

AMENDMENT TO DECLARATION OF RESTRICTION, COVENANTS AND CONDITIONS of SANCTUARY BAY

THIS AMENDMENT TO 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 Restriction, 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 Covenants 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 a separate and distinct subdivision 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, prior to or 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 amend the Declaration of Restriction, Covenants and Conditions of Sanctuary Bay to provide for the above stated recitals.

NOW THEREFORE, the undersigned, Plyler Properties, Inc., a Virginia Corporation, does hereby of its own free will, impose for the protection of the 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 and 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 does amend the aforesaid Declaration of Sanctuary Bay as follows:

Paragraph 1 is amended to state as follows:

(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 devises, 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.

Paragraph 5 is amended to state as follows:

(5) 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 Bay 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.

Paragraph 12 is amended to state as follows:

(12) Each waterfront and "off water" 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. Waterfront and "off water" 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.

Paragraph 29 is amended to state as follows:

(29) Owner-Developer will create a home or property owner's association for The Sanctuary before conveying the last lot in Sanctuary Bay, Sanctuary Village, and Sanctuary Pointe. The Sanctuary Property Owners Association (hereinafter the Association") shall be for the management, maintenance and preservation of The Sanctuary being comprised of Sanctuary Bay, Sanctuary Village and Sanctuary Pointe. Each lot owner of Sanctuary Bay, 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 storm water 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.

Paragraph 33 is amended to state as follows:

(33) 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 by upon the vote of at least two-thirds of the votes of the membership of The Sanctuary Property Owners Association in accordance with Virginia law at the time of the Amendment.

Paragraph 35 is amended to state as follows:

(35) 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.

Paragraph 36 is added as follows:


(36) Solar panel installation is not allowed in Sanctuary Bay 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.

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:

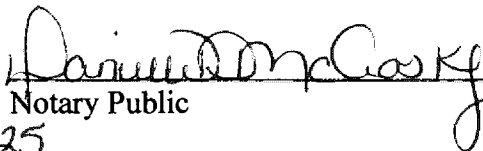
PLYLER PROPERTIES, INC.

By:  (SEAL)
ERIK L. PLYLER, President

STATE OF VIRGINIA

COUNTY OF FRANKLIN, TO-WIT:

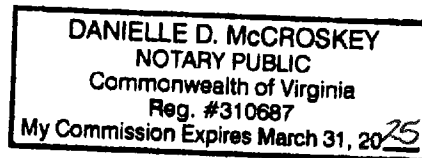
The foregoing instrument was acknowledged before me this 17 day of August, 2022, by ERIK L. PLYLER, President of PLYLER PROPERTIES, INC., on behalf of said corporation.


Notary Public

My commission expires: 3/31/2025

Reg. No. 310687

(NOTARY AFFIX SEAL)



INSTRUMENT 220004605
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