

Declarant
Book 750
Estate No 23350

20
42
19
61

BOOK 245 PAGE 416

No. 891

DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS
FOR

PEACEFUL ACRES SUBDIVISION LOTS 2-6
PEACEFUL PINES SUBDIVISION LOTS P, Q, & R
PEACEFUL PONDS II SUBDIVISION LOTS 1-5

THIS DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS made this 7 day of July, 1990 by EILEEN KIRKWOOD, hereafter called the Declarant, by virtue of the laws of the Commonwealth of Virginia:

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon subdivisions of the property to be known as PEACEFUL ACRES, PEACEFUL PINES, AND PEACEFUL PONDS II, hereinafter called the "SUBDIVISION", and sometimes called the "Community", with private roads "Peaceful Acres Court", "Peaceful Lakes Drive", "Peaceful Ponds Drive", and "Peaceful Shores Drive" .

WHEREAS, it is the Declarant's intention to sell and convey lots in the Subdivision, and before doing so, Declarant intends to impose upon them and the Subdivision mutual and beneficial Protective Covenants under a plan of improvement and development for the benefit of all the property in the Subdivision and the successive grantees thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Community and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant will incorporate or cause to be incorporated under the laws of the Commonwealth of Virginia, as a non-profit corporation, Peaceful Acres, Peaceful Pines, and Peaceful Ponds II, Property Owners Association, Inc., for the purpose of exercising the powers and functions aforesaid:

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and

liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a) "Association" shall mean the Peaceful Acres, Peaceful Pines and Peaceful Ponds II Property Owners Association, Inc., its successors and assigns, an incorporated association of property owners.

b) "The Properties" shall mean and refer to all lands described herein and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties or other Properties or areas of Properties over which Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Property Owners have easements and designated thereon as Common Property and intended to be devoted to the common use and enjoyment of the Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Property Owners Association, Inc. and other Properties designated by the Declarant.

d) "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities holding any Original Lot or Living Unit in the Subdivision, whether such ownership be in fee simple title or as land contract vendee, 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.

e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article VI, Section I hereof.

f) "Declarant" shall mean the owner and seller of Peaceful Acres, Peaceful Pines, and Peaceful Ponds II or her successors or assigns.

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

h) "Lot" shall mean any numbered plot of land in the Subdivision except Lot 1 Peaceful Acres. Lot 1 Peaceful

PACOVRES.SS

Ponds II may be included or excluded from the association at the Declarants option. If excluded, Lot 1, Peaceful Ponds II is totally exempt from these covenants and easements.

1) "Subdivision" shall mean the real property described in Article II herein.

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 Franktown District, Northampton County, Virginia, and is more particularly described as follows:

All those certain lots shown and designated as Lots 2 - 11 Peaceful Acres inclusive, all as shown on that certain plat of survey entitled "Realignment of Lots 1-6 as recorded in Plat Book 17, Pages 16 and 17 and the addition of Lots 7 through 11", Franktown District, Northampton County, Virginia, made by Miller-Stephenson & Associates, P.C., dated June 19, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at pages 46, 47, and 48 on November 14, 1989, and

All those certain Lots shown and designated as Lots P, Q, and R inclusive, all as shown on that certain plat of survey entitled Peaceful Pines, Franktown District, Northampton County, Virginia, made by Miller-Stephenson and Associates, P.C. dated July 26, 1989 which said plat is recorded in the Northampton County Circuit Court Clerk's office in Plat Book 19 at Pages 47 & 48.

All that certain Lots shown and designated as Lots 1 through 5 inclusive, Peaceful Ponds II, Franktown District, Northampton County, Virginia which said plat is recorded in the Northampton County Circuit Court Clerk's office in Plat Book ___ at Page ___.

At the Declarant's option, Lot 1, Peaceful Ponds II will be included or excluded from the Protective Covenants and Easements for Peaceful Acres, Peaceful Pines and Peaceful Ponds II Subdivision. Lot 1, Peaceful Acres is Excluded.

ARTICLE III

PROPERTY RIGHTS AND EASEMENTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT

a. There is hereby created and designated an access easement over and across a portion of Lot 1 of Peaceful Acres to the Chesapeake Bay for use by all Owners of Lots 1 through 11, inclusive, Peaceful Acres, their immediate families and their legitimate guests in common with each other, for Lots P,

Q, and R, Peaceful Pines, and Lots 1 - 5 Peaceful Ponds II, and in common with the owners and guests of such other properties as may from time to time be designated by Declarant, or her successor. Such easement is designated on the plat of survey of Peaceful Acres as "15' Access Easement" and "30' Access Easement". Such easement is for purposes of joint pedestrian use, walkways, boardwalks, sunbathing, boat ramp and quiet enjoyment and for purposes of community cleaning and maintenance of the Common Area and its appurtenances and beach. Such easement area may be maintained as directed by the Association in common with such other subdivision associations as may be designated from time to time by Declarant.

b. There is hereby created an easement over Lot 7, Battle Point Beach, and Lot 7 Battle Point Beach, First Edition, for the construction and maintenance of walkways, boardwalks and beaches and over that certain existing 40' right of way at Battle Point and over Lot 8, Battle Point Beach, Second Edition, which lies between the 40' right of way and west to the Chesapeake Bay for a boat ramp, for use in common by the owners of Lots 1 through 11, Peaceful Acres, Lots P, Q, and R Peaceful Pines, and Lots 1 - 5 Peaceful Ponds II inclusive, their immediate families and their legitimate guests of the Owners of Lots within Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Subdivisions and such other subdivisions or properties as may be designated from time to time by Declarant.

c. There is hereby created and designated an easement on the beach area situate within that Common Parcel of 3.47 Acres, more or less, as shown on that plat of Peaceful Lakes Subdivision prepared by Miller-Stephenson dated July 26, 1989 which plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at page 33, for use by all Owners of Lots 2 through 11 Peaceful Acres, Lots P, Q and R Peaceful Pines, and Lots 1 through 5 Peaceful Ponds II and their immediate families and their legitimate guests in common with each other and with the owners and guests of such other properties as may from time to time be designated by Declarant, or her successor. Such easement is for purposes of joint pedestrian use, walkways, boardwalks, sunbathing, and quiet enjoyment and for purposes of community cleaning and maintenance of the Common Area and its appurtenances and beach. Such easement area shall be maintained as directed by Peaceful Lakes Property Owners Association in common with Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Property Owners Association and such other property owners associations as may be designated from time to time by Declarant.

d. There is hereby created an easement over Common Parcel A of Peaceful Lakes Subdivision and a portion of that certain parcel of 3.47 Acres, for the construction and maintenance of walkways and boardwalks for use in common by the owners of Lots 2 through 11 Peaceful Acres, P, Q and R Peaceful Pines and Lots 1 through 5 Peaceful Ponds II, inclusive, and their immediate families and their legitimate

PACOVRES.88

guests and for use in common by the owners, immediate family and legitimate guests of the owners of Lots 2-11 within Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Subdivisions and such other subdivisions or properties as may be designated from time to time by Declarant. Such walkways are more specifically shown on said plat of the Peaceful Lakes Subdivision.

e. There is hereby created a fifteen (15) foot non-exclusive easement under, over and across Peaceful Ponds Lot 16 to the Common 3.47 acre parcel and to Peaceful Lakes Common Parcel A, as shown on the plat of Peaceful Ponds and Peaceful Lakes, for the construction, maintenance and use in common of nature walkways, gazebos, and boardwalks by the Owners of Peaceful Lakes Lots 1 through 24 and Parcel A, inclusive, their immediate families and their legitimate guests and for use in common by the owners, immediate family and legitimate guests of the owners of Lots 2-11 within Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Subdivisions and such other Subdivisions or Properties as may be designated from time to time by Declarant. The walkways are more specifically shown on that certain plat of the Peaceful Ponds Subdivision.

f. There is hereby created an easement in common with others in the common boat storage parcel at "Pleasant Meadows" where boats on trailers can be stored. The location of such easement will hereafter be designated by Declarant.

Section 2. STATE DEDICATED ACCESS ROAD

Declarant will dedicate to The Commonwealth of Virginia that certain sixty (60') foot state road shown and designated on the plat of Peaceful Lakes, as Peaceful Lakes Drive and that certain 50' State Road shown and designated on the plat of Peaceful Ponds, as Peaceful Ponds Drive. Every Lot shall have an easement in common with others over the said Peaceful Lakes and Peaceful Ponds Drive for purposes of ingress and egress between said Lots and other public roadways. The road will be built to state standards and dedicated to the Commonwealth of Virginia. A private road, Peaceful Shores Drive and other roads may connect to it at the Declarant's option. Every Lot shall also have an easement in common with others over the extension of Peaceful Shores Drive adjoining Lot 1, Peaceful Shores.

Section 3. EXTENT OF MEMBER'S EASEMENTS

The rights and easements of enjoyment created hereby shall be subject to the right of the Association to suspend the use and enjoyment rights of any Member of the Association for any period during which assessments as to such Member's Lot remain unpaid, and to suspend the use and enjoyment rights of any Member for any period, not to exceed sixty (60) days for each infraction by such Member of any published rules and regulations consistent with these Declarations. Nothing

contained in this paragraph shall be deemed to deny property Owner, Owner's tenants, invitees or licensees access to and from Owner's Lot in the Subdivision.

Section 4. COMMON AREA IMPROVEMENTS

Declarant or her assignee may place any improvements on any of the Common Areas; however, she is not obligated to do so.

Section 5. CONVEYANCE OF COMMON AREA

Declarant and her successor have the right to convey certain Common Area and its appurtenances at Peaceful Acres to the Peaceful Acres Property Owners Association, Inc. at any time and the Property Owners Association, Inc. shall accept it, if tendered.

ARTICLE IV

COMPLETION OF CONSTRUCTION/EXTERIOR MAINTENANCE

Section 1. REVIEW BY COMMITTEE

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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more persons elected by the owners after 75% of the properties have been conveyed by Declarant. If a Lot owner decides to build their own home, plans and specifications shall be signed and sealed by a registered architect and specifications shall include the following:

i) a Drainage Plan which maximizes site infiltration and an Erosion Control Plan which minimizes erosion; and

ii) if a septic system is to be utilized, a septic system plan which assures maximum protection of the environment by providing proper design, location and installation of the septic system.

In the event Declarant or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this

Article shall be deemed to have been fully complied with as per the plans submitted. If changed, such plans must be resubmitted.

Section 2. COMPLETION OF CONSTRUCTION

All building exteriors shall be completed within six (6) months from commencement of construction.

ARTICLE V

BUILDING AND USE LIMITATIONS

Section 1. USE AND STRUCTURES

a) No Lot shall be used except for a residential single family dwelling with an attached or detached garage or carport.

b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family, except that an occupant of said dwelling may also maintain a professional office of a physician, dentist, chiropractor, chiropodist, optometrist, attorney, accountant, architect, engineer, surveyor or conduct a compatible home occupation. No such profession or home occupation shall be permitted to continue, however, if, in the opinion of the Declarant, or after 75% of the Lots have been conveyed, a 2/3rds majority of the Owners, it shall prove to be incompatible or not in harmony with the residential neighborhood. No business of any kind or noxious or offensive activity shall be carried on upon any Lot, or Common Property within or without the dwelling nor shall anything be done thereon which in the opinion of the Declarant, or after 75% of the Lots are conveyed, a 2/3rds majority of the Owners, may become an annoyance or nuisance.

c) Except as permitted in paragraph (b) above, no portion of the Subdivision shall be used for other than residential purposes and for purposes incidental or necessary thereto, except that model homes and speculation homes may be constructed by the Declarant or her successors and used as development, construction and sales offices to develop, build, sell and resell homes within the Subdivision. No one other than the Declarant may have a real estate sales office on any Lot or in any unit.

d) 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, except with the written permission of the Board or the Architectural Control Committee. In no event shall such a structure be used as living quarters. Prior to the construction of a single family dwelling on the property, recreational vehicles and/or camper trailers may be

placed on the property and occupied but may not be occupied for more than thirty (30) days in any calendar year unless and until construction has begun on a single family dwelling. Such occupancy during construction shall not exceed a period of six months immediately following the commencement of construction.

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

a) No part of any single family dwelling shall be located nearer than 75 feet of any road; nearer than 25 feet from the side Lot lines, nearer than 45 feet from the rear Lot lines, nor nearer than 50 feet from the Pond.

b) All Dwelling Units shall have a living area, exclusive of open porches, garages and carports, of not less than 1,400 square feet in Peaceful Acres and Peaceful Pines. All dwelling units shall have a living area exclusive of any porches, garages and carports of not less than 1600 square feet in Peaceful Ponds II. Garages, poolhouses, and outbuildings that are ordinarily in a residential area are permitted.

TREED STRIP

c) No Lot Owner shall cut or permit to be cut any trees greater than eight (8) inches in diameter at a height of one (1) foot from the ground within two hundred (200) feet of the upland side of mean low water except as same may be reasonably necessary for the siting of a homesite by such Owner or unless the trees are diseased as certified by the ASCS.

Section 3. MECHANICAL EQUIPMENT/ANTENNAE AND TOWER

Mechanical equipment, antennae and towers, shall be located on or behind that portion of the dwelling unit which is opposite from the side that faces the roadway, except that mechanical equipment that cannot be so located for practical reasons, such as the equipment of a pool pump house, shall be completely shielded from view or by an enclosure that conforms in architectural material and color to the dwelling. Television reception dishes shall be black in color and constructed of see-through mesh material.

Section 4. PREVENTION OF POLLUTANT CONTAMINATION

a) **TOXIC CHEMICALS:** No discharge of toxic chemicals shall be made on any homesite or elsewhere in the Subdivision and said toxic chemicals (including oil and other fluids removed from vehicles) shall be taken to collection centers located either in or outside the Subdivision. Vehicles which leak any kind of fluid must be immediately removed from the Subdivision.

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

c) **SWIMMING POOLS:** Any swimming pool not connected into a central sewer system must be drained slowly into a large expanse of lawn or into the treed area in order to allow the chlorine to dissipate and the water to filter into the soil. No above ground swimming pools are permitted.

Section 5. GARBAGE AND RUBBISH

Garbage and rubbish shall not be dumped or burned or allowed to remain on any Lot. 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. Weeds and grass shall not be permitted to grow excessively or in an unsightly manner on any Lot. Until some time in the future when garbage collection may be available, said metal or plastic receptacles must be taken to the refuse collection centers provided within the Subdivision, but if none are provided, then taken to refuse collection centers outside the Subdivision.

Section 6. MAINTENANCE

Owners shall maintain Lots and improvements thereon so as not to create a fire, safety, or health hazard in the Subdivision. Weeds and grass shall not be allowed to grow excessively or in an unsightly manner. Declarant, or after 75% of the lots are sold, the Peaceful Acres, Peaceful Pines, and Peaceful Ponds II Property Owners Association, Inc. shall have the right and obligation to cut any grass it determines needs maintenance at the Lot owner's expense.

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 waste-water so that solids do not escape into the absorption field. Septic system failures must be corrected immediately.

Section 8. RENTING OF HOMES

No home or unit may be rented in the subdivision without a written lease which makes the tenant responsible and liable for compliance with the covenants and restrictions of this declaration. Violation thereof shall be grounds for eviction.

Section 9. TRAILERS & BOATS

No trailers or semi-trailers shall be parked on the property except that a recreational vehicle which is not inhabited shall be permitted. If occupied, the RV must be parked in the back yard away from public view, however, it may not be occupied for more than thirty (30) days in any calendar year unless and until construction has begun on a single family dwelling.

Boats on a trailer are permitted if they are garaged or if they are not in view of the road.

Section 10. ANIMALS

Dogs and cats may be kept on any Lot, providing that they are not allowed to wander off the property of their owner onto the property of others or do not become a nuisance to others. Additional animals may be kept providing the Lot contains three or more acres, and that such animals are contained by fences or pens, and that such animals do not become a nuisance to others in the opinion of the Declarant or Board of Directors. No animals may be kept for commercial purposes.

Section 11. NURSERY AND FARMING BUSINESS

No farming or nursery shall be conducted.

Section 12. UTILITIES

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

Section 13. SIGNS

No commercial sign or any kind of advertising shall be displayed to the public view on any residential Lot except that one sign shall be permitted of not more than one (1) square foot advertising the property for rent or sale. Also

permitted is one sign of not more than one (1) square foot with the name and address of the owner.

The Declarant may maintain one sign within each Subdivision totaling 64 square feet with the name of the Community, the Declarant or Declarant's successors name and their phone number.

Section 14. CLOTHES LINES

No clothes lines are permitted.

Section 15. SUBDIVISION

There shall be no resubdivision or further division of a Lot without the prior approval of the Declarant or after 75% of the Lots are conveyed, an approval vote of seventy-eight percent (78%) of the voting members of the Association given at a duly called meeting thereof except that Lot 1 can be subdivided once. If the division into the two lots is done, then each lot, of the subdivision would pay a separate annual assessment fee and each lot owner would thereafter pay an annual fee calculated as 1/20th of the total anticipated expenses.

Section 16. VARIANCE

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 property, to maintain the desirability of the community and to thereby secure to each Owner the full benefits and enjoyment to 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 or the Board of Directors, after 75% of the Lots have been conveyed, and if so approved, will then be submitted in writing to the abutting property Owners within the Subdivision and if so consented to in writing shall be recorded as an addendum to this Declaration.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP

a. Every person or entity who owns a Lot or an undivided interest in any Lot whether as land contract vendee

or fee holder, being subject to these covenants and to assessment by the Association shall be a member of the Association and as such is entitled to vote; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

b. Persons not holding an interest in any Lot may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2. VOTING RIGHTS

a. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership as described in Article III in Section 1 above. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine.

b. Through December 31, 1993, or until seventy-five percent of the Lots 2-11 of Peaceful Acres P, Q, & R, Peaceful Pines, and Peaceful Ponds II have been conveyed by the Declarant, or Declarant's successor, to individual Lot owners, whichever event shall come first, the Declarant shall have the right to exercise the controlling vote of the Association's voting membership and of it's Board on all issues. Thereafter, Declarant shall have one vote for each Lot owned and shall have no vote on the Board unless Declarant shall have been elected as a member of the Board.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each subsequent Owner of a Lot in the Subdivision, as provided in Article II, herein, by acceptance of a conveyance of such Lot or parcel within the Subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges;

(2) special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and reasonable costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such

assessment is made until same is paid. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, in Section 9 of the Article, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment becomes due and payable.

Section 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of Common properties and their appurtenances, services, and facilities devoted to this purpose and related to the use and enjoyment of the access roads, boardwalk easements, beach, beach easement, boat ramp and easement in the common boat storage parcel at "The Meadows", including but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, maintenance, and supervision thereof. Peaceful Acres Lots 2-11 agree to use \$120 of their Peaceful Acres Property Owners Association, Inc. annual assessment fee for maintenance of the common area described in Article III, a & b and to use \$30 of their \$150 Peaceful Acres Property Owners Association, Inc. annual fee plus their \$90 Peaceful Acre, Peaceful Pines, and Peaceful Ponds II Property Owners annual fee for maintenance of the common area described in Article III c, d, e, and f. Peaceful Pines and Peaceful Ponds II agree to use \$120 of their annual fee for maintenance of the common area in Article III a and b and \$120 of their annual fee for maintenance of the common areas in Article III c, d, e, & f.

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS

In furtherance of Article III of this Declaration which grants the controlling vote to the Declarant on all issues through December 31, 1993, or until seventy-five percent of Lots 2-11 Peaceful Acres, Peaceful Pines and Peaceful Ponds II have been conveyed, Declarant declares that the assessments to be made against Lots 2-11 Peaceful Acres by the Association through said date or event shall be Ninety Dollars (\$90.00) per year payable on 1st day of September each year beginning September 1, 1990. Lots 2-11 Peaceful Acres also pay a One Hundred fifty dollar (\$150.00) annual assessment to Peaceful Acres Property Owners Association, Inc. beginning September 1, 1990 as per the Peaceful Acres Covenants and Easements recorded in DB 241, pages 503 through 519 on November 14, 1989. The assessments to be made against Peaceful Pines and

Peaceful Ponds II will be Two Hundred Forty Dollars (\$240.00) per year payable on 1st day of September each year beginning September 1, 1990. Said assessment shall apply to each Lot in the Subdivisions, excluding those owned by Declarant, or Declarant's successor. After said date or event, said assessments can be made at the rate of increase of \$25.00 per year. The Board is authorized to increase the annual assessment at said rate until an annual assessment of \$190 for Peaceful Acres Lots 2-11 or \$340.00 per year for Peaceful Pines and Peaceful Ponds II is reached. Further increases of the annual assessment shall not exceed an increase of \$25.00 per year. The Board may, after consideration of current costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments, after seventy-five percent of the lots have been sold by Declarant, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repairs or replacement of a described capital improvement including the necessary fixtures and personal property related thereto, provided any such assessment shall receive the affirmative vote of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose at least thirty (30) days in advance. Said notice shall set forth the purpose, date, time, and place of the meeting, provided that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum respectively, for any such period provided that any such changes shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose at least thirty (30) days in advance. Such notice shall set forth the purpose, time, and place of the meeting, provided that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5

The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the organizational meeting, the presence at the meeting of Members, including proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES

The annual assessments provided for herein shall commence on the 1st day of September 1990, for all lots in the Subdivision. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any property which is subject to this declaration or supplementary declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT

If any assessment is not paid by its due date, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon shall be a continuing lien on the property until paid in full which lien shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and

assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment is not paid within thirty (30) days after its due date, a penalty fee not to exceed \$10.00 shall be added thereto and from that date interest at the rate of eighteen percent (18%) per annum shall be added to the delinquent balance and penalty and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a Complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. The Declarant and/or Association shall establish a registered office where a determination may be made of the amount of any unpaid fees and charges hereunder.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any preexisting mortgage or mortgages; provided, however, that such subordination shall apply only to the assessments which become due prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of a foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; (b) all properties exempted from taxation by the laws of the Commonwealth of Virginia, upon the terms and to the extent of such legal exemption (c) all Common Property; (d) those unsold lots owned by Declarant, or Declarants Successor.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. DURATION

The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or after 75% of the lots have been conveyed, by a 2/3rd's majority vote of the Owners or their respective legal representatives, heirs, successors, or assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two thirds of the Lots has been recorded, agreeing to change said Covenants in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six months in advance of the effective date of said change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. NOTICES

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association or in the current records of the County Treasurer at the time of such mailing.

Section 3. 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; and failure by the Association or any owner to enforce any covenant or 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 wise affect any other provision which shall remain in full force and effect.

Section 5. RESALE OF LOTS

The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the Covenants and Easements set forth in this Declaration as well as any Supplementary Declarations. Further the contract seller shall notify the Board of the name and address of the contract purchaser and the settlement agent, and the scheduled date and place conveyance will be accomplished. Upon request, the Board shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether there are violations of the Declaration remaining on the Lot as of the date of preparation of the certificate. If such certificate shall be delivered to the place of closing, then any outstanding assessments together with a reasonable charge to cover the cost of providing such certificate shall be deducted from the seller's account at closing and transmitted directly to the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT

For such time as DECLARANT or either of them shall own Lots, their rights and interests shall not be prejudiced by actions of the Board or the Membership unless DECLARANT shall, in writing, join in such action.

Owners of property within the community may offer their property for resale through owners efforts or through the efforts of any Broker/Agent. All listing agreements shall reflect Declarant as an exception to the listing agreement. All contracts for resale of property within the community shall be made subject to Declarant's First Right Of Refusal. Upon Seller's acceptance of any valid offer, Seller shall deliver to declarant by Certified Mail a copy of said offer and acceptance. Declarant shall have 5 days from receipt of said offer and acceptance to act upon or waive said Right Of First Refusal. Declarants Right Of First Refusal shall continue and pass with Title to all subsequent owners of property within the community. In the event Declarant acts upon his/her Right of Refusal, the new contract price shall be devoid of any commission to any Broker/Agent. All other terms and commissions are to remain the same.

Section 7. DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved with the written consent of seventy-five (75%) percent of the Members. Prior to dissolution, the assets of the Association shall be offered for dedication to Northampton County. In the event that such dedication is not accepted, in whole or in part, upon dissolution such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

Section 8. EASEMENT TO INSPECT

There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Covenants and Restrictions, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

ARTICLE IX

DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of not more than three (3) directors elected at the annual meeting of the Members, to serve for one year or until their successors are elected. Directors shall be elected or removed and vacancies shall be filled by a majority vote of all the Members of the Association. Vacancies shall be filled by a majority of the remaining Members. Elections may be conducted by a vote in person or by written proxies.

Section 2. Directors shall be required to post a fidelity bond with corporate surety thereon in an amount equal to one hundred ten (110) percent of the amount of money which will be controlled by such Directors at any one time. The cost of such bond shall be an expense to be paid out of assessments collected.

Section 3. The first election of directors shall not be held until after nine (9) Lots are conveyed. The Director below named as the Initial Board of Directors shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors or Declarant's successor, as appropriate.

Section 4. The names and addresses of the initial Board of Directors who shall hold office until their successors are elected or until removed, are as follows:

Eileen Kirkwood
P. O. Box 750
Exmore, Virginia 23350

ARTICLE X

OFFICERS

Association Officers shall be elected by the Board of Directors and shall serve at its pleasure. The officers shall be a President, a Secretary and a Treasurer.

PACOVRES.SS

N/A

N/A
2002

ARTICLE XI

INDEMNIFICATIONS

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in such cases wherein the Director or Officer is guilty of willful malfeasance or misfeasance; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII

AMENDMENTS

These Covenants may be amended in as many respects as may be desired by submission thereof to a vote at a meeting for the owners after 75% of the Lots are conveyed and after thirty (30) days written notice, stating the intended amendments, upon such amendments receiving two-thirds or more of the votes entitled to be cast by owners present or represented by proxy. Amendments shall be effective upon their recordation in the Clerk's Office of the Circuit Court of Northampton County, Virginia.

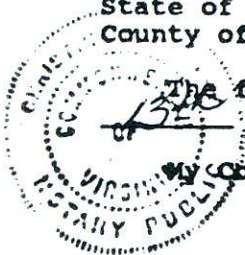
WITNESS the following signature and seal:

PEACEFUL ACRES

Eileen Kirkwood

EILEEN KIRKWOOD
Declarant

State of Virginia
County of Northampton



The foregoing instrument was acknowledged before me this 15th day of July, 1990, by Eileen Kirkwood.

My Commission expires: 10-31-94

Christopher Murphy
Notary Public

WITNESS the following signature and seal:

PEACEFUL ACRES Lot 3

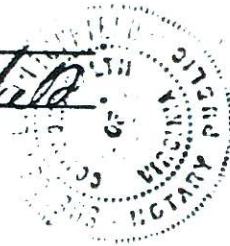
Eileen M. Felice
Eileen M. Felice

~~State of Pennsylvania~~
State of ^{Virginia}
County of ^{Fairfax}

The foregoing instrument was acknowledged before me this 12th day of July, 1990, by Eileen M. Felice.

My commission expires: April 30, 1994

Suellen L. Litchfield
Notary Public
Suellen L. Litchfield



VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Northampton, on July 16, A.D., 1990. This instrument was, with the certificate of acknowledgment thereof, thereto annexed, received by me in my said office this day and admitted to record at 12:20 o'clock, PM/P.M. Taxes imposed by Section 8.1-802 of the Code of Virginia, as amended, have been paid in the amount of \$ — 0 —.

Teste: Clyde E. Gibb, Clerk

By: Mary Felice, Dep. Clerk