

Tall Pines POA Packet

**Tall Pines Property Owners Association
P.O. Box 1535
Louisa, VA 23093**

**DISCLOSURE PACKET
For Tall Pines
Lot # _____**

The cost of this packet is \$50.00 as determined by the Board of Directors of the Tall Pines Property Owners Association (TPPOA). In accordance with the Virginia Property Owner's Association Act, Section 55-552 et seq., Code of Virginia, the following information is provided for **Tall Pines Lot # _____** herewith:

Association name, state of incorporation, and name and address of the registered agent in Virginia. Tall Pines Property Owners Association, Inc. is incorporated in the State of Virginia. The registered agent is Beverly J. Haney, P.O. Box 129, Spotsylvania C.H., Virginia 22553.

There are no approved Capital Expenditures for the fiscal year of 2009 – 2010.

A statement of all assessments and other mandatory fees or charges currently imposed by the Association applicable to the lot being purchased and to the right of use of common areas and the status of the account.

The current annual dues assessed by **TPPOA** for each lot is **\$210.00** per year, payable by **July 1**, and delinquent after **August 1**. All delinquent annual assessments bear interest at the rate of ten percent (10%) per annum from the date until the paid date.

In May 1998 all lot owners with dues and assessments paid in full were issued two cards per lot to the electric gate for access to the common area. The cost of the two access cards was included in the assessment. At the time of a property sale, the two cards should be provided to the new property owner(s) at the time of property closing. If the cards do not transfer to the new property owner, the card number will be canceled and two new cards will be issued to the new property owner at a cost of \$50.00 per card. The point of contact is Jane Martinache, telephone 703-683-0952.

There are no other mandatory fees or charges currently imposed by the Association that are applicable to the lot being purchased.

In conjunction with Virginia State Law, TPPOA is currently formulating a Capital Reserve Plan.

All lot owners in Tall Pines are required to become members of the **TPPOA** and shall have all rights and privileges to the common area.

Non-payment of dues or assessments shall cause forfeiture of these common area rights. Delinquent dues, assessments and interest must be paid prior to sale of any lot.

As of this date no Annual Dues and Assessments are outstanding for Tall Pines Lot # _____.

A statement whether there is any other entity of facility to which the lot owner may be liable for fees or other charges.

There are no non-government entities, other than the **TPPOA**, that have power to assess fees on any lots in Tall Pines. However, lots are subject to taxes levied by Louisa County.

Statement or summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board of Directors for a specified project.

The present budget projects a \$2,000.00 Emergency Reserve figure. At present, the Board of Directors has designated this reserve for unencumbered.

A copy of the Association's current budget or summary thereof, and a financial statement for the last fiscal year for which such statement is available.

Enclosed find a copy of the Association's Financial Statement Dated March 2010 and it includes the budget for 2009-10 and 2010-11 and actual expenditures as well as the year-end actual for 2008-09.

The Association has no known liabilities other than the responsibility for maintenance and operational cost of the common area grounds and facilities and the Tall Pines entrance sign and surrounding grounds. In the common area the Association is responsible for the maintenance of bulkhead along the waterfront, a boat-launch ramp, docks along both sides of the boat launch ramp, four marker buoys, two gazebos, a gravel access road and gravel parking lots, a volleyball court, a sand beach, a split rail fencing and picnic tables. The Association is also responsible for the maintenance and operational costs related to the electric entrance gate, electric outlets, a coin operated telephone if installed, two area flood lights, a portable toilet, and trash removal.

A statement of the nature of any pending suits or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the lot being purchased.

None known at this time.

A statement setting forth all insurance coverage, including any fidelity bond, maintained by the Association.

Currently, **TPPOA** maintains \$1-million in general liability coverage for all common areas and \$1-million in directors insurance.

A statement as to whether any notice has been given to the seller that all improvement or alteration made to the lot, or uses made of the lot or common area assigned hereto, are in violation of the instruments referred to in subdivisions 2 of this subsection.

As of the date of this statement, no improvements on **Tall Pines Lot # ___** are known to be in violation of any covenant or of any restriction imposed by the Association.

A statement in the attached **TPPOA** Sign Policy, "Signs advertising the property for sale are limited to one per lot meeting the Louisa County regulation for such signs. Two signs shall be allowed for waterfront property, one sign on the lot adjacent to the road and one sign on the waterfront side of the lot.

Copies of the current Declaration, Articles of Incorporation, and Bylaws, which include architectural guidelines and any other rules and regulations promulgated by the Association.

Attached to this statement is a current copy of:

- A. Deed and Dedication, Restrictive Covenants & Easement, Tall Pines Subdivision (“Declaration”), dated May 1, 1955, with Tall Pines Subdivision Amendment to Deed of Dedication, Restrictive Covenants & Easements, dated May 10, 1994.
- B. Articles of Incorporation, dated April 5. Note: A change was approved by the membership on April 18, 1998. That change modifies the number of Board Members from five to seven. This change has been filed with the State of Virginia.
- C. Tall Pines Property Owners Association Bylaws as Amended by Association Members dated July 17, 1999.
- D. TPPOA Sign Policy, approved March 12, 1994.
- E. Statement from the Architectural Committee, undated.
- F. Tall Pines Property Owners Association Bylaws as Amended by Association Members April 24, 2004. Documents a. and b. above are on record in the Louisa County Clerks office.
- G. Marina Use Advisory Agreement and Dock Accessory/Lift Accessory Form.
- H. Boat Slip Configuration and Boat Slip Assignments. Lot is assigned new Slip Number .**
- I. Approved Statement Limiting Boat Size to 24ft.
- J. A certificate that the Property Owners’ Association has filed the annual report required by the Virginia Property Owners’ Association Act, Section 55-556.1 of the Code of Virginia; the certificate shall indicate the registration number and date of registration with the Real Estate Board.
- K. A copy of the certificate of incorporation, dated April 10, 1991, is attached.

All information contained herein is complete and true to the best of my knowledge.

Ann Belair, Treasurer TPPOA

05/13/2010

Date

ARTICLES OF INCORPORATION

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

We hereby associate to form a non-stock, not for profit, corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

(a) The name of the corporation is Tall Pines Property Owners Association, Inc.

(b) The purposes for which the corporation is organized are:

- (I) To promote the collective and individual property and civic interests and rights of all persons or entities who are members of the Association;
- (II) To monitor and enforce as applicable, the Deed of Dedication, Restrictive Covenants and Easements for Tall Pines Subdivision, the By-Laws of the Association, and owner rights and privileges; and
- (III) To manage the funding and provide for the repair/maintenance and snow removal for the common area of Tall Pines Subdivision, and to accept ownership of said common area at the appropriate time;
- (IV) To transact, promote and manage the business of the Association as required by law.

(c) Members.

Every owner of a lot or a fee simple interest in a lot in Tall Pines Subdivision shall be a member of the Association; provided, however, that ownership of a lot in Tall Pines Subdivision shall entitle the owners of the lot, regardless of the number of owners, to only one vote per lot at meetings of the membership; and provided further that where multiple lots are owned by the same owner or owners, said owner or owners shall be entitled to one vote per lot for each lot owned.

(d) The directors of the corporation are to be selected in the following manner: Except for directors herein designated to serve until their successors are elected at the initial meeting of the Property Owners Association, (which initial directors were selected by Tricord, Inc., a Virginia Corporation), the board of Directors shall consist of five (5) members, three (3) members to be appointed by Tricord, Inc. and two (2) members to be appointed by the lot owners all in accordance with the Deed of Dedication, Restrictive Covenants and Easements for Tall Pines Subdivision. The Board of Directors shall also serve as the officers of the corporation. The officers of the corporation shall consist of the President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by more than one person except the person

holding the office of President may hold no other offices. The Board of Directors shall be selected as hereinabove described by Tricord, Inc. and the lot owners of Tall Pines Subdivision at the initial Property Owners Association meeting to be held on or about May 1st, 1991 and every year thereafter. The Board of Directors shall select the officers at said meeting. In the event of vacancies, a person shall be appointed to fill the vacancy by the Board of Directors, which person shall serve until the next members meeting designated for election of Board of Directors (and officers).

(e) The post office address for the initial registered office is: P.O. Box 129, Spotsylvania, Virginia, 22553. The name of the city or county in which the initial registered office is located is the county of Spotsylvania, Virginia. The name of the registered agent is Ronald M. Maupin, who is a resident of Virginia and who is a member of the Virginia State Bar, and whose initial business office is the same as the registered office of the corporation.

(f) The by-laws of the corporation shall be adopted by the members of the corporation.

(g) The number of directors constituting the initial board of directors is three (3) and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
Michael A. Jones	34 Woodland Terrace Fredericksburg, VA 22405
Mitchell B. Seavey	10602 Piney Branch Road Spotsylvania, VA 22553
S. Craig Jones	537 Cumberland Road Fredericksburg, VA 22405

Date: April 5th, 1991

Signature on File
Ronald M. Maupin
INCORPORATOR

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION
OF TALL PINES PROPERTY OWNERS ASSOCIATION, INC.,
A VIRGINIA NON-STOCK CORPORATION

1. On March 7, 1998 in a meeting, the Board of Directors of the corporation found that the following proposed amendment of its Articles of Incorporation was in the best interests of the corporation and directed that it be submitted to a vote of the members having the right to vote on amendments.

The proposed amendment, the purpose of which is to increase the number of members of the Board of Directors, the manner in which members of the Board of Directors are selected, and the term of said Board of Directors, is as follows:

“(d) The directors of the corporation are to be selected in the following manner: The Board of Directors shall consist of seven (7) members, to be elected by the members of the Association at the Association’s annual April meeting, beginning April, 1998. Of the directors elected at said annual April meeting, in April, 1998, four (4) of said directors shall be elected for two (2) year terms, and three (3) of said directors shall be elected for one (1) year terms. Thereafter, in odd numbered years, at said annual meeting, three (3) directors shall be elected for two (2) year terms, and in even numbered years, at said annual meeting, four (4) directors shall be elected for two (2) year terms. All directors must be in good standing of the Association. The directors so elected shall take office upon the conclusion of the meeting at which they are elected. No person shall serve on the Board of Directors for more than four (4) consecutive years, but may serve on the Board of Directors again after one year out of office.

The Board of Directors shall also serve as officers of the corporation as follows: the officers of the Corporation shall consist of the President, Vice President, Treasurer and Secretary, to be elected by the full Board of Directors in accordance with the By-Laws of the corporation. No person shall hold more than one office.

In the event of a vacancy on the Board of Directors (a member having vacated his/her office leaving an unexpired term), the board of Directors shall appoint a new Director to fill the vacancy, which person shall serve until the next meeting designated for election of Directors. Where the vacancy occurs during the first year of a two (2) year term, at the next meeting designated for election of Directors, a successor Director shall be elected by the members of the Association for a one (1) year term only to complete the remaining year for the term of the vacating Director.”

Except as herein provided, the Articles of Incorporation remain in full force and effect in accordance with their terms.

2. On March 12, 1998, being not less than twenty-five days nor more than sixty days before the meeting of the members to act upon the proposed amendment, written notice of the meeting was given personally or by mail to each member entitled to vote on the proposed amendment. The notice stated the place, day and hour of the meeting and the purpose or

purposes of which it was called, was in accordance with the Virginia Nonstock Corporation Act, and was accompanied by a copy of the proposed amendment.

3. On April 18, 1998, a quorum being present, a meeting of the members was held and the proposed amendment was adopted by receiving more than two-thirds of the votes entitled to be cast by members present or represented by proxy at the meeting.

The total number of votes FOR the amendment was 47, said number being sufficient for approval of the amendment.

Executed in the name of the corporation by its President and Secretary who declare under penalties of perjury that the facts stated herein are true.

Date: May 9, 1998

Tall Pines Property Owners Association, Inc.

By: Signature on File
President

And

By: Signature on File
Secretary

**DEED OF DEDICATION
RESTRICTIVE COVENANTS & EASEMENTS
TALL PINES SUBDIVISION**

THIS DEED OF DEDICATION, RESTRICTIVE COVENANTS AND EASEMENTS, (“Declaration”) made this 1st day of May, 1990, by and between Tricord, Inc., a Virginia Corporation and Lavert Woolfolk Family Partnership, a Virginia General Partnership, herein collectively called DECLARANT, witnesseth;

WHEREAS, Lavert Woolfolk Family Partnership has heretofore acquired certain lands located in the Cuckoo District of Louisa County, Virginia, containing 163.44 acres, more or less, including all that land to be dedicated by this Deed of Dedication, Restrictive Covenants and Easements; and,

WHEREAS, the Lavert Woolfolk Family Partnership has caused said property to be subdivided, as is shown on plat of survey of Tall Pines Subdivision Section One made by James H. Bell, Jr., P.C., dated November, 1988, and recorded in the Office of the Clerk of the Circuit Court, Louisa County, Virginia, in Plat File 8, Pages 361, 362-369, a copy of said plat being attached hereto, made a part hereof and as is shown on plat of survey of Tall Pines Subdivision Section Two made by James H. Bell, Jr., P.C., dated April, 1990, and recorded in the aforesaid Clerk’s office in Plat File Pages 370 - 373 , a copy of said plat being attached hereto, made a part hereof and

WHEREAS, Tricord, Inc. is the contract owner of said lands;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises herein to create a uniform general plan of development for the property; and in order to protect the value and desirability of the property and promote the purposes of the Dedication, and according to the wishes and desires of the party hereto, the DECLARANT does hereby dedicate and subdivide the said 163.44 acres as Tall Pines Subdivision, in accordance with the said plat and consistent with the metes and bounds and distances reflected on said plat and

FURTHER, WITNESSETH: That the DECLARANT hereby declares that all of said property described on said plat shall be held, conveyed, leased, used, encumbered, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, and which limitations, restrictions and covenants shall run with the land and be binding on all parties having any right, title or interest in the described land or any part thereof, their successors, and assigns and shall inure to the benefit of each owner of any lot thereof.

1) **Building Type and Land Use:** No structure shall be erected, altered or permitted to remain on any residential building lot other than one detached single-family dwelling, which may include an attached private garage for not more than three automobiles, and/or a separate free-standing additional garage which likewise shall be for not more than three automobiles. Living quarters above such garages may be built provided they are in compliance with the Louisa County ordinance. The single-family dwelling shall be erected with a ground floor of not less than nine hundred (900) square feet, excluding carport, screened porch and garage provided, however, if the dwelling house is an A-frame or two-story dwelling, the first floor must not have less than seven hundred (700) square feet of living area. Once construction of improvements is

started on any lot, the exterior of the improvements, including proper landscaping, must be completed within twelve (12) months from commencement of construction. No exposed concrete block foundations shall be permitted, but all such exposed foundations shall be covered with a veneer of brick or stone or some other material such as siding, etc., or, in the alternative, the same shall be parged and painted to match the trim of said dwelling house.

There shall be allowed a boat dock or docks, a gazebo, and one detached boat house on any residential building lot, provided, however, that such boat house shall not be used for any purpose other than the storing of a boat or boats.

There shall be allowed one (1) utility shed on any residential building lot, provided, however, that such shed shall not be a metal shed, and provided, further, that such shed's exterior must conform to that of the dwelling house.

The dwelling house shall be the first such structure so constructed, with the exception of a boat dock(s), gazebo, or boat house, provided, however, that a garage may be constructed concurrently with the dwelling house.

All structures so constructed or placed on any lot shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any lot. Cinderblock, tarpaper, roll brick siding, or similar materials shall not be exposed on any exterior wall.

No outside toilets shall be constructed on any lot. All plumbing fixtures, dishwasher, toilets and other sewage disposal systems shall be connected to a septic tank or other sewage system to be constructed by the lot owner.

Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on said lot longer than six (6) months.

Notwithstanding anything herein to the contrary, unless specifically restricted by then current Louisa County ordinances, commercially marketed recreational vehicles including self-propelled motor homes, travel trailers, and tent trailers (not home-made or bus conversions) and tents are permitted on lots 25, 26, 32-105 and 108-110 only, for up to five (5) years after original sale and 12 months during construction of a residence house, but in no case longer than six (6) years, provided that said vehicles or camping equipment are occupied and in use. All said vehicles or equipment must be placed at least 60 feet from the front easement line and at least 25 feet from the nearest sideline of the lot.

Any permanent structure erected on any lot shall be situated so as to comply with setback and other requirements of Louisa County.

2) **Fences, Firewood and Clearing:** Except as provided hereinafter, no fences shall be permitted on any residential building lots. Only fences of stone, brick or wood materials shall be constructed on any lot. No fence shall exceed four (4) feet in height. Where a private swimming pool is constructed on any lot, a privacy fence, not to exceed five (5) feet in height, around the perimeter of the pool shall be permitted, unless a greater height is required by state law or regulation, in which case said greater height shall be allowed.

No stacks of firewood stored on any lot shall exceed a height of four (4) feet.

No residential lot shall be cleared of vegetation or otherwise defoliated in such a manner as to decrease the attractiveness of the property.

3) **Land Use:** No lot within the subdivision shall be used except for residential purposes. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted upon any lot. Nothing herein shall be construed to prevent any lot owner from renting or leasing any house constructed upon the lot either on a daily, weekly, monthly or yearly basis.

4) **Utility and Drainage Easements:** Utility easements are hereby reserved along the entire width and length of the roads shown on the aforementioned plat. An additional fifteen (15) feet along all front lot lines and twenty (20) feet along each side lot line and ten (10) feet on each side of said side lot line are hereby reserved for utility and drainage easements, including telephone, electric and such other utilities as may require them. The DECLARANT expressly reserves for the Chesapeake and Potomac Telephone Company of Virginia, the right to construct, operate and maintain, replace and remove a communication system consisting of such buried cables, buried wires, terminals, and location markers as from time to time within said easements may be required, together with the right of ingress and egress over, under and across said easements for the purpose of exercising the rights herein granted, and expressly reserve for Rappahannock Electric Cooperative, its successors in title or assignees, the right to construct, operate, maintain, replace and remove an electrical transmission system consisting of such buried cables, buried wires, terminals, and location markers and other necessary equipment within said easements as from time to time may be required, together with the right of ingress and egress over, under and across said easements for the purpose of exercising the rights herein granted, but nothing herein shall be construed so as to impose upon the DECLARANT the duty to lay, operate and maintain such cables, lines, etc. No structure is to be built on any part of said easement.

In addition, drainage and slope easements are reserved over all lots where appropriate for drainage of surface water for the roadways and other easements within Tall Pines Subdivision.

5) **Upkeep:** Owners of lots in said subdivision, whether said lots be built upon or not, shall keep their lots free of weeds, undergrowth, garbage, and unsightly debris and litter.

6) **Temporary Structures:** No structure of a temporary character, basement, shack, garage, barn or other outbuildings, shall be placed or used upon or on any lot at any time as residence, either temporarily or permanently. This restriction shall be enforceable by the DECLARANT or any other owner of a lot within the subdivision.

7) **Mobile Home:** No mobile homes shall be permitted or allowed on any lot.

8) **Nuisances, Junk Vehicles, etc.:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which maybe or become an annoyance or nuisance to the neighborhood. No trash or garbage shall be permitted to be burned on any lot. This shall not be construed to prevent the DECLARANT or owner of any lot from burning brush on said lot where such burning is used as a means of maintaining the lot free of weeds and brush or cleaning the lot prior to construction.

No trucks or heavy equipment shall be permitted on the streets of the subdivision or in the driveway of any lot or on any lot. This restriction shall not apply to equipment used during the construction of any dwelling house or boat house, nor shall it apply to any properly licensed and operable pickup truck or 4-wheel passenger vehicle of any lot owner.

No unlicensed or inoperable or junk vehicle, truck, etc., nor inoperable or junk boat shall be parked or stored within said subdivision. Unlicensed or junk vehicles shall for the purposes of this restriction be construed as any vehicle that does not bear a current state license plate and inspection sticker and, where required, a current county or city decal. No junk piles or tires shall be permitted to remain on any lot.

9) **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

10) **Livestock and Poultry:** No swine, cows, horses, goats, chickens, roosters, turkeys, geese, ducks, nor any other type of poultry or fowl, and no commercial livestock or poultry project shall be maintained within said subdivision, nor shall any dog pens, kennels or other such projects involving the rearing, handling or care and maintenance of animals in numbers be conducted or maintained within this subdivision.

Owners shall be permitted to bring domestic pets, such as dogs and cats, to the lots. Notwithstanding the restrictions of paragraph 1 above, each lot owner shall be entitled to construct a doghouse, for the housing of no more than two dogs, on any lot. No such domestic pets shall be allowed to remain within the subdivision, except during such time or times as the owner of the lot is present, or the pets are otherwise provided for.

11) **Signs:** No signs of any kind shall be displayed to the public view on any lot except one sign, meeting the Louisa County regulations for such signs, advertising the property for sale. Provided, however, that on a waterfront lot, if permitted by the Louisa County regulations then in effect, two such signs advertising the property for sale shall be allowed at any one time, one sign on the lot adjacent to the adjoining road, and one sign on the waterfront side of said lot.

This paragraph shall not apply to the DECLARANT, except that no sign shall be placed or erected in violation of then current Louisa County Ordinance.

12) **School Bus and Mail Service:** All streets within the subdivision, as long as they are maintained as private roads, cannot be provided with school bus service nor mail service.

13) **Driveway and Parking:** No driveway shall be constructed on any lot in such a manner as to obstruct or interfere with the normal drainage of the adjacent street or adjacent lots, nor shall any lot owner allow dirt or other solid material to wash from his lot. All driveways and roads located on any lot within Tall Pines Subdivision must be properly drained and covered with a commercial aggregate base or a more resistant surfacing material with a minimum of three (3) inches in depth. A culvert pipe shall be installed at or before the time of construction of the driveway, of a length, diameter and material required by the Virginia Department of Transportation for the particular point of intersection with the roads within Tall Pines Subdivision, or other public road, to allow proper drainage and said installation shall meet all Department of Transportation specifications. The lot owner is responsible that any mud or debris, which is left on the roadway as a result of the construction of his driveway and/or traffic to his building site is removed immediately from the roadway.

Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in Tall Pines Subdivision. No vehicles weighing in excess of 7,500 pounds gross vehicle weight shall be parked on any residential lot, other than commercial vehicles used by persons furnishing necessary services to the owner of such residential lot.

14) **Construction Driveway:** No building, grading, or clearing for a structure shall be commenced on any lot until a crushed rock or gravel driveway has been installed for a distance of at least fifty (50) feet into said lot and maintained so as to prevent the depositing or accumulating of mud, dirt, rock, or debris upon the streets and roads of the subdivision. All access to any lot during construction shall be strictly limited to the crushed rock driveway. Any such building, grading or clearing commenced prior to the date of the execution of these covenants shall not be deemed in violation of the same.

15) **Cleated Equipment:** No cleated equipment shall be driven on any subdivision right-of-way or public roadway after the laying of asphalt on said street.

16) **Road Damage:** Until the acceptance by the Virginia Department of Transportation of the subdivision roads into the State System, the cost to repair any damage to the grading and asphalt of the subdivision roads, their drainage systems, or siltation and erosion control system caused by the work of an owner, his agents, employees, invitees, and guests on such owner's lot shall be paid to DECLARANT by the owner responsible for such damage and may be collectible, by legal proceedings, together with interest, court costs, and reasonable attorney's fees, from such owner if not paid upon demand.

17) **Roads and Common Property:** There is hereby dedicated a non-exclusive easement, for use by the owners of lots in Tall Pines Subdivision, of the common property and facilities attached thereto. All lot owners shall be entitled to the reasonable use and enjoyment of said easements subject to the condition that the lot owner shall be jointly responsible for the maintenance, upkeep, and repair of same, as provided for below with respect to the Tall Pines Property Owners Association.

All roads or roadways within Tall Pines Subdivision shall be public roads (except those roadways within the common area easement) to be included in the Virginia Department of Transportation Secondary Highway System for ownership and maintenance. The DECLARANT shall be responsible for construction of said road or roadways in accordance with the Subdivision Street requirements of the Virginia Department of Transportation and shall take such actions as are necessary to insure that said roadways are accepted into the Virginia Department of Transportation State Secondary Highway System as subdivision streets for ownership and maintenance, including but not limited to, the posting of any necessary bonds, letters of credit, or the like, with the County of Louisa or the Commonwealth of Virginia. Notwithstanding anything to the contrary contained in the original Deed of Dedication, Restriction and Easement, no lot owner (other than the DECLARANT) shall bear any liability for the expense or responsibility of maintaining the roads within Tall Pines Subdivision, nor the expense or responsibility for the development of said roads or roadways in full compliance with the Virginia Department of Transportation subdivision street requirements for admission into the State Secondary Highway System.

18) **Property Owners Association.** The DECLARANT shall form a Property Owners Association no later than October 1, 1990. At the formation of the Property Owners Association the DECLARANT shall convey by deed all rights to the common area including the water, rights to the Property Owners Association. Said conveyance shall not be deemed to include the boat slips constructed by DECLARANT, which boat slips the DECLARANT reserves the right to assign to lot owners within Tall Pines Subdivision as DECLARANT deems appropriate. Each lot owner within Tall Pines Subdivision shall have the right to use the common area provided that the lot owner is a member of the Property Owners Association and is a member in good standing with the Property Owners Association. It shall be a non-stock, not for profit corporation organized under the laws of the Commonwealth of Virginia. Each owner of any lot by acceptance of a deed therefore agrees to become a member of the Tall Pines Property Owners Association (TPPOA) and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the TPPOA annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each assessment is made. Each such assessment and costs shall also be the personal obligation of the person who was the owner of such property when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The annual assessments shall be One Hundred and No/100 Dollars (\$100.00) per annum, unless and until changed by the TPPOA in accordance with its bylaws. The annual assessments shall be for the one year period beginning each October 1st and ending each September 31st (hereinafter "fiscal year"). The TPPOA shall forward statements of annual assessments due for the upcoming fiscal year on or before September 1st to each lot owner. The annual assessments due for the upcoming fiscal year shall be due and payable on or before November 1st. All

delinquent annual assessments shall bear interest at the rate of ten per cent (10%) per annum from the due date until the date paid. The DECLARANT shall not be required to pay any annual assessments for lots, which the DECLARANT is holding for sale or, resale for a period of five (5) years from the date of the formation of the Property Owners Association. At the time of the sale of a lot by DECLARANT, the purchaser thereof shall be liable for his/her pro-rata share of the annual assessments due for the then current fiscal year, from the date of conveyance until September 31st.

The lien of the assessments provided for herein shall be subordinate to the lien of any first lien deed of trust on any lot. Sale or transfer of any lot shall not affect the assessed lien. However, the sale or transfer of any lot pursuant to a first lien deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Association dues shall be used for maintenance and improvement of common areas and such other projects or improvements that the Property Owners Association deems advisable. The Property Owners Association shall not make, or cause to be made, any capital improvements at the expense of the association, unless said improvements are approved by a majority of the members of the association other than the DECLARANT.

From the date of incorporation of the TPPOA and continuing for a period of five (5) years thereafter, the Board of Directors of the TPPOA shall consist of five (5) members, three (3) to be appointed by the DECLARANT, and two (2) to be appointed by the lot owners. At the end of said five (5) year, period, all members of the Board of Directors shall be appointed by the lot owners or as otherwise set forth in the bylaws of the TPPOA. Notwithstanding anything to the contrary contained herein, at such time as the DECLARANT no longer holds any lots within Tall Pines for sale or, resale, the DECLARANT shall no longer be entitled to appoint any members to the Board of Directors of the TPPOA.

19) **Common Area:** The common area or "Lake Access" area set forth on the aforementioned plat of Tall Pines Subdivision shall be used exclusively by the owners and guests of the lots shown on said plat and shall at the appropriate time be deeded to the Tall Pines Subdivision Property Owners Association.

20) **Mineral Rights:** No owner of any lot in Tall Pines Subdivision shall permit, or convey an easement, etc., or in anywise give anyone the right to enter upon any lot in said subdivision for the exploration for or extraction of minerals, gas, oil, and any similar materials without the previous unanimous written consent of all lot owners within the subdivision, the holder or holders of any not and/or deed of trust encumbering any lot within the subdivision, and the DECLARANT, in the event that the DECLARANT owns any lots in said subdivision at the time such consent is sought by any lot owner.

21) **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming title to any lot in said subdivision, for a period of thirty (30) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners (the DECLARANT or subsequent owners) of four-fifths (4/5) of the lots within the subdivision has been recorded, agreeing to change these covenants in whole or in part with the exception of restrictions and covenants contained in paragraphs 3, 4 and 20 herein, which restrictions and covenants shall be in perpetuity,

22) **Amendment:** At any time during the period of thirty (30) years from the date hereof, the owners (the DECLARANT or subsequent owners) of four-fifths (4/5) of the lots within the subdivision shall have the power to amend these covenants, paragraphs 3, 4 and 20 excluded, and any right, privilege or reservation in favor of the DECLARANT also excluded, in any way by duly recorded instrument in writing. Provided,

however, DECLARANT, for so long as they own, jointly and/or severally, ten percent (10%) of the lots within the subdivision, reserve the right to grant, by appropriate written instrument, exceptions to the restrictive covenants herein contained when the topography of any particular lot indicates the need therefore, and to veto any amendment. hereto by said lot owners as set forth hereinabove.

23) **Mutuality of Benefit:** The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of the DECLARANT and each and every lot in Tall Pines Subdivision, and are intended to create mutual, equitable servitudes upon each said lot in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each said lot, operate as covenants running with the land for the benefit of each and all other lots within the subdivision and their respective owners.

24) **Enforcement:** In the event of a violation or breach of any of the covenants and restrictions set forth herein by any property owner or agent, the owners of lots in the Tall Pines Subdivision, or any of them, jointly or severally, and the DECLARANT and the Tall Pines Subdivision Property Owners Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event.

The failure to enforce or exercise any right, restriction, reservation or condition contained in this deed of dedication, however long continued, shall not be deemed a waiver of the rights to do so thereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent the DECLARANT from placing further restrictions or easements on any lot in the Tall Pines Subdivision on which a valid sales contract, has not been executed.

The Grantee of any lot subject to the coverage of this deed of dedication, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from DECLARANT or a subsequent owner of such lot, shall for himself and his successors and assigns, accept such deed or contract upon and shall be subject to each and all of these restrictions and the agreements herein contained.

25) **Invalidation:** Invalidation of any one of the covenants contained herein by judgment or court order shall in no way affect any of the other provisions but such other, provisions shall remain in full force and effect.

26) **Identity of DECLARANT:** Whenever the term "DECLARANT" is used in this deed of dedication the same shall mean Lavert Woolfolk Family Partnership, a Virginia General Partnership (owner), and Tricord, Inc., a Virginia Corporation (contract owner) and any entity or person(s) which succeed to the interest of the DECLARANT (by means of a bulk sale, transfer, devise or the like) of substantially all of DECLARANT'S interest in unsold lots in Tall Pines Subdivision.

27) **Purchaser's Acceptance:** The purchaser(s) of any lot within Tall Pines Subdivision agree to keep, observe, comply with and perform all covenants and agreements contained in this deed of dedication. This acceptance includes and applies to the purchaser(s), his heirs, personal representatives, successors and assigns.

28) **Ordinances:** All covenants, restrictions and permitted uses hereunder are subject to such lawful limitations as may be imposed by the ordinances of the County of Louisa, Virginia, and the laws and regulations of the Commonwealth of Virginia.

29) **Applicability:** These restrictions shall apply to the subdivided lots and appurtenances thereto, as shown on said plat, and these restrictions are specifically excluded from application to other lands now or in the future owned by the DECLARANT, except as herein specified.

30) **Miscellaneous:** The captions preceding the various paragraphs of this deed of dedication are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this deed of dedication. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken or mean to apply to the feminine or to the neuter.

WITNESS the following signatures and seals: Lavert Woolfolk Family Partnership

by _____ (Seal)
Anderson Lavert Woolfolk, Jr., Managing General Partner

Tricord, Inc.
by _____ (Seal)
Michael. A. Jones, President

COUNTY/CITY OF Louisa to wit:

I, Joyce A. Hall, Notary Public in and for the County and State aforesaid, do hereby certify that Anderson Lavert Woolfolk, Jr., as Managing General Partner of the Lavert Family Partnership, whose name is signed to the foregoing Deed of Dedication, Restrictive Covenants and Easements, bearing date of May 1, 1990 has acknowledged the same before me in the County and State aforesaid.

Given under my hand this 2nd day of May, 1990.

Joyce A. Hall, Notary Public, My Commission Expires: May 18, 1992

Recorded in Book 380 pages 240 - 250,
County of Louisa, Virginia

**TALL PINES SUBDIVISION
AMENDMENT TO DEED OF DEDICATION, RESTRICTIVE
COVENANTS AND EASEMENTS**

THIS AMENDMENT TO DEED OF DEDICATION, RESTRICTIVE COVENANTS AND EASEMENTS, made and entered into this 10th day of May, 1994, by TALL PINES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock corporation, on behalf of all property owners within Tall Pines Subdivision.

WHEREAS, Tricord, Inc., a Virginia corporation, has heretofore executed a Deed of Dedication, Restrictive Covenants and Easements, for Tall Pines Subdivision, Cuckoo District, Louisa County, Virginia, hereinafter "Deed of Dedication", and which instrument was heretofore recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 380, Page 240, and Plat of Subdivision dated April 1990, recorded in Plat Book 8, Pages 370 through 373, in the aforesaid Clerk's Office, showing Tall Pines Subdivision; and

WHEREAS, said Deed of Dedication in Section 22 thereof, provides that at any time during the period of 30 years from the date of the aforesaid Deed of Dedication the owners of 4/5ths of the lots within the subdivision shall have the power to amend the covenants, Paragraphs 3, 4 and 20 excluded, and any right, privilege or reservation in favor of Tricord, Inc., also excluded, in any way by duly recorded instrument in writing; and

WHEREAS, the Association has proposed to amend Paragraphs 11 and 18 of the aforesaid Deed of Dedication; and

WHEREAS, at a duly called meeting of the Association, the amendments hereinafter described have been approved by more than 4/5ths of the owners of lots within Tall Pines Subdivision by duly recorded vote among the records of the homeowners association.

NOW, THEREFORE, WITNESSETH: That in accordance with the provisions of Section 22 of the Deed of Dedication, Restrictive Covenants and Easements, dated May 1, 1990, and recorded in the aforesaid Clerk's Office in Deed Book 380, Page 240, and the reservations therein contained in said Deed of Dedication, Tall Pines Property Owners Association, a Virginia non-stock corporation, on behalf of the lot owners within Tall Pines Subdivision, upon approval by more than 4/5ths of said lot owners by duly recorded vote at a duly called meeting of the Association, hereby amends Sections 11 and 18 of said Deed of Dedication, to read as follows (amended language is under-scored):

11) **Signs:** The control of the posting of signs is delegated to the Board of Directors. Such signs shall not detract from the beauty and atmosphere of the community.

This paragraph shall not apply to the DECLARANT, except that no sign shall be placed or erected in violation of then current Louisa County ordinance.

18) **Property Owners Association:** The DECLARANT shall form a Property Owners Association no later than October 1, 1990. At the formation of the Property Owners Association the DECLARANT shall convey by deed all rights to the common area including the water rights to the Property Owners Association. Said conveyance shall not be deemed to include the boat slips constructed by DECLARANT, which boat slips the DECLARANT reserves the right to assign to lot owners within Tall Pines Subdivision as DECLARANT deems appropriate. Each lot owner within Tall Pines Subdivision shall have the right to use the common area provided that the lot owner is a member of the Property Owners Association and is a member in good standing with the Property Owners Association. It shall be a non-stock, not for profit corporation organized under the laws of the Commonwealth of Virginia. Each owner of any lot by acceptance

of a deed therefore agrees to become a member of the Tall Pines Property Owners Association (TPPOA) and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the TPPOA annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each assessment is made. Each such assessment and costs shall also be the personal obligation of the person who was the owner of such property when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The annual assessments shall be One Hundred and no/100 Dollars (\$100.00) per annum, unless and until changed by the TPPOA in accordance with its bylaws. The annual assessments shall be for the one year period beginning each July 1st and ending each June 30th (hereinafter "fiscal year"). The TPPOA shall forward statements of annual assessments due for the upcoming fiscal year on or before May 1st to each lot owner. The annual assessments due for the upcoming physical year shall be due and payable on or before July 1st. All delinquent annual assessments shall bear interest at the rate of ten per cent (10%) per annum from the due date until the date paid. The DECLARANT shall not be required to pay any annual assessments for lots which the DECLARANT is holding for sale or resale for a period of five (5) years from the date of the formation of the Property Owners Association. At the time of the sale of a lot by DECLARANT, the purchaser thereof shall be liable for his/her pro-rata share of the annual assessments due for the then current fiscal year, from the date of conveyance until June 30th.

The lien of the assessments provided for herein shall be subordinate to the lien of any first lien deed of trust on any lot. Sale or transfer of any lot shall not affect the assessed lien. However, the sale or transfer of any lot pursuant to a first lien deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Association dues shall be used for maintenance and improvement of common areas and such other projects or improvements that the Property Owners Association deems advisable. The Property Owners Association shall not make, or cause to be made, any capital improvements, at the expense of the Association, unless said improvements are approved by a majority of the members of the Association other than the DECLARANT.

From the date of incorporation of the TPPOA and continuing for a period of five (5) years thereafter, the Board of Directors of the TPPOA shall consist of five (5) members, three (3) to be appointed by the DECLARANT, and two (2) to be appointed by the lot owners. At the end of said five (5) year period, all members of the Board of Directors shall be appointed by the lot owners or as otherwise set forth in the bylaws of the TPPOA. Notwithstanding, anything to the contrary contained herein, at such time as the DECLARANT no longer holds any lots within Tall Pines for sale or resale, the DECLARANT shall no longer be entitled to appoint any members to the Board of Directors of the TPPOA.

EXCEPT AS HEREINABOVE SET FORTH, the aforesaid Deed Dedication, Restrictive Covenants and Easements, shall remain in full force and effect.

WITNESS the following signatures and seals:

TALL PINES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock Corporation

By: P. Edward Koppelman
President

Attest: Irene O'Quinn, Secretary

Recorded in Book 468, pages 270 - 280,
County of Louisa, Virginia

TALL PINES PROPERTY OWNERS ASSOCIATION

BY-LAWS

*As amended by Association Members
and formally accepted by the Board of Directors
on July 17, 1999*

Article I – Name

The Name of the Association shall be the Tall Pines Property Owners Association, hereinafter referred to as the Association or TPPOA.

Article II – Scope

1. Any matter not covered by these by-laws shall be governed by the laws of the Commonwealth of Virginia as may be applicable to a non-profit membership corporation, or as to any matters not covered by law, Robert's Rules of Order shall apply.
2. In case of any conflict between the Articles of Incorporation and these by-laws, the Articles shall control; and in the case of any conflict between the Declaration (Restrictive Covenants) and these by-laws, the Declaration shall control.
3. Notwithstanding anything to the contrary here contained, the Association, the Board of Directors, all officers, and agents or employees shall at all times comply with the provisions of the Virginia Property Owners Association Act, Section 55-508, et seq., of the Code of Virginia, 1950, as amended, and any provisions herein that is contrary to said Act shall be deemed amended so that the same complies with the provisions of said Act.

Article III – Purpose

1. To promote and encourage the health, safety, security, and protection of environment of all persons or entities who are members of the association.
2. To maintain the common areas of the Association.
3. To administer and enforce compliance with all of the Protective Covenants and Restrictions and By-Laws as they pertain to the Property Owners.
4. To promote and maintain recreational facilities for the use of the members.
5. Any other purpose set forth in the Articles of Incorporation or the Protective and Restrictive Covenants of Tall Pines.

Article IV – Organization

The Association is not organized for profit, and no part of any net earnings shall inure to the benefit of any member, individual or political organization, but will be for the benefit and interest of the Association and to promote its purposes.

Article V – Membership

The membership of the Association shall consist of two classes of members, being regular members and associate members, according to their status of residency in the community as set forth below:

1. Regular Members. Every person, firm, Association or Corporation who is an owner of record of any lot situated in Tall Pines Subdivision shall be a regular member of the Association except that such owner of record may delegate his rights to the membership to an associate member as described herein below. Hereinafter, the word member when used in these By-Laws, shall mean “Regular Member”, except in Paragraph 2 following.
2. Associate Members. Any person or entity, who is a tenant resident, lessee or contract purchaser of any lot in Tall Pines Subdivision shall be an associate member of the Association and shall be responsible for following all said rules and regulations of the Association. The owners of record of such lot may delegate his or her right to the membership in the Association, in writing, to the said tenant resident, lessee or contract purchaser. The Regular Member must send an information copy of such delegation to the Association.
3. Suspension of Membership. During any period in which a member fails to pay any dues, fees or assessments approved by the Association, the voting rights of such member and privileges to use any recreational facilities owned by the Association may be suspended by the Board of Directors until such dues, fees or assessments have been paid in full. Loss of privileges to vote and use of recreational facilities does not preclude the continued obligation to pay all approved annual dues, special assessments and fees. The Association shall enforce liens for assessments.

Article VI – Board of Directors

The number and terms of the Board of Directors shall be in compliance with the Articles of Incorporations.

Article VII – Election of Directors

1. Nominations for election to the Board of Directors shall be made by an appointed committee. Nominations shall also be accepted from the floor at the April

membership meeting. All nominees for the office of Director must agree to serve before their name can be put before the membership for election.

2. Election to the Board of Directors shall be by written ballot cast by the members or proxies at the April meeting.
3. Members shall be entitled to cast one vote for each lot owned, provided the dues, fees and assessments for those lots are not delinquent. When a lot is owned by more than one person, or entity, it shall be the responsibility of the owners and proxies to decide between themselves how that one vote shall be cast. No fractional votes shall be allowed.
4. Effective with the April 1999 election of Directors no person shall serve on the Board of Directors for more than four (4) consecutive years, but following any such service may serve on the Board of Directors thereafter after one year out of office.

Article VIII – Meetings of Directors

1. The regular meetings of the Board of Directors shall be held at such places within the State of Virginia, and at such date and hours as may be fixed from time to time by resolution of the Board; and there shall be a minimum of two meetings per year, with each meeting held a minimum of two weeks prior to the April and October membership meetings to discuss items for the meeting.
2. Notwithstanding the provisions of Section 1 herein above, and in addition to the same, an additional regular meeting of the Board of Directors shall be held within two (2) weeks after the membership meeting at which elections of Board members are held. In the event that the meeting for election of Officers is not held immediately following the membership meeting at which new Directors are elected, said Directors shall determine at such time the date of the meeting for election of Officers within the time frames herein provided. The Board of Directors shall notify the members of the Association of the results of the elections for Officers within one month of said election.
3. Special meetings of the Board of Directors shall be held when called by the President, or by any two Directors, after not less than five days notice to each Director. Directors may waive the five day notice if ALL Directors agree in writing.
4. Four Directors (present or by teleconference) shall constitute a quorum for the transaction of business. Every act or decision agreed to by a majority of the Directors present at a duly convened meeting, but in no event less than three (3) Directors present at a duly convened meeting, shall be regarded as an act of the Board.
5. Any members of the Association shall have the right to attend all meetings of the Board of Directors and to present to the Board such matters as they feel should come to the attention of the Board.

6. If a Director is absent for three consecutive convened meetings of the Board, then the remaining Directors may declare the position vacant, and appoint another member to fill the vacancy until the next regular election of Directors.

Article IX – Duties of the Board of Directors

1. Oversee the administration of the Association by the Officers.
2. Develop long range plans and goals of the Association to be presented to the membership.
3. To adopt and publish the rules and regulations governing the use of any common areas or recreational facilities which may be hereafter owned by the Association.
4. To cause to be kept a complete record of all of the acts and corporate affairs and to present a statement thereof to the members at the April and October Association meetings, or at any special meetings when such statement is requested in writing by one-fourth of the members of the Association.
5. To perform such other related duties as may be necessary to conduct the business affairs of the Association.
6. Any officer, or Director, may be removed from office for failure to discharge his or her duties or responsibilities in the best interests of the Association upon a unanimous vote of all other remaining members on the Board, and upon such removal said office shall be deemed vacant, and such vacancy shall be filled in the manner described in the Articles of Incorporation and amendments thereto.
7. A vacancy in any office shall be filled by appointment of the Board of Directors upon receipt of the resignation of the vacating Officer, or Director, or upon any vacancy being otherwise deemed to have occurred under these By-Laws.
8. The Board of Directors shall appoint Committees (in addition to those listed in Article XII of the By-Laws) from time to time, as may be needed to fulfill the purpose of the Association.
9. The Board of Directors shall endorse the annual budget presented by the Officers of the Association.
10. The Board of Directors shall be responsible for taking action to obtain compliance with the Protective and Restrictive Covenants.
11. The Board of Directors shall have all other duties imposed by the Articles of Incorporation, the Protective and Restrictive Covenants, or applicable law.

Article X – Officers of the Association

1. The Officers of the Association are to be elected by the Board of Directors at such meeting as herein described. Only serving Directors may be elected as Officers. The Officers to be elected by the Board shall be a President, a Vice President, a Treasurer and a Secretary, all of whom while holding office shall be members of the Association. A person may hold more than one office.
2. The Officers carry out the business of the Association as directed by the Board of Directors and as identified in the budget.
3. Election of the Officers shall be by oral or written ballot cast by the Directors at the meeting called for election of Officers as aforesaid.
4. The Officers of the Association shall take office upon conclusion of the meeting at which they are elected, and shall serve until election of Directors the following year are held.

Article XI – Duties of the Officers

1. The Officers shall carry out the affairs of the Association within the confines of the budget. If discretionary funds identified in the budget are not sufficient, then a special vote shall go before the membership for any additional monies.
2. The Duties of the President shall be as follows:
 - a. Preside at all meetings. In the event the President is absent, then the Vice President shall preside.
 - b. See that all orders and resolutions of the Board of Directors are carried out.
 - c. Sign all written instruments except checks. The President may sign checks in the absence of the Treasurer and co-sign all checks over and above the amount determined by the Board of Directors or the amount determined by the budget on behalf of the Association.
 - d. Act as liaison between the Officers and all appointed Committees.
 - e. Review all potential violations of the Protective and Restrictive Covenants and shall attempt to obtain compliance with the Protective and Restrictive Covenants. If the President can not obtain compliance, he or she shall report to the Board of Directors.
 - f. Assign permits and prevent conflicts in the use of the Association's gazebos and common area.

- g. Hold a key to the bulletin board in the common area.
 - h. Serve as the general managerial officer of the Association according to the terms and conditions of these By-Laws and the Protective and Restrictive Covenants.
3. The duties of the Vice President shall be as follows:
- a. Where the President is absent at any meeting, to preside at said meeting.
 - b. Have all of the authority and duties vested in the President in the absence of the President, or in the event of the President's inability or refusal to fulfill the duties of President.
 - c. Serve as liaison with the local utility companies.
4. The duties of the Treasurer shall be as follows:
- a. Receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors.
 - b. Have the power to sign all checks of the Association and co-sign checks over the designated amount (as set by the Board of Directors or determined by the budget) with the President or Vice President.
 - c. Keep proper books of account and cause an annual review of the Association books to be made by the audit committee.
 - d. Submit to the Board of Directors, a balanced annual budget separately for operations and capital expenditures.
 - e. Recommend to the board of Directors the amount of dues or other sources of funding and a Statement of Income and Expenditures for endorsement, the annual budget endorsed by the Board of Directors shall then be submitted to the membership for approval or amendment not less than 10 days before the April meeting of the Association. Approval shall be by simple majority of members and proxies who are in attendance at the April meeting. The Board of Directors may require the Treasurer to be bonded for such amount and under such conditions as determined by resolution of the Board of Directors.
 - f. Present a report on the status of the budget at the October meeting of the membership and at each meeting of the Board of Directors.
 - g. Prepare and verify by oath such liens for delinquent assessments as permitted by Section 55-516 of the Code of Virginia, 1950, as amended, and to further take such actions as necessary to perfect said liens in accordance with Section 55-516.

5. The duties of the Secretary shall be as follows:
 - a. Record all votes.
 - b. Take and maintain the minutes of the Board of Directors and Association meetings.
 - c. Keep the Corporate Seal of the Association and affix it upon all papers requiring said Seal.
 - d. To prepare or cause to be prepared the disclosure packet required by Section 55-511, et seq., of the Code of Virginia, 1950, as amended.
 - e. Serve notice of all meetings and other notices required under the By-Laws and provide copies of the minutes to members upon request.
 - f. Maintain the current membership.
 - g. Maintain custody of the mailbox key in order to receive the Association's mail and disburse the Association's mail to the proper addressee. The Secretary shall also designate an alternate to maintain custody of the second mailbox key and make arrangements to pick up and process the Association's mail in the absence of the Secretary.
 - h. Maintain a log of all incoming and outgoing correspondence.
 - i. Perform such other duties as may be required.

Article XII – Committees

The following committees shall be appointed on a continuing basis, shall have a minimum of three persons on the committee and shall report to the President of the Association:

1. Architectural Control Committee whose function shall be to review all plans for buildings and improvements in accordance with the Protective Covenants and Restrictions of Tall Pines Subdivision; shall be responsible for reporting potential violations of all Protective Covenants and Restrictions to the President of the Association; and shall ensure environmental control including erosion.

Members shall submit copy of plans to Architectural Committee (same plans as submitted for building permit approval).

Architectural Control Committee shall have not more than thirty (30) days to analyze all plans. Recommendations shall then be made to the President of the Association and he/she has final approval if action is to be brought against a lot owner.

2. Nominating Committee whose function shall be to solicit and recommend members for election to the Association's offices and Board of Directors.
3. Audit Committee whose function shall be to audit the records and accounts of the Association on an annual basis for correctness and proper form and report to the membership at the October meeting. No Director shall be a part of the Audit Committee.
4. Property Committee whose function shall be to ensure the maintenance of all common areas as constrained by the budget; oversee the conditions of the common areas in order to promote the health, safety and welfare of the members, and shall also ensure maintenance of good sanitary conditions within Tall Pines Subdivision and shall work with the Louisa County Health Department to accomplish this; act as liaison with the Louisa County Sheriff's office and local neighborhood watch programs on behalf of all Tall Pines lot owners and shall also be responsible for the implementation and operation of neighborhood watch activities.
5. Dock Maintenance Committee whose function shall be manage the maintenance of the boardwalk, docks and piers, bulkhead, boat launch, and beach area in order to promote the health and safety of the members. The committee will review the condition of the assigned areas by-annually and provide a written report and recommendations to the President not later than forty-five (45) days before the April and October meetings of the Association members.

Article XIII – Meetings of Members

1. The regular annual meetings shall be held during the months of April and October of each year. The presence at the meeting of not less than thirty (30) members and proxies entitled to cast votes shall constitute a quorum for any action except as otherwise provided herein. If such quorum shall not be present at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting until a quorum as aforesaid shall be present.
2. Special meetings of the members shall be called by the President at the direction of the Board of Directors upon written request of not less than ten (10) members of the Association. Only such business as the meeting is called to consider, as set forth in the notice thereof to the membership, shall be discussed and acting upon at the special meeting.
3. Notice of any membership meeting shall be given by the Secretary by mailing a copy of such written notice at least ten (10) days before such meeting to each member entitled to vote at said meeting. The address of the members shall be the last address appearing upon the books of the Association, or supplemented by such members to the Association of the purpose of notice. Such notice shall specify the place, date and hour and the purpose of the meeting.

4. At all meetings each regular member may vote in person or by proxy. All proxies shall be in writing and for a specific period of time and filed with the Secretary prior to the beginning of the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his or her lot.

Article XIV – Annual Membership Dues

1. Each membership shall pay to the Association annual membership dues as approved in the annual budget of the Association. The dues shall be due and payable on July 1st of each year and shall be delinquent on August 1st. In the event annual membership dues are not paid by August 1st, such amount shall bear penalty of 10% of the annual dues per annum, and the member shall be notified of his delinquency in writing by the Secretary and all right and privileges pertaining to the uses of the common area shall be suspended.
2. The monies received by the Association shall be used to carry out the objectives of the approved annual budget including but not restricted to the following:
 - a. Fund the routine administrative expenses of the Association.
 - b. Pay all fees and taxes assessed on the Association's assets or operations by an appropriate governmental authority.
 - c. Purchase insurance including property and liability including Officers and Directors.
 - d. Fund routine maintenance to enhance and maintain safety and appearance of common areas.
 - e. Pay any necessary legal and/or outside accounting fees.
 - f. And as otherwise directed by resolution of the Board of Directors.
3. All Special fees or assessments must be approved by a majority of the members at an annual or special meeting and shall be due and payable thirty (30) days after notification. If there are any funds remaining at the completion of the project for which a special assessment was made, those funds shall be placed in the Associations regular account.
4. All dues, fees, or special assessments when collected by the Association shall be non-refundable.
5. Each member shall have the obligation to share the cost of all maintenance and capital improvements budgeted by the Association or otherwise approved by the Board of Directors or the membership as a whole on all of the land area owned by the

Association including the sign area, the road to the common park area, the common park area, the structures in the common park area, signs, seawalls, boat launching ramp and beach area.

Article XV – Recreation Facilities/Common Area

1. The use of the common area shall be restricted to members of the Association in good standing, and their bonafide guests. In order to preclude conflicts with other members, large groups of twenty (20) or more shall require a permit from the Vice President. Gazebo reservation is separate and member shall contact the Vice President to reserve the Gazebo.
2. The Board of Directors shall adopt such reasonable rules as shall be necessary to promote the health, safety and welfare of the members in and about the common use area; said rules shall be approved by the members of the Association, and violations of such rules shall be grounds for suspension of any member's right to use the common area.

Article XVI – Books and Records

The books, records and papers of the current year of the Association shall at all meetings be subject to inspection by any member and shall be maintained for at least three (3) years or as long as may be relevant. During the first quarter of the fiscal year, last year's records shall be available.

Article XVII – Amendments

These By-Laws shall be only amended by a vote of a majority of the members attending any April or October meeting of the membership at which a quorum is present or at a special meeting called accordance with the provisions of these By-Laws, at which a quorum is present. No vote on an amendment to these By-Laws will be accepted or otherwise be valid unless the proposed changes thereto are provided in the newsletter that immediately precedes the applicable meeting of the Association.

Article XVIII – Miscellaneous

1. The fiscal year of the Association shall be July 1 – June 30.
2. The Board of Directors shall have the option to solicit by mail ballot.
3. Common area shall consist of those areas to which the Association holds title, or as otherwise defined by law.

The Secretary presented the Board of Directors with official vote results received from the Association Membership in good standing on July 17, 1999, and declared that all amendments had been passed by the membership.

AMENDMENT TO THE BY-LAWS

This Amendment to By-Laws made and entered into this 24th day of April, 2004, by TALL PINES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock corporation (the "Association"), on behalf of all property owners within Tall Pines Subdivision.

Whereas, the By-Laws may be amended upon the affirmative vote of a majority of members attending the April or October meetings, provided the proposed changes to the By-Laws are provided in the newsletter that immediately precedes the applicable meeting of the Association;

Whereas, such notice has been given and the proposed amendments have been discussed at the April meeting of the Association held on April 24, 2004, at which a quorum was present, and at which a majority of the members attending voted to adopt the following amendments;

Now therefore, in order to clarify the rights and responsibilities for the Association, Members and Board of Directors with respect to the boat slips and adjacent docks and piers, the By-Laws are hereby amended as follows:

1. Article XIV – Annual Membership Dues, is hereby amended by adding a new paragraph 6 thereto as follows:
 6. The term "boat slips" includes all numbered boat slips and all adjacent docks and piers leading up to numbered boat slips. "Boat Slips" shall not include the boardwalk connecting all such docks and piers. The responsibility for maintaining and constructing improvements to the boat slips, as recommended by the Board of Directors from time to time, belongs collectively to the owners of interior lots to whom exclusive use of such boat slips has been assigned ("Boat Slip Assignees"). The Board of Directors may, with the approval of a majority of Boat Slip Assignees, make a special assessment to pay for any such maintenance or capital improvements to the boat slips against such Boat Slip Assignees, as a group. Any such special assessments, which are not used on an approved project, shall be segregated for maintenance of the boat slips.
2. Except as set forth herein, the By-Laws shall remain in full force and effect.
3. The Secretary is directed to include this Amendment in the corporate records of the Association.

TALL PINES PROPERTY OWNERS ASSOCIATION

By: Signature on File
President

TPPOA SIGN POLICY
Approved 12 March 1994

INTENT

The intent of this sign policy is to allow the posting of useful signs on properties within the Tall Pine Subdivision without detracting from the beauty and atmosphere of the community.

PERMANENT HOME OWNER SIGNS

No permanent sign shall exceed four square feet in area. All signs shall be professional and tasteful in appearance. Property owners may place signs of the following types on their property:

- “No Trespassing”
- “Private Property”
- “Security System Identification”
- “Name of Owner”
- “Name of Residence”

Other permanent signs may be placed only with prior approval from the Board of Directors of the Tall Pines Property Owners Association.

No permanent signs shall be erected advertising any business or profession.

TEMPORARY SIGNS DURING CONSTRUCTION OF RESIDENCE

During the construction and remodeling of a residence, the property owner may place, or permit the placement of, one sign on the property. Such sign shall provide for the building permit and other permits required to be posted by Louisa County. It may also include the name, address, Logo, type of services provided and telephone number of the primary contractor and sub-contractors, as desired by the property owner. Such sign shall not be in excess of twelve square feet in area and shall be professional and tasteful in appearance. Such sign must be removed within 30 days of receipt of certificate of occupancy from Louisa County or upon completion of the remodeling.

TEMPORARY SALE OF PROPERTY SIGNS

Signs advertising the property for sale are limited to one per lot meeting the Louisa County regulation for such signs. Two such signs shall be allowed for waterfront property, one sign on the lot adjacent to the road and one sign on the waterfront side of the lot.

SIGNS ERECTED PERSUANT TO ACTION OF THE PROPERTY OWNERS ASSOCIATION:

The Property Owners Association may erect “no trespassing” signs or other signs that will be to the benefit of the community.

RESOLVING DISPUTES

Any questions or concerns about the use of signs in the subdivision shall be submitted to the Board of Directors of the Tall Pines Property Owners Association, who shall attempt to equitably resolve any problems.

TALL PINES PROPERTY OWNERS ASSOCIATION

P.O. BOX 1535

LOUISA, VA 23903

ARCHITECTURAL COMMITTEE

In reference to TPPOA Covenants (Section 1)

Property owners within Tall Pines Subdivision are required to submit plans for buildings and improvements to the TPPOA Architectural Committee for review and approval before start of work. The purpose of the review is to insure planned compliance with the Tall Pines Protective Covenants and Restrictions. Plans are reviewed before work begins to avoid misunderstandings and the possible requirement for expensive rework. The reviewers may also be able to assist the property owner in determining what State and Louisa County requirements may be applicable and identify cognizant local and state offices.

The following is an example list of building plans and improvements which DO require submission of plans and approval prior to start of work:

Dwelling House	Gazebo
Additions	Any Sheltered Structure
Decks	Fence
Detached Garage	Driveway
Shed	Significant Landscape Excavation
Boat House	Extensive Clearing
Boat Dock	Out Building
Plat Plan annotated to show the location of dwelling and setbacks	

The following is an example list of building plans and improvements which DO NOT require submission of plans and approval prior to start of work:

Internal Remodeling	Landscape Planting
Felling of Trees	Paving of Existing Driveway
Gardening	

In the event the property owner is not sure whether the submission of plans for review and approval is required, the property owner should contact a member of the Architectural Committee to resolve the question.

The following should be included in the dwelling plans:

1. Amount of square footage of single family home
(minimum of 900 sq. ft. for one story home)
(minimum of 700 sq. ft. for first floor of a two story home)
2. Foundation to indicate method of finishing
(either – brick, stone, or parged and painted to match trim)
3. Approximate date for start and completing of dwelling
(dwelling must be completed within 12 months of starting date).

15

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 10, 1991

This is to Certify that the certificate of incorporation of

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business. Effective date: April 10, 1991*



State Corporation Commission

William J. Bridg

Clerk of the Commission

Marina Slip User Advisory
Tall Pines (Interior) Property Owners Association
New Marina Repair / Replacement Project
January 17, 2007

Term #1:

I / we hereby acknowledge that in order to avail my / ourselves of the use of the assigned marina slip(s) all financial obligations associated therewith must be current. Failure to meet this requirement will result in “[loss of . . . use of recreational facilities [to wit: my / our assigned slip] . . .” as specified in Article V, section 3 of the Tall Pines Property Owners Association By-Laws as amended on April 24, 2004.

Term #2:

The fueling or re-fueling of any type or kind of watercraft, including but not limited to, boats, Personal Water Craft, etc., is strictly **PROHIBITED** and **FORBIDDEN** within the confines of, immediately adjacent to, on, or in any other way in the vicinity of, the installed EZ Dock polymer marina structures (and rigging), or cement boat ramp area, or in any other location within, or adjacent to, the Tall Pines Property Owners Association marina. Failure to meet this requirement will result in “[loss of . . . use of recreational facilities [to wit: my / our assigned slip] . . .” as specified in Article V, section 3 of the Tall Pines Property Owners Association By-Laws as amended on April 24, 2004.

Term #3:

I / we hereby acknowledge that I / we will not modify any portion of the EZ Dock polymer marina structures and / or rigging without first obtaining written authorization from the Tall Pines Property Owners Association Dock Committee Chairperson and a majority of the Tall Pines Property Owners Association Board members. In the event that the aforementioned approving officials do approve the requested modification to my / our assigned slip(s), I / we further acknowledge that I / we will only use approved EZ Dock accessories in making such modifications. I / we further acknowledge such EZ Dock accessory items will be installed by an authorized, licensed and insured EZ Dock product dealer at my / our own expense. Failure to meet this requirement will result in “[loss of . . . use of recreational facilities [to wit: my / our assigned slip] . . .” as specified in Article V, section 3 of the Tall Pines Property Owners Association By-Laws as amended on April 24, 2004.

TERM #4:

I / we hereby acknowledge a full understanding that I / we have been informed that any type of use and /or consumption of alcohol or other intoxicants while operating any type of watercraft (motorized or otherwise powered) may result in a negative impairment effect upon said operator(s). Furthermore, applicable municipal, county, state and federal laws that govern the use and consumption of alcohol or other intoxicants while operating watercraft are enforceable by the appropriate regulatory entities upon Lake Anna, Virginia.

DOCK ACCESSORY / BOAT LIFT FORM APPROVAL REQUEST PROCESS

- For EZ Dock items 1-7, requestor must contact affected “co-finger” assignee and discuss the installation of the specified accessory.
- For boat lifts and / or vinyl lift canopy, requestor must contact affected adjoining “open water parking space” assignee and discuss the installation of the specified lift and / or vinyl lift canopy.

Note:

The “open water parking space” attributed to each individual slip is 117 inches (9.9 feet) wide as measured from the water’s edge of the specified slip finger out into the direction (left or right) of the “open water parking space.” Therefore, any boat lift sought to be purchased and installed in said “individual open water parking space” **CANNOT** be wider than 116 inches at the water’s surface line so as to permit the adjacent slip assignee an opportunity to also purchase and install a boat lift. The four original Shoremaster lifts are grandfathered.

For vinyl lift canopies, the approved and standard color for the TPPOA marina is Tan.

- If the above bulleted items apply, the requestor must contact both affected parties and discuss the installation of the specified items.
- Requestor must generate a signed DOCK ACCESSORY / BOAT LIFT APPROVAL REQUEST FORM detoting the name(s) and date(s) of persons spoken with in accordance with the above bulleted items.
- Requestor must deliver the completed DOCK ACCESSORY / BOAT LIFT APPROVAL REQUEST FORM (electronically or hard copy) to the Dock Committee Chairperson for review and placement verification.
- The Dock Committee Chairperson shall forward the requestor’s completed DOCK REQUEST APPROVAL FORM to the TPPOA Board for review and “majority approval”.
- The TPPOA Board will render a “majority” decision and notify the Dock Committee Chairperson, who will notify the requestor.

DOCK ACCESSORY / BOAT LIFT APPROVAL REQUEST FORM
(see attached sheet)

Name(s) of Requestor: _____

Property Lot Number: _____

Assigned Slip Number: _____

Name of "co-finger" Assignees(s) (if applicable): _____

Date of Discussion (if applicable): _____

Name of Adjoining "open water parking space" Assignee (if applicable): _____

Date of Discussion (if applicable): _____

Proposed Installation Date: _____

Installer: _____

[check all applicable]

1. EZ PORT 3 PWC DRIVE ON LIFT (order # 206013PW) with couplers to install in Slip (max. of 2 per slip)

2. BOAT BUMPER (order #300180)

3. CORNER DOCK BOX WITH CORNER GUSSET (order #300755 and #300500)

4. CORNER GUSSET ALONE (order #300500)

5. 5-STEP LADDER (order # 300260)

6. DOCK EDGING (order # 400116)

7. CLEAT (order # 300100)

8. #2500 LAKE LIFT (battery box included with optional motor)

9. #3500 LAKE LIFT (battery box included with optional motor)

10. #4500 LAKE LIFT (battery box included with optional motor)

11. #6000 LAKE LIFT (battery box included with optional motor)

12. OTHER LIFT MANUFACTURER: _____ (dimentions: _____)

13. VINYL LIFT CANOPY (Tan color only) Manufacturer: _____

Date presented to TPPOA Dock Committee Chairperson for review: _____

Date reviewed by TPPOA Dock Committee Chairperson: _____

Date Presented to TPPOA Board by Dock Committee Chairperson: _____

Date Reviewen by TPPOA Board: _____

Date of TPPOA Board "majority" determination: _____

TPPOA Board "majority" determination: **[APPROVED]** **[DISAPPROVED]**

Date TPPOA notification made to Dock Committee Chairperson: _____

Date Dock Committee Chairperson notification to Requestor(s): _____

ACKNOWLEDGEMENT

I/ we hereby acknowledge that I/ we will not cause modification to any portion of the EZ Dock polymer marina structure(s) and / or rigging without first obtaining "review" authorization from the Tall Pines Property Owners Association Dock Committee Chairperson and written "majority" approval from the TPPOA Board. In the event that the aforementioned approving officials do approve the requested modifications to my / our assigned slip(s), I/ we further acknowledge that I/ we will use only those accessories approved by the TPPOA Board in making such modifications. I/ we further acknowledge that such accessories will be installed correctly in accordance with the manufacturer's instructions and/or by the the authorized, licensed and insured dealer at my / our expense. Failure to meet this requirement will result in "[1] loss of... use of recreational facilities to wit: my / our assigned slip]..." as specified in Article V, section 3 of Tall Pines Property Owners Association By-Laws as amended on April 24, 2004; and may cause damage to the marina materials, resulting in potential voiding of the manufacturers' warranty.

Signature(s): _____ Date: _____

R-09/12/08

LIMIT THE LENGTH OF BOATS MOORED IN THE TALL PINES PROPERTY OWNERS ASSOCIATION MARINA

The maximum length of any boat docked in a Common Area Boat slip after October 1, 2008 shall be no more than twenty-four (24) feet **including** outboard motor, stern drive and / or any appendages.

Boats currently owned by TPPOA members as of September 30, 2008 are grandfathered from this requirement. However, any grandfathered boat replaced after September 30, 2008 shall comply with this requirement. Furthermore, all boats with outboard motors or stern drives docked in a TPPOA Common Area Boat Slip shall be moored with the outboard motors / stern drives in the down position.
