

## **DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS SANCTUARY VILLAGE AND SANCTUARY POINTE**

THIS DECLARATION, dated as of August, 17, 2022, by **PLYLER PROPERTIES, INC.**, a Virginia Corporation, hereinafter referred to as "Owner-Developer", recites and provides as follows:

### **RECITALS**

WHEREAS Plyler Properties, Inc. created a subdivision known as Sanctuary Bay, Lots 1 through 28, as shown on that plat prepared by Philip W. Nester, Land Surveyor, dated July 22, 2004 and revised December 21, 2004, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43 at pages 385D, 385E, 385F and 385G ("Sanctuary Bay") and as shown on that "Plat of Lot 28 Sanctuary Bay" prepared by Ronald E. Yount, Land Surveyor, dated September 18, 2008 and recorded in the aforesaid Clerk's Office in Map Book 44, Page 108L; and

WHEREAS Plyler Properties, Inc. did impose upon Sanctuary Bay, for the protection of the lots contained therein such that same could be properly developed, certain restrictions, covenants and conditions known as the Restriction, Covenants and Conditions of Sanctuary Bay recorded in the aforesaid Clerk's Office in Deed Book 1476 at Page 238-245, as amended, by that Amendment to Restrictions, Covenants, and Conditions of Sanctuary Bay recorded in the aforesaid Clerk's Office as Instrument # 110004663; and

WHEREAS Plyler Properties, Inc. still owns lots located within Sanctuary Bay as the "Owner-Developer"; and

WHEREAS pursuant to Paragraph 29 of the aforesaid Declaration for Sanctuary Bay, the "Owner-Developer shall retain the right to change, amend, alter, expand and update the contents of this Declaration or amendments thereto without permission of any party, so long as Owner-Developer owns a lot in Sanctuary Bay. The Owner-Developer specifically reserves the right to add additional properties owned by Owner-Developer to the Sanctuary Bay community, which said property owners when added will become members of the Sanctuary Bay Homeowner's Association. Any amendment or alteration to the declaration shall take effect only after Owner-Developer has recorded an amended Declaration among the Pittsylvania County land records."

WHEREAS Plyler Properties, Inc. has now created two new subdivisions known as Sanctuary Village and Sanctuary Pointe, as shown on that plat titled "Final Plat Showing Sanctuary Village and Sanctuary Pointe" prepared by Cornerstone Land Surveying, Inc., dated June 14, 2022, and recorded in the aforesaid Clerk's Office in Instrument # 220004507; and

WHEREAS, Sanctuary Bay, Sanctuary Village and Sanctuary Pointe are adjacent subdivisions that utilize Sanctuary Bay Drive for access from Smith Mountain Road, Virginia State Route 626; and

WHEREAS, Sanctuary Bay, Sanctuary Village and Sanctuary Pointe, collectively shall be known as "The Sanctuary"; and

WHEREAS, Sanctuary Bay, Sanctuary Village and Sanctuary Pointe will be developed with a general common scheme but each will be separate and distinct subdivisions subject to its own Declaration of Restrictions, Covenants and Conditions providing for different development parameters; and

WHEREAS, each of the said Declarations for Sanctuary Bay, Sanctuary Village and Sanctuary Pointe will provide that the Owner-Developer will create a comprehensive property owners association (hereinafter "The Association") for the management, maintenance and preservation of The Sanctuary being comprised of Sanctuary Bay, Sanctuary Village and Sanctuary Pointe; and

WHEREAS, upon the conveyance of the last lot in Sanctuary Bay, Sanctuary Village and Sanctuary Pointe, the Owner-Developer will convey any common areas, as determined by the Developer, in its sole discretion, for all three subdivisions to the Association and will turn over the Owner-Developer's rights and obligations to the Association as set forth below; and

WHEREAS, The Developer desires to provide for the preservation of the values and amenities in Sanctuary Village / Pointe and for the maintenance of such Common Areas, Common Easements, and facilities, and to this end, desires to subject the Property, the Common Areas, Common Easements, to the restrictions, covenants, easements, charges and liens as hereinafter set forth for the benefit of the Property and each Owner thereof.

### **DECLARATION**

NOW THEREFORE, the undersigned, Plyler Properties, Inc., a Virginia Corporation, does hereby of its own free will, impose for the protection of the lots hereinafter mentioned, in order that the same be properly developed, certain restrictions, covenants, and conditions which shall apply to lots 1 through 20, Sanctuary Village and lots 1 through 35, Sanctuary Pointe shown on the "Final Plat Showing Sanctuary Village and Sanctuary Pointe" prepared by Cornerstone Land Surveying, Inc., dated June 14, 2022, and recorded in the aforesaid Clerk's Office in Instrument # 220004507 which said restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them, and which said restrictions, covenants, and conditions are as follows, to wit:

(1) No construction of any type, including but not limited to, the construction of any building, or any other structure, including, but not limited to, all play sets and play equipment, swing set, fences, walkways, barns, inflatable devices, above or in ground pools, driveways and on waterfront lots any fixed or floating boat dock, shall be erected, placed or altered on any said lot until the proposed building plans, specifications, exterior color and finish, plot plan showing the proposed location of such building, structure, drives and parking area, landscape plan and the construction schedule shall have been submitted to the Owner-Developer and approved in

writing by the Owner-Developer, its successors or assigns. Refusal or approval of said plans, location and/or specifications may be based by the Owner-Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Owner-Developer shall seem sufficient. No alteration in the exterior appearance of any existing building, boat dock, structure or landscaping, and on waterfront lots any fixed or floating boat dock, shall be made without like approval by the Owner-Developer. Any such aforesaid plans and/or specifications shall be prepared by a certified architect or a draftsman approved by the Owner-Developer. Stock plans may be used, but any alterations must be done by a certified architect or a draftsman approved by the Owner-Developer. In the exercise of its authority to grant or deny approval of such plans, the Owner-Developer, taking into consideration the desires of the lot owner, shall determine the exact site of all buildings, other structures and/or boat docks for any waterfront lots at the sole discretion of the Owner-Developer. The written approval of Owner-Developer required by this paragraph shall only be effective for a period of six (6) months from the date of said approval and unless construction is commenced within such six (6) months pursuant to said approval, the approval shall lapse and the lot owner will be required to resubmit a request for approval to Owner-Developer. Silence or failure of the Owner-Developer to inform the lot owner of his approval or rejection of any plans or specifications for any reason shall not constitute a waiver of the Owner-Developer, or its right, to approve said plans and/or specifications.

Developer shall receive a fee of \$750.00 with each plan submitted for construction of a residence, and a fee of \$250.00 with each plan submitted for review of any other proposed construction or modifications, including the construction of any docks appurtenant to the Lot.

(2) Not more than one (1) single family residence shall be erected on any lot; however an accessory guest home may be constructed on lots if approved by Owner-Developer and built at the same time or later as the main home on the lot. Accessory guest homes shall be limited to Lot 8 in Sanctuary Village and Lots 9, 23, 24, 28, and 29, Sanctuary Pointe. The minimum size of any accessory guest home shall be five hundred (500) square feet of livable floor space exclusive of decks, attics, porches, garages, carports, crawl spaces or basements whether finished or unfinished. In Sanctuary Village, each single-family residence shall contain a minimum of fifteen hundred (1500) square feet of livable floor space if it is a one-floor dwelling, or nineteen hundred fifty (1950) square feet of livable floor space if it is a two-floor dwelling, exclusive of decks, attics, porches, garages, carports, crawl spaces or basements whether finished or unfinished. In Sanctuary Pointe, each single-family residence shall contain a minimum of two thousand (2000) square feet of livable floor space if it is a one-floor dwelling, or two thousand five hundred (2500) square feet of livable floor space if it is a two-floor dwelling, exclusive of decks, attics, porches, garages, carports, crawl spaces or basements whether finished or unfinished. Split-level dwelling houses shall be considered as a two-floor dwelling for the purposes of this section. All construction must be completed within one (1) year of commencement of construction. No dwelling shall be occupied until connection has been made to the water system, the sewage system is installed and connection is made thereto and a final Certificate of Occupancy for the dwelling has been issued by the proper issuing authority. During construction, all lots must be maintained in a reasonably neat manner free of construction debris and trash. Contractors and subcontractors shall be required to provide adequate temporary portable toilet facilities for their employees.

(3) Except in necessary construction areas and septic fields, no trees four (4) inches in diameter or larger, measured twenty-four inches from the ground, shall be removed from the property without the approval of the Owner-Developer, its successors or assigns.

(4) Driveways shall be located and constructed as approved by the Owner-Developer. Before construction begins on any lot, a driveway and culvert shall be installed. Driveways shall be installed from the edge of the public road to the construction site and consist of 6" inches of crushed stone. Each lot owner shall be responsible for keeping mud off of all the public roads in Sanctuary Village and Sanctuary Pointe during all construction, and at all other times; failing such, the Owner-Developer may remove such mud or other debris, and charge the offending lot owner for all expenses incurred in doing so. Corrugated metal culvert pipe shall be installed in accordance with the standards of the Virginia Department of Highways and Transportation. Driveways shall be surfaced with asphalt, concrete pavers, black top, or concrete, and be completed within one (1) year of commencement of construction.

(5) The Final Plat Showing Sanctuary Village and Sanctuary Pointe creates thereon stormwater management notes which state the following:

a. Upon transfer of land for the Developer to new owners, new owners are authorized to discharge under the VPDES Construction General Permit ( CGP ) ( Effective Until June 30, 2024 ) and no submission of a registration statement or fees to DEQ is required. New owners are responsible for obtaining any necessary local permits prior to land disturbance.

b. Lot owners must comply with the terms and conditions of the CGP, including the preparation of a SWPPP prior to construction. Developer / Property Owner's Association (POA) will provide lot owners with a residential SWPPP template to be completed by the lot owner and kept on-site during construction. The lot owner shall return a copy of the completed SWPPP to the Developer / Property Owner's Association prior to land disturbance.

c. Lot development must be in conformance with the approved common plan of development, and any other Pittsylvania County requirements including but not limited to the terms and conditions of the agreement in lieu of an erosion and sediment control plan.

d. Stormwater quality compliance is proposed to be met for the entire development, including individual lots, by Developer via dedication of Conserved Open Space and the purchase of nutrient offset credits in accordance with 9VAC25-870-69.B.2. The estimated lot impervious coverage table ( listed on final plat of Sanctuary Village and Sanctuary Pointe ), indicates the maximum allowable impervious area for each individual lot that does not require any additional quality management by the lot owner. Any proposed increase to impervious area beyond the maximum listed, either at the time of initial construction or future improvements, requires a separate stormwater management plan to be reviewed and approved by the Developer or POA's Engineer. Prior to construction, lot owner shall provide a lot site plan to the Developer or Property Owner's Association. Site Plans must include at a minimum; house footprint (SF), driveway

length and width (SF), total driveway area ( SF ), any other hardscape areas (SF), the total impervious area (SF), and locations of drainage swales and pipes, roof downspouts, and level spreaders.

e. Post-construction runoff from the property shall be minimized to the maximum extent practicable and shall be controlled to prevent flooding or erosion damage from occurring on adjacent or downstream properties. Downspout disconnection shall be installed at all roof downspouts, except where they are directed to level spreaders. Runoff from all driveways, sidewalks, or other impervious surfaces must be directed to a level spreader. Runoff from lawns shall be directed as non-erosive sheet flow to undisturbed naturally vegetated areas or to level spreaders. Channel and flood protection requirements (9VAC25-870-66) are proposed to be met by conversion of all concentrated runoff, or runoff with potential to concentrate ( i.e; from driveways ) to sheet flow via downspout disconnection and level spreaders.

f. The Conserved Open Space (COS) areas shown within lots shall be maintained in a Forest/Open Space condition. These areas are to be field located and marked by a qualified party, and protected with safety fence prior to commencement of any adjacent land disturbing activities across the project. The Conserved Open Space areas are not to be disturbed at any time, and are not to be mowed any more than four times a year.

g. It is the responsibility of each individual lot owner to comply with AEP Shoreline Management standards/procedures and the United States Army Corp of Engineers regulations for any construction activity conducted below the 800' contour.

(6) The maximum approved impervious coverage for each lot is listed on the recorded plat and this impervious coverage shall not be exceeded unless an amended stormwater management plan is approved by the authority responsible for the VSMP. Compliance with this restriction is the sole responsibility of the Owner despite any approvals by the Owner-Developer. Within sixty days of completion of any construction approved by the Owner-Developer, the owner shall supply the Owner-Developer an as-built survey showing all improvements located on the lot, including any and all impervious areas, together with the total square footage of the impervious coverage areas.

(7) Mail and newspaper boxes shall be located and constructed in accordance with the plans designated by Owner-Developer. All mail and newspaper boxes in Sanctuary Village and Sanctuary Pointe are to be of an uniform design and color. The Owner-Developer will provide such mail and newspaper boxes for a fee to be determined in the future, or provide specifications so that lot owners may construct their own mail and newspaper boxes. No alterations to uniform mail and newspaper boxes are allowed ( no additional address signs, names, flags, or customization of uniform mail and newspaper boxes ). The address for each property will be included as part of the uniform design of each mail and newspaper box by Owner-Developer.

(8) For all waterfront lots, all boat docks, whether permanent or temporary, fixed or floating, shall be located and constructed in accordance with the plans and specifications as

approved by the Owner-Developer. In determining boat dock sites, the Owner-Developer and waterfront lot owners will attempt to minimize the impact of docks on all other lot owner's views. The final approval of any boat dock design and location shall be at the sole discretion of the Owner-Developer. All waterfront lots shall be permitted to erect one (1) boat dock, unless otherwise approved by the Owner-Developer. Generally, boat docks shall be located within the extension of the side lines of the waterfront lot served by said boat dock, however, where it becomes necessary to reasonably locate a boat dock, the Owner-Developer may approve a location for said boat dock outside of the said extension of the side lot lines. All boat docks shall be located as specified by the Owner-Developer. The design and color of the boat dock must be similar to those of the dwelling and approved by the Owner-Developer. Boat ramps or driveways to the shoreline of Smith Mountain Lake or to any land below the 800-foot contour line shall not be permitted.

(9) At the time construction commences of any building and/or structure on any lot, including but not limited to any type of temporary or permanent boat dock, the owner of said lot shall place into escrow with the Owner-Developer, or the Property Owners Association, if the Owner-Developer has assigned this duty to said Property Owners Association, the sum of \$5,000.00 ("Escrow Deposit"). The Owner-Developer shall be the escrow agent for said Escrow Deposit, but the Owner-Developer shall have no duty to maintain said Escrow Deposit such that said Escrow Deposit earns or otherwise accumulates interest. The purpose of this Escrow Deposit is to ensure each lot's owner's compliance with these covenants, as amended, during construction of any building or structure on his or her lot. As such, at the time of substantial completion of any building or structure on any lot, the Owner-Developer shall inspect said construction to ensure that the owner of the lot in question has complied with and abided by all of these covenants, as amended, both during, at the time of substantial completion of, construction. In the event that the owner of the lot in question, in the sole discretion of the Owner-Developer, has failed to comply with any and/or all of these covenants, as amended, in anyway, the Owner-Developer may take steps to bring the lot in question into compliance with these covenants, as amended, and deduct all costs of doing so from the Escrow Deposit. After construction on the lot is fully complete and the Owner-Developer has determined all construction to be in conformity with these covenants, as amended, the Owner-Developer shall return to the lot owner all remaining monies of the Escrow Deposit.

(10) Solar panel installation is not allowed in Sanctuary Village and Sanctuary Pointe if said solar panels are visible from any road, Smith Mountain Lake, or other lot. Solar roofs ( solar collecting roofing product that does not appear different than other non-solar collecting areas of roofing material ) are allowed, subject to Owner/Developer approval as outlined in item # 1 of this document.

(11) No waterfront or "off water" lot may be subdivided or the boundary lines of same changed without the prior written approval of the Owner-Developer.

(12) All said lots shall be used for single family residential purposes only. No building shall be erected on any lot prior to the erection of the single-family residential dwelling thereon, except in the case of boat docks on waterfront lots. Any other building erected on any lot shall

conform generally in appearance and materials to the single-family residential dwelling on such lot and must be approved by the Owner-Developer prior to the start of construction.

(13) All dwellings and buildings shall be brick, wood (other than log homes which are not permitted) dryvit, cement board or natural stone to grade unless siding is installed within eight (8) inches of grade, in which case stucco may be used between the siding and grade provided such area is rendered invisible from adjacent streets and all other lots by landscaping or other appropriate methods of concealment. Neither manufactured, modular nor log homes shall be permitted. All roofs shall be of a suitable material approved by Owner-Developer pursuant to Paragraph 1 above and shall carry a warranty of 30 years or more. Copper roof accents are encouraged and may be required in areas as determined by Owner-Developer. Standing seam painted metal roofs will be permitted, subject to approval by Owner-Developer, if the entirety of the roof on all structures ( including boat docks ) is standing seam painted metal roof ( painted metal roof accents are not allowed ). All Exterior Vinyl products are prohibited, except those expressly outlined in this paragraph, prohibited products would include but not limited to the following: Vinyl Siding, Vinyl Handrails, Vinyl Soffit or Trim Materials, Vinyl Porch or Boat Dock Ceilings, Etc. The only Exterior Vinyl type product that may be approved are Vinyl clad windows, and certain Vinyl type fencing products, which must be approved by the express written approval of the Owner-Developer. Certain composite and PVC type decking, trim and handrail products may be approved, by the express written approval of the Owner-Developer.

(14) Each lot owner shall be required to make connection with the central water system constructed by the Owner-Developer. The first purchaser shall pay a one-time connection or hook-up fee of TEN THOUSAND DOLLARS (\$10,000.00) , subject to increase in the sole discretion of the Owner-Developer, to Owner-Developer at the time of closing on the lot. This fee includes a system line to the owner's property line and the installation of one (1) water meter upon the creation of an active account for water service with the Developer or its assigns. The owner shall pay the Owner-Developer, or assigns, for water service per gallon used with an estimated minimum charge of FIFTY DOLLARS (\$50.00)/month, said monthly minimum being subject to change. Billing for water service will be on a quarterly or monthly basis. The minimum charge for water service will not commence until the lot owner in question actually makes connection to the water system, but each lot owner shall pay Owner-Developer, or assigns, a ONE HUNDRED \$100/year availability fee until such time that connection is made to the water system. Lot owners may not use the water from the central water system for watering lawns or landscaping, unless Owner-Developer approves such use in writing. Drilling of individual wells on any lot is prohibited unless the well is being used to supply the central water system. Payment of the ONE HUNDRED \$100/year availability fee is the responsibility of the lot owner January 1 of each year, and the cumulative past due availability fees will be paid before water service will be provided to any lot. Each such water availability fee, shall be a lien against the Lot and the personal obligation of the person or persons who were the owner of such property January 1 of each year. The personal obligation for delinquent water availability fees shall, unless paid, pass to the owner's successor(s) in title. No Lots will be permitted to connect to the central water system if there any outstanding water availability fees.

(15) No fence shall be constructed on any lot without consent and approval by the Owner-Developer.

(16) Each lot owner who builds a dwelling upon his lot shall provide off-street parking for four (4) or more vehicles in a driveway or other appropriate area.

(17) The owner of any lot shall provide for any single-family residential dwelling constructed on such lot a septic disposal system constructed in accordance with the specifications of state and county public health officials. Certain lots within Sanctuary Village and Sanctuary Pointe are required by the Pittsylvania County Health Department to have off site septic drain fields served by individual force mains. Owner-Developer will install such force mains and drain fields for each lot that is required to have an off-site septic drain field. The first purchaser of any lot that is serviced by an off-site septic drain field shall pay a one-time connection or hook-up fee of TWENTY THOUSAND DOLLARS (\$20,000.00) to Owner-Developer at the time of closing on the lot.

(18) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations, and even in such cases, no such temporary building shall remain in place more than six (6) months. House trailers or mobile homes may not be parked on any lot for any purpose or for any period of time. No campers, trailers of any type, trucks, buses, work or commercial vehicles, inoperative automobiles or unsightly vehicles of any type or description or outbuildings may be parked, left or abandoned on any lot.

(19) No signs including, real estate sale or rental signs except those expressly permitted by Owner-Developer, billboards, or advertising of any nature shall be erected, placed or maintained on any lot, nor upon any building erected thereon, except directional and informational signs erected by the Owner-Developer, its successors or assigns. Owner-Developer may install real estate sale signs on each lot, during the initial marketing of the community, but after the first sale of each lot has occurred from Owner-Developer to the new owner no further real estate sale signs are to be allowed on that particular lot. Owner-Developer may install appropriate entrance signs for the community.

(20) All fuel storage tanks shall be buried in the ground. Trash and garbage receptacles, air-conditioning compressors, heat pump equipment and all other mechanical equipment shall be screened by fencing or landscaping so as not to be objectionable, as determined solely by the Owner-Developer, its successors or assigns.

(21) No cows, goats, pigs, fowl or pigeons shall be kept upon the premises of any lot, or building thereon, nor shall there be kept upon such premises any animal or pet which causes obnoxious odors, or is dangerous to the health or welfare of other residents in Sanctuary Village / Pointe and no nuisance shall be maintained or permitted on such premises. No lot owner shall have more than five (5) animals living, housed or otherwise present on any said lot at any time.

(22) Camping or use of tents for any purpose shall be prohibited on all lots at all times including land abutting the waterfront lots below the 800-foot contour line. Furthermore, no camping or overnight stays are permitted on boat docks, or on boats docked at said boat docks.



(23) No Satellite dish antenna or other transmission or receiving antenna shall be installed or placed on any lot provided however, that the Owner-Developer in the exercise of its authority under Paragraph 1 above may permit lot owners to install individual satellite dishes or other television antennae as approved by the Owner-Developer. Owner-Developer may refuse to approve any antenna or satellite dish based upon purely aesthetic considerations such as the size or location of the antenna.

(24) When the Owner-Developer herein recites restrictions, covenants, conditions or rights as to any waterfront lot, the same shall also apply to the land adjoining said waterfront lot below the 800-foot contour line. A waterfront lot owner's use of the land below the 800-foot contour line, whether flooded by the waters of Smith Mountain Lake or not shall be limited to the area between the extension of the side lot lines of said waterfront lot owner's lot extending out into the waters of Smith Mountain Lake for a reasonable distance so as not to interfere with the rights or property of other waterfront lot owner's. Except in those instances where the Owner-Developer has approved the location of a waterfront lot owner's boat dock outside of the said area bounded by the extension of the side lot lines of said waterfront lot owner's lot, the waterfront lot owner's right to use said area below the 800-foot contour line shall reasonably extend to the area of that waterfront lot owner's boat dock.

(25) In order to implement effective insect, reptile and woods fire control, the Owner-Developer and its agents have the right to enter upon any lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other growth which in the opinion of the Owner-Developer detracts from the beauty and safety of Sanctuary Village / Pointe. The cost associated with this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the lot. The Owner-Developer and its agents may also enter upon any lot to remove any trash which has collected. Any such entry onto a lot will not occur until thirty (30) days after the owner of the lot has been notified in writing of the need of such work; if owner fails to perform the work described in said notice, the Owner-Developer and its agents will then have the right to enter such lot and perform the work. The provisions of this paragraph do not impose any obligation on the Owner-Developer or its agents to perform mowing, pruning or clearing on any lot as the provisions of this paragraph are discretionary in nature. Entrance upon any lot under the provisions of this paragraph shall not be deemed a trespass, and each lot Owner, by agreeing to purchase a lot within Sanctuary Village / Pointe forever freely and voluntarily waives any and all rights to claim any such trespass.

(26) Each waterfront lot owner shall be responsible for keeping all boats that are parked and/or docked in his boat dock in a neat and orderly fashion. Storage of any boats or boat trailers shall not be permitted on any lot if such boats or trailers are visible from any street, Smith Mountain Lake or other lot, except in the case of areas that may be designated in the future by Owner-Developer as boat/boat trailer storage areas. No campers, trailers, recreational vehicles, boat or personal watercraft trailers or other similar vehicles shall be allowed to be stored on any lot where they are visible from any road, Smith Mountain Lake, or other lot, except in the case of temporary periods not exceeding 48 hours per period which may be required for minor maintenance or cleaning of the boat, personal watercraft or trailer.

(27) All animals must be secured by a leash or lead, or under the control of a person and obedient to that person's command at any time they are permitted off of their owner's lot.

(28) The Owner-Developer reserves unto itself and its successors and assigns, the right to erect and maintain telephone and electric lighting poles, underground service, conduits, sewer, gas, cable systems, water systems and water lines or to grant to others easements of right-of-way therefore, in the road right-of-way and on, over, or under a strip of land fifteen (1) feet wide at any point along the road right-of-way abutting any lot. In addition to the utility and drainage easements indicated on the plat of Sanctuary Village and Sanctuary Pointe, all lot lines are subject to a twenty (20) feet drainage and utility easement, the said lot lines being the center of such easements. Open drainage easements shown on the plat of Sanctuary Village / Pointe shall not be obstructed and may be altered or changed only in accordance with plans prepared by a professional engineer, architect or land surveyor and approved by the Virginia Department of Transportation and the Owner-Developer. The Owner-Developer further reserves the right to designate and reserve other easements and rights-of-way, including sewer lines, water lines, and drain field easements, in addition to those shown on the recorded plat of Sanctuary Village and Sanctuary Pointe prior to the conveyance by the Owner-Developer of any such lot or lots as may be affected by such easement or right-of-way.

(29) In the event of a violation or breach of any of the restrictions contained herein by any lot owner, invitee, guest, tenant, employee or agent of a lot owner, both the Owner-Developer and/or the owner of any lot in Sanctuary Village and Sanctuary Pointe, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Furthermore, the Owner-Developer shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The Owner-Developer shall also have the right, whenever there has been a structure built upon any lot which is in violation of the Covenants, and/or any Amendment thereto, to enter upon such lot where such violation exists and summarily abate or remove the violation at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry by the Owner-Developer shall not be deemed a trespass. The Owner-Developer shall also have any and all rights available to it under any and all laws of the Commonwealth of Virginia, including, but not limited to the Virginia Property Owners Association Act to require any lot owner's compliance with these Covenants. The failure to enforce any rights, reservation, restrictions, or conditions contained herein, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce. Further, a failure on the part of any lot owner to abide by the terms of the Covenants, including all Amendment(s) thereto, shall not in any way excuse any other lot owner from fully complying with all terms and provisions of the Covenants, and all Amendment(s) thereto. Each lot owner hereby knowingly and intentionally waives any and all defenses based upon the arbitrary and/or capricious enforcement of the Covenants, and all Amendment(s) thereto by the Owner-Developer.

(30) Invalidation of any one of these Covenants, including all Amendment(s) thereto, by judgment or Order of a Court of Law shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

(31) Owner-Developer will create a home or property owner's association for The Sanctuary before conveying the last lot in Sanctuary Village and Sanctuary Pointe. The Sanctuary Property Owners Association (hereinafter the Association") shall be for the for the management, maintenance and preservation of The Sanctuary being comprised of Sanctuary Bay, Sanctuary Village and Sanctuary Pointe. Each lot owner of Sanctuary Village and Sanctuary Pointe will be required to be a member of such Association and pay dues as determined by the Board of Directors of the Association. All lot owners shall have voting rights as provided by the corporate documents. The Association shall have the right to establish and collect assessments and by accepting ownership in the subdivision, each lot owner shall be deemed to have agreed to pay the same when and as due. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, cost and reasonable attorney's fees, shall be the personal obligation of the person or persons who were the owner of such property at the time assessment fell due. The personal obligation for delinquent assessments shall, unless paid, pass to the owner's successor(s) in title. A properly perfected lien shall pass with, and encumber, the title of the property. There shall be no obligation on behalf of Owner-Developer to pay assessments on any property owned by said Owner-Developer. If any assessment is not paid in full on that date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection (including attorney's fees) as are hereinafter provided, become a lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation. It shall also become the personal obligation of a successor in title to pay any unpaid assessments and dues outstanding at the time title to an effected property passes or at any time thereafter so long as such person is the owner of the property. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the property. In the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the Court together with the costs of the action. No owner of any lot may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or its property.

The Association will be responsible for maintaining the entrance sign, landscaping around the entrance sign, landscaping and mowing in all public utility easements, and maintaining and paying the electric bills for the street lighting. These costs shall be shared equally between the owners of Sanctuary Bay, Sanctuary Village and Sanctuary Pointe.

The Association shall also be responsible for maintaining the storm water facilities, and the Occupancy and Use Permits with Appalachian Power Company for the stormwater facilities located below the 800' contour line of Smith Mountain Lake. The Association shall also administer the Virginia Stormwater Management Program (VSMP) in each of the three subdivisions. These costs shall be shared equally between the owners of Sanctuary Bay, Sanctuary Village, and Sanctuary Pointe.

The Owner-Developer will maintain the above-mentioned areas as it sees fit until such time that it decides to set up the Association. The Owner-Developer in its sole discretion reserves the right to assign in whole or in part to the Association its rights reserved in these Covenants, to grant approvals or disapprovals, to establish rules and regulations, and all other rights reserved

herein by the Owner-Developer. Following the assignment of such rights, the Association shall assume all of the Owner-Developer's obligations which are incident thereto and the Owner-Developer shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Owner-Developer to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia. The Owner-Developer shall have the ultimate discretion in determining which rights, if any, that it chooses to assign to Association.

(32) The use of any land below the 800-foot contour line and the waters of Smith Mountain Lake shall be at the users' risk and in accordance with all applicable rules, regulations, laws, restrictions and conditions of record or otherwise published by any entity or government agency or body properly exercising jurisdiction as to said area. Owner-Developer shall not be held responsible for any injury or death which occurs below the 800-foot contour line or in the waters of Smith Mountain Lake in Sanctuary Village / Pointe.

(33) No open-air fire shall be started or maintained on any lot including the abutting land below the 800-foot contour line on lots, except in a grill, fireplace, or other suitable enclosure or container designed for the safe housing of man-made fires.

(34) The owner of each lot shall be responsible for the neat and orderly maintenance of such lot, shall provide for sanitary garbage disposal and shall not permit or suffer any garbage, sewage, refuse, waste, or other contaminated matter except normal surface water to be cast, drained or discharged from any such lot into the waters of Smith Mountain Lake. The owner shall trim, prune, and maintain the grass, trees, shrubs, and plantings in a neat and orderly manner upon substantial completion of a residential dwelling house upon said lot. In the event the owner shall fail to comply with the requirements of this paragraph, the Owner-Developer shall, after reasonable written notice to the owner, have the right to enter upon such lot to correct the condition causing a violation of this paragraph and the owner shall be responsible for reimbursing the Owner-Developer for its actual costs in correcting said condition.

(35) Owner-Developer, and so long as the Owner-Developer owns any lot(s) in Sanctuary Bay, Sanctuary Village or Sanctuary Pointe, only the Owner-Developer, shall have the right to change, amend, alter, expand and update the contents of this Declaration, and all Amendment(s) thereto, without the permission of any party, . Any amendment or alteration to the Covenants, and any Amendment(s) thereto shall take effect only after Owner-Developer has recorded said Amendment or alteration among the Pittsylvania County land records. Subsequent to the Owner-Developer surrendering its rights and obligations as Owner-Developer of Sanctuary Bay, Sanctuary Village and Sanctuary Pointe, the contents of this Declaration may be amended upon the vote of at least two-thirds (2/3) of the votes of the membership of The Sanctuary Property Owners Association in accordance with Virginia law at the time of the Amendment.

(36) In the event that the Owner-Developer has to consult with, seek the advice of, or in any other way utilize the services of an attorney concerning any lot's owner's, and /or any invitee, guest, agent and/or employee of any lot's owner's, actual or potential violation of the Covenants, or any Amendment(s) thereto, then the owner of said lot, and any and all successors

and/or assigns in title, which is, or is potentially, in violation of the Covenants shall be responsible, and shall immediately pay to the Owner-Developer, any and all reasonable attorney's fees and costs incurred by the Owner-developer under such circumstances.

(37) All lot owners, and the Association when same is created, of The Sanctuary hereby fully and completely indemnify and hold the Owner-Developer harmless for any and all actions, and all foreseeable consequences thereof, taken by said Owner-Developer concerning the Covenants, and all Amendment(s) thereto.

In TESTIMONY WHEREOF, witness the following signatures of Plyler Properties, Inc. signed by its President, this 17 day of August, 2022.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

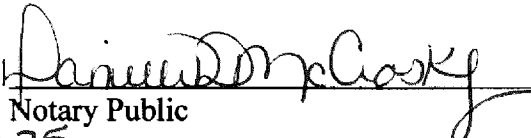
PLYLER PROPERTIES, INC.

By:  (SEAL)  
ERIK L. PLYLER, President

STATE OF VIRGINIA

COUNTY OF FRANKLIN, TO-WIT:

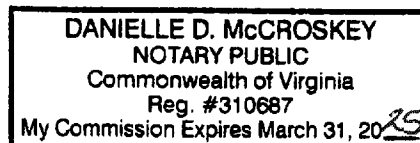
The foregoing instrument was acknowledged before me this 17 day of August, 2022, by ERIK L. PLYLER, President of PLYLER PROPERTIES, INC., on behalf of said corporation.

  
Notary Public

My commission expires: 3/31/2025

Reg. No. 310687

(NOTARY AFFIX SEAL)



INSTRUMENT 220004606  
RECORDED IN THE CLERK'S OFFICE OF  
PITTSYLVANIA COUNTY CIRCUIT ON  
AUGUST 17, 2022 AT 04:02 PM  
MARK W. SCARCE, CLERK  
RECORDED BY: SXA