

BOOK 216 PAGE 443

#1351

DEED OF DEDICATION

ANNA COVES

THIS DEED OF DEDICATION, (hereinafter sometimes referred to as "Declaration"), made and entered into this 24th day of November, 1977 by SPOTS-LOU, INC. a Virginia Corporation, hereinafter called Declarant.

WHEREAS, the Declarant is the owner of a certain parcel of real estate, situate, lying and being in Mineral Magisterial District, Louisa County, Virginia, and located along the waters of Lake Anna, and being the same property acquired by the Declarant by deed dated November 1, 1977, from William M. Rogers, widower, and which deed is of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 210, at page 269; and

WHEREAS, the Declarant is desirous of placing restrictions on the land to insure a high-standard subdivision;

NOW THEREFORE WITNESS that the Declarant doth hereby place the following covenants, conditions, easements, reservations and restrictions upon those forty-nine (49) lots and the shoreland adjoining several of said lots, as said lots are shown on a certain plat of survey dated November 24, 1977, by Milton Terry Estes, C.L.S., Inc., entitled "Subdivision of 'Anna Coves' Mineral District, Louisa County, Virginia" (3 sheets), which plat of survey is attached hereto as a part of this Deed of Dedication.

The following restrictions, conditions, covenants, easements, reservations and privileges shall apply to the land hereinabove referenced, and shall run with the land for a period of fifty (50) years unless otherwise stated, and shall be binding upon all subsequent owners, and enforceable by the parties hereto, or any subsequent owner, or owners of any of the property

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ATTORNEY AT LAW
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UIBA, VIRGINIA 22082

Plat Book 7 Pages 52,53,54

*See Book 216 p. 443
Declaration of Dedication
11-22-78*

presently owned by the declarant commonly known as Anna Coves . These restrictions, conditions, covenants, easements, reservations and privileges may be amended, modified or abolished (but not enlarged) at any time with the consent of or at the direction of the owner or owners of a majority of the lots within the development hereinabove described and commonly known as Anna Coves except, however, that said majority shall not have the authority to modify, amend or abolish restriction numbered 7 hereinbelow and reservations numbered 14 and 17 hereinbelow.

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 by 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 hereincontained easements, restrictions, covenants, conditions, charges and liens by a court of competent jurisdiction shall not in any way affect any of the other easements, restrictions, covenants, conditions, charges and 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 elsewhere in this Declaration otherwise stated:

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 lots, nor shall anything be done thereon which is or is likely to become an annoyance or a nuisance to the neighborhood.

7. All residential buildings shall have a minimum floor area of 800 square feet of living space exclusive of open terraces, porches, garages, breezeways and the like.

8. So long as the Declarant owns 25% of the lots hereby affected (but in no event shall this restriction survive beyond December 31, 1985) no building, addition, or alteration of same shall be made until the plans and specifications of same shall have been submitted in writing to Declarant or its designated representative, and approved by the Declarant or said representative.

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tive. In the event the Declarant, or its designated representative, fails to approve or disapprove such plans and specifications within sixty days after such plans and specifications have been delivered to the Declarant, or said representative, approval will not be required and this restriction will be deemed to have been fully satisfied.

9. After December 31, 1985, or after the Declarant no longer owns a minimum of 25% of the lots hereby affected, (which ever event first occurs), 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.

10. 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.

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.

Each lot owner shall construct and maintain suitable and adequate parking space on his lot prior to the occupancy of any building structure thereon.

11. 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.

12. No neon signs or other obnoxious or offensive exterior lighting shall be permitted on residential lots within Anna Coves.

13. Until December 31, 1985, the Declarant reserves

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the right to relocate the boundary lines of any lots (and adjacent shoreland) owned by said Declarant or to otherwise change the configuration of any such lots, (and adjacent shoreland) so long as any such relocation or change conforms with Louisa County Ordinances in affect at the time of any such relocation or change.

14. The Declarant now owns and may in the future acquire additional lands located near the lots affected by this Declaration, and the Declarant for itself and for its designated successor, and designated assigns, reserves the right to declare said additional lands, or portions thereof, subject to these declarations or similar declarations and to benefit and/or burden said lands with any and all privileges, protections, restrictions, conditions, easements and covenants established by these declarations including but not limited to the right to grant unto others the right to use the "Boat Ramp" area (Lot 10) or any other land set aside within Anna Coves for general recreational purposes, subject to the rules and regulations of the hereinafter mentioned Property Owners Association, which rules and regulations shall not in any event defeat the rights of the Declarant, for itself or its designated successor and designated assigns, hereby reserved.

15. The Declarant hereby represents that in the future the Declarant will cause to be created a Property Owners Association and that the Declarant will deed to said Property Owners Association Lot Number 10 ("Boat Ramp" area). Said lot 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 declarations. All owners of lots now or in the future burdened and benefited by this or other declarations shall, by accepting a deed to any such lot, be obligated to join said Property Owners Association and shall be subject to the rules and

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regulations promulgated by said Property Owners Association. Until such time as the Property Owners Association is organized, the Declarant shall have the right to assess charges not to exceed \$75.00 each per year per lot purchaser (or said purchaser's successors or assigns) to be used for maintaining or otherwise improving the "Boat Ramp" area (Lot 10). The Property Owners Association shall not be permitted to increase the aforesaid maximum annual charges until such time as the Declarant, has sold and conveyed title to 75% of the lots within Anna Coves. In no event shall the Property Owners Association be permitted to assess the Declarant for any lots owned by Declarant.

16. All lot owners must keep their lots and improvements thereon in a high 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.

17. This Declaration does not bind other lands now or in the future owned by William M. Rogers or by the Declarant or his designated successor unless said other lands are specifically burdened and/or benefited by this Declaration and no implied negative reciprocal easements or any other easements shall be created over, upon or under said other lands unless an appropriate document is admitted to record by the Declarant, or by his designated successor or designated assign.

18. The Declarant, or its designated successors or designated assigns, hereby reserves in perpetuity a 15 foot easement along the road frontage of the affected lots for utilities and such easements as may be required by the Virginia Department of Highways in order to accept the roadways as shown on the attached plats of survey, into the Virginia Highway System and any other easements as may be shown on the attached plats of survey.

19. The land commonly referred to as Lake Anna "shore-

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land" adjoining several of the lots hereby affected is presently owned in fee by the Virginia Electric and Power Company subject to the reservations and rights owned by the Declarant to use said shoreland for recreational and agricultural purposes. It is the intent of the Declarant, in so far as it may legally do so, to hereby forever divide said shoreland as follows:

a. The owners of Lots 16, 17, 18, 19, 20, 21, 23, 24, and 25 shall jointly have the exclusive use of that area of shoreland designated "Reserved Area" as shown on Sheet 1 and Sheet 3 of the attached plat of survey: the eastern boundary line of said Reserved Area being defined by a line beginning at Vepco Marker L 4089, thence N. 01° 00' E. until said line intersects with the waters of Lake Anna; the western boundary line of said Reserved Area being defined by a line beginning at the northeastern corner of Lot 16, thence S. 77° 00' E. until said line intersects with the waters of Lake Anna.

b. Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48 shall each and separately have the exclusive use of that shoreland immediately adjacent to each of the aforesaid lots. "Immediately adjacent shoreland" is hereby defined as that area of shoreland adjoining any lot the boundaries of which shoreland is defined by prolongations of the side boundary lines of said lot until said prolongations intersect with the waters of Lake Anna. "Side boundary line" is hereby defined as that boundary line which touches the shoreland of Lake Anna and which serves as a common boundary line between one lot and an adjoining lot (or in the case of Lot 6 and Lot 48, respectively, the common boundary line of adjoining land now or formerly owned by Bell, or lands presently owned by William M. Rogers).

c. Lot 15 shall have the exclusive use of that area of adjacent shoreland defined by a prolongation of the common boundary

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line of Lot 15 and Lot 14, until said line intersects with the waters of Lake Anna, and another line beginning at the southern most corner of Lot 15, thence S. 77° 00' E. until said line intersects with the waters of Lake Anna.

d. Lot 26A shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at Vepco Marker L 4089 thence N. 01° 00' E. until said line intersects with the waters of Lake Anna; and by another line beginning at a point 24.00' N. 88° 49' 56" E. from Vepco Marker L 4087, thence N. 33° 00' E. until said line intersects with the waters of Lake Anna.

e. Lot 26 and Lot 27 shall jointly have the exclusive use of that area of adjacent shoreland defined on Sheet 2 of the attached plats of survey as "RESERVED AREA"; the Western boundary line of said reserved area being more particularly defined by a line beginning at a point 24.00' N. 88° 49' 56" E. from Vepco Marker L 4087, thence N. 33° 00' E. until said line intersects with the waters of Lake Anna, and by another line beginning at the Northeastern corner of Lot 27 thence N. 22° 00' E. until said line intersects with the waters of Lake Anna.

f. Lot 28 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at the north western corner of Lot 28 thence N. 22° 00' E. until said line intersects with the waters of Lake Anna; and by another line beginning at the northeastern corner of Lot 28 thence N. 02° 30' E. until said line intersects with the waters of Lake Anna.

g. Lot 29 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at the northwestern corner of Lot 29, thence N. 02° 30' E. until said line intersects with the waters of Lake Anna; and by another line formed by a prolongation of the common boundary line of Lot 29 and Lot 30 until said prolongation intersects with the waters of Lake Anna.

20. All lots affected by this Dedication are hereby encumbered by those easements shown on the plats of survey attached hereto.

21. By admitting this Deed of Dedication to record the Declarant hereby dedicates to the Commonwealth of Virginia for public use the roadways shown on the attached plat together with those roadways designated as Parcels "B", "C", and "D" on a plat of survey by Milton Terry Estes, C.L.S., Inc., dated September 9, 1977, of record in the aforesaid Clerk's Office in Plat Book 7, at page 34 and 35.

22. In the event the Declarant conveys or devises by bulk transfer title to all lots unsold and owned by Declarant within Anna Coves to a third party, said third party shall be considered a successor Declarant and shall be entitled to all of the rights and protections hereby established by this Deed of Declaration.

23. The use of the masculine gender in this Declaration 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.

WITNESS the following signature and seal:

SPOTS-LOU, INC.

BY William M. Rogers (SEAL)
WILLIAM M. ROGERS, President

STATE OF VIRGINIA,

COUNTY OF LOUISA, to-wit:

The foregoing instrument dated the 7th day of August, 1978 was acknowledged before me by William M. Rogers, President of Spots-lou, Inc., a Virginia Corporation, this 15th day of August, 1978.

R. JEFFERSON GARNETT
ATTORNEY AT LAW
ELM STREET AND
COURTHOUSE SQUARE
LOUISA, VIRGINIA 23092



My Commission expires: 1/12/82

Betty K. Kelly
Notary Public

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VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County August 15, 1978. This Deed of Dedication was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record at 4:10 o'clock P.M.

Teste: Joan N. Leonard Deputy Clerk.

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MODIFICATION OF DEED OF DEDICATION

#2282

ANNA COVES

THIS MODIFICATION OF DEED OF DEDICATION (hereinafter sometimes referred to as "Modification"), made and entered into this 1st day of November, 1978, by SPOTS-LOU, INC., a Virginia Corporation, hereinafter referred to as Declarant.

WHEREAS, the Declarant did impose certain covenants, conditions, easements, reservations and restrictions upon the hereinafter described real estate by a certain Deed of Dedication, dated November 24, 1977, and which Deed of Dedication is of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 216, at page 443; and

WHEREAS, the aforesaid Deed of Dedication provided, in part, that the restrictions, conditions, covenants, easements, reservations, and privileges as therein stated may be amended, modified or abolished (but not enlarged) at any time 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; and

WHEREAS, the Declarant desires to make certain modifications concerning the divisions of shoreland adjoining several lots within the development known as Anna Coves; and

WHEREAS, the Declarant is the owner of a majority of lots within said development, and whereas the Declarant is also the owner of all lots adjoining those areas of shoreland being modified by this Declaration;

NOW THEREFORE WITNESS that the Declarant doth hereby modify paragraph numbered 19 of the aforesaid Deed of Dedication to read henceforth as follows:

19. The land commonly referred to as Lake Anna "shoreland" adjoining several of the lots hereby affected is present-

PLAT BOOK 7 PAGES 60, 61 and 62

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ly owned in fee by the Virginia Electric and Power Company subject to the reservations and rights owned by the Declarant to use said shoreland for recreational and agricultural purposes. It is the intent of the Declarant, in so far as it may legally do so, to hereby forever divide said shoreland as follows:

a. The owners of Lots 16, 17, 18, 19, 20, 21, 23, 24, and 25 shall jointly have the exclusive use of that area of shoreland designated "Reserved Area" as shown on Sheet 2 and Sheet 3 of the attached plat of survey: the eastern boundary line of said Reserved Area being defined by a line beginning at a point N. 48° 46' 28" E. a distance of 242.7' from Vepco Marker L 4089, thence N. 41° 13' 32" W. a distance of 62', more or less, until said line intersects with the waters of Lake Anna; the western boundary line of said Reserved Area being defined by a line beginning at the northeastern corner of Lot 16, thence S. 77° 00' E. a distance of 63', more or less, until said line intersects with the waters of Lake Anna.

b. Lots 6, 7, 10, 11, 12, 13, 14, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48 shall each and separately have the exclusive use of that shoreland immediately adjacent to each of the aforesaid lots. "Immediately adjacent shoreland" is hereby defined as that area of shoreland adjoining any lot the boundaries of which shoreland is defined by prolongations of the side boundary lines of said lot until said prolongations intersect with the waters of Lake Anna. "Side boundary line" is hereby defined as that boundary line which touches the shoreland of Lake Anna and which serves as a common boundary line between one lot and an adjoining lot (or in the case of Lot 6 and Lot 48, respectively, the common boundary line of adjoining land now or formerly owned by Bell, or lands presently owned by William

M. Rogers).

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c. Lot 8 shall have the exclusive use of that area of adjacent shoreland, the western boundary of which is a line beginning at Vepco marker L 4098 thence N. $43^{\circ} 25' 22''$ W. until said line intersects with the waters of Lake Anna, and the eastern boundary of which is a line beginning at Vepco marker L 4097 thence N. $59^{\circ} 39'$ W. a distance of 125', more or less, until said line intersects with the waters of Lake Anna.

d. Lot 9 shall have the exclusive use of that area of adjacent shoreland, the southern boundary of which is a line beginning at Vepco marker L 4097 thence N. $59^{\circ} 39'$ W. a distance of 125', more or less, until said line intersects with the waters of Lake Anna, and the northern boundary of which is a line beginning at Vepco marker L 4096 thence N. $66^{\circ} 32' 23''$ W. until said line intersects with the waters of Lake Anna.

e. Lot 15 shall have the exclusive use of that area of adjacent shoreland defined by a prolongation of the common boundary line of Lot 15 and Lot 14, until said line intersects with the waters of Lake Anna, and another line beginning at the southernmost corner of Lot 15, thence S. $77^{\circ} 00'$ E. a distance of 63', more or less, until said line intersects with the waters of Lake Anna.

f. Lot 26A shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at a point N. $48^{\circ} 46' 28''$ E. a distance of 242.7' from Vepco marker L 4089 thence N. $14^{\circ} 13' 32''$ W. a distance of 62', more or less, until said line intersects with the waters of Lake Anna; and by another line beginning at a point 24.00' N. $88^{\circ} 49' 56''$ E. from Vepco marker L 4087, thence N. $33^{\circ} 00'$ E. a distance of 165', more or less, until said line intersects with the waters of Lake Anna.

g. Lot 26 and Lot 27 shall jointly have the exclusive

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use of that area of adjacent shoreland defined on Sheet 2 of the attached plats of survey as "RESERVED AREA"; the Western boundary line of said reserved area being more particularly defined by a line beginning at a point 24.00' N. 88° 49' 56" E. from Vepco marker L 4087, thence N. 33° 00' E. a distance of 165', more or less, until said line intersects with the waters of Lake Anna, and by another line beginning at the Northeastern corner of Lot 27 thence N. 22° 00' E. a distance of 135', more or less, until said line intersects with the waters of Lake Anna.

h. Lot 28 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at the northwestern corner of Lot 28 thence N. 22° 00' E. a distance of 135', more or less, until said line intersects with the waters of Lake Anna; and by another line beginning at the northeastern corner of Lot 28 thence N. 02° 30' E. a distance of 120', more or less, until said line intersects with the waters of Lake Anna.

i. Lot 29 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at the northwestern corner of Lot 29, thence N. 02° 30' E. a distance of 120', more or less, until said line intersects with the waters of Lake Anna; and by another line formed by a prolongation of the common boundary line of Lot 29 and Lot 30 until said prolongation intersects with the waters of Lake Anna.

REVISED PLAT OF SURVEY. Attached hereto to be recorded along with and as a part of this Modification is a plat of survey of forty-nine (49) lots and the shoreland adjoining several of said lots, which plat of survey is dated November 24, 1977, as revised October 30, 1978, (which revision only sets forth the modification of shoreland area as hereinabove set forth) and prepared by Milton Terry Estes, C.L.S., Inc.,

Doc. 220 211

entitled "Subdivision of 'Anna Coves', Mineral District,
Louisa County, Virginia" (3 sheets).

All other provisions of the aforesaid Deed of Dedication
that are not herein expressly modified remain in full force
and effect.

WITNESS the following signature and seal:

SPOTS-LOU, INC.

By: William M. Rogers (SEAL)
WILLIAM M. ROGERS, President

STATE OF VIRGINIA,
COUNTY OF LOUISA, to-wit:

The foregoing instrument dated the 1st day of November,
1978, was acknowledged before me by William M. Rogers, Pres-
ident of Spots-Lou, Inc., a Virginia Corporation, this 1st
day of November, 1978.

My Commission expires: 1/12/82

Betty B. Keller
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit
Court of Louisa County Jan. 22 1979.
This Modification of Deed of Dedication was this day received
in said office, and, upon the certificate of
acknowledgment thereto annexed, admitted to
record at 11:30 o'clock P. M.

Teste: Anne C. Long Deputy Clerk.

BOOK 259 PAGE 367
MEMORANDUM OF DEDICATION

#126

FIRST ADDITION TO ANNA COVES SUBDIVISION
MINERAL DISTRICT, LOUISA COUNTY, VIRGINIA

THIS MEMORANDUM OF DEDICATION made and entered into this 18th day of January, 1983, by SPOTS-LOU, INC. a Virginia Corporation, hereinafter called Declarant.

WHEREAS, the Declarant is the owner of certain real property lying in Mineral District, Louisa County, Virginia, and located along the waters of Lake Anna, and being the same property acquired by the Declarant by deed dated January 17, 1983, from William M. Rogers, et ux, and which deed is of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 259 at page 358; and

WHEREAS, the Declarant is desirous of placing restrictions on the land to insure a high-standard subdivision;

NOW THEREFORE WITNESS that the Declarant doth hereby declare the hereinafter described real property to be subject to the provisions of a certain Deed of Dedication dated November 24, 1977, of record in the aforesaid Clerk's Office in Deed Book 216 at page 443; and doth further declare that the following described real estate is benefited and burdened with all privileges, protections, restrictions, conditions, easements and covenants established by said Deed of Dedication including but not limited to the right to use the "Boat Ramp" area (Lot 10) or any other land set aside within Anna Coves for general recreational purposes as if the provisions of said Deed of Dedication had been herein set out verbatim, except as may be herein otherwise provided.

~~The real property subject to this Memorandum of Dedication~~
~~is all those certain fourteen (14) lots numbered consecutively~~
~~249 through 262, inclusive, on a certain plat of survey dated~~
November 30, 1982, by Milton Terry Estes, C.L.S., Inc., a copy of which plat is attached hereto to be recorded along with and

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LOUISA, VIRGINIA 23005

Spots-Lou, Inc.
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Ashland, Virginia 23005

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as a part of this Memorandum of Dedication, and which lots shall hereafter be known as the "First Addition to Anna Coves Subdivision".

Spots-Lou, Inc. reserves unto itself, including the right to grant unto others, a sixteen foot (16') easement, to be used for all reasonable purposes, located along the northwestern boundaries of Lots 55 through 59, inclusive, as the location of said sixteen foot (16') easement is shown on the attached plat of survey.

With reference to Paragraph 19 of the aforesaid Deed of Dedication, the Declarant doth hereby state that the land commonly referred to as Lake Anna "shoreland" adjoining several of the lots hereby affected is presently owned in fee by the Virginia Electric and Power Company subject to the reservations and rights owned by the Declarant to use said shoreland for recreational and agricultural purposes. It is the intent of the Declarant, insofar as it may legally do so, to hereby forever divide the applicable portion of said shoreland as follows:

a. The owners of Lot 49 and Lot 50 shall each and separately have the exclusive use of that area of shoreland immediately adjacent to each of the aforesaid lots. "Immediately adjacent shoreland" is hereby defined as that area of shoreland adjoining each of said lots the boundaries of which shoreland are defined by prolongations of the side boundary lines of said lots until said prolongations intersect with the waters of Lake Anna. "Side Boundary line" is hereby defined as that boundary line which touches the shoreland of Lake Anna and which serves as a common boundary line between either of said lots and the adjoining lots.

b. The owners of Lot 51 shall have the exclusive use of that area of adjacent shoreland defined by a prolongation of the common boundary line of Lot 51 and Lot 50, until said line intersects with the waters of Lake Anna, and another line beginning at a rod marking the common corner of Lot 51 and Lot

52 at the shoreland, thence south 58° 39' 43" east until said line intersects with the waters of Lake Anna.

c. The owners of Lot 52 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at a rod marking the common corner of Lot 51 and Lot 52 at the shoreland, thence south 58° 39' 43" east until said line intersects with the waters of Lake Anna, and another line beginning at a rod marking the common corner of Lot 52 and Lot 53 at the shoreland, thence south 61° 36' 23" east 128 feet to a point, thence another line north 73° 20' 43" east until said line intersects with the waters of Lake Anna.

d. The owners of Lot 53 shall have the exclusive use of that area of adjacent shoreland defined by a line beginning at a rod marking the common corner of Lot 52 and Lot 53 at the shoreland, thence south 61° 36' 23" east 128 feet to a point, thence another line north 73° 20' 43" east until said line intersects with the waters of Lake Anna, and another line defined as a prolongation of the common boundary line of Lot 53 and Lot 54 until said line intersects with the waters of Lake Anna.

e. The owners of Lot 54 shall have the exclusive use of that area of adjacent shoreland defined by a prolongation of the common boundary line of Lot 53 and Lot 54 until said line intersects with the waters of Lake Anna, and another line beginning at a rod marking the common corner of Lot 54 and land shown on said plat as belonging to William M. Rogers at the shoreland, thence south 84° 37' 06" east 64 feet to a point, thence another line south 25° 32' 06" east until said line intersects with the waters of Lake Anna.

WITNESS the following signature and seal:

SPOTS-LOU, INC.

By: William M. Rogers (SEAL)
William M. Rogers, President

STATE OF VIRGINIA,

COUNTY OF LOUISA, to-wit:

The foregoing Memorandum of Dedication was acknowledged before me this 20th day of January, 1983, by William M. Rogers, President of Spots-Lou, Inc., a Virginia Corporation.

My Commission expires:

AUGUST 1, 1983

P. A. [Signature]
Notary Public

In the Clerk's Office of the Circuit Court of Louisa County, January 20, 1983. This Memorandum of Dedication was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record at 4:10 o'clock P.M.

DEED OF DEDICATION AND EASEMENT

ANNA COVES SUBDIVISION, SECTION II

THIS DEED OF DEDICATION AND EASEMENT made and entered into this 17th day of February, 1993, by SPOTS-LOU, INC., a Virginia corporation, hereinafter called "Declarant".

WHEREAS, the Declarant is the owner of a certain parcel of real estate situate, lying and being in Mineral Magisterial District, Louisa County, Virginia, fronting on the northerly side of State Route 208, and being the same property acquired by the Declarant by deed dated February 17, 1993, from William M. Rogers and Eloise N. Rogers, his wife, which deed is of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 438 at page 371; and

WHEREAS, the Declarant is desirous of placing restrictions on the land to insure a high-standard subdivision.

NOW THEREFORE, WITNESSETH: That the Declarant doth hereby place the following covenants, conditions, easements, reservations and restrictions upon all of those lots shown on certain plats of survey by James H. Bell, Jr., P.C., P.L.S., dated May, 1990 and entitled "Anna Coves Subdivision, Section II", page 1, page 2 and page 3, as said plats are recorded in the aforesaid Clerk's Office in Plat Book 8 at pages 527, 528 and 529, respectively, to-wit:

All of those certain restrictions, conditions, covenants, easements, reservations and privileges shall apply to the land hereinabove referenced and shall run with the land for a period

of fifty (50) years unless otherwise stated, and shall be binding upon all subsequent owners of lots within Anna Coves Subdivision, Section II. In addition, these restrictions, conditions, covenants, easements, reservations and privileges may be enforced, amended, modified or abolished (but not enlarged) at any time 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, as the same is herein referenced. The reservations, conditions, covenants, easements, reservations and privileges herein established shall be and the same hereby are declared to be the same in all applicable respects as set forth in that certain Deed of Dedication dated November 24, 1977, executed by Spots-Lou, Inc. as the Declarant, and which Deed of Dedication was recorded on August 15, 1978 in the aforesaid Clerk's Office in Deed Book 216 at page 443, as the same was modified by a Modification of Deed of Dedication dated November 1, 1978, executed by Spots-Lou, Inc. as the Declarant, and which Modification of Deed of Dedication was recorded in the aforesaid Clerk's Office on January 20, 1983, in Deed Book 259 at page 367.

Pursuant to Paragraph 14 of the aforesaid Deed of Dedication dated November 24, 1977, it is the intent of the Declarant to hereby declare the real property hereinabove described as Anna Coves Subdivision, Section II, subject to the

identical applicable declarations which benefit and/or burden the property described in said Deed of Dedication including the modification thereof as if all of said privileges, protections, restrictions, conditions, easements and covenants established by said Dedication and Modification of Dedication were herein set out verbatim and to reserve unto the Declarant, for itself and its designated successors and designated assigns, all applicable reservations and benefits established in favor of the Declarant in the aforesaid Deed of Dedication and modification thereto as if the same were herein set out in full verbatim.

In addition, the Declarant doth hereby establish in perpetuity an easement for the benefit of Anna Coves Property Owners Association, Inc. over, upon and under that portion of Lot 104, Anna Coves Subdivision, Section II, shown on the aforesaid plat of survey by James H. Bell, Jr., P.C., P.L.S., dated May, 1990, as the "Sign Easement", located on the southwestern corner of said lot at the intersection of State Route 208 and State Route 850. Said easement may be used by said Association for all reasonable purposes related to the maintenance, repair, upkeep, replacement and construction of a sign and/or monument, including but not limited to ornamental and other reasonable appurtenances thereto. The Declarant doth further hereby transfer and convey unto Anna Coves Property Owners Association, Inc. the existing brick monument located on the easement hereby established.

By causing this Deed of Dedication to be admitted to record, the Declarant is stating the Declarant's intent that Anna Coves Subdivision, First Addition to Anna Coves Subdivision and Anna Coves Subdivision, Section II, shall be deemed to be one consolidated development with the lots therein imposed with identical applicable burdens and benefits and with the Declarant enjoying the identical applicable reservations and benefits imposed upon Anna Coves Subdivision in the aforesaid Deed of Dedication and Modification of Deed of Dedication.

WITNESS the following signature and seal:

SPOTS-LOU, INC.

BY: William M. Rogers (SEAL)
William M. Rogers, President

STATE OF VIRGINIA,

CITY/COUNTY OF LOUISA, to-wit:

The foregoing instrument was acknowledged before me this 17th day of February, 1993, by SPOTS-LOU, Inc., a Virginia corporation, by William M. Rogers, its President.

My Commission expires:

6/30/93

Dick H. Alberts
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County March 2 19 93
This Deed of Dedication was this day received in said office, and, upon the certificate of acknowledgement thereto annexed, admitted to record at 10:03 o'clock A M.
Teste: Dean W. Rogers Deputy Clerk



STATE CORPORATION COMMISSION

Richmond, May 7, 1981

This is to Certify that the certificate of incorporation of

Anna Coves 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.*

State Corporation Commission

George W. Bryant
First Assistant Clerk of the Commission

THIS DEED made this 15th day of June, 1998, by and between:

WILLIAM M. ROGERS, by ELOISE N. ROGERS, his lawful attorney in fact, and ELOISE N. ROGERS, wife of William M. Rogers, parties of the first part, Grantors herein; and

SPOTS-LOU, INC., a Virginia corporation, party of the second part, Grantees herein, whose address is Post Office Box 88, Ashland, Virginia 23005.

WITNESSETH:

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, bargain, sell, grant and convey unto Spots-Lou, Inc., a Virginia Corporation, the following described real property together with all rights and appurtenances thereunto belonging or in anywise appertaining, to-wit:

ALL of those certain lots or parcels of land shown on the attached plats of survey by James H. Bell, Jr., P.C., dated April 9, 1998, and entitled Plat Showing Lots 105 through 109, Section III, Anna Coves Subdivision, Cuckoo District, Louisa County Virginia, and Plat Showing Lots 110 through 114, Section III, Anna Coves Subdivision, Cuckoo District, Louisa County, Virginia, and more particularly described on said plats as follows: Lot 105 containing 2.483 acres; Lot 106 containing 1.382 acres; Lot 107 containing 1.814 acres; Lot 108 containing 2.984 acres; Lot 109 containing 4.529 acres; Lot 110 containing 1.846 acres; Lot 111 containing 1.813 acres; Lot 112 containing 2.994 acres; Lot 113 containing 3.334 acres and Lot 114 containing 1.703 acres. The real property hereby conveyed constitutes all of the residue of the real property conveyed to William M. Rogers by a certain deed dated October 15, 1976 from Elsie K. Brown, widow,

et al, which deed was recorded in the Clerk's Office of the Circuit Court of Louisa County on October 19, 1976 and is therein found of record in Deed Book 200, at page 189,

TOGETHER WITH a portion of the real property conveyed to William M. Rogers and Virginia M. Rogers as tenants by the entireties with right of survivorship as is common law, by Deed dated November 8, 1966 which Deed was recorded in the aforesaid Clerk's Office on February 1, 1968 and is therein found of record in Deed Book 132, at page 295. The said Virginia M. Rogers died on or about July 5, 1975, leaving William M. Rogers as the sole surviving tenant. The said William M. Rogers subsequently married Eloise N. Bourne, now Eloise N. Rogers.

This deed is executed by William M. Rogers, by Eloise N. Rogers, his attorney-in-fact, pursuant to a certain Power of Attorney dated November 2, 1995, which Power of Attorney is recorded in the aforesaid Clerk's Office in Deed book 500, at page 38. By executing this deed, the said Eloise N. Rogers as attorney-in-fact for William M. Rogers under said Power of Attorney, does thereby certify that she has not received actual knowledge or actual notice of the revocation or termination of said Power of Attorney by death, disability or otherwise or notice of any facts indicating the same.

WITNESS the following signatures and seal.

*William M. Rogers, by
Eloise N. Rogers, His Attorney-in-Fact* (SEAL)

William M. Rogers, by Eloise N. Rogers
his lawful attorney-in-fact

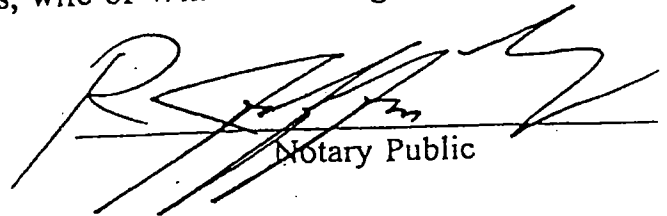
Eloise N. Rogers (SEAL)
Eloise N. Rogers

R. JEFFERSON GARNETT
ATTORNEY AT LAW
ELM STREET
AND COURTHOUSE SQUARE
LOUISA, VIRGINIA 23093

STATE OF VIRGINIA:CITY/COUNTY OF LOUISA; to-wit:

The foregoing instrument was acknowledged before me this 17th day of JUNE, 1998, by William M. Rogers, by Eloise N. Rogers, his lawful attorney-in-fact, and Eloise N. Rogers, wife of William M. Rogers.

My Commission expires:

10-31-2000


Notary Public

INSTRUMENT #980382E
 RECORDED IN THE CLERK'S OFFICE OF
 LOUISA COUNTY ON
 JUNE 17, 1998 AT 11:18AM
 \$37.50 GRANTOR TAX WAS PAID AS
 REQUIRED BY SEC 58.1-802 OF THE VA. CODE
 STATE: \$18.75 LOCAL: \$18.75
 DEAN P. AGEE, CLERK

BY: Sub E. Jenkins (DC)

R. JEFFERSON GARNETT
 ATTORNEY AT LAW
 ELM STREET
 COURTHOUSE SQUARE
 LISA, VIRGINIA 23093

DEED OF DEDICATION AND EASEMENTANNA COVES SUBDIVISION, SECTION III
LOTS 105 THROUGH 114

THIS DEED OF DEDICATION AND EASEMENT made and entered into this 26th day of May, 1998, by SPOTS-LOU, INC., a Virginia corporation, hereinafter called "Declarant", whose address is P.O. Box 88, Ashland, Virginia 23005.

WHEREAS, the Declarant is the owner of a certain parcel of real estate situate, lying and being in Mineral Magisterial District, Louisa County, Virginia, fronting on the northerly side of State Route 208 and fronting on the westerly side of State Route 850, and being the same property acquired by the Declarant by deed dated JUNE 15, 1998, from William M. Rogers and Eloise N. Rogers, his wife, which deed is of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 573 at page 63; and

WHEREAS, the Declarant is desirous of placing restrictions on the land to insure a high-standard subdivision.

NOW THEREFORE, WITNESSETH: That the Declarant doth hereby place the following covenants, conditions, easements, reservations and restrictions upon all of those lots shown on certain plats of survey by James H. Bell, Jr., P.C., P.L.S., dated April 8, 1998 and entitled "Anna Coves Subdivision, Section III"; Lots 105 through 109, and Lots 110 through 114, as said plats are recorded in the aforesaid Clerk's Office in Plat Book 8 at pages 1098 AND 1099, respectively, to-wit:

All of those certain restrictions, conditions, covenants,

easements, reservations and privileges shall apply to the land hereinabove referenced and shall run with the land for a period of fifty (50) years unless otherwise stated, and shall be binding upon all subsequent owners of lots within Anna Coves Subdivision, Section III. In addition, these restrictions, conditions, covenants, easements, reservations and privileges may be enforced, amended, modified or abolished (but not enlarged) at any time 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, as the same is herein referenced. The restrictions, conditions, covenants, easements, reservations and privileges herein established shall be and the same hereby are declared to be the same in all applicable respects except as otherwise herein provided, as set forth in that certain Deed of Dedication dated November 24, 1977, executed by Spots-Lou, Inc. as the Declarant, and which Deed of Dedication was recorded on August 15, 1978 in the aforesaid Clerk's Office in Deed Book 216 at page 443, as the same was modified by a Modification of Deed of Dedication dated November 1, 1978, executed by Spots-Lou, Inc. as the Declarant, and which Modification of Deed of Dedication was recorded in the aforesaid Clerk's Office on November 22, 1978, in Deed Book 220 at page

207;

Pursuant to Paragraph 14 of the aforesaid Deed of Dedication dated November 24, 1977, it is the intent of the Declarant to hereby declare the real property hereinabove described as Anna Coves Subdivision, Section III, subject to the identical applicable declarations except as herein otherwise provided, which benefit and/or burden the property described in said Deed of Dedication including the modification thereof as if all of said privileges, protections, restrictions, conditions, easements and covenants established by said Dedication and Modification of Dedication were herein set out verbatim and to reserve unto the Declarant, for itself and its designated successors and designated assigns, all applicable reservations and benefits established in favor of the Declarant in the aforesaid Deed of Dedication and modification thereto as if the same were herein set out in full verbatim and all applicable reservations and benefits herein established in favor of the Declarant.

In addition, the Declarant doth hereby establish in perpetuity an easement for the benefit of Anna Coves Property Owners Association, Inc. over, upon and under that portion of Lot 105, Anna Coves Subdivision, Section III, shown on the aforesaid plat of survey by James H. Bell, Jr., P.C., P.L.S., dated April 8, 1998, as the "Sign Easement", located on the southeastern corner of said lot at the intersection of State Route 208 and State Route 850. Said easement may be used by said Association for all reasonable purposes related to the

maintenance, repair, upkeep, replacement and construction of a sign and/or monument, including but not limited to ornamental and other reasonable appurtenances thereto.

By causing this Deed of Dedication to be admitted to record, the Declarant is stating the Declarant's intent that Anna Coves Subdivision, First Addition to Anna Coves Subdivision, Anna Coves Subdivision, Section II, and Anna Coves Subdivision, Section III, shall be deemed to be one consolidated development with the lots therein imposed with identical applicable burdens and benefits and with the Declarant enjoying the identical applicable reservations and benefits imposed upon Anna Coves Subdivision in the aforesaid Deed of Dedication and Modification of Deed of Dedication, except as may be herein otherwise stated.

Anything to the contrary notwithstanding the Declarant hereby reserves unto itself the following authority and hereby establishes the following benefits with regard to the lots in Section III of Anna Coves Subdivision.

A. Until December 31, 2008, the Declarant reserves the right as to any lots owned by it to divide, subdivide, or resubdivide any lot, and to relocate any boundary line or to otherwise change the configuration of any lot so long as any such division, subdivision, resubdivision, boundary line change, or lot reconfiguration is permitted by the then applicable Louisa County Ordinances.

B. If two or more adjoining lots are owned by the same individual(s) or the same entity; (1) said owner(s) and said lots shall only be assessed by the Anna Coves Property Owners Association as if said adjoining lots constitute a single lot unless; (2) there is more than one dwelling located on said adjoining lots, in which event there shall be an assessment for each such dwelling but not an assessment for any adjoining unimproved lot(s).

WITNESS the following signature and seal:

SPOTS-LOU, INC.

BY: Eloise N. Rogers, Pres. (SEAL)
Eloise N. Rogers, President

STATE OF VIRGINIA,

CITY/COUNTY OF LOUISA, to-wit:

The foregoing instrument was acknowledged before me this 17th day of JUNE, 1998, by SPOTS-LOU, Inc., a Virginia corporation, by Eloise N. Rogers, its President.

My Commission expires:

10-31-2000

[Signature]
Notary Public

INSTRUMENT #98003826
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY ON
JUNE 17, 1998 AT 11:24AM
DEAN P. AGEE, CLERK

MEMORANDUM OF DEDICATION

ADDITION TO ANNA COVES SUBDIVISION, MINERAL DISTRICT, LOUISA COUNTY, VIRGINIA

THIS MEMORANDUM OF DEDICATION made and entered into this 6th day of September 2001, by SPOTS-LOU, INC., a Virginia corporation hereinafter called "Declarant" whose address is P.O. Box 88, Ashland, Virginia 23005.

WHEREAS, the Declarant is the owner of four parcels of real property lying in Mineral District, Louisa County, Virginia, more particularly described on a plat of survey by Bell Surveys Inc., dated January 20, 2001 of record in the Clerk's Office of the Circuit Court of Louisa County Virginia, in Plat Book 8, at page 1424, three of which parcels were reconfigured by a certain Plat of Survey of Property Line Adjustment by Bell Surveys, Inc., dated June 7, 2001, which plat is of record in the aforesaid Clerk's Office in Plat Book 8, at page 1451, and which reconfigured parcels were further established by a certain instrument entitled Boundary Line Adjustment and Instrument Establishing Easements dated July 10, 2001, between Margaret T. Harlow, Trustee, et al and Spots-Lou, Inc., which instrument is of record in the aforesaid Clerk's Office in Deed Book 690, at page 946; and

WHEREAS, by a certain Deed of Dedication dated November 24, 1977, made by Spots-Lou, Inc. of record in the aforesaid Clerk's Office in Deed Book 216, at page 443, the Declarant reserved the right to declare additional lands subject to said declarations and to benefit and/or burden said lands with any and all privileges, protections, restrictions, conditions, easements and covenants established by said declarations including, but not limited to, the right to grant unto others the right to use the "Boat Ramp" area (Lot 10) or any other land set aside within Anna Coves Subdivision for general recreational purposes, subject to the rules and regulations of the

R. JEFFERSON GARNETT
ATTORNEY AT LAW
ELM STREET
AND LOUISHOUSE SQUARE
LOUISA, VIRGINIA 23093

9/24/01

Anna Coves Property Owner's Association; and

WHEREAS, the Declarant desires to burden and benefit the hereinafter described parcels with all of the privileges, protections, restrictions, conditions, easements and covenants established by said Deed of Dedication and to reserve unto the Declarant with respect to said parcels all of the rights, powers and privileges established in favor of the Declarant under said Deed of Dedication.

NOW THEREFORE, witness that in consideration of the Premises the Declarant does hereby declare the hereinafter described real property to be subject to the provisions of that certain Deed of Dedication dated November 24, 1977, of record in the aforesaid Clerk's Office in Deed Book 216, at page 443; and doth further declare that the following described real estate is benefited and burdened with all privileges, protections, restrictions, conditions, easements and covenants established by said Deed of Dedication including, but not limited to, the right to use the "Boat Ramp" area (Lot 10) and any other land set aside within Anna Coves Subdivision for general recreational purposes as if the provisions of said Deed of Dedication had been set out verbatim and the Declarant hereby reserves all rights, powers and privileges established in favor of the Declarant under said Deed of Dedication and in addition, the Declarant reserves the right to modify or reconfigure any of said parcels which may be owned by the Declarant or which may be owned by the Declarant and/or by third parties who may consent to such modification and reconfiguration and further the Declarant reserves the right with respect to said parcels to relax any of the restrictions placed thereon which in the reasonable exercise of discretion by the Declarant in consideration of the unusually large size of said parcels, would enhance the value of said parcels without adversely affecting the other lots within Anna Coves Subdivision.

The real property affected by this Memorandum of Dedication is more particularly described as follows by reference to the aforesaid plats and the aforesaid Boundary Line Adjustment and Instrument Establishing Easements, to-wit:

ALL those certain four parcels of land situated in Mineral District, Louisa County, Virginia, known as Parcel 1 containing 20.013 acres, more or less, Parcel 2 containing 20.167 acres, more or less, Parcel 3 containing 24.250 acres, more or less, together with all of the recreational and agricultural rights immediately adjacent to said parcels, and Parcel 4 containing 23.360 acres, more or less.

WITNESS the following signature and seal.

Spots-Lou, Inc.

 (SEAL)
By: Eloise N. Rogers, President

BOOK 632 PAGE 724

STATE OF VIRGINIA,

COUNTY OF LOUISA, to-wit:

The foregoing Memorandum of Dedication was acknowledged before me this 14 day
of September, 2001, by Spots-Lou, Inc., a Virginia Corporation, by Eloise N. Rogers, its
President.

My commission expires:

5/31/05

Janet D. Harlow
Notary Public

INSTRUMENT #0107172
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY ON
SEPTEMBER 21, 2001 AT 09:27AM
JOHN H. HOPKINS, CLERK

Janet D. Harlow (30)

Tax Map Section ____, Parcel ____

THIS DECLARATION OF EASEMENTS AND ROAD MAINTENANCE
 ("Declaration") dated June 18, 2001, by **SPOTS-LOU, INC.**, a Virginia corporation
 (hereinafter sometimes referred to as "Declarant"), whose address is P.O. Box 88,
 Ashland, Virginia 23005, Grantor.

WITNESSETH:

WHEREAS, Declarant is the owner of four parcels of land located in Mineral
 District, Louisa County, Virginia, known as "*Anna Coves Estates*" which is shown on a
 plat by Bell Surveys, Inc., dated January 20, 2001 (the "Plat") to be recorded
 contemporaneously herewith in the Clerk's Office of the Circuit Court of Louisa
 County, Virginia; and

WHEREAS, the Plat shows the location of an area identified on the Plat as
 "*Anna Coves Trail (50' R/W)*" which is for the use of the owners of the Lots 1, 2, 3, and
 4 (hereinafter referred to as the "Lots") for the construction, operation and maintenance
 of a private road as a means of ingress and egress to and from their respective Lots and
 State Route 850 and for the location, operation and maintenance of utilities to serve the
 Lots; and

WHEREAS, Declarant, being the owner of all of the parcels, by this Declaration,
 desires (i) to establish and grant an easement for ingress and egress and for utilities over
 the areas identified as *Anna Coves Trail* for the benefit of the owner(s) of the Lots and
 (ii) to establish certain requirements regarding use and the maintenance of *Anna Coves
 Trail*; and

NOW, THEREFORE, to protect the value and desirability of the Lots and to
 promote the purposes of this Declaration, Declarant hereby declares that all of the Lots
 shall be held, sold, and conveyed subject to the following provisions:

DECLARATION/CONFIRMATION OF EASEMENT

1. The Declarant hereby grants, dedicates and establishes to and for the
 benefit of the owners of the Lots, and the Lots shall be subject to, a permanent, non-
 exclusive easement for (a) ingress and egress for vehicles and pedestrians to and from
 State Route 850 and the respective Lots and (b) for the installation, operation and
 maintenance of utilities to serve the Lots over, across and through the area identified as
Anna Coves Trail on the Plat.

R. JEFFERSON GARNETT
 ATTORNEY AT LAW
 ELM STREET
 AND COURTHOUSE SQUARE
 LOUISA, VIRGINIA 23093

PB 8 PG 1424

2. The easements hereby dedicated and established are currently private in nature and are for the use of the owners of the Lots and their guests and invitees and the County of Louisa. The easements hereby dedicated and established are not to be granted to others without the consent of all of the owners of the Lots.

3. The Lots are served by a privately maintained road, *Anna Coves Trail*, and will not be maintained by the State of Virginia or by the County of Louisa. Any costs necessary to bring the road to a condition qualifying it for acceptance as part of the secondary system of state highways shall be sustained from resources other than those administered by the Virginia Department of Transportation, the County of Louisa or any other public agency. School bus service is not provided by the County of Louisa along private roads, lanes or streets. United States postal service is not provided along private roads, lanes or streets. The expense and responsibility for maintaining the private road will be paid for and borne by the owners of the Lots after the initial construction of the road is performed by Declarant.

AGREEMENTS AS TO ROAD MAINTENANCE

4. Each of the owners of the Lots shall maintain *Anna Coves Trail* jointly with each other owner.

5. Contributions toward maintenance of *Anna Coves Trail* shall be on a prorata basis; in other words, the owner of each Lot shall contribute one-fourth of the expense toward the maintenance of *Anna Coves Trail*. Such maintenance shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, and performing other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles. A majority vote of the owners of the Lots, with each Lot entitled to one vote, shall determine what repair and maintenance shall be made to the road. If any Lot owner is in default for failure to pay that Lot's prorata share of the cost of such repair and maintenance for a period of 30 days after the due date established by the vote of the majority of the Lot owners, the non-defaulting owner(s) shall have the right to institute legal action to collect such delinquent prorata share and, in addition thereto, attorneys' fees and court costs.

6. If an owner of a Lot or the guests or invitees of an owner of a Lot causes damages to *Anna Coves Trail*, it shall be the sole responsibility and expense of such owner to promptly repair such damage to *Anna Coves Trail* at such owner's expense.

MISCELLANEOUS

7. This Declaration may be amended by Declarant or by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots; provided, however, that Declarant must consent to such amendment until such time as Declarant no longer owns any Lots. Again, the owner(s) of each Lot shall be entitled to one vote. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia.

8. This Declaration shall run with the title to the Lots and shall be binding on the successors and assigns of the respective title interests of each of the parties to this Declaration.

IN WITNESS WHEREOF, Eloise N. Rogers, President of Spots-Lou, Inc., a Virginia corporation, has executed this Declaration on behalf of the corporation and with authority of its board of directors.

SPOTS-LOU, INC.

By: Eloise N. Rogers (SEAL)
Eloise N. Rogers, President

STATE OF VIRGINIA,
COUNTY OF LOUISA, to-wit:

The foregoing Declaration was acknowledged before me this 29th day of JUNE, 2001, by Spots-Lou, Inc., a Virginia Corporation, by Eloise N. Rogers, its President.

My commission expires:

10-31-01

[Signature]
Notary Public

INSTRUMENT #0105130
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY ON

JULY 3, 2001 AT 02:00PM
SUSAN R. HOPKINS, CLERK

BY:

James McGhee (DC)

BOOK 713 PAGE 46

001601

Louisa County
A portion of TMP 17-20A, 17-21 and 17-31

PREPARED BY:
R. Jefferson Garnett,
Attorney At Law

AMENDMENT OF MEMORANDUM OF DEDICATION

THIS AMENDMENT OF MEMORANDUM OF DEDICATION is made and entered into this 28th day of February 2002, by **SPOTS-LOU, INC.**, a Virginia corporation, hereinafter called "Declarant," whose address is P.O. Box 88, Ashland, Virginia 23005.

WHEREAS, the Declarant is the owner of three parcels of real property lying in the Mineral District, Louisa County, Virginia, known as Parcel 1, containing 20.013 acres, more or less ("Parcel 1"), Parcel 2 containing 20.167 acres, more or less ("Parcel 2"), and Parcel 3, containing 24.250 acres, more or less ("Parcel 3") (the foregoing parcels are hereinafter collectively referred to as the "Parcels"), more particularly described on a plat of survey by Bell Surveys, Inc., dated January 20, 2001, of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Plat Book 8, page 1424, which Parcels were reconfigured by a certain Plat of Survey of Property Line Adjustment by Bell Surveys, Inc., dated June 7, 2001, which plat is of record in the aforesaid Clerk's Office in Plat Book 8, page 1451, and which reconfigured Parcels were further established by a certain instrument entitled Boundary Line Adjustment and Instrument Establishing Easements dated July 10, 2001, between Margaret T. Harlow, Trustee, et al and Spots-Lou, Inc., which instrument is of record in the aforesaid Clerk's Office in Deed Book 690, page 946; and

WHEREAS, the Declarant, by that Memorandum of Dedication dated September 6, 2001, of record in the aforesaid Clerk's Office in Deed Book 692, page 731 (the "Memorandum"), subjected the Parcels to the provisions of that certain Deed of Dedication dated November 24, 1977, of record in the aforesaid Clerk's Office in Deed Book 216, at page 443; and

WHEREAS, pursuant to the Memorandum, the Declarant reserved the right to modify or reconfigure any of the Parcels which may be owned by the Declarant or which may be owned by the Declarant and/or by third parties who may consent to such modification and reconfiguration; and

WHEREAS, pursuant to the Memorandum, the Declarant further reserved the right with respect to the Parcels to relax any of the restrictions placed thereon which, in the reasonable exercise of discretion by the Declarant, would enhance the value of the Parcels without adversely affecting the other lots in Anna Coves Subdivision;

NOW THEREFORE, witness that, in consideration of the Premises, the Declarant does hereby declare that notwithstanding anything contained in the Memorandum, or any prior restrictions, to the contrary, (i) the Declarant shall not unilaterally relax or amend any of the

restrictions placed on the Parcels; (ii) any dwelling home on any of the Parcels shall contain a minimum of 1200 square feet of living space that is fully enclosed, fully finished and heated; (iii) all modular home plans must be pre-approved by Spots-Lou, Inc.; and (iv) notwithstanding any existing rights or future rights pursuant to any applicable zoning ordinances or changes in same, any further subdivision of Parcel 1, Parcel 2 and/or Parcel 3 is hereby expressly prohibited without the prior written unanimous consent of the then owners of the aforesaid Parcels provided, however, that nothing herein shall preclude Spots-Lou, Inc., or its successors in title to Parcel 1, to the extent permitted under any then-applicable zoning ordinances or other relevant governmental regulations, from subdividing any portion of that 1.474 acre parcel that was acquired by Spots-Lou, Inc. and merged into Parcel 1 by deed dated March 20, 2001, of record in the aforesaid Clerk's Office in Deed Book 679, page 655, or from annexing to Parcel 1, or otherwise entering into deeds of exchange, deeds of merger, or shoreland and/or boundary line agreements or adjustments with respect to any real property adjoining Parcel 1.

WITNESS the following signature and seal.

SPOTS-LOU, INC.

BY: Eloise N. Rogers (SEAL)
Eloise N. Rogers, President

STATE OF VIRGINIA

COUNTY OF LOUISA, to-wit:

The foregoing Amendment of Memorandum of Dedication was acknowledged before me this 28th day of February, 2002, by Spots-Lou, Inc., a Virginia corporation, by Eloise N. Rogers, its President.

My Commission expires:

6/30/05

Duck H. Alberts
Notary Public

WREA\107675.1

INSTRUMENT #0201601
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY ON
FEBRUARY 28, 2002 AT 02:40PM
SUSAN R. HOPKINS, CLERK

BY: Patricia L. Madison (DC)

AMENDMENTS TO RESTRICTIVE COVENANTS
OF ANNA COVES PROPERTY OWNERS
ASSOCIATION, INC.

WHEREAS, Anna Coves Property Owners Association, Inc. is a duly constituted corporation in the State of Virginia charged with, among other things, the maintenance and care of the common area known as Lot 10 for the benefit of the property owners of Anna Coves Property Owners Association, Inc: and

WHEREAS, Anna Coves subdivision is the subject of restrictive covenants of record in the Clerk's office of the Circuit Court of Louisa County in Deed Book 216 Page 443, Deed Book 220 Page 207, Deed Book 259 Page 367, Deed Book 438 Page 374, Deed Book 573 Page 66, Deed Book 692 Page 731 and Deed Book 244 Page 164; and

WHEREAS, by a majority vote the members of Anna Coves Property Owners Association, Inc. have voted to only maintain ten boat slips on the shore land known as the Virginia Power Company shore land adjacent to Lot 10 (common area) at Anna Coves Subdivision and have voted to amend the Restrictive Covenants to reflect that only ten boat slips will be maintained at this time on the shore land for the benefit of the owners of lots at Anna Coves subdivision;

NOW THEREFORE, this Amendment to Restrictive Covenants made this 30th day of April 2008 by Anna Coves Property Owners Association, Inc., Grantor/Grantee;

All Restrictive Covenants applicable to Anna Coves Subdivision are hereby amended to the effect that only ten boat slips will be maintained at this time for the benefit of the owner's of Anna Coves Subdivision on the shore land adjacent to Lot Ten Anna Coves (common area) until such time as a majority of the property owners vote to increase the number of boat slips constructed and or maintained on the Virginia Power Company shore land adjacent to Lot Ten (common area).

WITNESSETH the following signature and seal.

Anna Coves Property Owners Association, Inc.

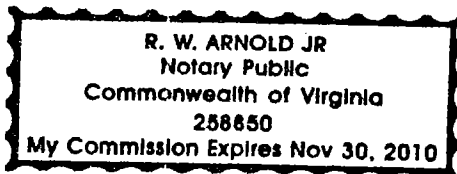
By: Mary D. Sattazahn
Mary D. Sattazahn
President of the Association

STATE OF VIRGINIA
COUNTY OF LOUISA, to wit:

I, R. W. Arnold Jr. a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Mary D. Sattazahn, whose name is signed to the foregoing as President, has this day personally appeared before me and acknowledged the same in my jurisdiction as aforesaid.

My Commission expires: 11/30/10

Given under my hand this 12th day of may 2008.



R. W. Arnold Jr. (SEAL)
(Notary Public)

INSTRUMENT #0800415F
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY OF
MAY 12, 2008 AT 01:16PM

SUSAN R. HOPKINS, CLERK
RECORDED BY: MLK