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#1066

THIS DEED made this 24th day of May, 1981,

by and between:

SPOTS-LOU, INC., a Virginia Corporation, party of the first part; and,

ANNA COVES PROPERTY OWNERS ASSOCIATION, INC., a Virginia Non-Stock Corporation, party of the second part.

WITNESSETH: That the party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, doth hereby, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, grant, bargain, sell and convey unto the party of the second part, the following described real property together with all improvements thereon and all rights and appurtenances thereunto belonging or in anywise appertaining, to-wit:

ALL of that certain lot or parcel of land lying in Mineral Magisterial District, Louisa County, Virginia, containing 1.081 acres, more or less, and designated as Lot TEN (10) on certain plats of survey by Milton Terry Estes, C.L.S., Inc., dated November 24, 1977, and as revised on October 30, 1978, and entitled "Subdivision of 'Anna Coves', Mineral District, Louisa County, Virginia" and which plats of survey are recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Plat Book 7, at pages 53, et seq., and said revision is recorded in Plat Book 7 at pages 60, et seq.; together with those shoreland rights appurtenant to said lot as set forth in the Modification of Deed of Dedication dated November 1, 1978, of record in the aforesaid Clerk's Office in Deed Book 220 at page 207.

BEING A PORTION of a certain 68.590 acre parcel of land, deeded to Spots-Lou, Inc., by a certain deed dated November 1, 1977, from William M. Rogers, widower, which deed is of record in the aforesaid Clerk's Office in Deed Book 210, at page 269.

Spots-Lou, Inc., for itself and any successor developer (or successor Declarant as defined in the Deed of Dedication dated May 24, 1977, of record in the aforesaid Clerk's Office in Deed Book 216 at page 443 hereinafter referred to as

6-26-1981
Mailed to:
Miss Anne Cary Graham
4418 Wickford Rd.
Baltimore, Md. 21218

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"the Deed of Dedication") reserves the right to maintain on Lot TEN (10) and on the Vepco shoreland adjoining Lot TEN, two (2) "sales" signs of a reasonable size and dimension similar to the existing "sales" sign located on the property for the purpose of providing general lot sales information to potential lot purchasers together with a mobile sales office. Said "sales" signs and sales office shall be maintained at the expense of Spots-Lou, Inc. (or any successor developer) and these signs and sales office shall be located in a manner designed to not unreasonably interfere with the recreational use of Lot TEN (10) and the Vepco shoreland adjoining Lot Ten by the members of the Association. The right to maintain said signs and sales office, unless sooner terminated by Spots-Lou, Inc. (or any successor declarant as defined in the Deed of Dedication) shall expire ten (10) years from the date of this deed. The mobile sales office shall be maintained in such a manner as to not unreasonably detract from the overall attractive appearance of Lot 10 and the surrounding area. Upon expiration of Spots-Lou, Inc.'s (or any successor declarant as defined in the Deed of Dedication) rights to maintain said signs and sales office as aforesaid or upon a sooner termination of said rights by Spots-Lou, Inc. (or any successor declarant as defined in the Deed of Dedication) as aforesaid, whichever shall first occur, Spots-Lou, Inc. (or any successor declarant as defined in the Deed of Dedication) shall promptly thereafter remove any sales signs and/or mobile sales office located on the property and shall promptly restore any damage to Lot 10 caused by the sales signs or by the mobile sales office.

The parties hereto recognize that Spots-Lou, Inc., has constructed at its expense upon the Vepco shoreland adjoining Lot Ten, a boat dock containing 29 boat slips which have been identified by numbers painted thereon, 1 through 29, respectively. By recording this deed, the Association hereby covenants to

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Spots-Lou, Inc., (and to any successor declarant as defined in the Deed of Declaration) as follows:

1. That the 20 boat slips numbered 4 through 12 inclusive and 17 through 27 inclusive, shall be exclusively reserved for and leased to owners of non-waterfront lots within Anna Coves and to owners of any additional non-waterfront lots which Spots-Lou, Inc. (or a successor declarant as defined in the Deed of Dedication) may cause to be burdened and benefited with the Deed of Dedication pursuant to Paragraphs 14 and 15 of said Deed of Dedication.

2. That the Association shall have the exclusive right to enter into leases, as Lessor, with owners of non-waterfront lots, as Lessees, upon such reasonable terms and conditions as the Association may from time to time deem appropriate. Provided, however, that the reasonable terms of any lease established by the Association, and particularly the amount of any rent, boat slip fees or other charges to be paid by the Lessees shall be based upon the reasonably contemplated costs of maintaining (including but not limited to the cost of replacing) the boat slips and boat dock.

3. The remaining 9 boat slips located on the Vepco shoreland and numbered 1 through 3 inclusive, 13 through 16 inclusive, and 28 through 29 inclusive, shall be maintained and reserved exclusively for the daily, temporary use of the owners of both waterfront and non-waterfront lots within Anna Coves and for the owners of any additional waterfront or non-waterfront lots which Spots-Lou, Inc. (or a successor declarant as defined in the Deed of Dedication) may cause to be burdened and benefited with the Deed of Dedication pursuant to Paragraphs 14 and 15 of said Deed of Dedication.

4. That the Association shall promulgate from time to time reasonable rules and regulations, not inconsistent with Paragraphs 1, 2 and 3 above, concerning the use of the

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boat dock and boat slips. Anything to the contrary notwithstanding, the Association shall have the right to assess charges for daily, temporary use of the 9 boat slips described in Paragraph 3 above.

5. That nothing herein contained shall be deemed to prevent the Association from constructing additional boat docks and boat slips and promulgating reasonable rules and regulations concerning their use, including the right to enter into leases concerning same; however, the Association shall be obligated to provide and maintain at all times a minimum of 20 boat slips for use by the owners of non-waterfront lots as above defined.

6. That except as may be hereinabove otherwise provided, the real property hereby conveyed shall be maintained and improved by the Association and shall be used as a general recreational area for the benefit of all owners of lots now or in the future burdened or benefited by the Deed of Dedication.

7. Anything herein to the contrary notwithstanding, after ten (10) years from the date of this Deed, the Association shall have the right from time to time to determine which 20 boat slips are to be exclusively reserved for and leased to owners of non-waterfront lots within Anna Coves and to owners of any additional non-waterfront lots which Spots-Lou, Inc. (or any successor declarant as defined in the Deed of Dedication) may be caused to be burdened and benefited with the Deed of Dedication pursuant to Paragraphs 14 and 15 of said Deed of Dedication to the end that said 20 boat slips do not necessarily need to be those boat slips presently numbered 4 through 12 inclusive and 17 through 27 inclusive as set forth in Paragraph 1 above. In like manner, anything herein to the contrary notwithstanding, after ten (10) years from the date of this Deed, the Association shall have the right from time to

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time to determine which 9 boat slips are to be exclusively maintained and reserved for the daily, temporary use of the owners of both waterfront and non-waterfront lots within Anna Coves and for the owners of any additional waterfront or non-waterfront lots which Spots-Lou, Inc. (or any successor declarant as defined in the Deed of Dedication) may be caused to be burdened and benefited with the Deed of Dedication pursuant to Paragraphs 14 and 15 of said Deed of Dedication to the end that said 9 boat slips do not necessarily need to be those boat slips presently numbered 1 through 3 inclusive, 13 through 16 inclusive, and 28 through 29 inclusive as set forth in Paragraph 3 above. It is specifically provided, however, that ^{or times prior to May 24, 1991}, at any time, upon the request of the Association and upon the written consent to said request by Spots-Lou, Inc. (or a successor declarant as defined in the Deed of Dedication) which consent may not be unreasonably withheld, the Association may determine which 20 boat slips shall be reserved for owners of non-waterfront lots as set forth above, and which 9 boat slips shall be set aside for the daily, temporary use of both waterfront and non-waterfront lot owners as described above.

8. Anything to the contrary notwithstanding, if on May 1st of any year, there is less than a 90% occupancy of the 20 boat slips reserved exclusively for the use of non-waterfront lots, as hereinabove defined, then the Association shall have the right to enter into leases with owners of either waterfront or non-waterfront lots until the 90% occupancy (18 of the 20 boat slips reserved for the owners of non-waterfront lots) has been attained provided that any leases entered into under this provision with owners of waterfront lots shall not be for a period of time extending beyond April 1st of the following year to the end that on April 1st of every year there shall be a minimum of 20 boat slips reserved exclusively for lease by owners of non-waterfront lots, as hereinabove defined. If at any time, there is less than a 100% occupancy as aforesaid, and the owner or contract purchaser of a non-waterfront lot, as hereinabove defined, applies for a boat slip lease then the Association shall lease a boat slip to said applicant.

9. To the extent permitted by law these covenants shall be deemed to run with the land.

By recording this deed, the Association shall be deemed

IN WITNESS WHEREOF, the said Corporation has caused its name to be signed hereto by William M. Rogers, its President.

SPOTS-LOU, INC.

By: William M. Rogers
WILLIAM M. ROGERS
President

STATE OF VIRGINIA,

COUNTY/CITY OF Louisa, to-wit:

The foregoing instrument was acknowledged before me this 4th day of June, 1981, by William M. Rogers, who is President of Spots-Lou, Inc., a Virginia Corporation.

My Commission expires:

February 19, 1984

Mary R. Joudin
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County June 17 1981. This Deed was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record at 8:45 o'clock A. M.

Teste: Anne C. Long Deputy Clerk.

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#1067

THIS DEED, made this 3rd day of June, 1981, by and between HAYNES-ANDERSON ASSOCIATES, a Virginia Partnership, party of the first part, and THOMAS ASHBY KELLEY and LINDA LEE KELLEY, husband and wife, parties of the second part, whose mailing address is: 6610 Alexis Drive, Bowie, Maryland 20715;

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the parties of the second part, Thomas Ashby Kelley and Linda Lee Kelley, husband and wife, as tenants by the entirety with full rights of survivorship as at common law and not as tenants in common, the following described property, to-wit:

All that certain tract or parcel of land together with all improvements thereon and appurtenances thereunto, lying and being situate in the Mineral Magisterial District of Louisa County, Virginia.

6-26-1981
Mailed to;
Mr & Mrs. Thomas Asby Kelley
6610 Alexis Drive
Bowie, Maryland 20715