INC

C/O HOLLY SNEAD (HSNEAD@BROWNSTONEPROPERTIES.COM)

3720 OLD FOREST ROAD

1

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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LYNCHBURG, VA 24501

EAGLE POINTE SHORES HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 2017 - 1

ASSESSMENT COLLECTION POLICY

WHEREAS, Section 55-513A of the *Virginia Property Owners' Association Act*, Va. Code § 55-508, *et seq.* ("Act") and Section 4.1(D) of the Bylaws grants the Board of Eagle Pointe Shores Homeowners Association ("Association") the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the Association by the Declaration; and,

WHEREAS, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the Association, as amended; and,

WHEREAS, Article 4, Section 4.1(M) of the Bylaws and Article 6, of the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), empower the Board of Directors of the Association to fix, levy and establish the methods of collecting assessments; and,

WHEREAS, Article 6, Section 6.4(A) of the Declaration creates an assessment obligation for all lot owners; and,

WHEREAS, Article 6, Section 6.5 of the Declaration provides that any assessment or installment not paid within ten (10) days after the due date shall be delinquent, and that in the event of a delinquency, the Association may: 1) charge a late fee as established from time to time by the Board; and 2) the Board of Directors, or the managing agent at the request of the Board of Directors, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty days after the due date for payment therefore; and Article 12 provides further authority for the enforcement of Owners' obligations; and

WHEREAS, it is the intent of the Board of Directors to create this first Assessment Collection Policy resolution to be published to the membership, for the benefit and protection of the Association's lot owners and residents, by establishing procedures for the collection of assessments which ensure consistency of enforcement; and

WHEREAS, a Summary of the following Policy Resolution is attached herewith as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors adopts the following policy to become effective _____, 2017.

I. ROUTINE COLLECTIONS

A. Due Date and Default: All annual assessments will be collected on an annual basis and the annual installment shall be billed in January of each year. The assessment shall be due and

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Allanna Greenberg, Director

Filed in January of each year

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payable on or before March 31st of the year of billing unless resolved otherwise by the Board of Directors. If a lot owner is in default in payment of any annual assessment for more than ten (10) days following the due date, the assessment shall be considered delinquent, late fees and interest shall be incurred and the right to vote shall be suspended until the account is brought current.

B. **Special Assessments:** All special assessments, whether in lump sum or installments, shall be paid according to the schedule set forth in the Board's decision imposing such special assessment.

C. **Notice:** All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to owners' addresses as they appear on the books of the Association or to such other address as may be designated in writing by an owner.

D. **Effect of Non-Receipt:** Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

E. **Collection of Charges:** Charges assessed pursuant to the Association's Declaration, Bylaws and resolutions or for rules violations shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS

A. **Late Fees and Interest:** If payment of the total assessments or charges due, including special assessments, charges for violations of the Association's governing documents or rules and regulations and returned check charges are not received by the managing agent by the fifteenth (15th) day after the due date, the account shall be deemed late and interest of twelve percent (12%) per annum shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the Declaration and the Property Owners' Association Act, until all sums due and owing shall have been paid in full. In addition to interest, a one-time late fee in the amount of One Hundred Dollars (\$100.00) shall be assessed per late payment, and shall be a part of the continuing lien for assessments.

B. **Returned Checks:** If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Paragraph II.A, above, the account shall be deemed late and interest shall be added in addition to a Thirty-Five Dollar (\$35.00) returned check charge or such other amount as the Board shall determine, if applicable.

C. **Late Notice:** A "Late Notice" shall be sent by the managing agent to lot owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The notice shall advise the owners that their right to use recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than sixty (60) days and shall offer them the opportunity to have a hearing before the Board to contest that suspension. The notice shall also warn them that their account may be accelerated and referred to legal counsel if it remains more than ninety (90) days delinquent.

D. **Suspension of Privileges:** If an assessment or other charge due and owing is not received within sixty (60) days after it is due, the delinquent lot owner's rights and privileges to use the Common Areas including recreational facilities such as the boat ramp or kayak launches or other services and facilities (boat storage, hiking trails, etc.) of the Association shall be suspended and revoked after notice and an opportunity for a hearing has been provided and until the account is paid in full or a satisfactory payment plan is accepted by the Board.

E. Referral to Counsel: If payment in full, of any assessment or charge, interest and returned check charge, is not received by the managing agent by the ninetieth (90th) day after the due date, the account shall be referred to counsel for the Association and shall be accelerated. The act of referring the account to the Association's counsel shall be deemed the decision of the Board to accelerate the account. The managing agent or counsel shall mail a demand for payment, notice of acceleration of the annual and/or special assessment for the balance of the fiscal year and lien warning letter by certified mail to the lot owner at the address listed on the books of the Association.

F. Recording of Lien: If payment in full, of the amounts due, is not received by counsel or the managing agent within thirty (30) days after the lien warning letter has been sent by certified mail, an accelerated memorandum of lien shall be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees, late fees, interest from the date of delinquency at twelve (12%) percent, and the costs of collection, including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs, late fees, interest, and attorneys' fees pursuant to Article 12, Section 12.2 of the Declaration.

G. Filing of Lawsuit: If payment in full of all amounts due is not received by counsel or the managing agent by the one-hundred and twentieth (120th) day after a due date, a civil suit for the accelerated assessment may be filed personally against the delinquent lot owners.

H. Further Legal Action: If an account remains delinquent after the filing of a lien or civil suit or in lieu thereof, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph I and unless directed otherwise by the Board of Directors of the Association. The aforementioned time guidelines are advisory only. The Association shall not be bound thereby if in the exercise of its discretion the Board of Directors deems expedited action is required regarding any particular account.

I. Lien Foreclosure: If a lien remains unpaid, a suit to enforce the lien or a public sale to foreclose on the lot may be initiated within thirty-six (36) months of the date the lien is recorded, upon authorization from the Board of Directors.

J. Future Payment Policy. If the Association receives from any owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

K. Costs: Pursuant to Section 12.1(A) of the Declaration, all costs incurred by the Association as a result of any violation of the Declaration, Bylaws, rules and regulations or resolutions of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be charged against the lot owner as an assessment, and be subject to all obligations and collection procedures as are applicable to annual assessments. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due or from any other default referred to in this paragraph or in the Declaration, Bylaws and rules. Such charges shall also specifically include any administrative costs by the management agent which the Association may incur as a result of notices, letters or other correspondence which may be sent to the lot owner by the management agent pursuant to collection of the assessment obligation. The management

agent is hereby authorized to charge against an assessment account a \$20.00 replacement fee to cover the issuance of replacement coupons for coupons lost or misplaced by the owner(s).

L. **Board Waiver:** The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

M. **Management Waiver:** The Board hereby authorizes the managing agent to waive the imposition of interest on payments received by the managing agent after the thirtieth (30th) day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three (3) months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

N. **Application of Payments:** Payments received from a lot owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges or interest accrued, as applicable.
3. All other charges incurred by the Association as a result of any violation by a lot owner, his family, employees, agents, lessees or licensees of the Declaration, Bylaws, rules and regulations or resolutions.
4. The annual and any special assessment of each lot, applied first to the oldest amount due.

Eagle Pointe Shores HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Regulatory/Policy No. 2017 - 1

Pertaining to: Assessment Collection Policy

Duly adopted at a meeting of the Board of Directors of the Eagle Pointe Shores Homeowners Association held _____, 2017.

Motion by: _____ Seconded by: _____

Order: 51Y6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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VOTE:

YES NO ABSTAIN ABSENT

_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____
_____	, Member	_____	_____	_____	_____

ATTEST:

Secretary

Date

Book of Minutes - 2017

Resolution effective: _____, 2017.

Exhibit A

**Summary of Collection Policy
Eagle Pointe Shores HOA**

January, 2017

Disclaimer: This is a one page summary of the Collection Policy for Eagle Pointe Shores Homeowners Association (EPS HOA). References in this summary are not intended to replace in whole or in part the Homeowners' responsibility for keeping current on the rules and regulations for Eagle Pointe Shores. The Legal documents that set the basis for the Collection Policy are the Virginia Property Owners' Association Act, The Declaration of Covenants, Conditions, and Restrictions for EPS HOA, and the Bylaws for EPS HOA.

Under the powers granted to the Board of Directors for EPS HOA, the Board has enacted the Assessment Collection Policy (Actual Policy attached to this summary). The Collection Policy applies to all Assessments, Regular and Special, regarding any property. This outline addresses the most common Assessment, a Regular or Annual Assessment. Special Assessments will specify the manner and due date for any payments. Please refer to the policies referenced above or contact the Board or the Managing Agent for further clarification. Regarding the Annual Assessment, the following summary outlines the process:

Regular Assessments also referred to as "Annual Assessments" *to be billed in January of each year.*

Due Date--Regular Assessments are to be paid *NO LATER than March 31st* of the year of billing.

Consequences of Non-receipt of Payments by the Due Date—

Payments ***not received within 10 days of the due date*** will result in Homeowners losing their rights to vote during any Association meetings and if assessments remain unpaid the owners may have their rights to use the Common Areas suspended.

Payments of assessments ***not received within 15 days of the due date*** result in a one-time **\$100.00 penalty** and **interest at the rate of 12%** per year will be added to the total beginning with the first day of delinquency.

Owners who are still in default ***after 30 days Late***, will be sent a late notice from the Managing Agent. There will be an offer to have a hearing before the Board prior to any suspension of privileges, will **may happen at 60 days** and further the accounts may be **referred to legal counsel at 90 days past due.**

Other Potential Actions for Accounts in Default:

- **Recording of Lien**—Please see Resolution and Documents for timeline.
- **Filing a Lawsuit**—Please see Resolution and Documents for timeline.
- **Lien Foreclosure**—Please see Resolution and Documents for timeline.
- **Costs**—All costs assessed against any lot owner in accordance with the governing documents and policies duly adopted by the EPS HOA as well as any charges incurred by the Association in its attempt to collect any past due amounts shall accrue as additional sums due from the lot owner to the Association.

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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***Appendix 07/Special Assessments**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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This document is currently either not available or not applicable for this association.

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***Appendix 10/Balance Sheet & Income/Expense Statement**
EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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Eagle Pointe Shores Homeowners Association, Inc

Balance Sheet For 6/30/2024

Assets

1100-100 - Checking - Operating Account	\$54,293.27
1200-101 - Secondary Reserve - Money Market	\$247,325.36
1200-302 - Eagle - CD SB 0169 - 4.79% July 2024	\$103,879.90
1200-303 - Eagle - CD - Select #2709 - 4.64% March 2025	\$100,000.00
1201-101 - Eagle - Alliance Road Acct	\$4,019.17

Total Assets

\$509,517.70

Accounts Receivable

1300-000 - Accounts Receivable	\$60,018.51
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Total Accounts Receivable

\$60,018.51

Total Assets

\$569,536.21

Liabilities

2210-000 - Prepaid Association Fees	\$50.00
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Total Liabilities

\$50.00

Capital

3200-000 - Transfers In/Out Reserve Fund	\$22,500.00
3600-000 - Retained Earnings	\$513,551.90
3800-000 - Current Net Income	\$33,434.31

Total Capital

\$569,486.21

Total Liabilities / Equity

\$569,536.21

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 6/1/2024 - 6/30/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4500-000 - Association Fees	-	-	-	116,000.00	116,000.00	-	116,000.00
Total Income	-	-	-	116,000.00	116,000.00	-	116,000.00
Other Income							
5600-010 - NSF Fees	-	-	-	35.00	-	35.00	-
5600-650 - Road Bond	-	-	-	(2,000.00)	-	(2,000.00)	-
5600-900 - Interest on Bank Accounts	712.68	-	712.68	5,412.64	-	5,412.64	-
Total Other Income	712.68	-	712.68	3,447.64	-	3,447.64	-
Total Income	712.68	-	712.68	119,447.64	116,000.00	3,447.64	116,000.00

Operating Expense

Administrative Expenses

6100-010 - Postage & Printing & Supplies	-	41.67	41.67	-	250.02	250.02	500.00
6100-020 - Court Costs	28.44	500.00	471.56	1,274.73	3,000.00	1,725.27	6,000.00
6100-030 - SCC/ CIC Annual Reports	-	20.83	20.83	-	124.98	124.98	250.00
6100-040 - Professional & Legal Fees & CPA/Audit	1,004.00	187.50	(816.50)	7,059.44	1,125.00	(5,934.44)	2,250.00
6100-080 - Voluntary Contribution To Other HOA	-	58.33	58.33	700.00	349.98	(350.02)	700.00
6100-090 - Management Fee	621.83	621.83	-	3,730.98	3,730.98	-	7,462.00
6100-100 - Bank Charges/ Safe Deposit Box	-	4.17	4.17	10.00	25.02	15.02	50.00
6100-110 - Insurance	-	133.33	133.33	514.95	799.98	285.03	1,600.00
6100-120 - Taxes- Fed & State	28,336.00	41.67	(28,294.33)	28,336.00	250.02	(28,085.98)	500.00
6100-121 - Taxes - Real Estate	-	68.75	68.75	728.00	412.50	(315.50)	825.00
6100-130 - Web-Site Maintenance/ Network/ Computer	-	41.42	41.42	-	248.52	248.52	497.00
Total Administrative Expenses	29,990.27	1,719.50	(28,270.77)	42,354.10	10,317.00	(32,037.10)	20,634.00

Common Area Maintenance

6201-010 - Annual Grounds Contract	3,000.00	2,166.67	(833.33)	10,800.00	13,000.02	2,200.02	26,000.00
6201-020 - Additional Grounds Maintenance	9,999.00	83.33	(9,915.67)	9,999.00	499.98	(9,499.02)	1,000.00
6201-060 - Grounds - Snow/Ice Removal	-	166.67	166.67	-	1,000.02	1,000.02	2,000.00
Total Common Area Maintenance	12,999.00	2,416.67	(10,582.33)	20,799.00	14,500.02	(6,298.98)	29,000.00

Other Common Area Expenses

6300-010 - Common Area - General Repairs & Maint.	-	141.67	141.67	-	850.02	850.02	1,700.00
6300-061 - Common Area - Entrance Gate Repairs	-	66.67	66.67	119.98	400.02	280.04	800.00
Total Other Common Area Expenses	-	208.34	208.34	119.98	1,250.04	1,130.06	2,500.00

Utilities

6700-100 - Electricity	40.09	45.83	5.74	240.25	274.98	34.73	550.00
Total Utilities	40.09	45.83	5.74	240.25	274.98	34.73	550.00

Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 6/1/2024 - 6/30/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Reserve Contributions							
6900-100 - Reserve Contribution	-	4,500.00	4,500.00	22,500.00	27,000.00	4,500.00	54,000.00
Total Reserve Contributions	-	4,500.00	4,500.00	22,500.00	27,000.00	4,500.00	54,000.00
Total Expense	43,029.36	8,890.34	(34,139.02)	86,013.33	53,342.04	(32,671.29)	106,684.00
Operating Net Total	(42,316.68)	(8,890.34)	(33,426.34)	33,434.31	62,657.96	(29,223.65)	9,316.00
Net Total	(42,316.68)	(8,890.34)	(33,426.34)	33,434.31	62,657.96	(29,223.65)	9,316.00

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Eagle Pointe Shores Homeowners Association, Inc

Balance Sheet For 5/31/2024

Assets

1100-100 - Checking - Operating Account	\$96,520.88
1200-101 - Secondary Reserve - Money Market	\$246,614.93
1200-302 - Eagle - CD SB 0169 - 4.79% July 2024	\$103,879.90
1200-303 - Eagle - CD - Select #2709 - 4.64% March 2025	\$100,000.00
1201-101 - Eagle - Alliance Road Acct	\$4,018.67

Total Assets **\$551,034.38**

Accounts Receivable

1300-000 - Accounts Receivable	\$60,818.51
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Total Accounts Receivable **\$60,818.51**

Total Assets **\$611,852.89**

Liabilities

2210-000 - Prepaid Association Fees	\$50.00
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Total Liabilities **\$50.00**

Capital

3200-000 - Transfers In/Out Reserve Fund	\$22,500.00
3600-000 - Retained Earnings	\$513,551.90
3800-000 - Current Net Income	\$75,750.99

Total Capital **\$611,802.89**

Total Liabilities / Equity **\$611,852.89**

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Order Date: 07-18-2024
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Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 5/1/2024 - 5/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4500-000 - Association Fees	-	-	-	116,000.00	116,000.00	-	116,000.00
Total Income	-	-	-	116,000.00	116,000.00	-	116,000.00
Other Income							
5600-010 - NSF Fees	-	-	-	35.00	-	35.00	-
5600-650 - Road Bond	-	-	-	(2,000.00)	-	(2,000.00)	-
5600-900 - Interest on Bank Accounts	773.93	-	773.93	4,699.96	-	4,699.96	-
Total Other Income	773.93	-	773.93	2,734.96	-	2,734.96	-
Total Income	773.93	-	773.93	118,734.96	116,000.00	2,734.96	116,000.00

Operating Expense

Administrative Expenses

6100-010 - Postage & Printing & Supplies	-	41.67	41.67	-	208.35	208.35	500.00
6100-020 - Court Costs	254.15	500.00	245.85	1,246.29	2,500.00	1,253.71	6,000.00
6100-030 - SCC/ CIC Annual Reports	-	20.83	20.83	-	104.15	104.15	250.00
6100-040 - Professional & Legal Fees & CPA/Audit	(25.08)	187.50	212.58	6,055.44	937.50	(5,117.94)	2,250.00
6100-080 - Voluntary Contribution To Other HOA	-	58.33	58.33	700.00	291.65	(408.35)	700.00
6100-090 - Management Fee	621.83	621.83	-	3,109.15	3,109.15	-	7,462.00
6100-100 - Bank Charges/ Safe Deposit Box	-	4.17	4.17	10.00	20.85	10.85	50.00
6100-110 - Insurance	514.95	133.33	(381.62)	514.95	666.65	151.70	1,600.00
6100-120 - Taxes- Fed & State	-	41.67	41.67	-	208.35	208.35	500.00
6100-121 - Taxes - Real Estate	728.00	68.75	(659.25)	728.00	343.75	(384.25)	825.00
6100-130 - Web-Site Maintenance/ Network/ Computer	-	41.42	41.42	-	207.10	207.10	497.00
Total Administrative Expenses	2,093.85	1,719.50	(374.35)	12,363.83	8,597.50	(3,766.33)	20,634.00

Common Area Maintenance

6201-010 - Annual Grounds Contract	5,000.00	2,166.67	(2,833.33)	7,800.00	10,833.35	3,033.35	26,000.00
6201-020 - Additional Grounds Maintenance	-	83.33	83.33	-	416.65	416.65	1,000.00
6201-060 - Grounds - Snow/Ice Removal	-	166.67	166.67	-	833.35	833.35	2,000.00
Total Common Area Maintenance	5,000.00	2,416.67	(2,583.33)	7,800.00	12,083.35	4,283.35	29,000.00

Other Common Area Expenses

6300-010 - Common Area - General Repairs & Maint.	-	141.67	141.67	-	708.35	708.35	1,700.00
6300-061 - Common Area - Entrance Gate Repairs	-	66.67	66.67	119.98	333.35	213.37	800.00
Total Other Common Area Expenses	-	208.34	208.34	119.98	1,041.70	921.72	2,500.00

Utilities

6700-100 - Electricity	40.96	45.83	4.87	200.16	229.15	28.99	550.00
Total Utilities	40.96	45.83	4.87	200.16	229.15	28.99	550.00

Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 5/1/2024 - 5/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Reserve Contributions							
6900-100 - Reserve Contribution	4,500.00	4,500.00	-	22,500.00	22,500.00	-	54,000.00
Total Reserve Contributions	4,500.00	4,500.00	-	22,500.00	22,500.00	-	54,000.00
Total Expense	11,634.81	8,890.34	(2,744.47)	42,983.97	44,451.70	1,467.73	106,684.00
Operating Net Total	(10,860.88)	(8,890.34)	(1,970.54)	75,750.99	71,548.30	4,202.69	9,316.00
Net Total	(10,860.88)	(8,890.34)	(1,970.54)	75,750.99	71,548.30	4,202.69	9,316.00

Order: 5KY6B89TB
 Address: Greenberry Drive 114
 Order Date: 07-18-2024
 Document not for resale
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Eagle Pointe Shores Homeowners Association, Inc

Balance Sheet For 4/30/2024

Assets

1100-100 - Checking - Operating Account	\$105,078.51
1200-101 - Secondary Reserve - Money Market	\$241,343.69
1200-302 - Eagle - CD SB 0169 - 4.79% July 2024	\$103,879.90
1200-303 - Eagle - CD - Select #2709 - 4.64% March 2025	\$100,000.00
1201-101 - Eagle - Alliance Road Acct	\$4,018.16

Total Assets

\$554,320.26

Accounts Receivable

1300-000 - Accounts Receivable	\$63,893.51
--------------------------------	-------------

Total Accounts Receivable

\$63,893.51

Total Assets

\$618,213.77

Liabilities

2210-000 - Prepaid Association Fees	\$50.00
-------------------------------------	---------

Total Liabilities

\$50.00

Capital

3200-000 - Transfers In/Out Reserve Fund	\$18,000.00
3600-000 - Retained Earnings	\$513,551.90
3800-000 - Current Net Income	\$86,611.87

Total Capital

\$618,163.77

Total Liabilities / Equity

\$618,213.77

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Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 4/1/2024 - 4/30/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4500-000 - Association Fees	-	-	-	116,000.00	116,000.00	-	116,000.00
Total Income	-	-	-	116,000.00	116,000.00	-	116,000.00
Other Income							
5600-010 - NSF Fees	35.00	-	35.00	35.00	-	35.00	-
5600-650 - Road Bond	-	-	-	(2,000.00)	-	(2,000.00)	-
5600-900 - Interest on Bank Accounts	782.28	-	782.28	3,926.03	-	3,926.03	-
Total Other Income	817.28	-	817.28	1,961.03	-	1,961.03	-
Total Income	817.28	-	817.28	117,961.03	116,000.00	1,961.03	116,000.00

Operating Expense

Administrative Expenses

6100-010 - Postage & Printing & Supplies	-	41.67	41.67	-	166.68	166.68	500.00
6100-020 - Court Costs	-	500.00	500.00	992.14	2,000.00	1,007.86	6,000.00
6100-030 - SCC/ CIC Annual Reports	-	20.83	20.83	-	83.32	83.32	250.00
6100-040 - Professional & Legal Fees & CPA/Audit	793.94	187.50	(606.44)	6,080.52	750.00	(5,330.52)	2,250.00
6100-080 - Voluntary Contribution To Other HOA	-	58.33	58.33	700.00	233.32	(466.68)	700.00
6100-090 - Management Fee	621.83	621.83	-	2,487.32	2,487.32	-	7,462.00
6100-100 - Bank Charges/ Safe Deposit Box	10.00	4.17	(5.83)	10.00	16.68	6.68	50.00
6100-110 - Insurance	-	133.33	133.33	-	533.32	533.32	1,600.00
6100-120 - Taxes- Fed & State	-	41.67	41.67	-	166.68	166.68	500.00
6100-121 - Taxes - Real Estate	-	68.75	68.75	-	275.00	275.00	825.00
6100-130 - Web-Site Maintenance/ Network/ Computer	-	41.42	41.42	-	165.68	165.68	497.00
Total Administrative Expenses	1,425.77	1,719.50	293.73	10,269.98	6,878.00	(3,391.98)	20,634.00

Common Area Maintenance

6201-010 - Annual Grounds Contract	2,000.00	2,166.67	166.67	2,800.00	8,666.68	5,866.68	26,000.00
6201-020 - Additional Grounds Maintenance	-	83.33	83.33	-	333.32	333.32	1,000.00
6201-060 - Grounds - Snow/Ice Removal	-	166.67	166.67	-	666.68	666.68	2,000.00
Total Common Area Maintenance	2,000.00	2,416.67	416.67	2,800.00	9,666.68	6,866.68	29,000.00

Other Common Area Expenses

6300-010 - Common Area - General Repairs & Maint.	-	141.67	141.67	-	566.68	566.68	1,700.00
6300-061 - Common Area - Entrance Gate Repairs	-	66.67	66.67	119.98	266.68	146.70	800.00
Total Other Common Area Expenses	-	208.34	208.34	119.98	833.36	713.38	2,500.00

Utilities

6700-100 - Electricity	40.97	45.83	4.86	159.20	183.32	24.12	550.00
Total Utilities	40.97	45.83	4.86	159.20	183.32	24.12	550.00

Eagle Pointe Shores Homeowners Association, Inc

Statement of Revenues and Expenses 4/1/2024 - 4/30/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Reserve Contributions							
6900-100 - Reserve Contribution	4,500.00	4,500.00	-	18,000.00	18,000.00	-	54,000.00
Total Reserve Contributions	4,500.00	4,500.00	-	18,000.00	18,000.00	-	54,000.00
Total Expense	7,966.74	8,890.34	923.60	31,349.16	35,561.36	4,212.20	106,684.00
Operating Net Total	(7,149.46)	(8,890.34)	1,740.88	86,611.87	80,438.64	6,173.23	9,316.00
Net Total	(7,149.46)	(8,890.34)	1,740.88	86,611.87	80,438.64	6,173.23	9,316.00

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***Appendix 11/Budget**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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Eagle Pointe Shores Homeowners Association

2024 Budget

	DRAFT 2024 \$800 Lot 11 Delinquent
Income From Assessments	\$116,800
Less Delinquency (12 Lots)	-\$9,600
Misc. Income	
New Construction App Fee	
Road Bond	
Interest Income	\$0
Late Fees & Other Income	
Court Costs Reimbursement	
ARC Fee	
NSF Fees	
Fines: Rule Violations	
TOTAL INCOME	\$107,200
Administrative Expenses	
Postage & Printing & Supplies	\$500
Court Costs	\$6,000
SCC/ CIC Annual Reports	\$250
Professional & Legal Fees	\$2,250
Management Fee	\$7,462
Bank Charges	\$50
Insurance	\$1,600
Taxes (Federal & State)	\$500
Taxes - Real Estate	\$825
Web-Site Maintenance	\$497
Reserve For Replacement Study	\$0
Bad Debt/ Bankruptcy	\$0
Voluntary Contribution to other Assoc. 6100-082	\$700
Miscellaneous Administrative	\$0
Total Administrative Expenses	\$20,634
Common Area Maintenance	
Annual Grounds Contract	\$26,000
Additional Grounds 6201-021	\$1,000
Snow Removal and Ice Treatment	\$2,000
Total Common Area Maint.	\$29,000
Other Common Area Expenses	
General Repairs & Maintenance	\$1,700
Entrance Gate Maint/Repairs	\$800
Total Other Common Area Expenses	\$2,500
Utilities	
Electricity	\$550
Total Utilities Expenses	\$550
Reserve Contribution	\$54,000
SUBTOTAL EXPENSES	\$106,684
SUBTOTAL CASH FLOW	\$516

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Eagle Pointe Shores Homeowners Association

Reserve Budget 2024

The current reserve study was professionally prepared in 2021 with an effective date of 1/1/2022

2024 Recommended Capital Contribution	\$75,120
<u>2023 Actual Capital Contribution</u>	<u>\$66,000</u>
Reserve Is Under Funded By	\$9,120

2023 PROJECTIONS	
2023 Recommended Ending Balance	\$ 262,569.00
2023 Actual Reserve Balance July 31, 2023	\$ 392,715.06
2023 Remaining Contributions	\$ 18,000.00
2023 Estimated Ending Balance	<u>\$ 410,715.06</u>
2023 Reserve Overage Is	<u>\$ 148,146.06</u>
For 2023, the Reserve is funded at 51% . If fully funded, the reserve would stand at \$801,011 .	

2024 PROJECTIONS	
2024 Recommended Ending Balance	\$ 262,569.00
2024 Estimated Beginning Balance	\$ 410,715.06
2024 Capital Contribution (add)	\$ 66,000.00
2024 Capital Projects (subtract)	\$ (55,985.48)
2024 Estimated Ending Balance	<u>\$ 420,729.58</u>
2024 Reserve Overage (Estimated)	<u>\$ 158,160.58</u>
For 2024, the Reserve is funded at 48% . If fully funded, the reserve would stand at \$859,253	

2024 LISTING OF RESERVE PROJECTS	
Reserve Study Projects:	
2022: Pumps- Centrifugal	2,600.00
2023: Streets - Inspections	15,375.00
2024: Streets - Asphalt Repair	34,066.01
2024: Painting - Fencing	3,944.47
TOTAL	55,985.48

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Reserve Reports

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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Eagle Pointe Shores Homeowners Association, Inc.

2022 Reserve Study





August 9, 2021

Dear Marsha,

Please find attached our reserve study draft for Eagle Pointe Shores Homeowners Association, inc. The reserve level on 1/1/22, the beginning of the fiscal year is anticipated to be \$145,692.00, which constitutes 22.71% of full funded reserves, a weak level of reserves.

We have the following observations:

1. It is believed that these roads were, at least partially, built inadequately and may require extensive repairs. Extensive damage was found on Talon Ridge Ct. We have included an allowance, but the cost for repairs has yet to be determined. The board should contact a qualified engineer to inspect the roads to determine the street's condition and the provide a solution if a problem does exist.
2. The picnic shelters are not being maintained.

It does take a little time to familiarize yourself with some of the terms and the calculations. Please read the preface, which does a good job to explaining the how to read this report. This pdf file includes bookmarks on the left side for ease of navigation, allowing you to quickly locate sections. If there are any questions I'd be happy to address them.

Since you may not be familiar with a reserve study, or at least our reserve studies, we felt it important to explain some fundamental assumptions that shape, in part, our strategy in developing a plan for your community's capital reserves.

- The reserve study is funded with the goal of reaching 75% full funding in 30 years. This is a moderately conservative financial approach. If the board wishes, we can adjust the funding up (more conservative, not needed in your case) or down (less conservative). Additionally, we can adjust some of the underlying assumptions to further alleviate the financial burden. We are happy to discuss in more detail how the study can be customized to your community's particular circumstances.
- We assume your community will continue operating indefinitely into the future. In some areas of the country, where land prices are high, mature communities are



occasionally redeveloped. However, we don't anticipate this occurring with your community.

- Most reserve providers would likely acknowledge that accuracy in predicting replacement/repair dates 30 years into the future is low. Assigned replacement dates are rough estimates and are often influenced more by aesthetics, reserve fund levels, and board whims than necessity. Fortunately, as long as predicted replacement dates are relatively close, a reserve study will have saved most of the money required for the project. A reserve study is more a guide than a set of instructions.
- The costs that we provide are meant to be budgetary. Contractors' estimates will vary significantly. As these estimates are projected into the future they can be profoundly affected by the global commodities market, economic conditions, inflation, etc. Thus, the numbers that we assign will vary, sometimes higher, sometimes lower. While there may be discrepancies for individual components, the aggregation of all your community's assets help to balance these discrepancies. Thus, any money saved by completing a capital project performed for less than the projected estimate will most likely be needed for other reserve items and should not be spent on a lavish luau.
- A condition analysis is not an inspection. A site visit's purpose is to review the condition of the community's assets to estimate the remaining service life only. There is no forensic or destructive testing. Construction and design defects as well as unsafe conditions maybe noted, but their discovery is incidental and not the purpose of the site visit.
- Since a reserve analysis includes only visual observation it is impossible to accurately identify, measure or quantify estimate useful lives or costs for any assets that are partially or fully concealed or buried. Examples include, but are not limited to water, sewer, and storm lines, manholes, and storm boxes. Although these items may be included in the reserve analysis, discrepancies may exist between the study and actual conditions. For this same reason an omission of such items may also exist.
- A reserve study is a budgeting tool for replacement of assets that have a reliable useful life. A reserve study may include funds for repairs for defective construction or other conditions that fall outside the reserve, but these are speculative in nature. We don't diagnose defects or specify repairs required, so the cost of these repairs is essentially unknown.



- If no changes are requested within 90 days of issuance of the first draft, this first draft will be considered a final draft, despite the draft watermark on the report. No final draft will be sent, unless requested.

This report represents our best attempt to accurately represent the future financial needs of the association based upon the information available to us at the time of preparation. We hope that you find our report format both informative and useful. All of us at Reserve Professional have enjoyed serving you and providing the most detailed, comprehensive and useful reserve analysis study available.

Thank you for utilizing our services and please consider referring us to your colleagues and friends. We do not advertise and rely on referrals, which helps to keep your costs down.

We rely on referrals, not advertising. We believe in solid work at fair prices.

Respectfully,

Alex Liu, PRA, RS
President
Reserve Professionals
919-758-9788
205 S. Academy St. #3851
Cary, NC 27519
ReserveStudyCarolinas.com



Professional Designations:

Professional Reserve Analyst (PRA): Ass. of Professional Reserve Analysts, Certificate #2333
Reserve Specialist (RS): Community Associations Institute, Certification # 276
Stormwater BMP Inspection & Maintenance Professional, NC Coop Ext, Certification # 3164
BS, Construction Management: East Carolina University

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HOA Board President, 12 years (Retired)

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Eagle Pointe Shores Homeowners Association, inc.

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Preface

This preface is intended to provide an introduction to the enclosed reserve analysis as well as detailed information regarding the reserve analysis report format, reserve fund goals/objectives and calculation methods. The following sections are included in this preface:

Introduction to Reserve Budgeting	page i
Understanding the Reserve Analysis	page i
Reserve Funding Goals / Objectives	page ii
Reserve Funding Calculation Methods	page ii
Reading the Reserve Analysis	page v
Glossary of Key Terms	page x
Limitations of Reserve Analysis	page xiii

◆ ◆ ◆ ◆ INTRODUCTION TO RESERVE BUDGETING ◆ ◆ ◆ ◆

The Board of Directors of an association has a legal and fiduciary duty to maintain the community in a good state of repair. Individual unit property values are significantly impacted by the level of maintenance and upkeep provided by the association as well as the amount of the regular assessment charged to each owner.

A prudent plan must be implemented to address the issues of long-range maintenance, repair and replacement of the common areas. Additionally, the plan should recognize that the value of each unit is affected by the amount of the regular assessment charged to each unit.

There is a fine line between “not enough,” “just right” and “too much.” Each member of an association should contribute to the reserve fund for their proportionate amount of “depreciation” (or “use”) of the reserve components. Through time, if each owner contributes his “fair share” into the reserve fund for the depreciation of the reserve components, then the possibility of large increases in regular assessments or special assessments will be minimized.

An accurate reserve analysis and a “healthy” reserve fund are essential to protect and maintain the association's common areas and the property values of the individual unit owners. A comprehensive reserve analysis is one of the most significant elements of any association's long-range plan and provides the critical link between sound business judgment and good fiscal planning. The reserve analysis provides a “financial blueprint” for the future of an association.

◆ ◆ ◆ ◆ UNDERSTANDING THE RESERVE ANALYSIS ◆ ◆ ◆ ◆

In order for the reserve analysis to be useful, it must be understandable by a variety of individuals. Board members (from seasoned, experienced Board members to new Board members), property managers, accountants, attorneys and even homeowners may ultimately review the reserve analysis. The reserve analysis must be detailed enough to provide a comprehensive analysis, yet simple enough to enable less experienced individuals to understand the results.

There are four key bits of information that a comprehensive reserve analysis should provide: Budget, Percent Funded, Projections and Inventory. This information is described as follows:

Budget

Amount recommended to be transferred into the reserve account for the fiscal year for which the reserve analysis was prepared. In some cases, the reserve analysis may present two or more funding plans based on different goals/objectives. The Board should have a clear understanding of the differences among these funding goals/objectives prior to implementing one of them in the annual budget.

Percent Funded

Measure of the reserve fund “health” (expressed as a percentage) as of the beginning of the fiscal year for which the

Preface

reserve analysis was prepared. This figure is the ratio of the actual reserve fund on hand to the fully funded balance. A reserve fund that is “100% funded” means the association has accumulated the proportionately correct amount of money, to date, for the reserve components it maintains.

Projections

Indicate the “level of service” the association will provide the membership as well as a “road map” for the fiscal future of the association. The projections define the timetables for repairs and replacements, such as when the buildings will be painted or when the asphalt will be seal coated. The projections also show the financial plan for the association – when an underfunded association will “catch up” or how a properly funded association will remain fiscally “healthy.”

Inventory

Complete listing of the reserve components. Key bits of information are available for each reserve component, including placed-in-service date, useful life, remaining life, replacement year, quantity, current cost of replacement, future cost of replacement and analyst’s comments.

◆ ◆ ◆ ◆ RESERVE FUNDING GOALS / OBJECTIVES ◆ ◆ ◆ ◆

There are four reserve funding goals/objectives which may be used to develop a reserve funding plan that corresponds with the risk tolerance of the association: Full Funding, Baseline Funding, Threshold Funding and Statutory Funding. These goals/objectives are described as follows:

Full Funding

Describes the goal/objective to have reserves on hand equivalent to the value of the deterioration of the each reserve component. The objective of this funding goal is to achieve and/or maintain a 100% percent funded reserve fund. The component calculation method or cash flow calculation method is typically used to develop a full funding plan.

Baseline Funding

Describes the goal/objective to have sufficient reserves on hand to never completely run out of money. The objective of this funding goal is to simply pay for all reserve expenses as they come due without regard to the association’s percent funded. The cash flow calculation method is typically used to develop a baseline funding plan.

Threshold Funding

Describes the goal/objective other than the 100% level (full funding) or just staying cash-positive (baseline funding). This threshold goal/objective may be a specific percent funded target or a cash balance target. Threshold funding is often a value chosen between full funding and baseline funding. The cash flow calculation method is typically used to develop a threshold funding plan.

Statutory Funding

Describes the pursuit of an objective as described or required by local laws or codes. The component calculation method or cash flow calculation method is typically used to develop a statutory funding plan.

◆ ◆ ◆ ◆ RESERVE FUNDING CALCULATION METHODS ◆ ◆ ◆ ◆

There are two funding methods which can be used to develop a reserve funding plan based on a reserve funding goal/objective: Component Calculation Method and Cash Flow Calculation Method. These calculation methods are described as follows:

Component Calculation Method

This calculation method develops a funding plan for each individual reserve component. The sum of the funding plan for each component equals the total funding plan for the association. This method is often referred to as the “straight line”

Preface

method and is widely believed to be the most conservative reserve funding method. This method structures a funding plan that enables the association to pay all reserve expenditures as they come due, enables the association to achieve the ideal level of reserves in time, and then enables the association to maintain the ideal level of reserves through time. The following is a detailed description of the component calculation method:

Step 1: Calculation of fully funded balance for each component

The fully funded balance is calculated for each component based on its age, useful life and current cost. The actual formula is as follows:

$$\text{Fully Funded Balance} = \frac{\text{Age}}{\text{Useful Life}} \times \text{Current Cost}$$

Step 2: Distribution of current reserve funds

The association's current reserve funds are assigned to (or distributed amongst) the reserve components based on each component's remaining life and fully funded balance as follows:

Pass 1: Components are organized in remaining life order, from least to greatest, and the current reserve funds are assigned to each component up to its fully funded balance, until reserves are exhausted.

Pass 2: If all components are assigned their fully funded balance and additional funds exist, they are assigned in a "second pass." Again, the components are organized in remaining life order, from least to greatest, and the remaining current reserve funds are assigned to each component up to its current cost, until reserves are exhausted.

Pass 3: If all components are assigned their current cost and additional funds exist, they are assigned in a "third pass." Components with a remaining life of zero years are assigned double their current cost.

Distributing, or assigning, the current reserve funds in this manner is the most efficient use of the funds on hand – it defers the make-up period of any underfunded reserves over the lives of the components with the largest remaining lives.

Step 3: Developing a funding plan

After step 2, all components have a "starting" balance. A calculation is made to determine what funding would be required to get from the starting balance to the future cost over the number of years remaining until replacement. The funding plan incorporates the annual contribution increase parameter to develop a "stair stepped" contribution.

For example, if an association needs to accumulate \$100,000 in ten years, \$10,000 could be contributed each year. Alternatively, the association could contribute \$8,723 in the first year and increase the contribution by 3% each year thereafter until the tenth year.

In most cases, this rate should match the inflation parameter. Matching the annual contribution increase parameter to the inflation parameter indicates, in theory, that member contributions should increase at the same rate as the cost of living (inflation parameter). Due to the "time value of money," this creates the most equitable distribution of member contributions through time.

Using an annual contribution increase parameter that is greater than the inflation parameter will reduce the burden to the current membership at the expense of the future membership. Using an annual contribution increase parameter that is less than the inflation parameter will increase the burden to the current membership to the benefit of the future membership. The following chart shows a comparison:

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	<u>0% Increase</u>	<u>3% Increase</u>	<u>10% Increase</u>
Year 1	\$10,000.00	\$8,723.05	\$6,274.54
Year 2	\$10,000.00	\$8,984.74	\$6,901.99
Year 3	\$10,000.00	\$9,254.28	\$7,592.19
Year 4	\$10,000.00	\$9,531.91	\$8,351.41
Year 5	\$10,000.00	\$9,817.87	\$9,186.55
Year 6	\$10,000.00	\$10,112.41	\$10,105.21
Year 7	\$10,000.00	\$10,415.78	\$11,115.73
Year 8	\$10,000.00	\$10,728.25	\$12,227.30
Year 9	\$10,000.00	\$11,050.10	\$13,450.03
Year 10	\$10,000.00	\$11,381.60	\$14,795.04
TOTAL	\$100,000.00	\$100,000.00	\$100,000.00

This parameter is used to develop a funding plan only; it does not mean that the reserve contributions must be raised each year. There are far more significant factors that will contribute to a total reserve contribution increase or decrease from year to year than this parameter.

One of the major benefits of using this calculation method is that for any single component (or group of components), the accumulated balance and reserve funding can be precisely calculated. For example, using this calculation method, the reserve analysis can indicate the exact amount of current reserve funds “in the bank” for the roofs and the amount of money being funded towards the roofs each month. This information is displayed on the Management / Accounting Summary and Charts as well as elsewhere within the report.

The component calculation method is typically used for well-funded associations (greater than 65% funded) with a goal/objective of full funding.

Cash Flow Calculation Method

This calculation method develops a funding plan based on current reserve funds and projected expenditures during a specific timeframe (typically 30 years). This funding method structures a funding plan that enables the association to pay for all reserve expenditures as they come due, but is not necessarily concerned with the ideal level of reserves through time.

This calculation method tests reserve contributions against reserve expenditures through time to determine the minimum contribution necessary (baseline Funding) or some other defined goal/objective (full funding, threshold funding or statutory funding).

Unlike the component calculation method, this calculation method cannot precisely calculate the reserve funding for any single component (or group of components). In order to work-around this issue to provide this bookkeeping information, a formula has been applied to component method results to calculate a reasonable breakdown. This information is displayed on the Management / Accounting Summary and Charts as well as elsewhere within the report.

The cash flow calculation method is typically used for under-funded associations (less than 65% funded) with a goal/objective of full funding, threshold funding, baseline funding or statutory funding.

Preface

◆ ◆ ◆ ◆ READING THE RESERVE ANALYSIS ◆ ◆ ◆ ◆

In some cases, the reserve analysis may be a lengthy document of one hundred pages or more. A complete and thorough review of the reserve analysis is always a good idea. However, if time is limited, it is suggested that a thorough review of the summary pages be made. If a “red flag” is raised in this review, the reader should then check the detail information, of the component in question, for all relevant information. In this section, a description of most of the summary or report sections is provided along with comments regarding what to look for and how to use each section.

Executive Summary

Provides general information about the client, global parameters used in the calculation of the reserve analysis as well as the core results of the reserve analysis.

Client Information

Provides various client information including fiscal year for which the reserve analysis was prepared, number of units, phasing, etc.

Global Parameters

Displays the calculation parameters that were used to calculate the reserve analysis including inflation, annual contribution increase, investment rate, tax rate and contingency.

Community Profile

Provides brief description of the community, as well as other “global” type comments.

Budget

Provides recommended funding for the fiscal year for which the reserve analysis was prepared. Indicates the reserve funding from the membership, anticipated interest contribution and the total contribution

Sample Homeowners Association
Executive Summary
Component Calculation Method

Client Information:		Global Parameters:	
Account Number	99999	Inflation Rate	2.00%
Version Number	1	Annual Contribution Increase	2.00%
Analysis Date	3/18/2014	Investment Rate	1.00%
Fiscal Year	6/1/2014 to 5/31/2015	Taxes on Investments	30.00%
Number of Units	167	Contingency	3.00%
Phasing	8 of 8		

Community Profile:
This community consists of 167 attached units with private roadways, pool area and extensive landscaped areas.
For budgeting purposes, unless otherwise indicated, we have used June 1995 as the average placed-in-service date for aging the original components in this community.
ARS site visits: March 1, 2014; January 2011; February 2006; April 2008; March 2005; March 2003; March 2002; April 2001 and March 2000

Adequacy of Reserves as of June 1, 2014:

Anticipated Reserve Balance	\$865,450.00
Fully Funded Reserve Balance	\$1,011,226.83
Percent Funded	85.58%

Recommended Funding for the 2014-2015 Fiscal Year:

	Annual	Monthly	Per Unit Per Month
Member Contribution	\$110,659	\$9,221.58	\$55.22
Interest Contribution	\$5,977	\$498.09	\$2.98
Total Contribution	\$116,636	\$9,719.66	\$58.20

3.18.2014(1) 1 ADVANCED RESERVE SOLUTIONS, INC.

Adequacy of Reserves

Displays the results of calculations with regard to the “health” of the reserve fund as of the beginning of the fiscal year for which the reserve analysis was prepared. Provides the anticipated reserve balance, fully funded reserve balance and the percent funded.

Preface

Calculation of percent funded

Summary displays all reserve components, shown here in “category” order. Provides the remaining life, useful life, current cost and the fully funded balance at the beginning of the fiscal year for which the reserve analysis was prepared.

Reserve Components
All components are displayed (shown here in “category” order).

Lifespans
Remaining life and useful life are displayed. And, these columns are conveniently sub totaled to show range.

Sample Homeowners Association
Calculation of Percent Funded
Sorted by Category

	Remaining Life	Useful Life	Current Cost	Fully Funded Balance
010 Streets				
Streets - Asphalt, Overlay / Major Rehab	8	27	\$101,667.50	\$71,564.91
Streets - Asphalt, Repair	0	4	\$3,621.75	\$3,621.75
Streets - Asphalt, Seal Coat	0	4	\$5,926.50	\$5,926.50
Streets - Concrete, Unfunded	n.a.	n.a.	\$0.00	\$0.00
Sub Total	0-8	4-27	\$111,245.75	\$81,113.16
020 Roofs				
Roofs - Tile				
Sub Total				
030 Painting				
Painting - Cabana Interior				
Painting - Red Curbs				
Painting - Stucco				
Painting - Woodwork & Trim				
Painting - Wrought Iron, Buildings				
Painting - Wrought Iron, Pool Area				
Sub Total				
040 Fencing				
Fencing - Wrought Iron, Pool Area				
Railing - Wrought Iron, Buildings				
Sub Total				
050 Lighting				
Lighting - Buildings				
Lighting - Grounds				
Sub Total				
060 Pool Area				
Cabana - Ceramic Tile				
Cabana - Doors				
Cabana - Plumbing Fixtures				
Cabana - Restroom Partitions				
Cabana - Water Heater				
Pool - Filter				
Pool - Heater				
Pool - Replaster & Tile Replace				
Pool Area - Barbecues				
3.18.2014(1)				

Sample Homeowners Association
Calculation of Percent Funded
Sorted by Category

	Remaining Life	Useful Life	Current Cost	Fully Funded Balance
Pool Area - Ceramic Tile	2	21	\$8,591.63	\$7,773.38
Pool Area - Concrete Deck, Unfunded	n.a.	n.a.	\$0.00	\$0.00
Pool Area - Furniture (Refurbish)	0	12	\$9,255.00	\$9,255.00
Pool Area - Furniture (Replace)	6	25	\$17,315.00	\$13,159.40
Pool Area - Mastic	0	4	\$5,131.50	\$5,131.50
Spa - Filter	0	13	\$1,350.00	\$1,350.00
Spa - Heater	0	10	\$3,050.00	\$3,050.00
Spa - Replaster & Tile Replace	3	8	\$5,250.00	\$3,126.40
Sub Total	0-6	4-25	\$91,747.38	\$71,964.53
070 Decks				
Decks - Clean & Top Coat	2	5	\$30,480.00	\$18,288.00
Decks - Resurface	2	13	\$65,227.20	\$54,720.81
Sub Total	2	5-13	\$95,707.20	\$73,008.81
080 Misc (Buildings)				
Fire Extinguisher Cabinets	2	21	\$27,625.00	\$24,904.05
Utility Closet Doors	2	21	\$73,900.00	\$69,861.00
Sub Total	2	21	\$101,525.00	\$94,765.05
090 Misc (Grounds)				
Landscape - Irrigation Controllers	0	12	\$20,000.00	\$20,000.00
Landscape - Renovation, Unfunded	n.a.	n.a.	\$0.00	\$0.00
Mailboxes	2	21	\$37,200.00	\$33,657.14
Sub Total	0-2	12-21	\$66,200.00	\$62,657.14
100 Termite Control				
Termite Control	n.a.	n.a.	\$0.00	\$100,000.00
Sub Total	n.a.	n.a.	\$0.00	\$100,000.00
Contingency	n.a.	n.a.	n.a.	\$29,453.27
Total	0-11	2-30	\$1,001,533.70	\$1,011,228.83
Anticipated Reserve Balance				\$865,450.00
Percent Funded				85.58%
3.18.2014(1)				

Current Cost
Displays the current cost to replace or otherwise maintain each component. This column is conveniently sub totaled.

Fully Funded Balance
Displays the fully funded balance for each component. This column is conveniently sub totaled.

The total current cost to replace or otherwise maintain all components, total fully funded balance, anticipated reserve balance and percent funded are provided at the bottom of this summary. Also shown is the range of reserve component remaining lives and useful lives.

Preface

Management / Accounting Summary and Charts

Summary displays all reserve components, shown here in "category" order. Provides the assigned reserve funds at the beginning of the fiscal year for which the reserve analysis was prepared along with the monthly member contribution, interest contribution and total contribution for each component and category. Pie charts show graphically how the total reserve fund is distributed amongst the reserve component categories and how each category is funded on a monthly basis.

Balance at FYB
Shows the amount of reserve funds assigned to each reserve component. And, this column is conveniently sub totaled.

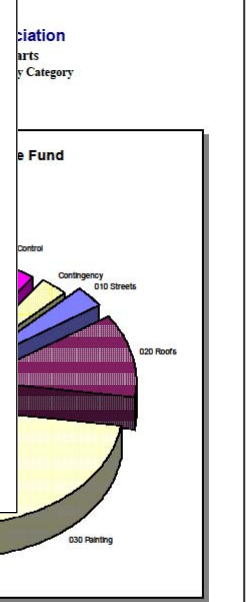
Sample Homeowners Association
Management / Accounting Summary
Component Calculation Method; Sorted by Category

	Balance at Fiscal Year Beginning	Monthly Member Contribution	Monthly Interest Contribution	Total Monthly Contribution
010 Streets				
Streets - Asphalt, Overlay / Major Rehab	\$17,637.90	\$948.69	\$13.37	\$983.07
Streets - Asphalt, Repair	\$3,621.75	\$78.20	\$0.25	\$78.45
Streets - Asphalt, Seal Coat	\$5,026.50	\$127.96	\$0.41	\$128.37
Streets - Concrete, Unfunded	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total	\$27,186.15	\$1,155.84	\$14.04	\$1,169.88
020 Roofs				
Roofs - Tile				
Sub Total				
030 Painting				
Painting - Cabana Interior				
Painting - Red Curbs				
Painting - Stucco				
Painting - Woodwork & Trim				
Painting - Wrought Iron, Buildings				
Painting - Wrought Iron, Pool Area				
Sub Total				
040 Fencing				
Fencing - Wrought Iron, Pool Area				
Railing - Wrought Iron, Buildings				
Sub Total				
050 Lighting				
Lighting - Buildings				
Lighting - Grounds				
Sub Total				
060 Pool Area				
Cabana - Ceramic Tile				
Cabana - Doors				
Cabana - Plumbing Fixtures				
Cabana - Restroom Partitions				
Cabana - Water Heater				
Pool - Filter				
Sub Total				

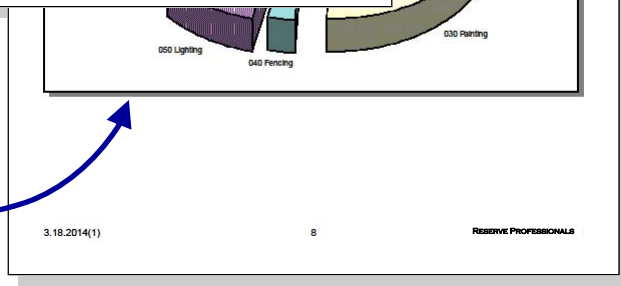
Sample Homeowners Association
Management / Accounting Summary
Component Calculation Method; Sorted by Category

	Balance at Fiscal Year Beginning	Monthly Member Contribution	Monthly Interest Contribution	Total Monthly Contribution
Pool - Heater	\$3,250.00	\$24.60	\$0.08	\$24.68
Pool - Replaster & Tile Replace	\$7,070.58	\$146.76	\$4.61	\$151.37
Pool Area - Barbecues	\$1,010.00	\$29.98	\$0.69	\$30.67
Pool Area - Ceramic Tile	\$7,773.38	\$43.27	\$4.69	\$47.95
Pool Area - Concrete Deck, Unfunded	\$0.00	\$0.00	\$0.00	\$0.00
Pool Area - Furniture (Refurbish)	\$0,255.00	\$70.05	\$0.23	\$70.27
Pool Area - Furniture (Replace)	\$13,159.40	\$74.76	\$7.94	\$82.70
Pool Area - Mastic	\$5,131.50	\$110.79	\$0.36	\$111.15
Spa - Filter	\$1,350.00	\$12.11	\$0.04	\$12.15
Spa - Heater	\$2,600.00	\$27.36	\$0.09	\$27.44
Spa - Replaster & Tile Replace	\$3,126.40	\$64.12	\$2.04	\$66.15
Sub Total	\$71,964.53	\$710.19	\$30.10	\$740.28
070 Decks				
Decks - Clean & Top Coat	\$18,288.00	\$539.52	\$12.44	\$551.90
Decks - Resurfacing	\$54,720.81	\$506.93	\$33.05	\$540.58
Sub Total	\$73,008.81	\$1,046.45	\$46.09	\$1,092.54
080 Misc (Buildings)				
Fire Extinguisher Cabinets	\$24,994.05	\$139.11	\$15.07	\$154.19
Utility Closet Doors	\$66,861.60	\$372.15	\$40.32	\$412.47
Sub Total	\$91,855.95	\$511.26	\$55.40	\$566.66
090 Misc (Grounds)				
Landscape - Irrigation Controllers	\$20,000.00	\$219.48	\$0.71	\$220.19
Landscape - Renovation, Unfunded	\$0.00	\$0.00	\$0.00	\$0.00
Mailboxes	\$33,657.14	\$187.33	\$20.30	\$207.63
Sub Total	\$62,657.14	\$406.82	\$21.00	\$427.82
100 Termite Control				
Termite Control	\$100,000.00	\$0.00	\$58.52	\$58.52
Sub Total	\$100,000.00	\$0.00	\$58.52	\$58.52
Contingency	\$25,207.28	\$268.59	\$15.61	\$284.20
Total	\$865,450.00	\$3,221.58	\$498.09	\$9,719.66

Monthly Funding
Displays the monthly funding for each component from the members and interest. Total monthly funding is also indicated. And, these columns are conveniently sub totaled.



Pie Charts
Show graphically how the reserve fund is distributed amongst the reserve components and how the components are funded.



Preface

Projections and Charts

Summary displays projections of beginning reserve balance, member contribution, interest contribution, expenditures and ending reserve balance for each year of the projection period (shown here for 30 years). The two columns on the right-hand side provide the fully funded ending balance and the percent funded for each year. Charts show the same information in an easy-to-understand graphic format.

**Sample Homeowners Association
Projections**
Component Calculation Method

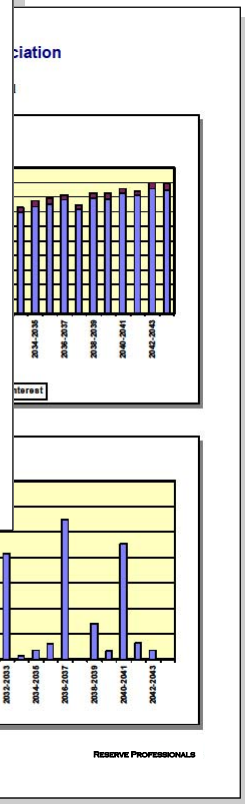
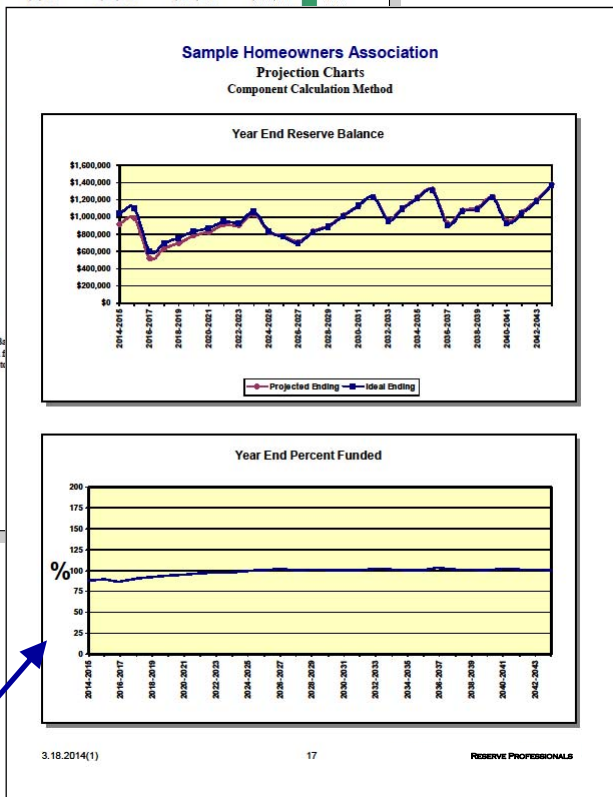
Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2014-2015	\$865,450	\$110,659	\$5,977	\$54,980	\$917,106	\$1,046,139	88%
2015-2016	\$917,106	\$111,857	\$6,482	\$45,317	\$990,127	\$1,104,068	90%
2016-2017	\$990,127	\$116,806	\$3,175	\$501,549	\$518,559	\$568,939	87%
2017-2018	\$518,559	\$115,807	\$3,960	\$7,715	\$630,610	\$668,915	94%
2018-2019	\$630,610	\$116,508	\$4,431	\$52,973	\$968,577	\$755,512	94%
2019-2020	\$968,577	\$116,723	\$5,037	\$34,761	\$785,576	\$834,243	94%
2020-2021	\$785,576	\$118,645	\$5,331	\$80,731	\$828,821	\$868,170	95%
2021-2022	\$828,821	\$121,026	\$5,925	\$40,530	\$915,241	\$948,147	96%
2022-2023	\$915,241	\$123,506					
2023-2024	\$907,080	\$125,898					
2024-2025	\$1,037,322	\$128,436					
2025-2026	\$825,894	\$127,755					
2026-2027	\$780,989	\$125,648					
2027-2028	\$713,358	\$119,373					
2028-2029	\$631,897	\$131,686					
2029-2030	\$696,194	\$131,038					
2030-2031	\$1,013,798	\$137,575					
2031-2032	\$1,130,618	\$141,510					
2032-2033	\$1,237,543	\$143,162					
2033-2034	\$973,306	\$138,591					
2034-2035	\$1,104,489	\$147,134					
2035-2036	\$1,222,996	\$149,242					
2036-2037	\$1,317,743	\$156,808					
2037-2038	\$629,828	\$142,179					
2038-2039	\$1,078,962	\$157,613					
2039-2040	\$1,102,377	\$157,111					
2040-2041	\$1,234,892	\$165,390					
2041-2042	\$952,393	\$161,588					
2042-2043	\$1,056,301	\$171,747					
2043-2044	\$1,200,105	\$169,289					

NOTE: In some cases, the projected Ending Balance Expenditures. This is a result of the provision of contingency is continually adjusted according to

3.18.2014(1)

Improved format makes the numbers as easy to read and understand as possible. The color-coded bar indicates the reserve fund status:

Green: Good
Yellow: Fair
Red: Poor



Charts
Show graphically the reserve funding plan through time.

Preface

Component Detail

Summary provides detailed information about each reserve component. These pages display all information about each reserve component as well as comments from site observations and historical information regarding replacement or other maintenance.

Lifespan Information

Displays placed-in-service date, useful life, remaining life and replacement year.

Cost Information

Displays quantity, unit cost, percentage of replacement, current cost and future cost.

Calculation Results


Displays assigned reserves and funding requirements.

Sample Homeowners Association
Component Detail
Component Calculation Method; Sorted by Category

Streets - Asphalt, Seal Coat

Category	010 Streets	Quantity	65,850 sq. ft.
Photo Date	January 2011	Unit Cost	\$0.090
		% of Replacement	100.00%
		Current Cost	\$5,926.50
		Future Cost	\$6,415.03
Placed In Service	11/09	Assigned Reserves at FYB	\$5,926.50
Useful Life	4	Monthly Member Contribution	\$127.96
Remaining Life	0	Monthly Interest Contribution	\$0.41
Replacement Year	2014-2015	Total Monthly Contribution	\$128.37

Comments:



The association seal coated and restriped for a total cost of \$5,975. The association seal coated and restriped for a total cost of \$6,000.

The current cost used for this component is adjusted for inflation where applicable.

Asphalt surfaces should be seal coated on


3.18.2014(1)

Sample Homeowners Association
Component Detail
Component Calculation Method; Sorted by Category

Painting - Woodwork & Trim

Category	030 Painting	Quantity	31,575 sq. ft.
Photo Date	January 2011	Unit Cost	\$0.920
		% of Replacement	100.00%
		Current Cost	\$29,049.00
		Future Cost	\$30,222.58
Placed In Service	06/12	Assigned Reserves at FYB	\$14,524.50
Useful Life	4	Monthly Member Contribution	\$834.91
Remaining Life	2	Monthly Interest Contribution	\$10.54
Replacement Year	2016-2017	Total Monthly Contribution	\$855.95

Comments:



The association painted the woodwork and between July and November 2000 for a total cost of \$30,000. The association was in the process of painting the cabana interior (excluded) for a total cost of \$30,000 throughout the community by the end of the year.

The current cost used for this component is adjusted for inflation where applicable.

For budgeting purposes, we have used the current cost.

The inventory for this component has been reviewed at the March 2000 site visit, we believe this inventory is accurate.


3.18.2014(1)

Sample Homeowners Association
Component Detail
Component Calculation Method; Sorted by Category

Pool - Replaster & Tile Replace

Category	060 Pool Area	Quantity	1 pool
Photo Date	January 2011	Unit Cost	\$15,075.000
		% of Replacement	100.00%
		Current Cost	\$15,075.00
		Future Cost	\$16,844.02
Placed In Service	01/10	Assigned Reserves at FYB	\$7,070.58
Useful Life	10	Monthly Member Contribution	\$146.76
Remaining Life	5	Monthly Interest Contribution	\$4.61
Replacement Year	2019-2020	Total Monthly Contribution	\$151.37

Comments:



The pool and spa were replastered in March 2000 for a total cost of approximately \$8,700. The association also washed the pool in June 2002 for a total cost of \$675. The association replastered the pool and spa (including replacement of the mastic directly adjacent to the pool and spa) in January 2010 for a total cost of \$16,900.

1,020 sq. ft. of replastering	@	\$12.50	=	\$12,750.00
135 in. ft. of trim tile	@	\$15.00	=	\$2,025.00
25 in. ft. of step tile	@	\$12.00	=	\$300.00
				TOTAL = \$15,075.00

3.18.2014(1) RESERVE PROFESSIONALS

Comments

Useful information from site observations and historical expenses included here.

Photos

Optional inclusion of photos adds an additional layer of detail the reserve analysis.

Preface

◆ ◆ ◆ ◆ GLOSSARY OF KEY TERMS ◆ ◆ ◆ ◆

Annual Contribution Increase Parameter

The rate used in the calculation of the funding plan. This rate is used on an annual compounding basis. This rate represents, in theory, the rate the association expects to increase contributions each year.

In most cases, this rate should match the inflation parameter. Matching the annual contribution increase parameter to the inflation parameter indicates, in theory, that member contributions should increase at the same rate as the cost of living (inflation parameter). Due to the “time value of money,” this creates the most equitable distribution of member contributions through time.

This parameter is used to develop a funding plan only; it does not mean that the reserve contributions must be raised each year. There are far more significant factors that will contribute to a total reserve contribution increase or decrease from year to year than this parameter. See the description of “reserve funding calculation methods” in this preface for more detail on this parameter.

Anticipated Reserve Balance (or Reserve Funds)

The amount of money, as of a certain point in time, held by the association to be used for the repair or replacement of reserve components. This figure is “anticipated” because it is calculated based on the most current financial information available as of the analysis date, which is almost always prior to the fiscal year beginning date for which the reserve analysis is prepared.

Assigned Funds (and “Fixed” Assigned Funds)

The amount of money, as of the fiscal year beginning date for which the reserve analysis is prepared, that a reserve component has been assigned.

The assigned funds are considered “fixed” when the normal calculation process is bypassed and a specific amount of money is assigned to a reserve component. For example, if the normal calculation process assigns \$10,000 to the roofs, but the association would like to show \$20,000 assigned to roofs, “fixed” funds of \$20,000 can be assigned.

Cash Flow Calculation Method

Reserve funding calculation method developed based on total annual expenditures. A more detailed description of the actual calculation process is included in the “reserve funding calculation methods” section of the preface.

Component Calculation Method

Reserve funding calculation method developed based on each individual component. A more detailed description of the actual calculation process is included in the “reserve funding calculation methods” section of the preface.

Contingency Parameter

The rate used as a built-in buffer in the calculation of the funding plan. This rate will assign a percentage of the reserve funds, as of the fiscal year beginning, as contingency funds and will also determine the level of funding toward the contingency each month.

Current Replacement Cost

The amount of money, as of the fiscal year beginning date for which the reserve analysis is prepared, that a reserve component is expected to cost to replace.

Fiscal Year

Indicates the budget year for the association for which the reserve analysis was prepared. The fiscal year beginning (FYB) is the first day of the budget year; the fiscal year end (FYE) is the last day of the budget year.

Fully Funded Reserve Balance (or Ideal Reserves)

The amount of money that should theoretically have accumulated in the reserve fund as of a certain point in time. Fully funded reserves are calculated for each reserve component based on the current replacement cost, age and useful life:

Preface

$$\text{Fully Funded Reserves} = \frac{\text{Age}}{\text{Useful Life}} \times \text{Current Replacement Cost}$$

The fully funded reserve balance is the sum of the fully funded reserves for each reserve component.

An association that has accumulated the fully funded reserve balance does not have all of the funds necessary to replace all of its reserve components immediately; it has the proportionately appropriate reserve funds for the reserve components it maintains, based on each component's current replacement cost, age and useful life.

Future Replacement Cost

The amount of money, as of the fiscal year during which replacement of a reserve component is scheduled, that a reserve component is expected to cost to replace. This cost is calculated using the current replacement cost compounded annually by the inflation parameter.

Global Parameters

The financial parameters used to calculate the reserve analysis. See also "inflation parameter," "annual contribution increase parameter," "investment rate parameter" and "taxes on investments parameter."

Inflation Parameter

The rate used in the calculation of future costs for reserve components. This rate is used on an annual compounding basis. This rate represents the rate the association expects to the cost of goods and services relating to their reserve components to increase each year.

Interest Contribution

The amount of money contributed to the reserve fund by the interest earned on the reserve fund and member contributions.

Investment Rate Parameter

The gross rate used in the calculation of interest contribution (interest earned) from the reserve balance and member contributions. This rate (net of the taxes on investments parameter) is used on a monthly compounding basis. This parameter represents the weighted average interest rate the association expects to earn on their reserve fund investments.

Membership Contribution

The amount of money contributed to the reserve fund by the association's membership.

Monthly Contribution (and "Fixed" Monthly Contribution)

The amount of money, for the fiscal year which the reserve analysis is prepared, that a reserve component will be funded.

The monthly contribution is considered "fixed" when the normal calculation process is bypassed and a specific amount of money is funded to a reserve component. For example, if the normal calculation process funds \$1,000 to the roofs each month, but the association would like to show \$500 funded to roofs each month, a "fixed" contribution of \$500 can be assigned.

Number of Units (or other assessment basis)

Indicates the number of units for which the reserve analysis was prepared. In "phased" developments (see phasing), this number represents the number of units, and corresponding common area components, that existed as of a certain point in time.

For some associations, assessments and reserve contributions are based on a unit of measure other than the number of units. Examples include time-interval weeks for timeshare resorts or lot acreage for commercial/industrial developments.

Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

Document not for resale

HomeWiseDocs

RESERVE PROFESSIONALS

Preface

One-Time Replacement

Used for components that will be budgeted for only once.

Percent Funded

A measure, expressed as a percentage, of the association's reserve fund "health" as of a certain point in time. This number is the ratio of the anticipated reserve fund balance to the fully funded reserve balance:

$$\text{Percent Funded} = \frac{\text{Anticipated Reserve Fund Balance}}{\text{Fully Funded Reserve Balance}}$$

An association that is 100% funded does not have all of the reserve funds necessary to replace all of its reserve components immediately; it has the proportionately appropriate reserve funds for the reserve components it maintains, based on each component's current replacement cost, age and useful life.

Percentage of Replacement

The percentage of the reserve component that is expected to be replaced.

For most reserve components, this percentage should be 100%. In some cases, this percentage may be more or less than 100%. For example, fencing which is shared with a neighboring community may be set at 50%.

Phasing

Indicates the number of phases for which the reserve analysis was prepared and the total number of phases expected at build-out (i.e. Phase 4 of 7). In phased developments, the first number represents the number of phases, and corresponding common area components, that existed as of a certain point in time. The second number represents the number of phases that are expected to exist at build-out.

Placed-In-Service Date

The date (month and year) that the reserve component was originally put into service or last replaced.

Remaining Life

The length of time, in years, until a reserve component is scheduled to be replaced.

Remaining Life Adjustment

The length of time, in years, that a reserve component is expected to last in excess (or deficiency) of its useful life for the current cycle of replacement.

If the current cycle of replacement for a reserve component is expected to be greater than or less than the "normal" life expectancy, the reserve component's life should be adjusted using a remaining life adjustment.

For example, if wood trim is painted normally on a 4 year cycle, the useful life should be 4 years. However, when it comes time to paint the wood trim and it is determined that it can be deferred for an additional year, the useful life should remain at 4 years and a remaining life adjustment of +1 year should be used.

Replacement Year

The fiscal year that a reserve component is scheduled to be replaced.

Reserve Components

Line items included in the reserve analysis.

Taxes on Investments Parameter

The rate used to offset the investment rate parameter in the calculation of the interest contribution. This parameter represents the marginal tax rate the association expects to pay on interest earned by the reserve funds and member contributions.

Preface

Total Contribution

The sum of the membership contribution and interest contribution.

Useful Life

The length of time, in years, that a reserve component is expected to last each time it is replaced. See also “remaining life adjustment.”

◆ ◆ ◆ ◆ LIMITATIONS OF RESERVE ANALYSIS ◆ ◆ ◆ ◆

This reserve analysis is intended as a tool for the association’s Board of Directors to be used in evaluating the association’s current physical and financial condition with regard to reserve components. The results of this reserve analysis represent the independent opinion of the preparer. There is no implied warranty or guarantee of this work product.

For the purposes of this reserve analysis, it has been assumed that all components have been installed properly, no construction defects exist and all components are operational. Additionally, it has been assumed that all components will be maintained properly in the future.

The representations set forth in this reserve analysis are based on the best information and estimates of the preparer as of the date of this analysis. These estimates are subject to change. This reserve analysis includes estimates of replacement costs and life expectancies as well as assumptions regarding future events. Some estimates are projections of future events based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the preparation of this reserve analysis. Therefore, the actual replacement costs and remaining lives may vary from this reserve analysis and the variation may be significant. Additionally, inflation and other economic events may impact this reserve analysis, particularly over an extended period of time and those events could have a significant and negative impact on the accuracy of this reserve analysis and, further, the funds available to meet the association’s obligation for repair, replacement or other maintenance of major components during their estimated useful life. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods, acts of nature or other unforeseen events cannot be predicted and/or accounted for and excluded when assessing life expectancy, repair and/or replacement costs of the components.

Eagle Pointe Shores Homeowners Association, inc.

Executive Summary

Directed Cash Flow Calculation Method

Client Information:

Account Number	1103
Version Number	1
Analysis Date	08/09/2021
Fiscal Year	1/1/2022 to 12/31/2022
Number of Lots	144
Phasing	1 of 1

Global Parameters:

Inflation Rate	2.50 %
Annual Contribution Increase	2.50 %
Investment Rate	1.01 %
Taxes on Investments	18.00 %
Contingency	3.00 %

Community Profile:

The community consists of 144 lots with dock, boat launch, 2 gazebos, waterfall, and private streets.

Unless otherwise indicated, we have used the date 6/2007, as the basis for aging of all original components.

Level of Study: Full with Site Inspection
Calculation Method Used: Cash Flow
Funding Strategy: Funding strategy can be found on the Annual Projections page.
Site Inspection Date: 3/13/21

Adequacy of Reserves as of January 1, 2022:

Anticipated Reserve Balance	\$145,692.00
Fully Funded Reserve Balance	\$641,480.61
Percent Funded	22.71%

Recommended Funding for the 2022 Fiscal Year:	Annual	Monthly	Per Lot
			Per Month
Member Contribution	\$71,500	\$5,958.33	\$41.38
Interest Contribution	\$1,353	\$112.71	\$0.78
Total Contribution	\$72,853	\$6,071.04	\$42.16

Eagle Pointe Shores Homeowners Association, inc.

Preparer's Disclosure Statement

Alexander Liu was awarded the Reserve Specialist (RS) designation from Community Associations Institute (CAI). The RS designation was developed by CAI for professional reserve analysts who wish to confirm to their peers and/or clients that they have demonstrated a basic level of competency within the industry. The RS designation is awarded to reserve analysts who are dedicated to the highest standards of professionalism and reserve analysis preparation.

Consultant certifies that:

1) Consultant has no other involvement with association which could result in actual or perceived conflicts of interest.

2) Component inventories were developed by actual field inventory, representative sampling, take-offs of scaled plans, provided by the association's previous reserve analysis prepared by another firm or provided by the association.

Component conditional assessments were developed by actual field observation and representative sampling.

3) Financial assumptions used in this analysis are listed on the Executive Summary and further explained in the Preface of this report.

4) Consultant is a Reserve Specialist (RS) designee.

5) There are no material issues known to consultant at this time which would cause a distortion of the association's situation.

6) The scope of Reserve Professionals' service does not include forensic, invasive or destructive testing or analysis of an engineering or architectural nature. Reserve Component condition assessments are based on visual observation. The Reserve Professionals reserve study specifically is neither a Building Inspection nor an engineering or architectural evaluation of the suitability, quality or integrity of the design, construction or manufacture quality of the facilities, infrastructure and other components comprising Client's project.

7) Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimate useful life or cost for any assets that are partially or fully concealed or buried. Although such items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies in material quantities, unit costs, or total costs that may exist between the study and actual conditions or responsible for an omission of such item. Assets include, but are not limited to irrigation, sprinkler, water, sewer, and storm piping, electrical wiring and equipment, building water damage, bodies of water, site and building drainage, tree removal, landscaping projects.

8) We make every attempt to notify the Client when we notice a potential safety issue, however a reserve study is not intended to identify safety issues. We take no responsibility for identifying or communicating any safety issues including, but not limited to fall hazards of people or structures, structural concerns, electrical shock.

Eagle Pointe Shores Homeowners Association, inc.

Calculation of Percent Funded

Sorted by Category

	Remaining Life	Useful Life	Current Cost	Fully Funded Balance
010 Site				
Park - Furniture	3	18	\$12,000.00	\$10,000.00
Site Drainage	5	20	\$13,000.00	\$9,750.00
Stone - Clean and Mortar Repair	5	20	\$3,804.00	\$2,853.00
Streets - Asphalt Overlay 1	14	24	\$226,634.87	\$94,431.20
Streets - Asphalt Overlay 2	15	24	\$251,044.31	\$94,141.62
Streets - Asphalt Overlay 3	17	24	\$141,849.05	\$41,372.64
Streets - Asphalt, Repair 1	2	12	\$32,424.52	\$27,020.44
Streets - Asphalt, Repair 2	3	12	\$39,495.00	\$29,621.25
Streets - Asphalt, Repair 3	5	12	\$39,274.53	\$22,910.14
Streets - Asphalt, Road Reconstruction	5	12	\$327,287.72	\$190,917.83
Streets - Inspections	1	2	\$15,000.00	\$7,500.00
Waterfall Liner	5	20	\$10,000.00	\$7,500.00
Sub Total	1-17	2-24	\$1,111,813.99	\$538,018.11
040 Fencing & Access Control				
Access Control - Gate Operators	0	12	\$13,124.91	\$13,124.91
Access Control - Gates	20	35	\$11,500.00	\$4,928.57
Fencing - Wood	7	22	\$17,319.00	\$11,808.41
Painting - Fencing	2	17	\$3,754.40	\$3,312.71
Sub Total	0-20	12-35	\$45,698.31	\$33,174.59
100 Miscellaneous Structures				
Dock - Structure Replacement	21	36	\$44,590.00	\$18,579.17
Docks - Floating, Floor Board Replacement	8	23	\$11,206.00	\$7,308.26
Docks - Gangway	10	25	\$3,500.00	\$2,100.00
Picnic Shelters	10	25	\$31,480.00	\$18,888.00
Sub Total	8-21	23-36	\$90,776.00	\$46,875.43
110 Miscellaneous				
EXCLUDED	n.a.	n.a.	\$0.00	\$0.00
Pumps - Centrifugal	0	15	\$2,600.00	\$2,600.00
Signage - Metal, Monument	7	22	\$1,200.00	\$818.18
Signage - Streets	10	25	\$2,184.00	\$1,310.40
Sub Total	0-10	15-25	\$5,984.00	\$4,728.58

Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

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Eagle Pointe Shores Homeowners Association, inc.

Calculation of Percent Funded

Sorted by Category

	Remaining Life	Useful Life	Current Cost	Fully Funded Balance
Contingency	n.a.	n.a.	n.a.	\$18,683.90
Total	0-21	2-36	\$1,254,272.30	\$641,480.61
Anticipated Reserve Balance				\$145,692.00
Percent Funded				22.71%

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Eagle Pointe Shores Homeowners Association, inc.

Management / Accounting Summary

Directed Cash Flow Calculation Method; Sorted by Category

	Balance at Fiscal Year Beginning	Monthly Member Contribution	Monthly Interest Contribution	Total Monthly Contribution
010 Site				
Park - Furniture	\$10,000.00	\$33.10	\$5.84	\$38.93
Site Drainage	\$9,750.00	\$32.70	\$5.69	\$38.39
Stone - Clean and Mortar Repair	\$2,853.00	\$9.57	\$1.67	\$11.24
Streets - Asphalt Overlay 1	\$0.00	\$707.73	\$4.72	\$712.45
Streets - Asphalt Overlay 2	\$0.00	\$737.48	\$4.91	\$742.40
Streets - Asphalt Overlay 3	\$0.00	\$373.50	\$2.49	\$375.99
Streets - Asphalt, Repair 1	\$27,020.44	\$124.61	\$16.00	\$140.61
Streets - Asphalt, Repair 2	\$29,621.25	\$150.74	\$17.64	\$168.38
Streets - Asphalt, Repair 3	\$22,910.14	\$147.84	\$13.86	\$161.70
Streets - Asphalt, Road Reconstruction	\$5,256.11	\$2,623.69	\$20.44	\$2,644.13
Streets - Inspections	\$7,500.00	\$300.17	\$6.21	\$306.38
Waterfall Liner	\$7,500.00	\$25.15	\$4.38	\$29.53
Sub Total	\$122,410.93	\$5,266.26	\$103.85	\$5,370.10
040 Fencing & Access Control				
Access Control - Gate Operators	\$13,124.91	\$47.07	\$0.32	\$47.38
Access Control - Gates	\$0.00	\$26.35	\$0.18	\$26.53
Fencing - Wood	\$0.00	\$102.30	\$0.68	\$102.98
Painting - Fencing	\$3,312.71	\$10.89	\$1.93	\$12.82
Sub Total	\$16,437.61	\$186.60	\$3.11	\$189.71
100 Miscellaneous Structures				
Dock - Structure Replacement	\$0.00	\$98.05	\$0.66	\$98.71
Docks - Floating, Floor Board Replacement	\$0.00	\$58.38	\$0.39	\$58.77
Docks - Gangway	\$0.00	\$14.82	\$0.10	\$14.92
Picnic Shelters	\$0.00	\$133.33	\$0.89	\$134.22
Sub Total	\$0.00	\$304.58	\$2.03	\$306.62
110 Miscellaneous				
EXCLUDED	\$0.00	\$0.00	\$0.00	\$0.00
Pumps - Centrifugal	\$2,600.00	\$11.01	\$0.07	\$11.08
Signage - Metal, Monument	\$0.00	\$7.09	\$0.05	\$7.14
Signage - Streets	\$0.00	\$9.25	\$0.06	\$9.31
Sub Total	\$2,600.00	\$27.35	\$0.19	\$27.54

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Eagle Pointe Shores Homeowners Association, inc.

Management / Accounting Summary

Directed Cash Flow Calculation Method; Sorted by Category

	Balance at Fiscal Year Beginning	Monthly Member Contribution	Monthly Interest Contribution	Total Monthly Contribution
Contingency	\$4,243.46	\$173.54	\$3.54	\$177.08
Total	\$145,692.00	\$5,958.33	\$112.71	\$6,071.04

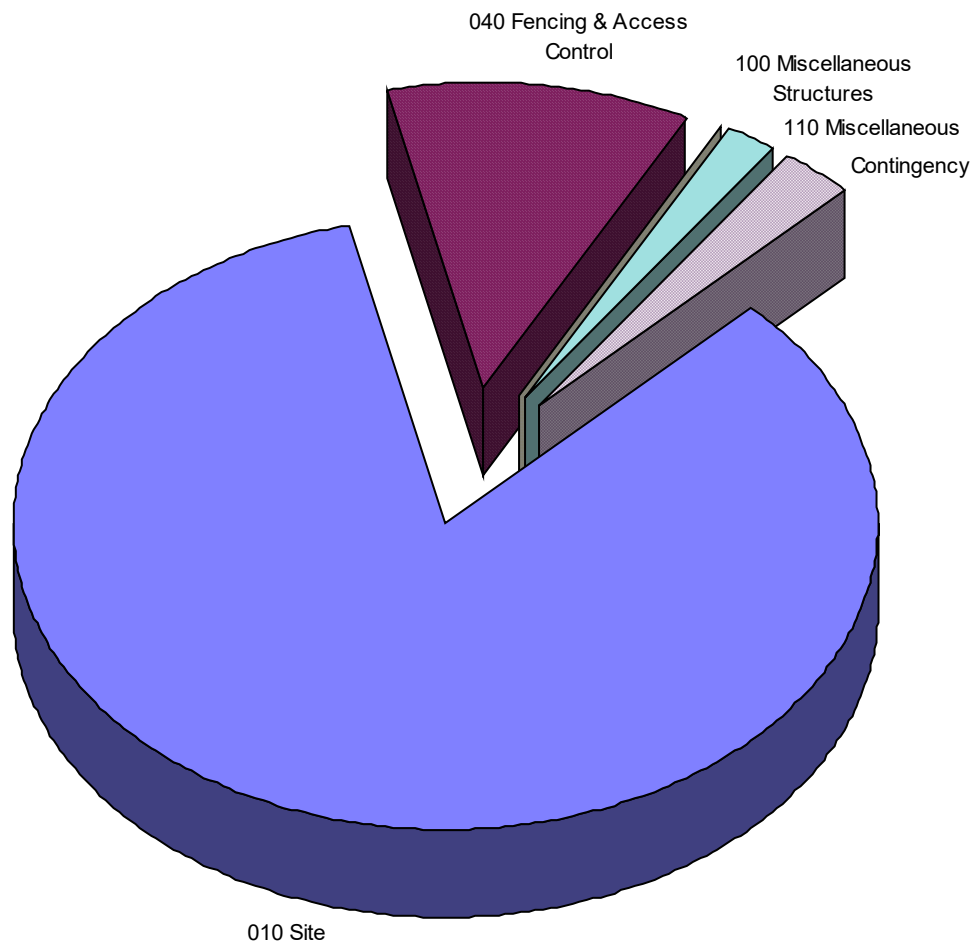
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Management / Accounting Charts

Directed Cash Flow Calculation Method; Sorted by Category

Distribution of Current Reserve Fund

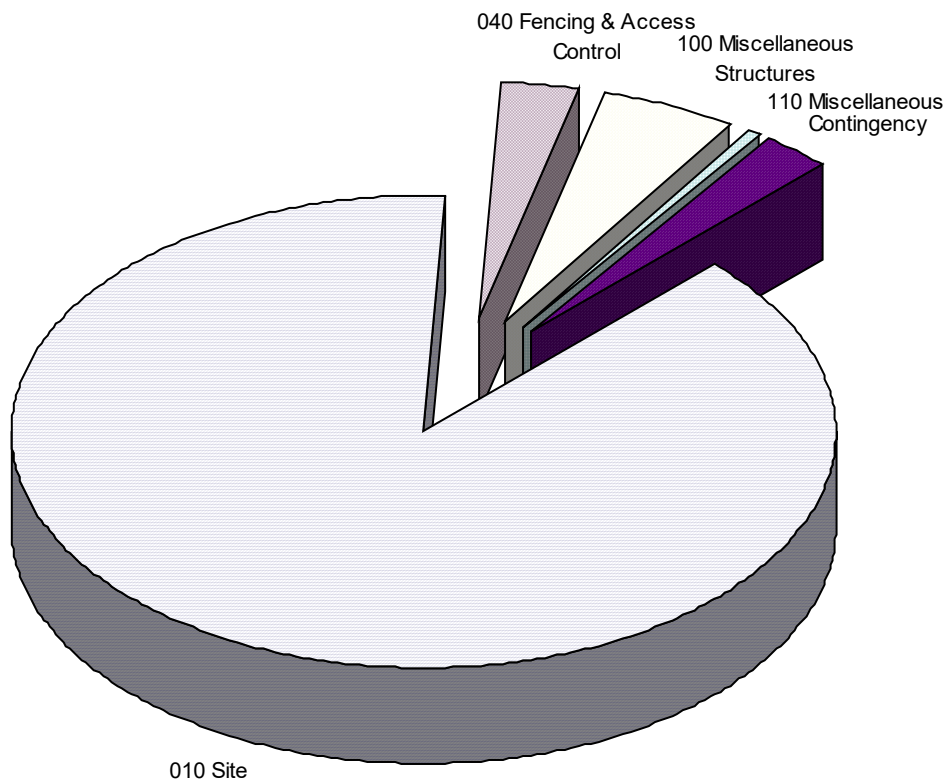


Eagle Pointe Shores Homeowners Association, inc.

Management / Accounting Charts

Directed Cash Flow Calculation Method; Sorted by Category

Monthly Member Contribution



Eagle Pointe Shores Homeowners Association, inc.

Annual Expenditure Detail

Sorted by Description

2022 Fiscal Year

Access Control - Gate Operators

\$13,124.91

Pumps - Centrifugal

\$2,600.00

Sub Total

\$15,724.91

2023 Fiscal Year

Streets - Inspections

\$15,375.00

Sub Total

\$15,375.00

2024 Fiscal Year

Painting - Fencing

\$3,944.47

Streets - Asphalt, Repair 1

\$34,066.01

Sub Total

\$38,010.48

2025 Fiscal Year

Park - Furniture

\$12,922.69

Streets - Asphalt, Repair 2

\$42,531.79

Sub Total

\$55,454.48

2027 Fiscal Year

Site Drainage

\$14,708.31

Stone - Clean and Mortar Repair

\$4,303.88

Streets - Asphalt, Repair 3

\$44,435.52

Streets - Asphalt, Road Reconstruction

\$370,296.01

Waterfall Liner

\$11,314.08

Sub Total

\$445,057.80

2029 Fiscal Year

Fencing - Wood

\$20,586.85

Signage - Metal, Monument

\$1,426.42

Sub Total

\$22,013.27

2030 Fiscal Year

Docks - Floating, Floor Board Replacement

\$13,653.42

Sub Total

\$13,653.42

2031 Fiscal Year

Painting - Fencing

\$4,688.73

Sub Total

\$4,688.73

2032 Fiscal Year

Docks - Gangway

\$4,480.30

Eagle Pointe Shores Homeowners Association, inc.

Annual Expenditure Detail

Sorted by Description

Picnic Shelters	\$40,297.06
Pumps - Centrifugal	\$3,328.22
Signage - Streets	\$2,795.70
Sub Total	\$50,901.28
2034 Fiscal Year	
Access Control - Gate Operators	\$17,651.54
Sub Total	\$17,651.54
2035 Fiscal Year	
Site Drainage	\$17,920.64
Sub Total	\$17,920.64
2036 Fiscal Year	
Streets - Asphalt Overlay 1	\$320,229.14
Streets - Asphalt, Repair 1	\$45,815.00
Sub Total	\$366,044.14
2037 Fiscal Year	
Streets - Asphalt Overlay 2	\$363,587.01
Streets - Asphalt, Repair 2	\$57,200.53
Sub Total	\$420,787.54
2038 Fiscal Year	
Painting - Fencing	\$5,573.43
Sub Total	\$5,573.43
2039 Fiscal Year	
Streets - Asphalt Overlay 3	\$215,840.10
Streets - Asphalt, Repair 3	\$59,760.84
Sub Total	\$275,600.94
2042 Fiscal Year	
Access Control - Gates	\$18,844.09
Pumps - Centrifugal	\$4,260.40
Sub Total	\$23,104.49
2043 Fiscal Year	
Dock - Structure Replacement	\$74,892.55
Park - Furniture	\$20,154.98
Site Drainage	\$21,834.56

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Annual Expenditure Detail

Sorted by Description

Sub Total	\$116,882.10
2045 Fiscal Year	
Painting - Fencing	\$6,625.05
Sub Total	\$6,625.05
2046 Fiscal Year	
Access Control - Gate Operators	\$23,739.36
Sub Total	\$23,739.36
2047 Fiscal Year	
Stone - Clean and Mortar Repair	\$7,052.40
Waterfall Liner	\$18,539.44
Sub Total	\$25,591.84
2048 Fiscal Year	
Docks - Floating, Floor Board Replacement	\$21,294.68
Streets - Asphalt, Repair 1	\$61,616.08
Sub Total	\$82,910.76
2049 Fiscal Year	
Streets - Asphalt, Repair 2	\$76,928.35
Sub Total	\$76,928.35
2051 Fiscal Year	
Fencing - Wood	\$35,441.73
Signage - Metal, Monument	\$2,455.69
Site Drainage	\$26,603.30
Streets - Asphalt, Repair 3	\$80,371.68
Sub Total	\$144,872.39

Order: 5KY6B89TB
Address: Greenberry Drive 114
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Eagle Pointe Shores Homeowners Association, inc.

Projections

Directed Cash Flow Calculation Method

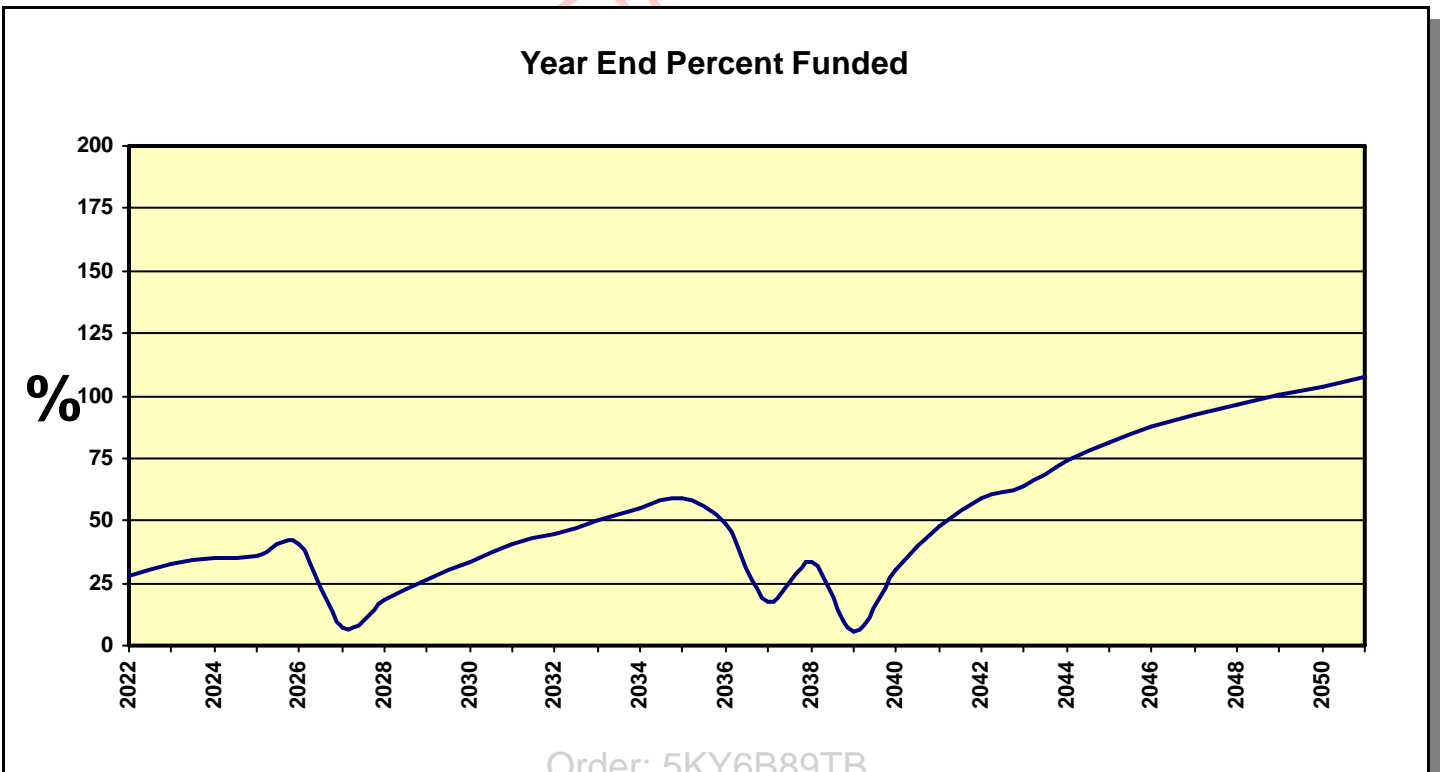
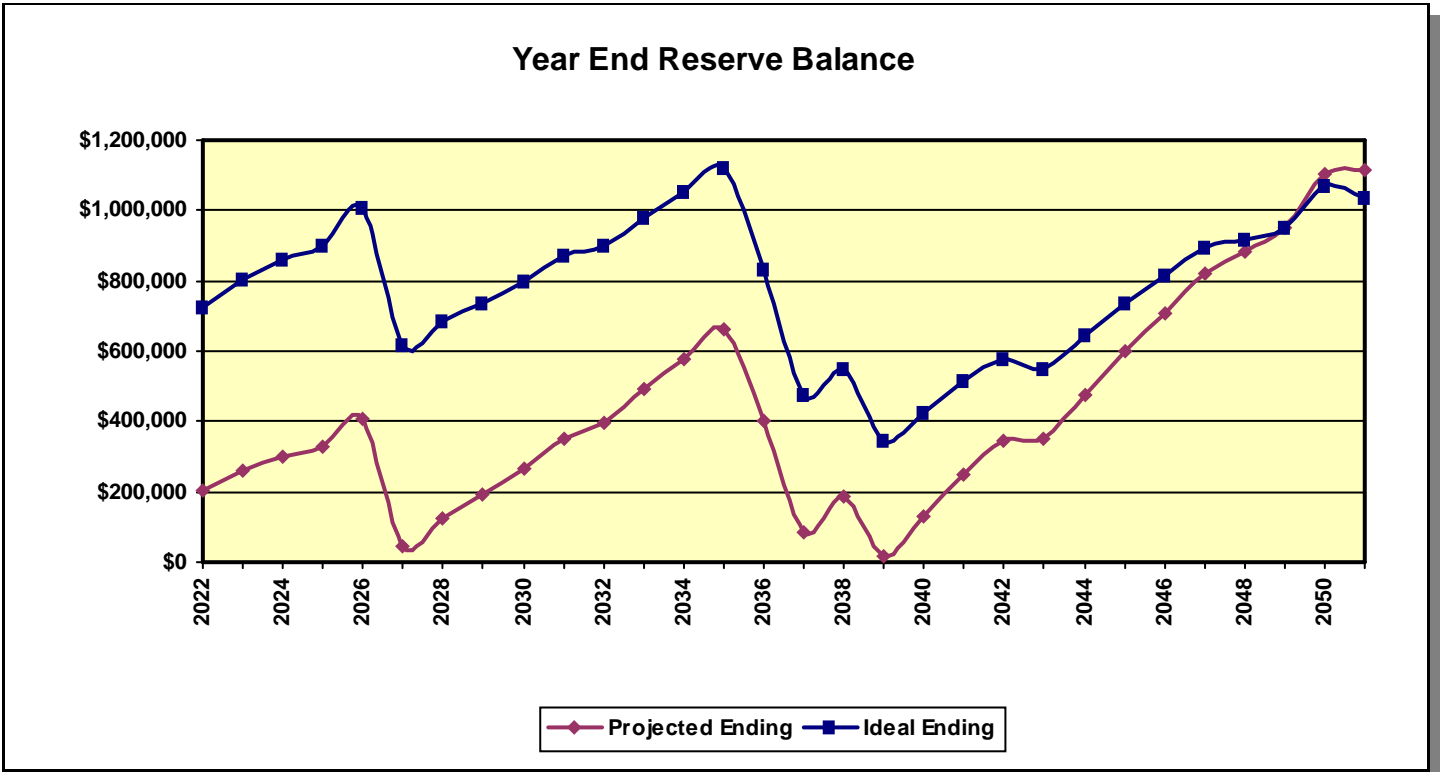
Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2022	\$145,692	\$71,500	\$1,353	\$15,725	\$202,820	\$723,072	28%
2023	\$202,820	\$73,288	\$1,837	\$15,375	\$262,569	\$801,011	33%
2024	\$262,569	\$75,120	\$2,153	\$38,010	\$301,831	\$859,253	35%
2025	\$301,831	\$76,998	\$2,341	\$55,454	\$325,716	\$902,494	36%
2026	\$325,716	\$78,923	\$3,008	\$0	\$407,646	\$1,007,369	40%
2027	\$407,646	\$80,896	(\$3)	\$445,058	\$43,481	\$615,640	7%
2028	\$43,481	\$82,918	\$677	\$0	\$127,076	\$685,312	19%
2029	\$127,076	\$84,991	\$1,197	\$22,013	\$191,251	\$734,842	26%
2030	\$191,251	\$87,116	\$1,808	\$13,653	\$266,521	\$796,002	33%
2031	\$266,521	\$89,294	\$2,516	\$4,689	\$353,642	\$869,585	41%
2032	\$353,642	\$91,526	\$2,865	\$50,901	\$397,132	\$897,684	44%
2033	\$397,132	\$93,814	\$3,658	\$0	\$494,605	\$981,727	50%
2034	\$494,605	\$96,160	\$4,331	\$17,652	\$577,444	\$1,050,776	55%
2035	\$577,444	\$98,564	\$5,027	\$17,921	\$663,113	\$1,122,846	59%
2036	\$663,113	\$101,028	\$2,854	\$366,044	\$400,951	\$830,803	48%
2037	\$400,951	\$103,553	\$229	\$420,788	\$83,946	\$475,323	18%
2038	\$83,946	\$106,142	\$1,055	\$5,573	\$185,570	\$551,018	34%
2039	\$185,570	\$108,796	(\$335)	\$275,601	\$18,430	\$345,267	5%
2040	\$18,430	\$111,516	\$577	\$0	\$130,523	\$427,123	31%
2041	\$130,523	\$114,303	\$1,520	\$0	\$246,347	\$512,856	48%
2042	\$246,347	\$117,161	\$2,302	\$23,104	\$342,705	\$578,216	59%
2043	\$342,705	\$120,090	\$2,334	\$116,882	\$348,247	\$548,128	64%
2044	\$348,247	\$123,092	\$3,363	\$0	\$474,703	\$642,658	74%
2045	\$474,703	\$126,170	\$4,371	\$6,625	\$598,619	\$734,577	81%
2046	\$598,619	\$129,324	\$5,271	\$23,739	\$709,475	\$812,796	87%
2047	\$709,475	\$132,557	\$6,190	\$25,592	\$822,630	\$893,138	92%
2048	\$822,630	\$135,871	\$6,667	\$82,911	\$882,257	\$917,151	96%
2049	\$882,257	\$139,268	\$7,225	\$76,928	\$951,821	\$950,310	100%
2050	\$951,821	\$142,749	\$8,456	\$0	\$1,103,026	\$1,067,801	103%
2051	\$1,103,026	\$146,318	\$8,522	\$144,872	\$1,112,994	\$1,037,624	107%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.

Eagle Pointe Shores Homeowners Association, inc.

Projection Charts

Directed Cash Flow Calculation Method



Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

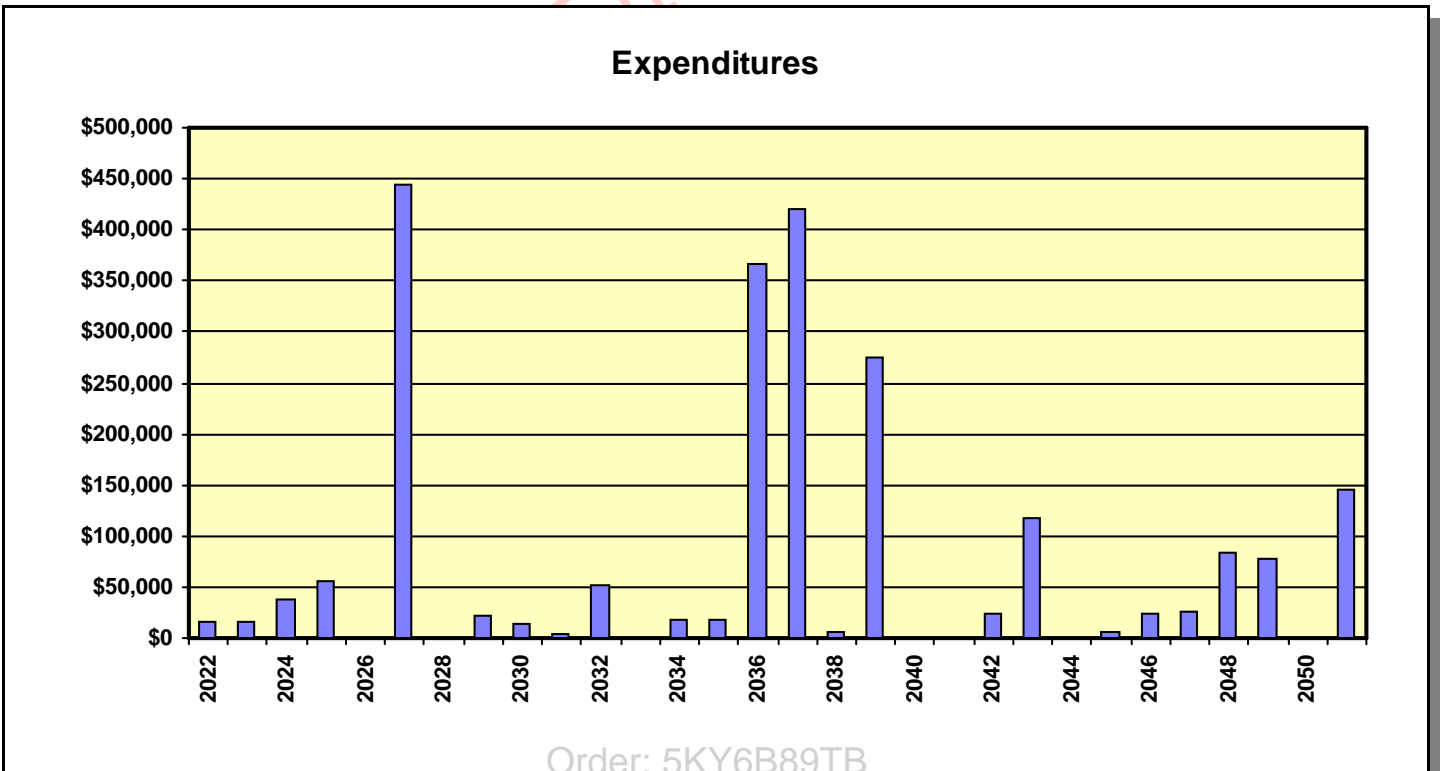
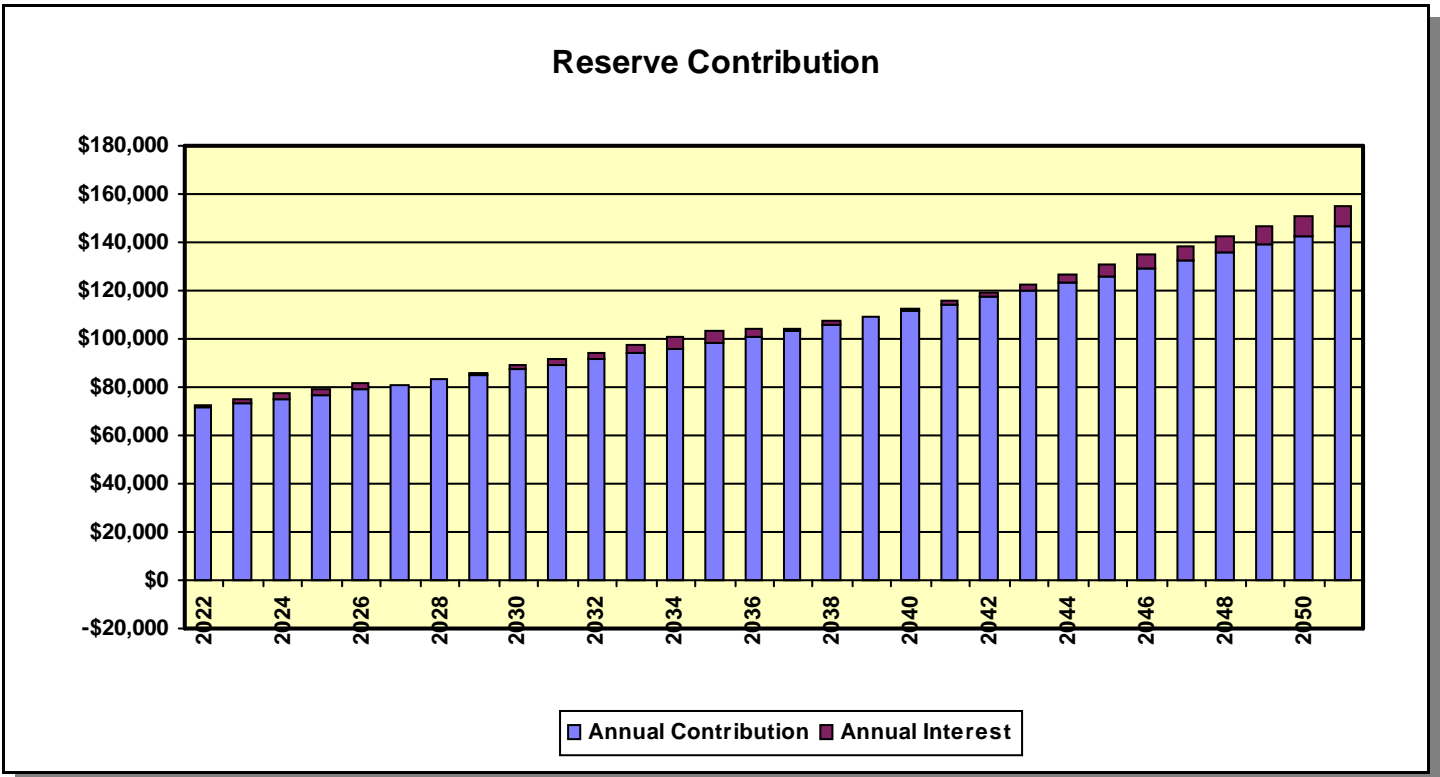
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Projection Charts

Directed Cash Flow Calculation Method



Order: 5KY6B89TB

Address: Greenberry Drive 114

Order Date: 07-18-2024

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Park - Furniture

Category	010 Site	Quantity	1 total
		Unit Cost	\$12,000.00
		% of Replacement	100.00%
		Current Cost	\$12,000.00
Placed In Service	01/07	Future Cost	\$12,922.69
Useful Life	18		
		Assigned Reserves at FYB	\$10,000.00
Remaining Life	3	Monthly Member Contribution	\$33.10
Replacement Year	2025	Monthly Interest Contribution	\$5.84
		Total Monthly Contribution	\$38.93

Comments:

We noticed several picnic tables that appeared abandoned in the woods including 1 by the dock. We are including only the tables at gazebos. The site furniture are located in areas that are unlikely to be used. If funding is tight this item should be removed.

7 6' benches	@	\$900.00	=	\$6,300.00
5 6' portable picnic tables	@	\$740.00	=	\$3,700.00
3 abandoned 6' portable picnic tables	@	\$0.00	=	\$0.00
5 charcoal pedestal BBQ's	@	\$400.00	=	<u>\$2,000.00</u>
		TOTAL	=	<u>\$12,000.00</u>

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Site Drainage

Category	010 Site	Quantity	1 allowance
		Unit Cost	\$13,000.00
		% of Replacement	100.00%
		Current Cost	\$13,000.00
Placed In Service	01/07	Future Cost	\$14,708.31
Useful Life	8		
Adjustment	+12	Assigned Reserves at FYB	\$9,750.00
Remaining Life	5	Monthly Member Contribution	\$32.70
Replacement Year	2027	Monthly Interest Contribution	\$5.69
		Total Monthly Contribution	\$38.39

Comments:

The entire community utilizes surface drainage with ditches that run parallel to the roads. Rip rap lines some of the ditches but not all. The funds included should be used to cover the cost for periodically removing debris and silt that will fill in the ditches and for additional rip rap stone where necessary. We did not notice any culverts or locations where culverts would be necessary, but they aren't necessarily apparent if no railings along the road are present.

At each driveway there is a galvanized corrugated steel culvert, which will eventually will need to be replaced or relined. However, we would expect this to be the responsibility of the homeowner. If this is not the case, please let us know.

This is an allowance, actual cost may differ significantly. This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Stone - Clean and Mortar Repair

Category	010 Site	Quantity	1,268 sq. ft.
		Unit Cost	\$3.000
		% of Replacement	100.00%
		Current Cost	\$3,804.00
Placed In Service	01/07	Future Cost	\$4,303.88
Useful Life	20		
		Assigned Reserves at FYB	\$2,853.00
Remaining Life	5	Monthly Member Contribution	\$9.57
Replacement Year	2027	Monthly Interest Contribution	\$1.67
		Total Monthly Contribution	\$11.24

Comments:

Mortar and cultured stone show NO signs of premature decay. There is little evidence of efflorescence, a chalky substance that may appear on the stone or grout. Efflorescence is salt leaching out due to moisture in the mortar or stone. Efflorescence should be cleaned promptly; waiting for more efflorescence to build up will make cleaning more difficult. Once gone it may reappear and can occasionally be persistent. Periodically clean the walls using manufacturer's directions and recommended cleaner to remove any mold or algae and debris.

monument and column caps, authentic	528 sq. ft.
small columns throughout community, cultured	760 sq. ft.
entrance gate, cultured	508 sq. ft.
	<u>1,796 sq. ft.</u>

This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Cultured stone brands are made differently, so maintenance should be brand specific. Power washing, wire brushes, bleach, and acidic cleaners should be avoided. The stone is brittle and only the surface is colored, so any damage to the surface will stand out. There are repair/color kits that can be purchased from the manufacturer in case of such an event.

There have been a number of cases where improper installation of stone veneer has caused water damage to the home. It is beyond the scope of a reserve study to examine or investigate the installation of cultured stone or account for any future replacement, but it is important to simply be aware that the potential for future problems may exist.

Manufactured stone is a lightweight, man-made concrete masonry product that is typically cast into random sizes in a variety of colors and finishes meant to mimic the look of quarried rock.

Similar to what has become a common problem with synthetic stucco, improper installation of manufactured stone veneer on exterior walls has led to serious concern about water damage. Improper flashing and drainage details behind the veneer are often the culprit, just like with synthetic stucco, but the damage with manufactured stone can often be more severe. This is because, unlike synthetic stucco, manufactured stone is not installed with an air space between the

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Order Date: 07-18-2024

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

cladding and the framed wall. When the veneer is saturated with water during a rainstorm, it holds rainwater right up against the framed wall. With little drainage or drying space, housewrap (or building paper) and flashing have a harder time diverting the moisture. If care is not taken during installation to cover every detail properly, serious water damage may result under relatively normal weather and seasonal conditions.

Manufactured stone veneers share many similar concerns with synthetic stucco. Proper seams at windows and doors are important, and building paper or housewrap must be lapped correctly in order to keep water diverted from the framed wall. Window pan flashings can be helpful if correctly installed. Bottom terminations of manufactured stone veneer are best equipped with weep screeds of some kind in order to avoid the pooling of water at the lowest points, which can cause those areas to stay continuously wet. The tops of windows and door openings are also spots that will benefit from weep screeds.

Another issue can arise when manufactured stone is paired up with a different material on the same wall. Synthetic stucco, for example, is often installed on part of a wall, with the rest of the wall covered with manufactured stone. Water will penetrate to the wood-frame wall and cause damage if the seam between the two claddings is not properly managed during installation.

DRAFT

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt Overlay 1

Category	010 Site	Quantity	14,707 sq. yds.
		Unit Cost	\$15.410
		% of Replacement	100.00%
		Current Cost	\$226,634.87
Placed In Service	01/12	Future Cost	\$320,229.14
Useful Life	24		
		Assigned Reserves at FYB	\$0.00
Remaining Life	14	Monthly Member Contribution	\$707.73
Replacement Year	2036	Monthly Interest Contribution	\$4.72
		Total Monthly Contribution	\$712.45

Comments:

Surface condition appears to be in good condition, however the roads are quite new, and so the surface condition is not a good indicator of construction quality. Board is in communication with Virginia DOT about annexing the existing roads within the community. This study assumes that VDOT will not be doing so. It is our understanding that the board has hired an engineer to perform a street study to get a better determination of the roads' condition, but was not available at the time this study was generated.

As time continues, the assumptions of cost and useful life may need to be adjusted. Dates of completion provided by client. Overlay life has been extended due to the financial condition of the client.

Eagle Pointe Shores	6,942 sq. yds.
Garrison Ridge	7,290 sq. yds.
Jones Pointe	475 sq. yds.
	<hr/>
	14,707 sq. yds.

Most asphalt surfaces can be expected to last approximately 20 to 25 years before it will become necessary for an overlay to be applied. There is a separate component listed- Streets - Asphalt Repairs which is scheduled to occur at the halfway mark of the overlay life and in conjunction with the overlay. Please review both components in conjunction.

Deflection testing should be conducted by an independent consultant near the end of the estimated useful life to determine the condition of the asphalt and to determine if major rehabilitation is required. In addition to deflection testing, a consultant should be able to provide specifications, and testing to confirm actual installation meets the specifications. As costs vary, a provision for this consulting has not been included in this cost estimate. Should the client request, this cost can be incorporated into this analysis.

If properly built, the road or parking lot deteriorates from the top down, which only requires the replacement of a thin layer of asphalt, or preferably the application of a thin wearing layer on top of the existing asphalt. The asphalt overlay not only provides a new paving surface for a fraction of the cost of rebuilding the entire roadway, but it is the only preventive maintenance technique that adds structural value while extending a pavement's service life. According to a 2008 study by the National Asphalt Pavement Association (NAPA), thin overlays were more cost-effective options over a roadway's expected service life than chip seal, slurry seal and micro-surfacing.

Repairs and milling should be performed first. Adjusting manhole and valve covers should be performed at the same time. After the road or parking lot has been swept mechanically, a tack coat will be applied. If not properly maintained, the nozzles that spray the tack coat can become clogged, resulting in a poor application. Loose asphalt will be trucked

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

in. Trucks leaving the area will create asphalt tracks outside the work area. This can't be helped and will soon fade. The asphalt temperature should be between 270 and 325 degrees Fahrenheit and should be tested at the site. The distance from the plant and weather, including wind, humidity and temperature can significantly affect this temperature, and if the driver stops to pick up some food the asphalt may need to be rejected. The proper temperature ensures enough time for the loose asphalt to be compacted sufficiently. Insufficient compaction will cause the newly placed wearing layer to quickly fail. The ground and existing asphalt temperature can also cool the asphalt

It is important to remember that over the last few years, the petroleum market has become much more volatile and price for liquid asphalt have seen exceptional jumps in very short periods of time. A reserve study can account for historical inflation, but can not predict future oil prices.

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt Overlay 2

Category	010 Site	Quantity	16,291 sq. yds.
		Unit Cost	\$15.410
		% of Replacement	100.00%
		Current Cost	\$251,044.31
Placed In Service	01/13	Future Cost	\$363,587.01
Useful Life	24		
		Assigned Reserves at FYB	\$0.00
Remaining Life	15	Monthly Member Contribution	\$737.48
Replacement Year	2037	Monthly Interest Contribution	\$4.91
		Total Monthly Contribution	\$742.40

Comments:

Surface condition appears to be in good condition, however the roads are quite new, and so the surface condition is not a good indicator of construction quality. Board is in communication with Virginia DOT about annexing the existing roads within the community. This study assumes that VDOT will not be doing so. It is our understanding that the board has hired an engineer to perform a street study to get a better determination of the roads' condition, but was not available at the time this study was generated.

As time continues, the assumptions of cost and useful life may need to be adjusted. Dates of completion provided by client. Overlay life has been extended due to the financial condition of the client.

Robin Ridge Ct	4,562 sq. yds.
Greenberry Dr	7,642 sq. yds.
Overlook Ct	2,212 sq. yds.
Noahs Knoll	1,436 sq. yds.
Justin Vista	439 sq. yds.
	<u>16,291 sq. yds.</u>

Most asphalt surfaces can be expected to last approximately 20 to 25 years before it will become necessary for an overlay to be applied. There is a separate component listed- Streets - Asphalt Repairs which is scheduled to occur at the halfway mark of the overlay life and in conjunction with the overlay. Please review both components in conjunction.

Deflection testing should be conducted by an independent consultant near the end of the estimated useful life to determine the condition of the asphalt and to determine if major rehabilitation is required. In addition to deflection testing, a consultant should be able to provide specifications, and testing to confirm actual installation meets the specifications. As costs vary, a provision for this consulting has not been included in this cost estimate. Should the client request, this cost can be incorporated into this analysis.

If properly built, the road or parking lot deteriorates from the top down, which only requires the replacement of a thin layer of asphalt, or preferably the application of a thin wearing layer on top of the existing asphalt. The asphalt overlay not only provides a new paving surface for a fraction of the cost of rebuilding the entire roadway, but it is the only preventive maintenance technique that adds structural value while extending a pavement's service life. According to a 2008 study by the National Asphalt Pavement Association (NAPA), thin overlays were more cost-effective options over a roadway's expected service life than chip seal, slurry seal and micro-surfacing.

Repairs and milling should be performed first. Adjusting manhole and valve covers should be performed at the same

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

time. After the road or parking lot has been swept mechanically, a tack coat will be applied. If not properly maintained, the nozzles that spray the tack coat can become clogged, resulting in a poor application. Loose asphalt will be trucked in. Trucks leaving the area will create asphalt tracks outside the work area. This can't be helped and will soon fade. The asphalt temperature should be between 270 and 325 degrees Fahrenheit and should be tested at the site. The distance from the plant and weather, including wind, humidity and temperature can significantly affect this temperature, and if the driver stops to pick up some food the asphalt may need to be rejected. The proper temperature ensures enough time for the loose asphalt to be compacted sufficiently. Insufficient compaction will cause the newly placed wearing layer to quickly fail. The ground and existing asphalt temperature can also cool the asphalt

It is important to remember that over the last few years, the petroleum market has become much more volatile and price for liquid asphalt have seen exceptional jumps in very short periods of time. A reserve study can account for historical inflation, but can not predict future oil prices.

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt Overlay 3

Category	010 Site	Quantity	9,205 sq. yds.
		Unit Cost	\$15.410
		% of Replacement	100.00%
		Current Cost	\$141,849.05
Placed In Service	01/15	Future Cost	\$215,840.10
Useful Life	24		
		Assigned Reserves at FYB	\$0.00
Remaining Life	17	Monthly Member Contribution	\$373.50
Replacement Year	2039	Monthly Interest Contribution	\$2.49
		Total Monthly Contribution	\$375.99

Comments:

Surface condition appears to be in good condition, however the roads are quite new, and so the surface condition is not a good indicator of construction quality. Board is in communication with Virginia DOT about annexing the existing roads within the community. This study assumes that VDOT will not be doing so. It is our understanding that the board has hired an engineer to perform a street study to get a better determination of the roads' condition, but was not available at the time this study was generated.

As time continues, the assumptions of cost and useful life may need to be adjusted. Dates of completion provided by client. Overlay life has been extended due to the financial condition of the client.

Siahs Glenn	3,306 sq. yds.
Dylan Ct	817 sq. yds.
Talon Ridge Ct	4,117 sq. yds.
Jons Ct	667 sq. yds.
	<u>8,907 sq. yds.</u>

Most asphalt surfaces can be expected to last approximately 20 to 25 years before it will become necessary for an overlay to be applied. There is a separate component listed- Streets - Asphalt Repairs which is scheduled to occur at the halfway mark of the overlay life and in conjunction with the overlay. Please review both components in conjunction.

Deflection testing should be conducted by an independent consultant near the end of the estimated useful life to determine the condition of the asphalt and to determine if major rehabilitation is required. In addition to deflection testing, a consultant should be able to provide specifications, and testing to confirm actual installation meets the specifications. As costs vary, a provision for this consulting has not been included in this cost estimate. Should the client request, this cost can be incorporated into this analysis.

If properly built, the road or parking lot deteriorates from the top down, which only requires the replacement of a thin layer of asphalt, or preferably the application of a thin wearing layer on top of the existing asphalt. The asphalt overlay not only provides a new paving surface for a fraction of the cost of rebuilding the entire roadway, but it is the only preventive maintenance technique that adds structural value while extending a pavement's service life. According to a 2008 study by the National Asphalt Pavement Association (NAPA), thin overlays were more cost-effective options over a roadway's expected service life than chip seal, slurry seal and micro-surfacing.

Repairs and milling should be performed first. Adjusting manhole and valve covers should be performed at the same time. After the road or parking lot has been swept mechanically, a tack coat will be applied. If not properly maintained,

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

the nozzles that spray the tack coat can become clogged, resulting in a poor application. Loose asphalt will be trucked in. Trucks leaving the area will create asphalt tracks outside the work area. This can't be helped and will soon fade. The asphalt temperature should be between 270 and 325 degrees Fahrenheit and should be tested at the site. The distance from the plant and weather, including wind, humidity and temperature can significantly affect this temperature, and if the driver stops to pick up some food the asphalt may need to be rejected. The proper temperature ensures enough time for the loose asphalt to be compacted sufficiently. Insufficient compaction will cause the newly placed wearing layer to quickly fail. The ground and existing asphalt temperature can also cool the asphalt

It is important to remember that over the last few years, the petroleum market has become much more volatile and price for liquid asphalt have seen exceptional jumps in very short periods of time. A reserve study can account for historical inflation, but can not predict future oil prices.

Streets - Asphalt, Repair 1			
Category	010 Site	Quantity	14,707 sq. yds.
		Unit Cost	\$73.490
		% of Replacement	3.00%
		Current Cost	\$32,424.52
Placed In Service	01/12	Future Cost	\$34,066.01
Useful Life	12		
		Assigned Reserves at FYB	\$27,020.44
Remaining Life	2	Monthly Member Contribution	\$124.61
Replacement Year	2024	Monthly Interest Contribution	\$16.00
		Total Monthly Contribution	\$140.61

Comments:

Percentage of repairs will increase as the pavement ages. It is estimated that a percentage of the asphalt areas will require repair or replacement. The actual condition of the asphalt should be monitored through time and estimates should be adjusted accordingly.

We have budgeted for the asphalt to be repaired on the same cycle and in conjunction with the asphalt overlay. Overlay life has been extended due to the financial condition of the client.

This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Eagle Pointe Shores	6,942 sq. yds.
Garrison Ridge	7,290 sq. yds.
Jones Pointe	475 sq. yds.
	<u>14,707 sq. yds.</u>

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt, Repair 2

Category	010 Site	Quantity	17,914 sq. yds.
		Unit Cost	\$73.490
		% of Replacement	3.00%
		Current Cost	\$39,495.00
Placed In Service	01/13	Future Cost	\$42,531.79
Useful Life	12		
		Assigned Reserves at FYB	\$29,621.25
Remaining Life	3	Monthly Member Contribution	\$150.74
Replacement Year	2025	Monthly Interest Contribution	\$17.64
		Total Monthly Contribution	\$168.38

Comments:

Percentage of repairs will increase as the pavement ages. It is estimated that a percentage of the asphalt areas will require repair or replacement. The actual condition of the asphalt should be monitored through time and estimates should be adjusted accordingly.

We have budgeted for the asphalt to be repaired on the same cycle and in conjunction with the asphalt overlay. Overlay life has been extended due to the financial condition of the client.

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Robin Ridge Ct	4,562 sq. yds.
Greenberry Dr	7,642 sq. yds.
Overlook Ct	2,212 sq. yds.
Noahs Knoll	1,436 sq. yds.
Justin Vista	439 sq. yds.
Driveway near Justin Vista	1,623 sq. yds.
	17,914 sq. yds.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt, Repair 3

Category	010 Site	Quantity	8,907 sq. yds.
		Unit Cost	\$73.490
		% of Replacement	6.00%
		Current Cost	\$39,274.53
Placed In Service	01/15	Future Cost	\$44,435.52
Useful Life	12		
		Assigned Reserves at FYB	\$22,910.14
Remaining Life	5	Monthly Member Contribution	\$147.84
Replacement Year	2027	Monthly Interest Contribution	\$13.86
		Total Monthly Contribution	\$161.70

Comments:

It is believed that these roads were, at least partially, built inadequately and may require extensive repairs. Extensive damage was found on Talon Ridge Ct. We have included an allowance, but the cost for repairs has yet to be determined. The board should contact a qualified engineer to inspect the roads to determine the street's condition and the provide a solution if a problem does exist.

Percentage of repairs will increase as the pavement ages. It is estimated that a percentage of the asphalt areas will require repair or replacement. The actual condition of the asphalt should be monitored through time and estimates should be adjusted accordingly.

We have budgeted for the asphalt to be repaired on the same cycle and in conjunction with the asphalt overlay. Overlay life has been extended due to the financial condition of the client.

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Siahs Glenn	3,306 sq. yds.
Dylan Ct	817 sq. yds.
Talon Ridge Ct	4,117 sq. yds.
Jons Ct	667 sq. yds.
	8,907 sq. yds.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Asphalt, Road Reconstruction		One Time Replacement	
Category	010 Site	Quantity	8,907 sq. yds.
		Unit Cost	\$73.490
		% of Replacement	50.00%
		Current Cost	\$327,287.72
Placed In Service	01/15	Future Cost	\$370,296.01
Useful Life	12		
		Assigned Reserves at FYB	\$5,256.11
Remaining Life	5	Monthly Member Contribution	\$2,623.69
Replacement Year	2027	Monthly Interest Contribution	\$20.44
		Total Monthly Contribution	\$2,644.13

Comments:

It is believed that these roads were, at least partially, built inadequately and may require extensive repairs. Extensive damage was found on Talon Ridge Ct. We have included an allowance, but the cost for repairs has yet to be determined. The board should contact a qualified engineer to inspect the roads to determine the street's condition and the provide a solution if a problem does exist.

Percentage of repairs will increase as the pavement ages. It is estimated that a percentage of the asphalt areas will require repair or replacement. The actual condition of the asphalt should be monitored through time and estimates should be adjusted accordingly.

We have budgeted for the asphalt to be repaired on the same cycle and in conjunction with the asphalt overlay. Overlay life has been extended due to the financial condition of the client.

This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Siahs Glenn	3,306 sq. yds.
Dylan Ct	817 sq. yds.
Talon Ridge Ct	4,117 sq. yds.
Jons Ct	667 sq. yds.
	8,907 sq. yds.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Streets - Inspections			One Time Replacement	
Category	010 Site		Quantity	1 allowance
			Unit Cost	\$15,000.00
			% of Replacement	100.00%
			Current Cost	\$15,000.00
Placed In Service	01/21		Future Cost	\$15,375.00
Useful Life	2			
			Assigned Reserves at FYB	\$7,500.00
Remaining Life	1		Monthly Member Contribution	\$300.17
Replacement Year	2023		Monthly Interest Contribution	\$6.21
			Total Monthly Contribution	\$306.38

Comments:

It is believed that some of the roads were, at least partially, built inadequately and may require extensive repairs. Extensive damage was found on Talon Ridge Ct. We have included an allowance, but the cost for repairs has yet to be determined. The board should contact a qualified engineer to inspect the roads to determine the street's condition and the provide a solution if a problem does exist.

Waterfall Liner				
Category	010 Site		Quantity	1,000 sq. ft.
			Unit Cost	\$10.000
			% of Replacement	100.00%
			Current Cost	\$10,000.00
Placed In Service	01/07		Future Cost	\$11,314.08
Useful Life	20			
			Assigned Reserves at FYB	\$7,500.00
Remaining Life	5		Monthly Member Contribution	\$25.15
Replacement Year	2027		Monthly Interest Contribution	\$4.38
			Total Monthly Contribution	\$29.53

Comments:

Waterfall was not operating at time of visit. Debris found in spout. Cost is an allowance. Actual design and quantity is unknown.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Access Control - Gate Operators

Category	040 Fencing & Access Control	Quantity	1 total
		Unit Cost	\$13,124.98
		% of Replacement	100.00%
		Current Cost	\$13,124.91
Placed In Service	01/07	Future Cost	\$17,651.54
Useful Life	12		
		Assigned Reserves at FYB	\$13,124.91
Remaining Life	0	Monthly Member Contribution	\$47.07
Replacement Year	2022	Monthly Interest Contribution	\$0.32
		Total Monthly Contribution	\$47.38

Comments:

2 swing operator	@	\$4,434.27	=	\$8,868.54
1 allowance loop detectors	@	\$2,430.61	=	\$2,430.61
1 card reader	@	\$1,825.76	=	\$1,825.76
		TOTAL	=	\$13,124.91

Access Control - Gates

Category	040 Fencing & Access Control	Quantity	1 total
		Unit Cost	\$11,500.00
		% of Replacement	100.00%
		Current Cost	\$11,500.00
Placed In Service	01/07	Future Cost	\$18,844.09
Useful Life	35		
		Assigned Reserves at FYB	\$0.00
Remaining Life	20	Monthly Member Contribution	\$26.35
Replacement Year	2042	Monthly Interest Contribution	\$0.18
		Total Monthly Contribution	\$26.53

Comments:

Painted steel. Rusting in locations. Repaint regularly to protect surfaces. Cost is for the gates only.

1 gate, manual, boat storage	@	\$1,500.00	=	\$1,500.00
2 gates, entrance	@	\$5,000.00	=	\$10,000.00
		TOTAL	=	\$11,500.00

Order: 5KY6B89TB
 Address: Greenberry Drive 114
 Order Date: 07-18-2024
 Document not for resale
 HomeWiseDocs

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Fencing - Wood

Category	040 Fencing & Access Control	Quantity	1 total
		Unit Cost	\$17,319.00
		% of Replacement	100.00%
		Current Cost	\$17,319.00
Placed In Service	01/07	Future Cost	\$20,586.85
Useful Life	22		
		Assigned Reserves at FYB	\$0.00
Remaining Life	7	Monthly Member Contribution	\$102.30
Replacement Year	2029	Monthly Interest Contribution	\$0.68
		Total Monthly Contribution	\$102.98

Comments:

Assumes that fencing will be painted. Some boards will periodically make repairs rather than complete replacement or replace a percentage of the fence every so often.

722 lin. ft. of 2 or 3 rail fence	@	\$22.00	=	\$15,884.00
41 lin. ft. railing at gazebo	@	\$30.00	=	\$1,230.00
		TOTAL	=	\$17,114.00

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Painting - Fencing

Category	040 Fencing & Access Control	Quantity	722 lin. ft.
		Unit Cost	\$5.200
		% of Replacement	100.00%
		Current Cost	\$3,754.40
Placed In Service	01/07	Future Cost	\$3,944.47
Useful Life	7		
Adjustment	+10	Assigned Reserves at FYB	\$3,312.71
Remaining Life	2	Monthly Member Contribution	\$10.89
Replacement Year	2024	Monthly Interest Contribution	\$1.93
		Total Monthly Contribution	\$12.82

Comments:

As fencing ages, prep costs will increase. Replace sections as needed.

Walls should be periodically power washed on a low setting by an experienced professional to remove dirt and debris buildup. Clean and touch up spots and stains as needed.

This paragraph is specifically for communities with hardboard, wood siding, cedar shingles or wood trim. Determining the extent of rot can be quite difficult, and rot may occur beneath the surface. The end grains of trim, head jambs that are flat, and bottom laps of siding tend to rot first. Modern window sills are meant to drain water, but rotted window moulding is still quite common. Boards with sections that have swelled- typically at the bottom, nails that have pulled through the board leaving a small hole, and flaking paint are all signs of rot or water damage.

Bids for paint may vary considerably since labor costs predominate, and a contractor without work may bid low just to keep crews busy, although the best contractors always seem to be busy. Since the material cost of paint is relatively small, the association should select the highest quality paint it can afford. Higher quality paint looks better and lasts longer. Quality caulk, dry weather, and properly prepped surfaces are all required for a quality job.

The contractor should power wash the building, then walk the building with association representative to identify which boards to replace. Ideally, the entire rotten or damaged siding and trim piece should be replaced, although it is common to replace only the damaged or rotten section. Ensure that window and door trim are replaced entirely.

It is important for the Association to be aware that the IRS has specific rules in determining whether or not paint is considered a capital expense or is in fact part of maintenance. This is in part or wholly determined by how the association files its taxes; whether the association files an 1120 or 1120 H. Please discuss further with the association's CPA and/or attorney to ensure proper tax compliance.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Dock - Structure Replacement

Category	100 Miscellaneous Structures	Quantity	1 total
		Unit Cost	\$44,590.00
		% of Replacement	100.00%
		Current Cost	\$44,590.00
Placed In Service	01/07	Future Cost	\$74,892.55
Useful Life	36		
		Assigned Reserves at FYB	\$0.00
Remaining Life	21	Monthly Member Contribution	\$98.05
Replacement Year	2043	Monthly Interest Contribution	\$0.66
		Total Monthly Contribution	\$98.71

Comments:

4 painted steel pilings are rusting where exposed and visible. They should be primed. Dock is in good condition.

Submerged sections could not be examined. Dock is in good condition, with a few boards recently replaced. There is no pathway between boat ramp and dock. Due to height and length of gangway, attachment point to fixed dock should be inspected regularly to ensure safety. The floatation devices are HDPE plastic wrapped billets.

520 sq. ft. floating dock	@	\$29.00	=	\$15,080.00
342 sq. ft. fixed dock	@	\$29.00	=	\$9,918.00
4 install pilings	@	\$700.00	=	\$2,800.00
1 gangway, 42' long	@	\$6,200.00	=	\$6,200.00
		TOTAL	=	\$33,998.00

This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Local contractors specializing in marine construction and/or a marine structural engineer should review the docks and provide additional suggestions. A structural engineer can perform destructive testing which would provide a more accurate assessment of dock conditions, which can be incorporated into the study.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Docks - Floating, Floor Board Replacement

Category	100 Miscellaneous Structures	Quantity	1 total
		Unit Cost	\$11,206.00
		% of Replacement	100.00%
		Current Cost	\$11,206.00
		Future Cost	\$13,653.42
Placed In Service	01/07		
Useful Life	18		
Adjustment	+5	Assigned Reserves at FYB	\$0.00
Remaining Life	8	Monthly Member Contribution	\$58.38
Replacement Year	2030	Monthly Interest Contribution	\$0.39
		Total Monthly Contribution	\$58.77

Comments:

Floor board replacement scheduled halfway between replacement of docks. In good condition.

4 painted steel pilings are rusting where exposed and visible. Submerged sections could not be examined. Dock is in good condition, with a few boards recently replaced. There is no pathway between boat ramp and dock. Due to height and length of gangway, attachment point to fixed dock should be inspected regularly to ensure safety. The floatation devices are HDPE plastic wrapped billets.

520 sq. ft. floating dock	@	\$13.00	=	\$6,760.00
342 sq. ft. fixed dock	@	\$13.00	=	\$4,446.00
		TOTAL	=	\$11,206.00

This asset is partially or fully, buried or concealed. Since a reserve analysis includes a visual observation only it is impossible to accurately identify, measure or quantify, estimated useful life or cost for any assets that are partially or fully concealed or buried. Although these items may be included in the reserve analysis, Reserve Professionals is not responsible for any discrepancies that may exist between the study and actual conditions or responsible for an omission of such item.

Local contractors specializing in marine construction and/or a marine structural engineer should review the docks and provide additional suggestions. A structural engineer can perform destructive testing which would provide a more accurate assessment of dock conditions, which can be incorporated into the study.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Docks - Gangway

Category	100 Miscellaneous Structures	Quantity	1 total
		Unit Cost	\$3,500.00
		% of Replacement	100.00%
		Current Cost	\$3,500.00
Placed In Service	01/07	Future Cost	\$4,480.30
Useful Life	25		
		Assigned Reserves at FYB	\$0.00
Remaining Life	10	Monthly Member Contribution	\$14.82
Replacement Year	2032	Monthly Interest Contribution	\$0.10
		Total Monthly Contribution	\$14.92

Comments:

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Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Picnic Shelters

Category	100 Miscellaneous Structures	Quantity	1 total
		Unit Cost	\$31,480.00
		% of Replacement	100.00%
		Current Cost	\$31,480.00
Placed In Service	01/07	Future Cost	\$40,297.06
Useful Life	25		
		Assigned Reserves at FYB	\$0.00
Remaining Life	10	Monthly Member Contribution	\$133.33
Replacement Year	2032	Monthly Interest Contribution	\$0.89
		Total Monthly Contribution	\$134.22

Comments:

Cost includes roof replacement.

AT DOCK: Some of the framing projects past the roof and is exposed. This area will deteriorate quicker than the rest of the structure. There is a wood wall, although it does not appear to be a retaining wall, and is likely to have been used for forms. It is possibly used as a skirt to hide a less attractive face. This wood however is KDHT- kiln dried heat treated, which is not the same as pressure treated. Actual information determining the wood was pressure treated could not be found, however mold growth on the railing and walls is apparent. Replace sections as needed. Main columns and beams are not showing this growth and is likely to be pressure treated, but we had no way of confirming.

AT ROADSIDE: There is no parking, pathway or stairs despite being roughly 6' lower than roadway. Area looks like it is still under construction. Board with exposed nails presents a danger. Roofing is damaged.

480 sq. ft. of roofing, gazebo at dock	@	\$40.00	=	\$19,200.00
307 sq. ft. of roofing, gazebo at road	@	\$40.00	=	\$12,280.00
		TOTAL	=	\$31,480.00

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

EXCLUDED

Category	110 Miscellaneous	Quantity	
		Unit Cost	\$0.000
		% of Replacement	100.00%
		Current Cost	\$0.00
Placed In Service	01/17	Future Cost	\$0.00
Useful Life	n.a.		
		Assigned Reserves at FYB	\$0.00
Remaining Life	n.a.	Monthly Member Contribution	\$0.00
Replacement Year	n.a.	Monthly Interest Contribution	\$0.00
		Total Monthly Contribution	\$0.00

Comments:

Trail maintenance - Work is being performed by homeowners.

Asphalt at the end of Brights Road - Believe to be state maintained, although signs at transition between asphalt and dirt road indicated the contrary.

Water and sewer mains and laterals - It is our understanding that the community is on well and septic.

Fire protection system - We have not received any information on the system and can not confirm if any components need to be replaced over time.

Maintenance of the boat storage area - Currently there is little stone for storage of boats and the area is not being maintained. It is not possible to determine area that will be used for this purpose.

Landscape Refurbishment or tree removal - Per request of board.

Boat Launch Repair - Reserve study balance is based on \$160,000 deduction for boat launch repairs.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Pumps - Centrifugal

Category	110 Miscellaneous	Quantity	1 pump
		Unit Cost	\$2,600.00
		% of Replacement	100.00%
		Current Cost	\$2,600.00
Placed In Service	01/07	Future Cost	\$3,328.22
Useful Life	10		
Adjustment	+5	Assigned Reserves at FYB	\$2,600.00
Remaining Life	0	Monthly Member Contribution	\$11.01
Replacement Year	2022	Monthly Interest Contribution	\$0.07
		Total Monthly Contribution	\$11.08

Comments:

Water fall was not operating at time of visit, but is believed to be functioning properly.

Signage - Metal, Monument

Category	110 Miscellaneous	Quantity	1 allowance
		Unit Cost	\$1,200.00
		% of Replacement	100.00%
		Current Cost	\$1,200.00
Placed In Service	01/07	Future Cost	\$1,426.42
Useful Life	22		
		Assigned Reserves at FYB	\$0.00
Remaining Life	7	Monthly Member Contribution	\$7.09
Replacement Year	2029	Monthly Interest Contribution	\$0.05
		Total Monthly Contribution	\$7.14

Comments:

Paint sign as needed. This is an allowance.

Eagle Pointe Shores Homeowners Association, inc.

Component Detail

Directed Cashflow Calculation Method; Sorted by Category

Signage - Streets

Category	110 Miscellaneous	Quantity	1 total
		Unit Cost	\$2,184.00
		% of Replacement	100.00%
		Current Cost	\$2,184.00
Placed In Service	01/07	Future Cost	\$2,795.70
Useful Life	25		
		Assigned Reserves at FYB	\$0.00
Remaining Life	10	Monthly Member Contribution	\$9.25
Replacement Year	2032	Monthly Interest Contribution	\$0.06
		Total Monthly Contribution	\$9.31

Comments:

8 street signs, wood post	@	\$273.00	=	\$2,184.00
		TOTAL	=	\$2,184.00

DRAFT

Eagle Pointe Shores Homeowners Association, inc.

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Number of components included in this reserve analysis is 24.



The shelters are not being maintained.



The shelters are not being maintained.



Significant organic growth.



Extensive damage found along Talon Ridge Ct.



Extensive damage found along Talon Ridge Ct.



Stone will need to be cleaned.

The Association of Professional Reserve Analysts

STANDARDS OF PRACTICE

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Part I. Definitions and Scope

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Introduction

These Standards of Practice provide guidelines for the Association of Professional *Reserve Analysts* and define certain terms relating to Reserve Studies. It is the intention of these Standards to be viewed as a minimum standard and not as a limitation on the opinion, recommendations, or practice of the individual *Reserve Analyst*. Italicized words in these Standards are defined in Part V, Glossary of Terms.

Part I. Definitions and Scope

- A. A *Reserve Study* is a budgeting tool intended to aid the directors of Community Associations or other entities responsible for maintaining residential property, retail property, special districts or any other physical plant/property for the future repair, replacement, and restoration of major components of the common areas during the *Economic Life* of a property.
- B. A *Reserve Study* is a collaboration between the client and *Reserve Analyst* that brings together the client's unique firsthand knowledge with the Analyst's professional expertise.
- C. A *Reserve Study* is comprised of two parts:
 - 1) ***Physical Analysis***: Information about the physical condition and repair/replacement cost of the property *Components* the client is obligated to maintain. The *Physical Analysis* comprises the *Component Inventory* and the *Component Assessment and Valuation*. The *Component Inventory* should be relatively "stable" over time while the results of the *Component Assessment and Valuation* will change over time.

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- 2) **Financial Analysis:** The evaluation and analysis of the client's reserve income and expenditures. The *Financial Analysis* opines on the *Funding Plan*, which recommends an appropriate reserve contribution, and the current *Reserve Fund* status measured as *Percent Funded* or cash balance.
- D. A *Reserve Study Site Visit* is performed to determine the *Component Inventory* and the *Component Assessment and Valuation* subject to the limitations, exceptions, and exclusions outlined in Part III.
 - E. There are three standard Levels of Service
 - I. *Full Study*
 - II. *Update with Site Visit Study*
 - III. *Update without Site Visit Study*

Part II. Standards of Practice

SECTION 1 – *Physical Analysis*

- A. Information within the *Physical Analysis* Section comes from either a *Site Visit* or a previous *Reserve Study* and from any research with the client, client's representatives, vendors, or other sources.
- B. In general, construction defects, acts of God, environmental hazards, future code changes, and unpredictable events shall not be considered. The *Reserve Analyst* will assume that the *Reserve Components* have been properly built and installed. The *Reserve Analyst* shall at minimum consider all major components that have a predictable remaining useful life of 30 years or less except when specifically contracted for or dictated otherwise by applicable statute.
- C. A *Physical Analysis* is not intended to be exhaustive in nature and may include representative sampling.
- D. The purpose of a *Physical Analysis* is to estimate the general condition of systems and components and their repair, replacement, or restoration needs beyond that which can be performed as an operating expense.
- E. The condition assessment of like systems or components may be evaluated and funded for as a group. Individual failures within these groups need not be separately accounted for.
- F. *In general a Reserve Component* is a physical asset that is:
 - 1) *Association* responsibility
 - 2) With limited *Useful Life* expectancy
 - 3) Predictable *Remaining Useful Life* expectancy
 - 4) Above a minimum threshold cost

5) Or where required by applicable statutes

SECTION 2 – *Financial Analysis*

- A. The *Financial Analysis* is a function of the expenditures outlined in the *Physical Analysis* and the current financial condition of the *Association*.
- B. The *Financial Analysis* portion of a *Reserve Study* shows the current status of the *Reserve Fund* measured as *Percent Funded*.
- C. *Percent Funded* shall be the percentage of the actual or estimated cash balance versus the *Fully Funded Balance*.

D. The *Fully Funded Balance* (FFB) shall be calculated by either of the following two equations:

$$FFB = \left(\frac{\text{Current Cost} * \text{Effective Age}}{\text{Useful Life}} \right)$$

$$FFB = \left(\frac{\text{Current Cost} * \text{Effective Age}}{\text{Useful Life}} \right) * (1 + (1 + \text{Interest Rate})^{-BUL} - (1 + \text{Inflation Rate})^{-BUL})$$

- E. The *Financial Analysis* portion of a *Reserve Study* recommends a *Funding Plan* based on the current fund status (measured as *Percent Funded* or cash balance) and the future financial needs of the projects within the *Component* list.
- F. The *Funding Plan* shall be prepared using either the *Cash Flow Method* or *Component Method* and shall recommend a periodic Reserve Contribution.
- G. The *Funding Plan* shall have one of the four following *Funding Goals*: Full Funding (*Fully Funded*), *Threshold Funding*, *Statutory Funding*, or *Baseline Funding*.
- H. In general any *Funding Plan* shall meet the following Funding Principles: Sufficient funds when required, stable contribution rate over the years, evenly distributed contributions over the years, and fiscally responsible.
- I. The *Funding Plan* shall include a reasonable and fiscally responsible provision for inflation and interest. A general description of the method for which inflation and interest are calculated as well as the rates used shall be included in the report.
- J. Future costs estimates are based on the current costs and the inflation provision.
- K. *Financial Analysis* shall include a 30-year summary of the *Funding Plan*.

Part III. Limitations, Exceptions, and Exclusions

SECTION 1 – *Site Visit*.

The following are typically excluded from the *Site Visit*. Items excluded from the *Site Visit* are not necessarily excluded from the *Physical Analysis* or *Financial Analysis*.

- A. Systems or components of a building, or portions thereof, which are not *Readily Accessible*, or are excluded due to circumstances beyond the control of the *Reserve Analyst* or which the Client has agreed or specified to be excluded.
- B. Systems or components, or portions thereof, which are under ground, under water, or where the *Inspector* must come into contact with water.
- C. Determining compliance with manufacturers' installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, covenants, or other restrictions.
- D. Structural, architectural, forensic, geological, environmental, hydrological, land surveying, or soils-related examinations.
- E. Acoustical or other nuisance characteristics of any system or component of a building, complex, adjoining property, or neighborhood.
- F. Conditions related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substance, or the damage or health risks arising there from.
- G. Risks associated with events or conditions of nature including, but not limited to; geological, seismic, wildfire, and flood.
- H. Water testing any building, system, or component or determine leakage in shower pans, pools, spas, or any body of water.
- I. Differentiating between original construction or subsequent additions or modifications.
- J. Fire extinguishing and suppression systems and components or determining fire resistive qualities of materials or assemblies.
- K. Elevators, lifts, and dumbwaiters.
- L. Lighting pilot lights or activating or operating any system, component, or appliance that is shut down, unsafe to operate, or does not respond to normal user controls.
- M. Operating shutoff valves or shutting down any system or component.
- N. Dismantling any system, structure, or component or removing access panels.

Note:

The *Reserve Analysts* may, at his or her discretion:

- 1) Include in the *Site Visit* any building, system, component, appliance, or improvement not included or otherwise excluded by these Standards of Practice. Any such inclusion to the *Site Visit* shall comply with all other provisions of these Standards.
- 2) Include photographs in the written report or take photographs for *Inspector's* reference without inclusion in the written report. Photographs may not be used in lieu of written documentation.

Components excluded for the *Site Visit* may be included in the *Physical Analysis*, in part or in whole, if they meet the necessary qualifications to be a *Reserve Component* as outlined in Part II Section 1.F at the discretion of the *Reserve Analyst*.

SECTION 2 – *Physical Analysis*.

The following are typically excluded from the *Physical Analysis*:

- A. Specifying repairs/replacement procedures or estimating cost to correct.
- B. Systems or components that typically experience an *Extended Useful Life*.
- C. Systems or components that do not have a predictable *Remaining Useful Life*.
- D. Systems or components that the client has advised the *Reserve Analyst* to omit from the *Reserve Study*.
- E. Systems or components provided for in whole under a maintenance contract.
- F. Systems or components provided for in whole within another part of the budget.
- G. Leased systems or components.
- H. Services of a legal nature including legal interpretations or opinions of any documents, maps, etc.

SECTION 3 – *Financial Analysis*

The following are typically excluded from the *Financial Analysis*:

- A. Expected rates of return on investments significantly beyond that of current savings rates.
- B. Expected settlements or monies owed or to be transferred to reserves, before the final amount has been set and approved by the board.
- C. Limitations to increases of the reserve contribution or assessments from Governing Documents.

- D. Investment strategies or financial planning advice beyond that of the recommended reserve contribution.
- E. Auditing or other accounting services, *Reserve Analyst* shall assume financial information provided by the client or client's representative is accurate.

IV. Reserve Study Report Contents

A *Reserve Study* shall conform to the *Reserve Study* Contents Checklist found within the APRA Application for Membership and Professional Reserve Analyst (PRA) Designation. In addition to these requirements, the *Reserve Study* shall disclose any deferral or exclusion that has a material impact to the results of the study.

V. Glossary of Terms

*Note: All definitions apply to derivatives of these terms when italicized in the text.

1. *Association*: For the purposes of this document "*Association*" shall encompass Community *Associations*, schools, commercial buildings, mutual utility properties, worship facilities, and any other entity interested in the long range planning for the maintenance and replacement of the major components.
2. *Cash Flow Method* - A method of calculating Reserve contributions where contributions to the Reserve Fund are designed to offset the variable annual expenditures from the Reserve Fund. Different *Reserve Funding Plans* are tested against the anticipated schedule of Reserve expenses until the desired Funding Goal is achieved.
3. *Component* – or *Reserve Component*. An individual line item in the *Reserve Study* developed or updated in the *Physical Analysis*. These elements form the building blocks of the *Reserve Study*. *Components* typically are: 1) *Association* responsibility, 2) with limited *Useful Life* expectancies, 3) predictable *Remaining Useful Life* expectancies, 4) above a minimum threshold cost, and 5) as required by applicable statutes.
4. *Component Assessment and Valuation* - The task of estimating *Useful Life*, *Remaining Useful Life*, and Repair or Replacement Costs for the *Reserve Components*. This task is accomplished either with or without onsite visual observations, based on Level of Service selected by the client.
5. *Component Inventory* - The task of selecting and quantifying *Reserve Components*. This task is accomplished through any of the following: onsite visual observations, review of *Association* design and organizational documents, review of a previous *Reserve Study*, review of established *Association* precedents.
6. *Component Method* - A method of calculating Reserve contributions where the total reserve contribution is based on the sum of contributions for individual *Components*.
7. *Current Cost* – A component's current replacement cost as of the date of the financial analysis. Current cost may be less or greater than the total replacement cost depending on the defined replacement scope.
8. *Deficit* - An actual (or projected) *Reserve Balance* less than the *Fully Funded Balance*. The opposite would be a *Surplus*.
9. *Economic Life* – the portion of the total life of a property up until the infrastructure is no longer economically viable to maintain and a significant reinvestment, rebuilding, or renovation is necessary.
10. *Effective Age* - The difference between *Useful Life* and *Remaining Useful Life*. Not always equivalent to chronological age, since some *Components* age irregularly. Used primarily in computation.
11. *Extended Useful Life* – Systems or *Components* generally designed to last the life of the community or

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for which the replacement cost would be economically impractical. Items generally excluded in this category include utility systems, building infrastructure, permanent structures, asphalt streets, swimming pools, tennis courts, etc.

12. *Financial Analysis* - The portion of a *Reserve Study* where current status of the Reserves (measured as cash or *Percent Funded*) and a recommended Reserve contribution rate (*Reserve Funding Plan*) are derived. The *Financial Analysis* is one of the two parts of a *Reserve Study*.

13. *Full Study* – Complete qualitative and quantitative study, includes site visit.

14. *Fully Funded* - 100% Funded. When the actual (or projected) *Reserve Balance* is equal to the *Fully Funded Balance*.

15. *Fully Funded Balance (FFB)* - Total Accrued Depreciation. An indicator against which Actual (or projected) *Reserve Balance* can be compared. In essence, it is the *Reserve Balance* that is proportional to the current Repair/replacement cost and the fraction of life “used up”. This number is calculated for each *Component*, then summed together for an *Association* total. Two formulae can be utilized, depending on the provider’s sensitivity to interest and inflation effects. Note: both yield identical results when interest and inflation are equivalent.

16. *Funding Goals* - Independent of *Methodology* utilized, the following represent the basic categories of *Funding Plan* goals.

16.1. *Baseline Funding* - Establishing a *Reserve Funding* goal of keeping the Reserve cash balance above zero.

16.2. *Fully Funded* - Setting a *Reserve Funding* goal of attaining and maintaining Reserves at or near 100% funded.

16.3. *Statutory Funding* - Establishing a *Reserve Funding Goal* of setting aside the specific minimum amount of funds required by applicable statutes.

16.4. *Threshold Funding* - Establishing a *Reserve Funding* goal of keeping the *Reserve Balance* above a specified dollar or *Percent Funded* amount. Depending on the threshold this may be more or less conservative than “*Fully Funded*”.

17. *Funding Plan* - An *Association*’s plan to provide income to a *Reserve Fund* to offset anticipated expenditures from that fund.

18. *Inflated Expenditures* - The combined annual expenditures for a given year inflated to reflect their estimated future replacement cost.

19. *Inflationary Multiplier* - The number multiplies by the annual expenditures to estimate the future replacement cost. If inflation was currently projected at 3%, the initial year multiplier would be 1.00, Next Year 1.03, Next year 1.061, etc.

20. *Methodology* - A statement which addresses the procedures and methods used to prepare a *Reserve Study*

21. *Minimum Balance* - A minimum *Reserve Balance* established by the client or recommended within the *Financial Analysis*.

22. *Percent Funded* - The ratio, at a particular point of time (typically the beginning of the Fiscal Year), of the actual (or projected) *Reserve Balance* to the *Fully Funded Balance*, expressed as a percentage.

23. *Physical Analysis* - The portion of the *Reserve Study* where the *Component Inventory* and *Component Assessment and Valuation* adjustment tasks are performed. This represents one of the two parts of the *Reserve Study*.

24. *Quantity* - The total *Quantity* of each *Component*.

25. *Readily Accessible* - Can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may harm or endanger persons or property.

26. *Remaining Useful Life (RUL)* - Also referred to as *Remaining Life (RL)*. The estimated time, in years, that a *Reserve Component* can be expected to continue to serve its intended function. Replacements anticipated to occur in the initial or base year have “zero” *Remaining Useful Life*.

27. *Reserve Analyst* – A person who prepares Reserve Studies.

28. *Reserve Assessment* - The portion of assessments contributed to the *Reserve Fund*.

29. *Reserve Balance* - Actual or projected funds as of a particular point in time that the *Association* has

identified for use to defray the future repair or replacement of those major *components* which the *Association* is obligated to maintain. Also known as Reserves, Reserve Accounts, Cash Reserves.

30. *Reserve Component* – see *Component*.

31. *Reserve Fund* – Those funds set aside for the future repair, replacement, or restoration of the *Reserve Components*.

32. *Reserve Study* - A budgeting tool which identified the current status of the *Reserve Fund* and a stable and equitable *Funding Plan* to offset the anticipated future “major common area expenditures”. The *Reserve Study* consists of two parts: the *Physical Analysis* and the *Financial Analysis*.

33. *Site Visit* – A visit to the common areas of the *Association* for the purposes of determining the *Component Inventory* and the *Component Assessment and Valuation*.

34. *Special Assessment* - An assessment levied on the members of an *Association* in addition to regular assessments. *Special Assessments* are often regulated by Governing Documents or applicable statutes.

35. *Straight Line* - A formula used to calculate the annual *Reserve Fund* contribution for a specific *Component*. Projected replacement cost divided by the *Useful Life* equals the annual payment.

36. *Surplus* - An actual (or projected) *Reserve Balance* greater than the *Fully Funded Balance*. See “*Deficit*”.

37. *Unit Cost* - The cost of a *Component*. The *Unit Cost* is multiplied by the *Component’s Quantity* to obtain the total estimated replacement cost for the *Component*.

38. *Unit of Measure* - Refers to the method of measurement applied to a particular *Component*. The following are examples:

38.1. *Square Feet*

38.2. *Lineal Feet* or *Linear Feet*

38.3. *Each*

38.4. *Square Yards*

38.5. *Lump Sum*

38.6. *Squares*

39. *Update with Site Visit* - Qualitative only update and review study, includes site visit.

40. *Update without Site Visit* – Financial only update study, does not include site visit.

41. *Useful Life (UL)* - *Total Useful Life* or *Depreciable Life*. The estimated time, in years, that a *Reserve Component* can be expected to serve its intended function in its present application or installation.

***Appendix 13/Litigation**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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***Appendix 14/Insurance Dec Page**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 001398 3125 M-07-089A-FB03 F V
SUNSET BAY HOMEOWNERS
ASSOCIATION
3720 OLD FOREST RD
LYNCHBURG VA 24501-6904

RECEIVED JUN 12 2023

RENEWAL DECLARATIONS

Policy Number	96-BW-Q240-1	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 26 2023	JUL 26 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
DIANNE WALLER
PO BOX 599
ALTAVISTA VA 24517-0599

PHONE: (434) 608-1288
(434) 608-1289



0108-ST-1-1001

Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 1,170.00

Discounts Applied:
Renewal Year
Claim Record

Prepared
MAY 30 2023
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
 Policy Number 96-BW-Q240-1

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	1 SUNSET BAY RD GRETNA VA 24557	No Coverage	No Coverage

AUXILIARY STRUCTURES

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	ENTRANCE SIGN	\$ 29,100	See Prop Sch
001B	Fence, walls, etc.	\$ 19,800	See Prop Sch
001C	BOAT DOCK	\$ 74,000	See Prop Sch

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 205.9

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Continued on Next Page



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number 96-BW-Q240-1



0208-1-1-1000

SECTION I - DEDUCTIBLES

Basic Deductible	\$1,000		
Special Deductibles:			
Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number 96-BW-Q240-1

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

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MAY 30 2023
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number 96-BW-Q240-1



0308-ST-1-1001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$75,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number **96-BW-Q240-1**

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4246.2	Amendatory Endorsement
CMP-4648	Fire Department Service Charge
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4508	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4561.1	Policy Endorsement
CMP-4872	Directors & Officers Liability
CMP-4543	AI Design Person Org
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4543
Loan Number: N/A

BROWNSTONE PROPERTIES INC
3720 OLD FOREST RD
LYNCHBURG VA 245016904

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number 96-BW-Q240-1



This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael J. Lipson
President

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy. Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy. Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date. If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent. Please keep this with your policy.

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SUNSET BAY HOMEOWNERS
Policy Number 96-BW-Q240-1

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-07-089A-FB03 F V

SUNSET BAY HOMEOWNERS
ASSOCIATION
3720 OLD FOREST RD
LYNCHBURG VA 24501-6904



INLAND MARINE ATTACHING DECLARATIONS

Policy Number	96-BW-Q240-1	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 26 2023	JUL 26 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

0508-ST-1-1001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Prop
FE-8742.2	Amendatory Endorsement

See Reverse for Schedule Page with Limits

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MAY 30 2023
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 \$ 10,000	\$ 500	Included Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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FD-6007

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530-686 a.2 05-31-2011 (o1f3233c)



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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1000-1-1-1000

IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
 - Informational materials;
 - Toll-free help line;
 - Credit report monitoring; and
 - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447.1 (C)

553-1405 VA.5

Important Information Regarding Your Policy

Flood Coverage Is Excluded

Please note that this Virginia property insurance policy excludes coverage for damage due to flood, surface water, waves, tidal water, or any other overflow of a body of water. Information regarding flood insurance is available from State Farm®, your State Farm agent, or the National Flood Insurance Program. Contents coverage may be available with the flood policy for an additional premium.

553-1405 VA.5 (C)

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Important Information To Policyholders

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at:

State Farm Insurance Companies
P.O. BOX 2320 BLOOMINGTON, IL 61702-2320
Telephone: 800-STATEFARM (800-782-8332)

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at:

Property and Casualty Division
Bureau of Insurance
Post Office Box 1157
Richmond, VA 23218
In-state toll free number: (800) 552-7945
Out-of-state number: (804) 371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

553-3461 VA.4 (C)

553-0394 VA.3

IMPORTANT NOTICE . . .

Building Ordinance or Law Coverage is Available for Your Policy

If you have not already purchased it, we want to remind you that Building Ordinance or Law Coverage can be added to your policy for an additional premium.

This coverage provides protection when a building damaged by a covered cause of loss must be repaired or rebuilt in a more costly manner because when the building was built it did not comply with today's building codes. Coverage also applies when laws or ordinances require the demolition of damaged buildings, including undamaged portions, prior to rebuilding in compliance with current building codes.

If you are a renter or owner of a condominium unit, this coverage would apply to those portions of the building for which you are responsible, such as structural improvements or changes, or condominium loss assessments.

Please contact your State Farm® agent if you would like to add this additional coverage, or if you have any questions concerning your insurance needs.

553-0394 VA.3 (C)

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IMPORTANT NOTICE ABOUT YOUR POLICY



No Coverage For Earthquake Damage

Earthquake coverage is excluded unless purchased by endorsement.

In order to be covered for a loss caused by Earthquake, if you haven't done so already, you will need to purchase an Earthquake and Volcanic Explosion (Eruption) endorsement for an additional premium.

If you haven't done so already, please contact your State Farm® agent if you are interested in purchasing this coverage or if you have any questions about the information in this Notice.

This message is provided for informational purposes only, and does not change, modify or invalidate any of the provisions, terms or conditions of your policy and applicable endorsements.

553-3656 VA.1 (C)

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Bloomington IL 61702-2915

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Add Insured-Section II Only

AT2 001399 3125 M-07-089A-FB03 F V
BROWNSTONE PROPERTIES INC
3720 OLD FOREST RD
LYNCHBURG VA 24501-6904

Policy Number	96-BW-Q240-1	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 26 2023	JUL 26 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

Named Insured
SUNSET BAY HOMEOWNERS
ASSOCIATION



Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 1,170.00

Discounts Applied:
Renewal Year
Claim Record

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MAY 30 2023
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
 Policy Number 96-BW-Q240-1

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	1 SUNSET BAY RD GRETNA VA 24557	No Coverage	No Coverage

AUXILIARY STRUCTURES

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	ENTRANCE SIGN	\$ 29,100	See Prop Sch
001B	Fence, walls, etc.	\$ 19,800	See Prop Sch
001C	BOAT DOCK	\$ 74,000	See Prop Sch

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 205.9

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
Policy Number 96-BW-Q240-1



0205-S1--0000

SECTION I - DEDUCTIBLES

Basic Deductible	\$1,000		
Special Deductibles:			
Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
Policy Number 96-BW-Q240-1

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
Policy Number 96-BW-Q240-1

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$75,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
Policy Number 96-BW-Q240-1

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4246.2	Amendatory Endorsement
CMP-4648	Fire Department Service Charge
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4508	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4561.1	Policy Endorsement
CMP-4872	Directors & Officers Liability
CMP-4543	AI Design Person Org
FD-6007	Inland Marine Attach Dec
	* New Form Attached

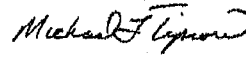
This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for BROWNSTONE PROPERTIES INC
Policy Number 96-BW-Q240-1



0405-ST--0000

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-07-089A-FB03 F V

SUNSET BAY HOMEOWNERS
ASSOCIATION

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	96-BW-Q240-1	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 26 2023	JUL 26 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		



0505-ST-0000

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

- FE-8739 Inland Marine Conditions
- FE-8743.1 Inland Marine Computer Prop
- FE-8742.2 Amendatory Endorsement

See Reverse for Schedule Page with Limits

Prepared
MAY 30 2023
FD-6007

009422

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 \$ 10,000	\$ 500	Included Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
MAY 30 2023
FD-6007

009422

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Order: 5KY6B89TB

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530-686 a.2 05-31-2011 (o1f3233c)

WESCO INSURANCE COMPANY

874 Walker Rd, Suite C
Dover, DE 19904

WORKERS' COMPENSATION
and
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Christopher H. Foy, President

To obtain information, please contact your agent or Wesco Insurance Company at **877-528-7878**. You may also write Wesco Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Workers' Compensation Claim Reporting Information

24/7 Toll Free Claim Reporting for All States



(888)239-3909



WorkersCompClaimReport@AmTrustgroup.com



www.amtrustfinancial.com

Information Required for All Claims Reported



1. Name of the insured and policy number
2. Name and contact information of injured worker
3. Date, time and place of accident
4. Description of accident or incident
5. Name, phone, and/or email of person making the report
6. Any information on the injured workers lost time

Early claim reporting is essential to a better claim outcome. Don't delay reporting if you do not have all the details.

How do I help my injured worker find a doctor?



- We offer an online physician search for all states, www.talispoint.com/amtrust/external
- For California, www.lv.talispoint.com/amtrust/campn
- For CO, GA, PA & TN, please refer to the panel provided by AmTrust via mail or email

How does my injured employee receive prescription medications related to the accident/injury?



- Refer to the claims kit for your state at www.talispoint.com/amtrust/external for a First Fill card for your injured employee to use at the pharmacy to cover the cost of approved medication.

Timely Reporting

When a work-related injury occurs, it is important to act immediately. Timely reporting of a new claim helps to provide a smooth and successful claim process for both you and your injured worker.



We're Here To Help

After your claim has been filed, we may be in touch to obtain additional information. Our goal is to offer a smooth and hassle-free experience – from your first contact to the claims conclusion. Feel free to also call us with any questions. We're here to help.



Relax And Stay Positive

You have the assurance of our knowledge, expertise, and understanding of the claim process. We're with you all the way.

877.528.7878 | www.amtrustfinancial.com

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024

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Thank you for placing your Workers' Compensation Coverage with AmTrust. For your convenience, we now offer electronic versions of our Claims Kits. Please see the instructions and FAQs below for more information.



Where's my claims kit?

All the States' Claims Kits are online for insured to download which contains all the necessary WC notices. Visit the Talispoint Direct Link at www.talispoint.com/amtrust/external/

- Click State Rules/Kits, choose corresponding state and open the PDF link to view and print.



I have an injured worker, how do I find a doctor?

We will provide completed Panel of Physicians for the 4 states that require a panel to be posted (CO, GA, PA & TN). We offer our online physician search for all other states.

There are 3 ways to access this information:

1. Visit the Talispoint Direct Link at www.talispoint.com/amtrust/external/
2. California MPN: www.talispoint.com/amtrust/campn/
3. Visit the AmTrust Financial Website at www.amtrustfinancial.com
 - Click Claims
 - Click Provider Directory or California MPN under "Find a Provider"
 - State specific laws for directing medical treatment are listed on the State Rules Tab
 - Search for physicians by Name, Address or Region



Where are my posting notices?

All states claim kits are available online, including applicable postings. There are 4 states (CO, CT, FL & MD) we cannot place online. For these states, we will mail additional posting notices to the main address on the policy.



I have a question about my claims kit, posting notice, panel or accessing the website's physician searches, who do I contact?

You may send an email to clientservices@amtrustgroup.com. Please make sure to include your policy number along with your request.



I have a question about a claim or injured worker, who do I contact?

Customer Service can direct you to the appropriate person. Please contact them at 888-239-3909.



Dear Policyholder,

In an effort to provide AmTrust customers with a variety of billing options, the below fee structure will be applied to your new policy.

This fee structure helps customers to meet payment due dates, ensures that valid and properly funded payments are submitted, and provides an incentive for paid-in-full options.

Our fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Wesco Insurance Company
A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B

INFORMATION PAGE

Ncci Code: 26135

1. Insured:

Eagle Pointe Shores HOA
c/o Brownstone Properties
3720 Old Forest Rd
Lynchburg, VA 24501

Other workplaces not shown above:

None

Producer:

Millennial Specialty Insurance, LLC
101 Crawfords Corner Road, Suite 1300
Holmdel, NJ 07733

Policy Number: WWC3715760

Individual Partnership

Corporation or Other

Federal Tax ID: 300732247

Risk Id:

Renewal of: New

2. The policy period is from 5/1/2024 to 5/1/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Virginia

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM

500

STATE ASSESSMENT

0

TOTAL ESTIMATED COST

500

Minimum Premium

500

Deposit Premium

500

Issue Date: 4/30/2024

Countersigned by: _____

Authorized Representative

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Insured: Eagle Pointe Shores HOA

Policy Number: WWC3715760

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

NAMED INSURED:

Eagle Pointe Shores HOA

Fein: 300732247

WORKPLACES:

Location Number 1.
Eagle Point Shores Dr
Pittsville, VA 24139

Insured: Eagle Pointe Shores HOA

Policy Number: WWC3715760

**EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC990001B	DECLARATIONS PAGE
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000311A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419A	PREMIUM DUE DATE ENDORSEMENT
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
VA	WC450602	VIRGINIA AMENDATORY ENDORSEMENT

Insured: Eagle Pointe Shores HOA

Policy Number: WWC3715760

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
Virginia					
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: All Other Employees	1	9015	100	1.63	<u>2</u>
Manual Premium					2
Total Manual Premium					2
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			0
Premium to Equal Increased Limits Minimum Charge		9848			120
Total Premium Subject To Experience Modification					122
Experience Modification N/A					122
Terrorism 2%		9740			0
Catastrophe 0%		9741			0
Balance to Minimum Premium		0990			178
Expense Constant		0900			200
Total VA Premium					500
Total VA Cost					500
TOTAL ESTIMATED ANNUAL PREMIUM					500
STATE ASSESSMENT					0
TOTAL COST					500

Insured: Eagle Pointe Shores HOA

Policy Number: WWC3715760

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	5/16/2024	Annual Premium Due	\$500.00
			Total Cost \$500.00

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

- 2. For care and loss of services; and
- 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
- 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- 1. Reasonable expenses incurred at our request, but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

- 1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

- 2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

- 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and

- 2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE**

A. How This Insurance Applies

- 1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
- 3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS**

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

Schedule

Employees	State of Employment	Designated Workers Compensation Law
All Board of Directors, Officers, and Appointed Committee Members while in the course and scope of duties as directed and pre-approved by the Association Board of Directors	Any state shown in item 3a of the information page	State where the injury takes place

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 5/1/2024

Policy No. WWC3715760

Endorsement No.

Insured Eagle Pointe Shores HOA

Premium \$500

Insurance Company Wesco Insurance Company

Countersigned by _____

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State	Estimated Eligible Premium			
	First	Next	Next	
	\$5,000	\$100,000	\$500,000	Balance
Virginia	0%	9.5%	11.9%	12.4%

2. Average Percentage Discount: 0%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Part Five-Premium Amendatory Endorsement

This endorsement amends Part Five-Premium of the policy as follows:

Part Five-Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

- 1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
- 2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
- 3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
- 4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five-Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act Of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- c. States missions or certain air carriers or vessels.
The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- d. States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
VA	0.02	\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

States(s)	Estimated Annual Premium Amount	Maximum Audit Noncompliance Charge Multiplier
VA	\$122	2X

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	5/1/2024	Policy No.	WWC3715760	Endorsement No.	0
Insured	Eagle Pointe Shores HOA			Premium \$	500
Insurance Company	Wesco Insurance Company				

Countersigned by _____

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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VIRGINIA AMENDATORY ENDORSEMENT

This endorsement applies only to the Virginia insurance provided by the policy because Virginia is shown in Item 3.A. of the Information Page.

For Virginia insurance, Part Six D. (Conditions—Cancellation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancellation, including the date of and reasons for the cancellation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancellation. We will provide the Workers Compensation Commission with immediate notice of such cancellation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancellation by you or us, you must provide 30 days written notice of the cancellation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/1/2024	Policy No. WWC3715760	Endorsement No.
Insured	Eagle Pointe Shores HOA		Premium \$500
Insurance Company	Wesco Insurance Company	Countersigned by	_____

***Appendix 17/Board Meeting Minutes**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
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Eagle Pointe Shores HOA meeting 11-14/2023 @ 4pm

Attendees:

Lyle Firnhaber	President	
Gina Schimming	Vice President	
Rob Johnson	Secretary	
Jason Lopez	Treasurer	
Brenda Cuthbertson	Board Member	
Jerry Denny	Guest	
Bob Kees	Guest	lot 45 & 46
Sarah Rico	Guest	lot 140
Ronale Johnson	Guest	lot 43
Justin Vista	Guest	lot 122
Lynn	Guest	lot 73

Quorum Met

Motion to approve August 29 meeting minutes:

Gina Schimming made a motion to approve meeting minutes from August 29, 2023. Rob Johnson 2nd the motion. The board voted to approve.

Budget

Marsha Bryant of Brownstone Properties went over several options for the draft budget with the assistance of Jason Lopez our Treasurer. Gina Schimming expressed concerns that the current Reserve Study that is being used in conjunction with the draft budget will require an increase of HOA fees. The Reserve Study consists of amenities that are not accurately priced or necessary for a community not fully developed. Gina Schimming stated that she would like to have another study done in 2024. Gina Schimming made a motion to approve our 2024 budget with zero % increase in our annual HOA assessment (dues). Lyle

Firnhaber 2nd the motion. Brenda Cuthbertson voted to approve the proposed budget. Jason Lopez and Rob Johnson voted against the motion. The yes votes carried the motion. The 2024 budget was approved with zero% increase in HOA assessment dues for 2024.

Architectural Review

Topic: Jerry Denny solar panel request

A letter was sent out to all lot owners adjoining and across from Jerry Denny's proposed solar panel location asking for feedback positive or negative. Only one response was received, and it was positive. Since we do not have a separate architectural board, the regular board votes on these types of requests. Lyle Firnhaber made a motion to accept the solar panels but change the location from along Talon Ridge to back behind Jerry Denny's septic field which would include the approval of removing more trees for this construction. Brenda Cuthbertson 2nd the motion. The board unanimously approved the motion. Jerry Denney interrupted upset by the request to relocate said solar panels and falsely accused a Board Member that their vote was influenced by a past incident that occurred years ago. Rob Johnson quickly stopped this from escalating. Questions from those in attendance were brought up with concerns that solar panels were not allowed. The Board assured and clarified that solar panels are accepted within the community as long as the panels are "unobtrusive".

Lawn Maintenance

Lyle Firnhaber secured a new long term contract with our lawn maintenance person. Lyle Firnhaber made a motion to accept the new contract as submitted. Brenda Cuthbertson 2nd the motion. Gina Schimming and Rob Johnson voted to approve the motion with the exception that the contractor needs to properly weed the mulch beds as this was not done per the contract this summer. Jason Lopez voted against the motion. The motion carried as approved.

Gate Codes

The gate codes have been updated.

Past Due Accounts

Board will discuss on a separate call.

Non-Board Member Comment:

Jerry Denny notified the board that tree limbs were protruding out into Talon Ridge blocking his view of the road. Lyle Firnhaber stated that he would take care of the limb issue.

Lot 104 owner needs to have his lot cut/maintained/bush hogged.

Small discussion on road repairs.

Annual Meeting December 5th, 2023 @ 4pm

Brenda Cuthbertson to be officially voted in as a board member. Two new board members are up for vote.

Next Regular Board Meeting TBD

Example: In Person at Tuscan Grill in Altavista and via Zoom

EAGLE POINTE SHORES HOA
Board Meeting Agenda for August 29, 2023

Call to order

-Attendance

Board Members Present – Gina Schimming, Lyle Firnhaber, Brenda Cuthbertson, Rob Johnson

Managing Agent Present – Marsha Bryant

Owners Present – Jerry Denny, John Ellington, Rebekah McManus

-Greeting: Gina Schimming, Vice President

-Review and approval of 6/6/23 meeting minutes – Motion made to approve by Gina Schimming, seconded by Lyle Firnhaber, approved by the board

-Financial report – review and update from Brownstone (Marsha Bryant)

For the month ending 7/31/2023

<i>Operating Acct.</i>	<i>\$69,591.67</i>
<i>Reserve Acct.</i>	<i>\$291,898.05</i>
<i>CD renewed July 2023 4.9%</i>	<i>\$100,817.01</i>

- Review of Draft 2024 Budget – for approval at the October 2023 meeting

The draft budget has been sent to the board for review. The board is to get any projects for 2023 to Marsha as soon as possible. Marsha and Jason will get together to work on the final version of the DRAFT budget.

-Architectural Review

Lot 160 – Received by Mail – Gina motioned to approve with conditions that John bring back other options for the color to include more browns, Lyle seconded, and approved by the board.

Lot 165 – Received by Mail – The board has concerns about the location of the solar panels being too close to the road. Gina made a motion to defer the vote until the next meeting with the following conditions, Lyle seconded the motion, and the board approved the motion to defer.

Jerry Denny is to mail a letter to all owners on his street, Talon Ridge, to ensure no one has objections about the location of the solar panels.

Jerry Denny is also to present the board with schematics of landscaping to hide the solar panels at the next meeting.

Jerry Denny stated that he understands that the final answer will not be given until after we hear back from owners and has waived the 45-day Board Response Rule.

EAGLE POINTE SHORES HOA
Board Meeting Agenda for August 29, 2023

Order of business

-Gate Access camera update (Gina) – Gate Access cameras have been purchased and activated. The poles need to be installed so that the cameras can be mounted. Lyle stated that this would be completed by the end of the weekend.

-Lawn care/maintenance (Rob/Lyle) – Landscaping is moving on schedule and on budget. There was a concern about some trees on Tallon Ridge that Lyle will speak with Mike, Lightscares, about.

-EPS HOA CD update (Marsha) –The CD was renewed at Select Bank and will be earning 4.91% interest for the next 12 months.

-Discuss HOA past due accounts – Lyle stated that Marsha, Lyle, and Jason were to speak with the Lawyer to place pressure on the delinquent accounts for payment.

-Real estate news (Marsha, Lyle)

Lot 113 sold at Auction

Lots 122, 104, 87, and 171 are pending

-Confirm the date of the next meeting

11/14/2023 at 4pm – The regular board meeting will start at 4pm directly followed by the Annual Meeting.

-Adjournment

***Appendix 18/Association Meeting Minutes**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
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EPS HOA Annual Meeting 12-5-2023 @ 4pm

Attendees:

Brenda Cuthbertson	Lot 108
Jerry Denney	Lots 148, 165
Yi-ben Doo	Lot 008
Mike Figler	Lot 035
Lyle Firnhaber	Lot 051
Carl Garland	Lot 064
Kevin Hoefner	Lot 104
Greg Hill	Lot 128
Robert Johnson	Lots 043, 044
Robert Kees	Lots 045, 046
Jason Lopez	Lot 002
Rebekah McManus	Lots 085, 170
Kenneth Nelson	Lot 006
Anthony Rico	Lot 140
Gina Schimming	Lot 041
Jaswant Singh	Lots 142, 196
W. Macklin Smith	Lot 055
Neal Zipser	Lot 015
Mark Mondro	Lot 122
Suzanne Furtado	

Quorum Met: 24 votes

Lyle Firnhaber states official quorum has been met.

Meeting Minutes from November 21, 2022

Rob Johnson made motion to accept the meeting minutes as written for November 21, 2022. Lyle Firnhaber 2nd the motion. All members voted and approved the minutes.

Non Board Member Comments:

Jerry Denney expressed his concern about the quality of work done on our new revitalized boat ramp and expressed that the Board review the ramp again in relation to warranty as the ramp is leaning and has buildup of silt/gravel at the bottom of the ramp. Jerry Denney stated he recently took photos when the lake was low. Gina Schimming requested said photos for review. Jerry Denney stated he will forward and requested photos be added to the website. Jerry Denney also stated he intends to file a complaint to the with the Virginia Common Interest Community Board (CICB) accusing the Board of mishandling the sale of the HOA parcel A consisting of 21 acres and illegally holding Board meetings.

No other owner comments were submitted.

Board Member Seats:

Lyle Firnhaber made a motion to renew Gina Schimming's term as Board member. Brenda Cuthbertson 2nd the motion. Ownership voted and approved the motion.

Brenda Cuthbertson made a motion to accept Mike Figler and Susan Furtado as new board members. Lyle Firnhaber 2nd the motion. Ownership voted and approved the motion.

Financial Overview:

Marsha Bryant of Brownstone Properties covered our operating budget and 2024 budget which was already voted on and approved by the board. This includes the topic of zero % increase in assessment dues for 2024.

Questions and Topics raised for the next regular board meeting:

Brenda Cuthbertson asked the question: Is a new reserve study that is more accurate proposed for 2024. Lyle Firnhaber stated that additional information will be provided at the next Board meeting.

Lyle Firnhaber suggested that we vote as a board to use an auction company to try and sell the two lots the HOA currently has listed for sale.

Meeting is adjourned.

Next Regular Board Meeting:

The next regular board meeting will be January 22nd. @ 5 pm via **zoom and in person at the Tuscan Grill in Altavista, Va.**

***Appendix 30/Annual Registration**

EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Order: 5KY6B89TB
Address: Greenberry Drive 114
Order Date: 07-18-2024
Document not for resale
HomeWiseDocs

Reset Form

Print Form

Commonwealth of Virginia
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1485
(804) 367-8510
www.dpor.virginia.gov



Common Interest Community Board
COMMON INTEREST COMMUNITY ASSOCIATION ANNUAL REPORT FORM

A check or money order payable to the TREASURER OF VIRGINIA,
or a completed credit card insert must be mailed with your application package.
APPLICATION FEES ARE NOT REFUNDABLE.

Table with 3 columns: Number of Units/Lots, X, Fee. Rows include 1-50 (\$30), 51-100 (\$50), 101-200 (\$80), 201-500 (\$115), 501-1000 (\$130), 1001-5000 (\$150), 5001+ (\$170), and TOTAL FEES (\$80).

1. Enter the Association's Common Interest Community Board Registration No. 0 5 5 0 0 0 5 9 7 4

2. Full Name of Association Eagle Pointe Shores HOA, Inc.

3. Name of Subdivision/Community (if different from #2)

4. Association's Federal Tax Identification Number (EIN) 54 - 1800292
Number used when filing taxes or banking.
Federal Employer Identification Number (12-3456789)

5. Name of Contact Person (to receive Board correspondence on behalf of the association) Marsha Bryant

6. Contact Person's Mailing Address 3720 Old Forest Road
Lynchburg VA 24501
City State Zip Code

7. Contact Numbers 434-771-6014 434-385-1026
Primary Telephone Alternate Telephone Fax

8. Contact Person's Email Address mbryant@brownstoneproperties.com
The name and mailing address of the Contact Person will appear on the certificate of filing issued by the Board.

Association Information

9. Type of Association: Property Owners' [X] Condominium Unit Owners' [] Proprietary Lessees' (Cooperative) []

10. Is the Association incorporated? No [] Yes [X] If yes, enter the State Corporation Commission No. 0645907-7

11. Total Number of Units/Lots 145 Zip Code of Association 24139

12. Is the Association under Declarant Control?
No [X] If no, year association transferred to owners. 11/16
Yes []

Table with 7 columns: OFFICE USE ONLY, DATE, FEE, TRANS CODE, ENTITY#, FILE #/LICENSE #, ISSUE DATE. Values: 2020, 0550.

13. Website Address of Association (if available) https://www.eaglepointeshoreshoa.com/

14. Indicate how the community association is managed.

Self-managed (i.e., resident, volunteer, etc.)

Managed by an employee of the association

Under contract with a common interest community manager If under contract, provide the following information:

Name of Management Company Brownstone Properties, Inc.

Common Interest Community Manager License Number

0	5	0	1	0	0	0	1	0	6
---	---	---	---	---	---	---	---	---	---

Website Address of Management Company (if available) www.brownstoneproperties.com

15. In accordance with § 54.1-2354.4(A) of the *Code of Virginia* and the Common Interest Community Ombudsman Regulations 18 VAC 48-70-30 and 18 VAC 48-70-40, do you certify on behalf of the association that an association complaint procedure has been established?

Yes

No

16. I, the undersigned representative or authorized agent for the association, certify that the foregoing statements and answers are true and I have not suppressed any information that might affect the Board's decision to accept this annual report. I certify that I have read, understood and complied with all the laws of Virginia under the applicable provisions of Title 54.1, Chapter 23.3, and Title 55.1, Chapter 18, Chapter 19, and Chapter 21 of the *Code of Virginia* and all related Virginia Common Interest Community Board Regulations.

Signature of Representative Marsha Bryant, Association Manager

Printed Name of Representative Marsha Bryant

Representative's Title Association Manager Date 12/22/2023

MEMBERS OF CURRENT BOARD OF DIRECTORS & OFFICERS

(If more space is needed, attach additional sheets of paper with the certificate number)

Associations shall notify the Board office, in writing, within 30 days of any change of address, change of members of the governing board and any other changes in the information that was reported on the association's previous annual report filing.

Name	Title	Address
Lyle Firnhaber	President	755 Garrison Ridge Road, Pittsville VA 24139
Gina Schimming	Vice President	565 Garrison Ridge Road, Pittsville VA 24139
Jason Lopez	Treasurer	1758 Potomac Greens Drive, Alexandria, VA 22314
Rob Johnson	Secretary	585 Garrison Ridge Road, Pittsville, VA 24139
Brenda Cuthbertson	Board Member	840 Greenberry Dr, Pittsville, VA 24139
Mike Figler	Board Member	214 Sidney Rd, Pittstown, NJ 08867
Suzanne Furtado	Board Member	16484 Timberlake Drive, Unit 101, Ft. Meyers, FL 33908

**Common Interest Community Board
COMMON INTEREST COMMUNITY ASSOCIATION RESALE CERTIFICATE**

Section 55.1-2310 of the Resale Disclosure Act in the *Code of Virginia* requires this standard resale certificate.

The unit being purchased is in a development subject to the Virginia Condominium Act, the Virginia Property Owners' Association Act or the Virginia Real Estate Cooperative Act. Properties subject to these acts are considered "common interest communities" under the law and are governed by common interest community owners' associations ("association"). Units in common interest communities are subject to the Virginia Resale Disclosure Act that requires disclosure of information about the common interest community and its association on this resale certificate.

Under the Resale Disclosure Act, the Common Interest Community Board establishes the fees that may be charged for preparation and delivery of the resale certificate. No association may collect these fees unless the association (i) is registered with the Common Interest Community Board; (ii) is current in filing the most recent annual report and fee with the Common Interest Community Board pursuant to § 55.1-1835, § 55.1-1980, or § 55.1-2182; and (iii) provides the option to receive the resale certificate electronically.

Important Notice for Purchasers

The contract to purchase a unit in a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.

The purchaser is responsible for examining the information contained in and provided with this resale certificate. The purchaser may request an update of the resale certificate from the association.

RESALE CERTIFICATE

Name of Development: Eagle Pointe Shores Homeowners Association

Location of Development (County/City): Pitsylvania County

Association Name: EAGLE POINTE SHORES HOME OWNERS ASSOCIATION INC

Association Address: Eagle Pointe Shores Drive

Lot Address, Number, or Reference: _____

Date Prepared: 08-01-2024

The following disclosures are being made pursuant to § 55.1-2310 of the Virginia Resale Disclosure Act.

1. **Contact information:**

Contact information for the preparer of the resale certificate and any managing agent is attached. See *Appendix 1*.

2. **Governing documents and any rules and regulations:**

A copy of the association governing documents and rules and regulations are attached. See *Appendix 2*.

3. **Restraints on alienation:**

There is is not any restraint on free alienability of any of the units. See *Appendix 3*.

4. **Association assessments:**

The association levies assessments payable by the owners to the association for common expenses. See *Appendix 4*.

5. **Association fees:**

The association does does not charge fees to the owner of the unit. See *Appendix 5*.

6. **Other entity or facility assessments, fees, or charges.**

The owner is is not liable to any other entity or facility for assessments, fees, or other charges due to ownership of the unit. See *Appendix 6*.

7. **Association approved additional or special assessments:**

The association does does not have other approved additional or special assessments due and payable to the association. See *Appendix 7*.

8. Capital expenditures approved by the association:

The association does does not have approved capital expenditures for the current and succeeding fiscal years. See *Appendix 8*.

9. Reserves for capital expenditures:

The association does does not have reserves for capital expenditures. See *Appendix 9*.

The association has has not designated some portion of those reserves for a specific project(s). See *Appendix 9*.

10. Balance sheet and income and expense statement:

The association's most recent balance sheet is is not attached. See *Appendix 10*.

The association's most recent income and expense statement is is not attached. See *Appendix 10*.

11. Current operating budget of the association:

The association's current operating budget is attached. See *Appendix 11*.

12. Reserve study:

A copy of the association's current reserve study or summary of the current reserve study is attached. See *Appendix 12*.

13. Unsatisfied judgements and pending actions:

There are are not unsatisfied judgements or pending actions in which the association is a party that could have a material impact on the association, the owners, or the unit being sold. See *Appendix 13*.

14. Insurance coverage:

The association does does not provide insurance coverage for the benefit of the owners, including fidelity coverage. See *Appendix 14*.

The association does does not recommend or require that owners obtain insurance coverage. See *Appendix 14*.

15. Written notice from the association:

The association has has not given or received written notice(s) that any existing uses, occupancies, alterations or improvements in or to the unit being sold or to the limited elements assigned thereto violate a provision of the governing documents or rules and regulations. See *Appendix 15*.

16. Written notice from a governmental agency:

The Board has has not received written notice(s) from a governmental agency of a violation of environmental, health, or building code with respect to the unit being sold, the limited elements assigned thereto, or a portion of the common interest community that has not been cured. See *Appendix 16*.

17. Board meeting minutes:

A copy of any approved minutes of meetings of the Board held during the last six months is attached. See *Appendix 17*.

Not applicable. See *Appendix 17*.

18. Association meeting minutes:

A copy of any approved or draft minutes of the most recent association meeting is is not attached. See *Appendix 18*.

19. Leasehold estates:

There is is not an existing leasehold estate affecting a common area or common element in the common interest community. See *Appendix 19*.

20. Occupancy limitations:

The association does does not have any limitation(s) in the governing documents on the number or age of persons who may occupy the unit as a dwelling. See *Appendix 20*.

21. United States flag restrictions:

The association does does not have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to display the flag of the United States, including any reasonable restrictions as to size, time, place, and manner of placement or display of such flag. See *Appendix 21*.

22. Solar energy restrictions:

The association does does not have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to install or use solar energy collection devices on the owner's unit or limited element. See *Appendix 22*.

23. Sign restrictions:

The association does does not have any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property. See *Appendix 23*.

24. Parking or vehicle restrictions:

The association does does not have any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations. See *Appendix 24*.

25. Home-based business restrictions:

The association does does not have any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances. See *Appendix 25*.

26. Rental restrictions:

The association **does** **does not** have any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit. See *Appendix 26*.

27. [Real Estate Cooperatives Only] Tax deductibility statement:

A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association **is** **is not** attached. See *Appendix 27*.

28. Pending sales or encumbrances:

There **is** **is not** a pending sale(s) or encumbrance of common elements. See *Appendix 28*.

29. Secondary mortgage market agency approvals:

There **is** **is not** any known project approval(s) currently in effect issued by secondary mortgage market agencies. See *Appendix 29*.

30. Certification:

The association has filed with the Common Interest Community Board the annual report required by law.

See *Appendix 30*.

The name, address, and phone numbers of the preparer of the resale certificate and any managing agent are required to be disclosed under § 55.1-2310.A.1. of the Resale Disclosure Act.

Preparer of the resale certificate:

Name: **Marsha Bryant**

Company **Brownstone Properties, Inc.**

Mailing Address **3720 Old Forest Road**

Lynchburg VA 24501

Phone Number **434.771.6014**

Email **mbryant@brownstoneproperties.com**

Managing Agent:

Name: **Marsha Bryant**

Company **Brownstone Properties, Inc.**

CIC Manager License No. (if applicable) **0501000106**

Mailing Address **3720 Old Forest Road**

Lynchburg VA 24501

Phone Number **434.771.6014**

Email **mbryant@brownstoneproperties.com**

Not applicable. The association does not have a managing agent.

The governing documents and any rules and regulations of the association are required to be disclosed under § 55.1-2310.A.2. of the Resale Disclosure Act.

The following are attached in this Appendix:

- Association governing documents (required)
- Rules and regulations

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APPENDIX 3

A statement disclosing any restraint(s) on the alienability (e.g., transfer, sale, or lease) of the unit for which the resale certificate is being issued is required under § 55.1-2310.A.3. of the Resale Disclosure Act.

- Article/Section _____ creates a right(s) of first refusal or other restraint(s) on free alienability of the unit.
- Not applicable.

APPENDIX 4

A statement of the amount and payment schedules of assessments and any unpaid assessments currently due and payable to the association is required under § 55.1-2310.A.4. of the Resale Disclosure Act.

The association levies assessments, payable according to the following schedule:

- monthly, in the amount of \$ _____
- quarterly, in the amount of \$ _____
- periodic, **Annually**, in the amount of \$ **800.00**
Describe interval

Current assessment due: **January 1, 2024** **\$ 800.00**
Due Date

Unpaid assessments: **\$ 800.00**

The association levies an assessment in the amount of \$ _____ upon transfer of a unit.

APPENDIX 5

A statement of any other fees due and payable by the owner of the unit is required under § 55.1-2310.A.5. of the Resale Disclosure Act.

- Other fees due: _____ \$ _____
Description
- Unpaid fees: _____ \$ _____
Description
- Not applicable. There are no other fees due and payable by the owner of the unit.

APPENDIX 6

A statement of any other entity or facility to which the owner of the unit being sold may be liable for assessments, fees, or other charges due to the ownership of the unit is required under § 55.1-2310.A.6. of the Resale Disclosure Act.

Entity/Facility Name	Amount Due

Not applicable.

APPENDIX 7

A statement of the amount and payment schedule of any approved additional or special assessment and any unpaid approved additional or special assessment currently due and payable is required under § 55.1-2310.A.7. of the Resale Disclosure Act.

Additional or special assessment due: _____ \$ _____
Due Date

Unpaid additional or special assessment due: \$ _____

Not applicable.

APPENDIX 8

A statement of any capital expenditures approved by the association for the current and succeeding fiscal years is required under § 55.1-2310.A.8. of the Resale Disclosure Act.

Capital expenditures approved by the association for the current and succeeding fiscal years are:

See attached Budget & Financials

Not applicable

A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects is required under § 55.1-2310.A.9. of the Resale Disclosure Act.

Total amount of association reserves \$ _____

Amount of total reserves **designated** for specific projects (attach list or complete below):

Specific Project	Amount Designated

The amount of any reserves for specified projects is contained in Appendix 12.

Not applicable.

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The most recent balance sheet and income and expense statement, if any, of the association are required to be disclosed under § 55.1-2310.A.10. of the Resale Disclosure Act.

- The most recent balance sheet and income and expense statement for the association **are** attached.
- The most recent balance sheet and income and expense statement for the association **are not** attached.

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The current operating budget of the association is required to be disclosed under § 55.1-2310.A.11. of the Resale Disclosure Act.



The current operating budget of the association is attached.

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The current reserve study, or a summary of such study, is required to be disclosed under § 55.1-2310.A.12. of the Resale Disclosure Act.

- The current reserve study of the association **is** attached.
- A summary of the current reserve study of the association **is** attached.
- Not applicable. A reserve study **is not** yet required.

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A statement of any unsatisfied judgments against the association and the nature and status of any pending actions in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold are required under § 55.1-2310.A.13. of the Resale Disclosure Act.

There are unsatisfied judgements against the association or pending action(s) in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold. Describe below.

Not applicable.

A statement describing any insurance coverage provided by the association for the benefit of the owners, including fidelity coverage, and any other insurance coverage recommended or required to be obtained by the owners is required under § 55.1-2310.A.14. of the Resale Disclosure Act.

Insurance coverage provided by the association for the benefit of the owners, including fidelity coverage:

Description of insurance	
See attached policy	<input checked="" type="checkbox"/> Certificate of Insurance or other documentation attached. <input type="checkbox"/> See Article/Section Art. 10/10.1 - 10.3
Declaration of Cov. Cond. & Rest.	<input type="checkbox"/> Certificate of Insurance or other documentation attached. <input type="checkbox"/> See Article/Section _____
	<input type="checkbox"/> Certificate of Insurance or other documentation attached. <input type="checkbox"/> See Article/Section _____

Any other insurance coverage recommended or required to be obtained by the owners can be found in Article/Section **Full Risk Insurance** _____.

Not applicable.

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A statement as to whether the board has given or received written notice that any existing uses, occupancies, alterations, or improvements in or to the unit being sold or to the limited elements assigned thereto violate any provision of the governing documents or rules and regulations together with any copies of that notice (s) is required under § 55.1-2310.A.15. of the Resale Disclosure Act.

Written notice(s) attached.

Not applicable

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A statement as to whether the board has received written notice from a governmental agency of any violation of environmental, health, or building codes with respect to the unit being sold, the limited elements assigned thereto, or any other portion of the common interest community that has not been cured is required under § 55.1-2310.A.16. of the Resale Disclosure Act.

- Written notice(s) attached.
- Not applicable.

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A copy of any approved minutes of meetings of the board held during the last six months is required to be disclosed under § 55.1-2310.A.17. of the Resale Disclosure Act.

A copy of any approved minutes of meetings of the board held during the last six months **are** attached.

Not applicable

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A copy of any approved or draft minutes of the most recent association meeting is required to be disclosed under § 55.1-2310.A.18. of the Resale Disclosure Act.

A copy of any approved or draft minutes of the most recent association meeting **are** attached.

Not applicable

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A statement of the remaining term of any leasehold estate affecting a common area or common element, as those terms are defined in §§ 55.1-1800, 55.1-1900, and 55.1-2100 in the common interest community and the provisions governing any extension or renewal of such leasehold are required under § 55.1-2310.A.19. of the Resale Disclosure Act.

- Not applicable
- The remaining term of the leasehold estate established in the attached document(s) is _____.

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APPENDIX 20

A statement of any limitation(s) in the governing documents on the number or age of persons who may occupy a unit as a dwelling is required under § 55.1-2310.A.20. of the Resale Disclosure Act.

- Article/Section _____ of the _____ * describes any limitation(s) on the number or age of persons who may occupy the unit as a dwelling.
- Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 21

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag is required under § 55.1-2310.A.21. of the Resale Disclosure Act.

- Article/Section **Art.9/9.3.Z** of the **Declaration of Cov. Cond. & Rest.** describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag.
- Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 22

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element is required under § 55.1-2310.A.22. of the Resale Disclosure Act.

- Article/Section **Art.9/9.3.A** of the **Declaration of Cov. Cond. & Rest.** describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element.
- Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 23

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property is required under § 55.1-2310.A.23. of the Resale Disclosure Act.

Article/Section **Art. 9/9.3.X** of the **Declaration of Cov. Cond. & Rest.** describes any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property.

Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 24

A statement identifying any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations is required under § 55.1-2310.A.24. of the Resale Disclosure Act.

Article/Section _____ of the _____ * describes any parking or vehicle restriction(s), limitation(s), or prohibition(s).

Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 25

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances is required under § 55.1-2310.A.25. of the Resale Disclosure Act.

Article/Section **Art.8/8/1** of the **Declaration of Cov. Cond. & Rest.** describes any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances.

Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 26

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit is required under § 55.1-2310.A.26. of the Resale Disclosure Act.

Article/Section _____ of the _____ * describes any restriction(s), limitation(s), or prohibition(s) on the owner's ability to rent the unit.

Not applicable

** Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

REAL ESTATE COOPERATIVES ONLY

In a Real Estate Cooperative, a statement setting forth whether the cooperative association is aware of any statute, regulation, or rule applicable to the cooperative that would affect an owner's ability to deduct real estate taxes and interest paid by the cooperative association for federal income tax purposes is required under § 55.1-2310.A.27. of the Resale Disclosure Act.

A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association is attached.

Not applicable

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A statement describing any pending sale or encumbrance of a common element(s) is required under § 55.1-2310.A.28. of the Resale Disclosure Act.

- Any documents pertaining to a pending sale or encumbrance of a common element(s) **are** attached.
- Not applicable

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A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies is required under § 55.1-2310.A.29. of the Resale Disclosure Act.

The common interest community is known to be currently approved (or mortgages secured by units in the common interest community are eligible for purchase) by the secondary mortgage market agencies checked below:

Not applicable

Certification that the association has filed with the Common Interest Community Board the annual report required by law, including the filing number assigned by the Board and the expiration date of such filing are required to be disclosed under § 55.1-2310.A.30. of the Resale Disclosure Act.

Certification that the association has filed the required annual report with the Common Interest Community Board is attached. *

0550005974

Association Filing (Registration) number assigned by the CIC Board

12/2024

Filing (Registration) Expiration date

* A copy of the registration issued by the Common Interest Community Board is sufficient for the certification.

Please check out the website at <https://epsvl.communitysite.com/> - after closing register and login to get complete to the site.

Please make sure escrow instructions are requested before closing for most current information of account balance.

NOTE - Contact insurance agency directly with any questions regarding the policy.

***For accounting questions please contact our accounting office at hoasupport@brownstoneproperties.co or 434.771.6015.
For all other association information please contact Marsha Bryant, Association Manager, at mbryant@brownstoneproperties.com or 434.771.6014.***