

ADMENDED DECLARATION
OF
PROTECTIVE COVENANTS, EASEMENTS, AND RESTRICTIONS
FOR
SMITH BEACH, PHASE II, EASTVILLE, VA
SMITH BEACH BAYVIEWS

THIS AMENDMENT OF THE ORIGINAL DECLARATION OF PROTECTIVE
COVENANTS AND EASEMENTS made as of September 19, 2005 by The T. H. S. Family
Limited Partnership, a Virginia Limited Partnership, "Declarant" is made as of April __ 2010

WITNESSETH

WHEREAS, DECLARANT is the owner of the real property described in this Declaration and has created a roadway to serve the Community described herein below, which roadway will be built to standards prescribed by the Virginia Department of Transportation and is intended to be dedicated to the Commonwealth of Virginia or County of Northampton, as appropriate for acceptance in the secondary highway system; and

WHEREAS, it is DECLARANT'S intention to sell and convey or lease lots in the SMITH BEACH BAYVIEWS, and before doing so, DECLARANT intends to impose upon such lots mutual and beneficial restrictions, covenants, and easements under a plan of improvement and development for the benefit of all of the property in SMITH BEACH BAYVIEW S and the successive grantees thereof; and

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in Smith Beach, Phase II (Candy Lane – Lot 1-39), also known as SMITH BEACH BAYVIEWS and to this end, desires to subject the real property to the covenants, restrictions, and easements,

hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

NOW, THEREFORE, the DECLARANT declares that the real property shall be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the covenants, restrictions, easements, and conditions (sometimes referred to as “Protective Covenants and Easements”), hereinafter set forth, which are for the purpose of protecting the value and desirability of and shall run with the title to the real property and be binding on all parties having any right, title or interest in such property or any portions thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

a) “Common Areas” shall mean and refer to those areas of land shown on any recorded subdivision map of the Properties and designated thereon as Common Area and intended to be devoted to the common use and enjoyment of the Owners, including easements and improvements thereon, and any other additional properties not part of the subdivision or properties which is designated as a Common Area by the DECLARANT. It is contemplated that Declarant may designate the use of certain properties or amenities as Common Areas to be used in common with others, subject to other rights or incidents of ownership which may be reserved by Declarant in its sole discretion.

b) “DECLARANT” shall mean the THS Family Limited Partnership and its successors or assigns provided, however, that no successor or assignee shall have any rights or obligations of

DECLARANT hereunder unless such rights and obligations are specifically assigned by document recorded in the land records of Northampton County, Virginia, or unless such rights and obligations inure to their respective successors by operation of law.

c) "Declaration" shall mean and refer to this Declaration of Covenants and Easements and all other provisions herein set forth in this entire document, as the same may from time to time be amended.

d) "Living Unit" shall mean a building or any portion of a building in the Properties which is designed and intended for use and occupancy as a residence.

e) "Lot" shall mean any numbered plot of land shown upon any recorded Subdivision plat of the Properties with the exception of Common Areas as herein defined.

f) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities holding fee simple title to any Lot in the Properties, but shall not mean the beneficiary or trustee in a security trust or mortgage unless and until such trustee, mortgagee or beneficiary has acquired title pursuant to foreclosure or through any proceeding in lieu of foreclosure.

g) "The Properties" shall mean and refer to all lands described herein also referred to as "Smith Beach Bayviews and additions thereto, as are subject to this Declaration or any supplemental declaration hereof.

h) "Subdivisions" shall mean the real properties described in Article II herein, including Lots 1 through 39 Smith Beach/Candy Lane.

i) "Subdivision Plat" shall mean "Subdivision of SMITH BEACH PHASE II, near Eastville, Eastville District, Northampton County, Virginia" dated November 1, 2000, made by Eastern Shore Surveyors and recorded in the Northampton County Circuit Court Clerk's Office on January 25, 2002, as instrument number 020000227 in Plat Book 30 at pages 30, 31 and 32.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to this Declaration is located in Eastville District, Northampton County, Virginia, and is more particularly described as follows:

A. Lot 1-39 Candy Lane as shown on that certain plat of survey entitled "Subdivision of SMITH BEACH PHASE II, near Eastville, Eastville District, Northampton County, Virginia" dated November 1, 2000, made by Eastern Shore Surveyors and recorded in the Northampton County Circuit Court Clerk's Office on January 25, 2002, as instrument number 020000227 in Plat Book 30 at pages 30, 31 and 32.

B. Any additional real property the DECLARANT may subdivide and add to the Subdivision. Such additional property shall be added by supplementary declaration which shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms hereof for the purpose of annexing such property hereto and extending the application of the covenants, easements and restrictions to such property. The

supplementary declaration may contain additional provisions which apply to such property being annexed. All such provisions shall be consistent in quality with those contained herein. Nothing contained herein shall be construed to require Declarant to add any property to the subdivision, whether or not Declarant subdivides and/or develops any adjoining lands.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT

Subject to the provisions of Article III, Section 4, each Member shall have a right of ingress/egress and an easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. COMMON AREAS

Properties designated as Common Areas are for the ingress/egress as well as the mutual enjoyment of the property Owners of Lots within the Properties and other persons whom the DECLARANT or its successor or assigns has designated, and said rights are subject to the terms and conditions of this Declaration. The following Common Areas are hereby designated by DECLARANT:

A. Three (3) designated common areas with steps to beach shall be maintained by the Declarant, shown on the Subdivision Plat as "6' INGRESS/EGRESS EASEMENT – STEPS TO BEACH".

DECLARANT may place additional improvements on the Common Areas, but is not obligated to do so. The DECLARANT shall have the continuing right to adopt and enforce rules and regulations governing the use of such Common Areas.

B. That area located to the west of the numbered lots designated “Remaining Property of Thomas H. Smith, Common Ingress/Egress Utility Easement 6.5847 acres” on the Subdivision Plat.

C. Those areas, between certain numbered lots, designated as “6’ INGRESS/EGRESS EASEMENT (TYP.)” or “4’ INGRESS/EGRESS EASEMENT” on the Subdivision Plat.

Section 3. STATE DEDICATED ACCESS ROAD

DECLARANT shall cause to be dedicated to the Commonwealth of Virginia, or so much of that certain parcel of land thereof as is required for acceptance by the Commonwealth, shown and designated as “Candy Lane” on the plat of survey. Until accepted by the Commonwealth of Virginia as public roadways, each Lot shall have an easement in common with others over Candy Lane for purposes of ingress and egress between said Lots and existing public highways. The road will be constructed to state standards and dedicated to the Commonwealth of Virginia when such roads are eligible for acceptance under the regulations of the Virginia Department of Transportation.

ARTICLE IV
COMPLETION OF CONSTRUCTION/EXTERIOR MAINTENANCE

Section 1. DECLARANT'S RESTRICTION

a) No building, fence, wall or other structure shall be commenced, erected or maintained upon any of the Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DECLARANT.

b) **DESIGN AND CONSTRUCTION GUIDELINES**

General

These design and construction guidelines for the Candy Lane have been formulated to carry out the declarant's vision of creating a beautiful community that reflects an authentic coastal lifestyle. To this end, the declarant's and their successors and assigns have adopted a Coastal Architecture style for the buildings. This style speaks of the coastal architecture along the southern Atlantic and Gulf shores. It is architecture of coastal practicalities softened by the charm of porches, pergolas and ornate trim, and incorporates classical columns, arches and window treatments. No mobile homes shall be permitted on the property; any plans to install a custom modular or prefabricated home shall be submitted to Lessor for approval. Lessor shall review such plans on a case-by case basis, and may grant permission for such custom modular or prefabricated home, provided that the quality of such custom modular or prefabricated home is comparable to a "stick-built" home, and in Lessor's sole opinion will not be detrimental to the overall appearance of the Smith Beach community. Where materials, designs and specifications are specified, Declarant may consider and allow alternative materials, designs and specifications at its sole discretion.

C. Design Standards

These requirements shall include, but not be limited to construction standards, structure, location and site landscaping for individual lots and will be used by the Declarant and successors and/or assigns in evaluating all submissions for new construction.

1. Building Design

Buildings may be of one, two or three stories and include half-stories and towers. The first “living” level of residences shall be raised a minimum of 36” from the surrounding grade and may be accessed by exterior stairs and garages.

Multi-story buildings are to be of a “three-part” design with a defined base, middle and top. The base shall be a minimum of 36” high and span between grade and the first living level. Bases over 48” may contain “at grade” garages and utility spaces. The middle section will typically span the first and second levels and a portion of the third level. The intent of the top section is to relieve long vertical expanses of walls and to form a pleasing transition to the roofline. The top sections may be defined by balconies, porches and window treatments in lieu of solid walls. One-story structures will include a base, but the middle and top sections may be combined.

Cupolas, towers, belvederes, bays, oriels and similar architectural features are encouraged, but must be designed and detailed with a coastal setting in mind.

Designs for residential buildings will include “outdoor rooms” consisting of porches, balconies or terraces. Exterior spaces may be open or protected by insect screening, louvers, shutters, latticework or pergolas.

2. Exterior Wall Design

2.1 Materials

Wall Surfaces

Materials for exterior walls are to be easily maintained and suitable for their position within the wall hierarchy. Base section walls must emphasize solidity and appear to support the walls above. Approved materials include masonry, concrete or cement fiber panels. Concrete or concrete block masonry will be finished with a cementitious or synthetic stucco covering. Base section walls under decks and porches may be omitted and the opening covered with louvers or latticework. Middle section walls may be finished with a wood, or fiber cement siding in a shingled, beveled, dropped or beaded pattern with a minimum 4” exposure. Vinyl siding shall be restricted to a shingle pattern or beaded siding. Approved materials for top section walls are the same as for the middle section however they may be selected and installed in a manner that contrasts with the wall below. Vertical beaded siding and decorative shingles patterns are appropriate for the top section.

Trim

Materials for trim shall be easily maintained and suitable to the materials being trimmed. Approved materials include wood, MDO (medium density overlay), fiber cement, polyurethane, cellular PVC and metal fascia. The top surface of horizontal trim will be beveled and flashed with metal flashing. Non-coated (bare) metal flashing and trim wrap will be limited to copper, coated aluminum, stainless steel or leaded copper.

2.2 Configuration

Exterior walls may be segmented as described above with base, middle and top sections. The base section may be capped with masonry or approved trim material that separates it from the middle section. The middle section may be separated from the top section by a projecting band with at least two elements of approved trim material. Exposed outside corners will be mitered or trimmed with a minimum 3.5” wide approved trim material. Windows and door openings will be trimmed at the top and sides with a minimum 3.5” wide approved trim material. Corniced heads over windows and doors, decorative jamb trim and expressed pilasters are appropriate to the coastal style if kept within a modest scale.

3. Windows and Exterior Doors

3.1 Materials

Approved materials for windows include plate glass, stained or etched glass, clad wood, vinyl and fiberglass. Approved materials for entry doors include plate glass, stained or etched glass, wood, clad wood, fiberglass and steel. Approved materials for garage doors include wood, fiberglass and aluminum. The approved material for shutters and louvers is painted wood, PVC or fiberglass manufactured by Atlantic Shutters, Imperial Productions or approved equal.

3.2 Configurations

Window shapes, sizes and configurations should be carefully selected to carry out the “coastal style” theme and avoid a colonial, federal or contemporary appearance. Preferred shapes include rectangular, oval, circular and curved arch. Octagonal, hexagonal and elliptical shapes are to be avoided; circle top, quarter circle pointed arch and trapezoidal shapes will be reviewed on a case-by-case basis. Elongated windows and transoms are appropriate and effective for emphasizing the vertical plane; paired and tripled windows are effective for a horizontal emphasis. Window grilles are not required but when used, are to be rectangular or “Eastlake” style. A Queen Anne style pattern (four, six or eight over one) is recommended for its classic look without obstructing views through the bottom sash.

Approved configurations for garage doors are rectangular and arched. Custom doors that convey a “boat house” or “carriage” looks are encouraged. Non-custom doors will be de-emphasized by recessing or given a custom appearance with flanking pilasters or similar design features.

3.3 Operation

Approved window operating methods are fixed, double and single hung, and awning. Approved garage door operating methods are overhead and hinged.

4. Roofs and Roof Mounted Equipment

4.1 General

Roof design should emphasize the roof’s protective role without dominating the building mass. This can be easily achieved using low slope hip roofs with deep overhangs. Gable roofs are also appropriate and may be steeper if large expanses of roof are interrupted by dormers, slope or directional changes; the use of decorative “barge boards”, wall shingle patterns, fascia returns and gable trusses is appropriate and will add a welcome interest to gable ends. Bell shaped, hexagonal and conical roof forms may be used on cupolas and towers. Exposed rafter tails and roof brackets are appropriate for all roof forms and are effective for adding interest to long, horizontal eave and soffit lines. Roof top mechanical equipment and attic vents are discouraged, but if necessary, are to be mounted in locations that cannot be seen from the street.

4.2 Materials

Acceptable roofing material is 50yr Architectural shingles or “Galvalume” clear coat, 24-gauge, 1.76” seams at 18” on center, and for roof surfaces not visible from the ground, single or double ply membranes. Acceptable gutter and downspout materials include copper and coated metal. Approved materials for fascias and soffits include wood, vinyl, MDO (medium density overlay), fiber cement, polyurethane and cellular PVC. Wood fascias may be protected with vinyl or coated metal sheet material. Dormer walls are to be finished with the same materials approved for wall surfaces. Roof vents shall be continuous ridge vents or gable roofs may have gable roof vents.

4.3 Configuration

Metal roofs shall be confined to accent areas only. Approved configurations are hip and gable roof (full or jerinhead—clipped) with single or multiple pitches; other configurations will be reviewed on a case-by-case basis. The minimum eave overhang is ten (10) inches; the minimum gable overhang is six (6) inches. Dormers may be hipped, gable, shed or eyebrow.

Roof mounted skylight units are to be flat and rectangular (roof windows). Domed, pyramidal, vaulted and “bubble” skylights will not be approved. Shed (lean to) and ridged skylights will be reviewed on a case-by-case basis.

The approved configuration for external gutters and downspouts is half-round. Custom shapes will be reviewed on a case-by-case basis.

5. Chimneys

5.1 Materials

Approved materials are those approved for wall surfaces in Section 2.1.

5.2 Configurations

Ground supported or cantilevered designs are acceptable. Cantilevered designs with more than two feet of cantilever will include decorative support brackets. Chimney top covers are to be arched or triangular.

6. Colors

6.1 General

The intent of this section is to create the look and feel of a relaxed and harmonious community through color. Color schemes may be monochromatic, or with two or three colors, one of which may be contrasting.

6.2 Wall Colors

Approved color hues for siding and shingle materials in all three wall sections (base, middle and top) shall be per the Declarant's approved color pallet.

6.3 Trim Colors

Approved colors for trim, fascias, frames, railings and balusters shall be per the Declarant's approved color pallet.

6.4 Roof Colors

Architectural roofs will be from the GAF Brand color pallet.

6.5 Door Colors

Front door colors should be warm and inviting and contrast pleasantly with the surrounding walls. Secondary and rear doors are to be white, natural wood, or a hue matching the surrounding walls or trims.

7. Balconies, Terraces and Porches

7.1 Materials

Approved materials for railings, walls, balusters, posts, columns, trellises and trim include painted wood, PVC, vinyl, MDO (medium density overlay), fiber cement, polyurethane and cellular PVC. Wood fascias may be protected with vinyl or coated metal sheet material. Unpainted or transparently stained wood, treated wood, and artificial wood composites will not be used on vertical surfaces. Approved paving and decking materials include masonry or stone pavers, painted or opaque stained wood and concrete. Unpainted or transparently stained wood, treated wood, and artificial wood composites may be used on deck or walking surfaces that are visible from the street and have a maximum slope of one-half (1/2) inch in twelve (12) inches.

7.2 Colors

Colors previously approved for walls and trim may be used.

8. Open and Privacy Fences

8.1 General

All fencing must be approved with submission of site plan and fence location.

8.2

Chain link fences shall not be permitted.

8.3 Configuration

Fencing will be limited to enclosures for outdoor pools, side yards from the rear yard property line to the front porch of the main structure and rear yards. Fencing and walls will be constructed in a manner that does not impede or alter storm drainage patterns or require the removal of trees. Fencing for side yards at corner lots shall be constructed with a minimum setback of 20 feet from the public right-of-way. Maximum height of fencing shall be 6 feet from average site grade existing as of the date of adoption of this Declaration.

9. Miscellaneous

9.1 General

Security equipment and flood lighting will be mounted in locations that are as non-obtrusive as possible without compromising their functions. Cameras and lighting will not be located or oriented in a manner that violates the privacy of or degrades the enjoyment of neighboring properties.

Exterior radio and television antennas are not allowed. No more than two satellite dishes per house, with a diameter not to exceed two (2) feet may be located in a non-obtrusive location. The satellite dish should be in the back yard, or on roof or chimney.

Awnings and cloth fabric shade structures may be used. Such equipment will be retractable or easily demountable and stored away in winter months. Color and style must be consistent with the existing house colors. Exterior window blinds, metal guards or coiling shutters are not permitted on street facing windows or doors. Old fashioned beach shutters which are functional in excessive winds are encouraged on beach side.

Residential refuse and recycling containers will not be stored in exposed front yard locations.

10. Swimming Pools and Spas

10.1 Materials

Approved materials for pools and spas are concrete, wood or vinyl. Decking and fencing must meet the criteria of paragraph 7 and 8 above.

10.2 Configuration

Pools will be the “in ground” type, located within the appropriate setbacks and constructed in a manner that conforms to all local, state and federal codes. Spas will be “in ground” or skirted with a material approved in paragraph 7.1 above.

11. Driveways and Walks

11.1 Configuration

Driveways will be limited to two per house. Paved parking areas for boats and recreational vehicles will not be constructed in front yard.

12. Exterior Building Lighting

12.1 Exterior lighting on each individual house and site shall be “Dark Sky”. All lighting on the building should be shielded to cast down and out. Lighting on wall surfaces other than at doors on covered porches is discouraged. Lights should be installed in porch ceilings, steps, railings and as landscape elements.

12.2 No pole lights are allowed.

12.3 All lighting is subject to the Declarant's review.

13. Landscaping

Landscaping is subject to review by declarant. Detailed landscaping plans are to be submitted prior to planting and occupancy. If clearing is approved, stabilization of disturbed areas must be completed within thirty (30) days of issuance of occupancy permit. Prior to stabilization of disturbed areas, the homeowner or builder shall be responsible for erosion or sedimentation caused by this land disturbing activity. In areas designated as "Wetlands" or "Hardwood Preserve" absolutely no filling will be allowed without a permit from U. S. Army Corps of Engineers. Plantings shall be designed to NOT obstruct views.

14. Propane Gas Service

Gas service for the residence is the responsibility of the homeowner. Gas service shall be through a below ground distribution system or through an above ground storage tank which shall be enclosed with approved screening.

15. Architectural Review Procedures

Requests for either preliminary or final approval shall be made to the Declarant accompanied by appropriate plans, drawings, and information. Final approval must be received from the Declarant prior to the initiation of construction. Any changes required by the review process must be resubmitted to the Declarant for review and approval prior to initiation of work.

Section 2. COMPLETION OF CONSTRUCTION

All building exteriors shall be completed within eighteen (18) months from commencement of construction.

ARTICLE V

BUILDING AND USE LIMITATIONS

Section 1. USE AND STRUCTURES

a) Except as otherwise expressly provided herein, NO Lot shall be used EXCEPT for single family residential dwellings with an attached or detached garage or carport and for purposes incidental or necessary thereto. In-ground pools, hothouses, and storage buildings are permitted, subject to Article IV

b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family. No business or commercial enterprise of any kind or noxious or offensive activity shall be carried on upon any Lot or Common Area within or without the dwelling nor shall anything be done thereon which in the opinion of the DECLARANT may reasonably be expected to become an annoyance or nuisance.

c) Except for a reasonable period during the actual construction of a residence or group of residences, no trailer, tent, shacks, or other such structure shall be erected on or be used on any Lot. In no event shall such a structure be used as living quarters.

Section 2. LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDINGS; TREED STRIP

a) Site Plan to conform to county ordinances and to the CBPA (Chesapeake Bay Preservation Act).

b) All Dwelling Units shall have a minimum heated enclosed living area, exclusive of open porches, garages, and carports, of

1) For one story home, not less than 1,000 square feet and no more than 25 feet height.

No one story homes on the east side of Candy Lane.

- 2) For two story home, not less than 1,500 square feet and no more than 30 feet height.
- 3) For three story home, not less than 2,000 square feet and no more than 40 feet height, restricted to the east side of Candy Lane.

c) **NO** trees planted to obstruct views.

Section 3 MECHANICAL EQUIPMENT/ANTENNAE AND TOWER

Mechanical equipment, antennae and towers, shall be located on or behind that portion of the Living Unit which is opposite from the side that faces the roadway, except that such mechanical equipment as cannot be so located for practical reasons, such as the equipment of a pool pump house, shall be completely shielded from view at a standing height of six (6) feet when viewed from roads and adjoining properties or by an enclosure that conforms in architectural material and color to the dwelling and is approved by DECLARANT.

Section 4. PREVENTION OF POLLUTANT CONTAMINATION

a) **TOXIC CHEMICALS:** No discharge of toxic chemicals, as defined by the Environmental Protection Agency or other appropriate entity, shall be made on any Lot or elsewhere in the Community. Such toxic chemicals (including oil and other fluids removed from vehicles) shall be taken to collection centers located either in or outside the Community. Vehicles which leak any kind of fluid must be immediately repaired or removed from the Community. Nothing herein shall preclude the use of approved herbicides, pesticides and other chemicals approved for home and garden use when used according to label instructions and regulations imposed by appropriate federal, state and local regulatory agencies.

b) FIRE DAMAGE: Fire damage shall be immediately surrounded with hay bales to prevent any damage to the environment and all debris must be removed within thirty days.

Section 5. GARBAGE AND RUBBISH

Garbage and rubbish shall not be dumped or burned or allowed to accumulate on any Lot, Common Area or roadway. Garbage, rubbish or other debris, properly contained in a metal or plastic receptacle with a proper fitting lid, may be placed outside the dwelling, provided same is screened from view. Trash, garbage, and the like shall not be accumulated or incinerated and shall be regularly removed. No junk or unlicensed motor vehicles shall be permitted. No building materials or equipment, furniture, or any other unsightly accumulation shall be permitted outside an enclosed building. Unless and until such time as garbage collection becomes available, said metal or plastic receptacles must be taken to the refuse collection centers outside the Community. Fish cleaning debris shall not be disposed of on the beach.

Section 6. MAINTENANCE

Owners shall maintain Lots and improvements thereon so as not to create a fire, safety, or health hazard in the Community. Weeds and grass shall not be allowed to grow excessively or in an unsightly manner. The Owner shall keep all improvements therein and thereon in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements thereon as provided herein DECLARANT, after notice to such Owner, shall have the right, but not the obligation, to enter upon said Lot to correct, repair, maintain and restore such Lot and the exterior of the buildings and any other improvements located thereon.

All costs related to such correction, repair or restoration shall be billed to the Owner and shall become and remain a lien on the Lot until paid.

Section 7. WATER AND SEWER

All structures intended for occupancy must be equipped with plumbing facilities that conform to the requirements of the Northampton County Health Department. Septic systems must be cleaned when needed, but in no event, less often than every five years to ensure that there is enough space in the septic tank for water-water so that solids do not escape into the absorption field. Septic system failures must be corrected immediately. All systems shall comply with the regulation promulgated under the Chesapeake Bay Preservation Act.

Section 8. TRAILERS AND BOATS

No trailers or semi-trailers shall be parked on the property except a recreational vehicle (RV), owned by lot owner or tenant, which is NOT inhabited shall be permitted

Section 9. ANIMALS

Customary household pets may be kept in a reasonable number. Declarant maintains the continuing right to restrict pets that may be kept in the community and the right to prohibit any particular pet or require the removal of any particular pet that the Declarant, in its sole discretion, perceives to be a threat or a nuisance to the community. All county rules, ordinances and regulations will apply.

Specifically, Owners agree that certain breeds of dogs, including but not limited to Pit Bull Terriers, Rottweilers, German Shepherds, Doberman Pinschers, by reputation instill fear or

concern on the part of other residents and leaseholders, and a dog of any such breeds may be excluded or removed in the DECLARANT'S sole discretion. Additionally, individual animals, whether or not from such breeds, may by action or reputation tend to disrupt the Smith Beach community, and any individual animal may therefore be excluded or removed in the DECLARANT'S sole discretion. Although no specific grounds for removal or exclusion of any particular animal are required, incidents of dogs escaping from enclosures, running at large, fighting with or intimidation of other animals, excessive barking, reports of biting or chasing either humans or other animals, at Smith Beach or elsewhere, are all examples of the type of issue which may lead to exclusion or removal of the pet. Owners further agree that DECLARANT shall have no responsibility for the animals or household pets of others, regardless of the breed or history of any such animal or pet. All county rules, ordinances and regulations will apply.

Section 10. UTILITIES

All telephone, electric, television, plumbing, and other utility lines shall be installed underground. All rights and easements in the roads shown on the various plats shall be subject to the rights and easements of public utility companies to install utility lines and maintain the same along, over, and under the roads shown on the plats and in such additional easement areas as may hereafter be designated for such purpose. In addition, DECLARANT may grant to utility companies an utility easement agreed upon by DECLARANT and utility companies for the extension of utility service to such Lots.

Section 11. SIGNS

No commercial sign or any kind of advertising shall be displayed on any residential Lot except that one sign of not more than one (1) Real estate sign no larger than 18"x18" advertising the property for rent or sale shall be permitted on each Lot. Also permitted is one sign of not more than two (2) square feet with the name and address of the Owner or Lessee.

The DECLARANT may maintain one sign of up to 64 square feet within each Subdivision with the name of the Subdivision and/or the Community, the DECLARANT or DECLARANT'S successor's name or agent and its telephone number(s).

Section 12. CLOTHES LINES

Outdoor clothes lines shall be placed in a manner to be the least visible from the street as is practicable.

Section 13. FUEL TANKS, GAS TANKS

Fuel tanks, gasoline tanks and similar containers shall be buried unless they are fenced and screened from view.

Section 14. FENCES

Fences which are visible from a road must be constructed to conform to architectural review.

No chain link fences.

Section 15. RESUBDIVISION

There shall be no resubdivision or further division of the Lots without the prior approval of the DECLARANT.

Section 16. VARIANCES

The purpose of the foregoing Building and Use Limitations is to insure the use of the Properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the Properties, to maintain the desirability of SMITH BEACH BAYVIEWS and to thereby secure to each Owner the full benefits and enjoyment of his home with no greater restriction upon the free and undisturbed use of property than is necessary to insure the same advantages to other Owners, and to protect the fragile marine environment. Any reasonable changes, modifications, or additions to the foregoing shall be considered by the DECLARANT, and Declarant may grant variances from the covenant and restrictions contained herein which Declarant in its discretion deems appropriate under the circumstances

ARTICLE VI
GENERAL PROVISIONS

Section 1. DURATION

The Covenants and Easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the DECLARANT, its successor and assigns and shall be in force from a period of 20 years from the date of recordation of this instrument, after which time the Covenants and Easements shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by both: 1) the Declarant, and 2) the then Owners of 2/3rds of the Lots has been recorded, agreeing to change said Covenants in whole or in part.

Section 2. ENFORCEMENT

Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants.

Failure of the DECLARANT, or any other person or entity having the right to enforce the covenant and restriction, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter either as to such violation or any other.

Section 4. SEVERABILITY

Invalidation of any one of these covenants or restrictions, by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

ARTICLE VII
AMENDMENTS

DECLARANT reserves the right to alter, amend, void or add to these covenants and restrictions.

DECLARANT also reserves the right to approve or disapprove any deviation, alteration or exception to these covenants and restrictions so long as such changes would not, in the opinion of DECLARANT, be detrimental to the Properties.

WITNESS the following signature and seal:

T.H.S FAMILY LIMITED PARTNERSHIP

By _____ (SEAL)

Title: General Partner

STATE OF VIRGINIA,

COUNTY OF NORTHAMPTON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of April, 2010, by Candace S. Nottingham, General Partner of T.H.S FAMILY LIMITED PARTNERSHIP, a Virginia limited partnership, on behalf of the partnership.

My Commission Expires:

Notary Public