

ANNA COVES
AMENDMENT AND CONSOLIDATION OF COVENANTS

This Amendment and Consolidation of Covenants (“Amendment”) is made and entered into this ____ day of _____, 2026, by the owners of Lots comprising the Anna Coves Property Owners Association, Inc., a Virginia nonstock corporation, hereinafter known as the “Association.”

WITNESSETH

WHEREAS, lots 1 through 49, inclusive, within the development commonly known as “Anna Coves” were subjected to the covenants set forth in that certain Deed of Dedication recorded in Deed Book 216, Page 443 among the land records of Louisa County, Virginia (the “Deed of Dedication”);

WHEREAS, the Deed of Dedication was subsequently amended by that certain Modification of Deed of Declaration recorded among the aforesaid land records in Deed Book 220, Page 207;

WHEREAS, by that certain Memorandum of Dedication recorded among the aforesaid land records in Deed Book 259, Page 367, lots 49 through 62, inclusive, within the development commonly known as “Anna Coves” were subjected to the Deed of Dedication;

WHEREAS, the Deed of Dedication provides that it may be amended with the consent of or at the direction of the owner or owners of a majority of the lots within the development commonly known as Anna Coves;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section II, recorded among the aforesaid land records in Deed Book 438, Page 374, provides that lots 63 to 104 within the development commonly known as “Anna Coves” are subject to the same restrictions, conditions, covenants, easements, reservations, and privileges in all applicable respects as set forth in the Deed of Dedication;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section II, provides that it may be amended with the consent of or at the direction of the owner or owners of a majority of the lots within the combined development Anna Coves Subdivision, First Addition to Anna Coves Subdivision and Anna Coves Subdivision, Section II;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section III, recorded among the aforesaid land records in Deed Book 573, Page 66, provides that lots 105 to 114 within the development commonly known as “Anna Coves” are subject to the same restrictions, conditions, covenants, easements, reservations, and privileges in all applicable respects as set forth in the Deed of Dedication;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section III, provides that it may be amended with the consent of or at the direction of the owner or owners of a majority of the lots within the combined development Anna Coves Subdivision, First Addition to Anna Coves Subdivision, Anna Coves Subdivision, Section II, and Anna Coves Subdivision, Section III;

WHEREAS, the Deed of Dedication is set to expire on November 24, 2027;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section II, is set to expire on February 17, 2043;

WHEREAS, the Deed of Dedication and Easement for Anna Coves Subdivision, Section III, is set to expire on May 26, 2048;

WHEREAS, the Deed of Dedication, Modification of Deed of Declaration, Memorandum of Dedication, Deed of Dedication and Easement for Anna Coves Subdivision, Section II, Deed of Dedication and Easement for Anna Coves Subdivision, Section III, are collectively referred to herein as the "Anna Coves Covenants;"

WHEREAS, lots within the combined development Anna Coves Subdivision, First Addition to Anna Coves Subdivision, Anna Coves Subdivision, Section II, and Anna Coves Subdivision, Section III, are collectively referred to herein as the "Lots;"

WHEREAS, the Lot owners seek to extend the life of all Anna Coves Covenants to ensure proper administration and maintenance of Anna Coves common area and facilities, to ensure a high-standard subdivision, to enhance property values, and for the overall benefit of the Lot owners; and

WHEREAS, the owners of the Lots also seek to amend the Anna Coves Covenants into one consolidated document to ensure that the community consists of one consolidated development with all lots therein imposed with identical applicable burdens and benefits.

NOW, THEREFORE, as evidenced by their signatures on the consent forms attached hereto as Exhibit A, the owners of the Lots hereby amend the Anna Coves Covenants such that the following restrictions, conditions, covenants, easements, reservations, and privileges shall collectively apply to all Lots, and shall run with the land for a period of fifty (50) years from the first date written above, with an automatic renewal every ten years thereafter, and shall be binding upon all subsequent owners and enforceable by the parties hereto, or any subsequent owner or owners of any of the Lots. These restrictions, conditions, covenants, easements, reservations, and privileges may be amended, modified, or abolished at any time with the consent of or at the direction of the owners of a majority of the Lots.

1. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, or other waste shall be kept on any lot, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in rear yards only and in compliance with all pertinent laws, ordinances, and regulations. No unlicensed automobiles, trucks, or similar vehicles shall be kept on any lot for a period in excess of 15 days.
2. Any owner of a lot shall have the right to prosecute any proceedings at law or in equity against any person, firm, or corporation violating or attempting to violate any covenant, condition, or restriction herein contained for the purpose of such proceedings of preventing such violation or recovering damages for such violation. The failure of an owner of a lot to bring any such proceeding shall not be considered as a waiver of any right at law or in equity that any such party may have for past or future violation of any covenant, condition, or restriction herein contained.
3. Any grantee or grantees by accepting a deed conveying any lot shall be held to have accepted the easements, restrictions, covenants, conditions, charges, and liens herein contained, and to have agreed to bind themselves, their heirs, personal representatives, successors, and assigns to keep and observe all of the said easements, restrictions, covenants, conditions, charges, and liens.

4. The invalidation of any of the herein contained easements, restrictions, covenants, conditions, charges, or liens by a court of competent jurisdiction shall not in any way affect any of the other easements, restrictions, covenants, conditions, charges, or liens.
5. To the extent that this restriction is not prohibited under the terms of zoning or other regulations of governmental authority, all lots are hereby restricted to residential use with the following exceptions, unless otherwise stated elsewhere in this Amendment:
 - a. dentists, physicians, lawyers, surveyors, engineers, licensed real estate agents, and accountants may engage in said professions on said land if the professional hereby affected actually resides in the dwelling from which the practice is conducted.
6. No obnoxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which is or is likely to become an annoyance or a nuisance to the neighborhood.
7. All residential dwellings built after 2002 shall contain a minimum of 1200 square feet of living space that is fully enclosed, fully finished, and heated.
8. No building, structure, walls, fences, etc., shall be erected on any lot unless it is generally of equal quality of material and workmanship with the class of existing structures on lots affected hereby.
9. No mobile home, trailer, or similar structure shall be permitted on any lot hereby affected, except, however, a mobile home, trailer, or similar structure can be maintained on said land for a period of time not to exceed one year on the condition that actual construction of a permanent dwelling has been initiated on said lot.
10. Recreational vehicles and camping equipment shall be permitted on said land provided said use is temporary in nature and provided further that said use is not commercial in nature.
11. Each lot owner shall construct and maintain suitable and adequate parking space on his lot prior to the occupancy of any building structure thereon.
12. All residences shall be connected to a septic system approved by the appropriate agency of the Commonwealth of Virginia or County of Louisa or other appropriate governmental agency.
13. No neon signs or other obnoxious or offensive exterior lighting shall be permitted on residential lots within Anna Coves.
14. Lot Number 10 ("Common Area") shall be used as a general recreational area for the benefit of all owners of lots now or in the future burdened and benefited by this or other amendments or declarations.
15. All owners of lots now or in the future burdened and benefited by this or other amendments or declarations shall, by accepting a deed to any such lot, be obligated to join the Anna Coves Property Owners Association and shall be subject to the rules and regulations promulgated by said Property Owners Association.
16. The Property Owners Association shall have the right to assess charges in an equal amount against each lot to be used for operating expenses and maintaining or improving the Common Area and other capital assets.
17. All lot owners must keep their lots and improvements thereon in a good state of maintenance and repair, in default of which any lot owner may proceed at law or in equity to force the defaulting owner to return such property and improvements to a good state of maintenance and repair.
18. The Association shall continue to maintain at least ten boat slips on the Common Area.

19. This Amendment shall not in any way affect the dedications, easements, or other rights as previously set forth in the Anna Coves Covenants or other applicable conveyances or agreements of record.
20. This Amendment shall run with the title of the lots and shall be binding on the successors and assigns of the respective title interests of the parties to this Amendment.
21. If any provision of this Amendment is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
22. The use of the masculine gender in this Amendment shall be deemed to include the feminine and neuter gender and vice versa and the use of the singular shall be deemed to include the plural and vice versa, wherever the context so requires.

[signature on following page]

CERTIFICATE OF THE PRESIDENT OF

ANNA COVES PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned, do hereby certify that I am the duly elected and acting President of the Anna Coves Property Owners Association, Inc., a Virginia nonstock corporation, and that the foregoing Amendment was duly approved and ratified by the written agreement of the requisite majority of the respective owners of the Lots, as evidenced by their signatures attached hereto as Exhibit A.

In witness whereof, I have hereunto subscribed my name this ____ day of _____, 2026.

By: _____

Paul Denk, President

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUISA

On this ____ day of _____, 2026, before me, the undersigned, personally appeared Paul Denk, President of the Anna Coves Property Owners Association, Inc., a Virginia nonstock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

Notary Reg. No.: _____.

My Commission Expires: _____.

EXHIBIT A

OWNER CONSENT FORM

INSTRUMENT OF AGREEMENT, CONSENT & RATIFICATION

By signing this instrument below, I/we hereby certify that as an owner(s) of a lot(s) subject to the Anna Coves Property Owners Association, Inc., I/we agree to, consent to, approve, and ratify the proposed Amendment and Consolidation of the Anna Coves Covenants to which this instrument is attached and that this instrument may be recorded in the Lousia County land records to evidence my agreement, consent, approval, and ratification of such amendment.

Address(es) of Lot(s) or Lot Number(s): _____

_____	_____	_____
Owner's Signature	Printed Name	Date

_____	_____	_____
Owner's Signature	Printed Name	Date

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUISA

On this ____ day of _____, 2026, before me, the undersigned, personally appeared

_____,
known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

Notary Reg. No.: _____.

My Commission Expires: _____.