

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
HERON LANDING
AND
HERON POINTE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HERON LANDING (f/k/a HERON POINTE) AND HERON POINTE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as this "**Declaration**" is made this 18 day August year 2018 by **HERON POINTE HOMEOWNERS ASSOCIATION, INC. (t/a HERON LANDING, HERON LANDING HOMEOWNERS ASSOCIATION and HERON LANDING HOMEOWNERS ASSOCIATION, INC.),** hereinafter referred to as the "**Association**".

WITNESSETH:

WHEREAS, Willow Oak Properties LLC, a Virginia limited liability company ("**Willow Oak**"), as Declarant, made that certain Declaration of Restrictive Covenants of Heron Pointe, executed May 21, 2004, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "**Clerk's Office**") on May 21, 2004, as Instrument No. 04-04311 in Deed Book 1439, at Page 1, with respect to Section A of the Heron Pointe subdivision as described therein (the "**Willow Oak Section A Declaration**");

WHEREAS, Willow Oak, as Declarant, made that certain Declaration of Covenants, Conditions, and Restrictions of Heron Pointe and Heron Pointe Homeowners Association, Inc., executed May 21, 2004, and recorded in the Clerk's Office on May 21, 2004, as Instrument No. 04-04312 in Deed Book 1439, at Page 11, with respect to Section A of the Heron Pointe subdivision as described therein (the "**HOA Section A Declaration**");

WHEREAS, Willow Oak, as Declarant, made that certain Declaration of Restrictive Covenants of Heron Pointe, executed October 27, 2005, and recorded in the Clerk's Office on October 28, 2005, as Instrument No. 05-09230 in Deed Book 1521, at Page 370, with respect to Section B of the Heron Pointe subdivision as described therein (the "**Willow Oak Section B Declaration**");

WHEREAS, Willow Oak, as Declarant, made that certain Declaration of Covenants, Conditions, and Restrictions of Heron Pointe and Heron Pointe Homeowners Association, Inc., executed October 27, 2005, and recorded in the Clerk's Office on October 28, 2005, as Instrument No. 05-09231 in Deed Book 1521, at Page 380, with respect to Section B of the Heron Pointe subdivision as described therein (the "**HOA Section B Declaration**");

Given-Initialed to Amy MacFarland

WHEREAS, Willow Oak, as Declarant, made that certain Declaration of Restrictive Covenants of Heron Pointe, executed May 5, 2006, and recorded in the Clerk's Office on May 17, 2006, as Instrument No. 06-03807, at Page 46, with respect to Section C of the Heron Pointe subdivision as described therein (the "**Willow Oak Section C Declaration**" and together with the Willow Oak Section A Declaration and the Willow Oak Section B Declaration, the "**Original Willow Oak Declarations**");

WHEREAS, Willow Oak, as Declarant, made that certain Declaration of Covenants, Conditions, and Restrictions of Heron Pointe and Heron Pointe Homeowners Association, Inc., executed May 5, 2006, and recorded in the Clerk's Office on May 17, 2006, as Instrument No. 06-03808, at Page 56, with respect to Section C of the Heron Pointe subdivision (the "**HOA Section C Declaration**" and together with the HOA Section A Declaration and the HOA Section B Declaration, the "**Original HOA Declarations**");

WHEREAS, pursuant to that certain Amendments to the Declarations of Restrictive Covenants of Heron Pointe, recorded in the Clerk's Office on December 4, 2008, as Instrument No. 08-07913, at Page 59, the Original Willow Oak Declarations were amended to change the name of the subdivision from Heron Pointe to Heron Landing, and to amend Section 15 of the Original Willow Oak Declarations as set forth therein (the "**Willow Oak Declarations Amendment**" and together with the Original Willow Oak Declarations, the "**Willow Oak Declarations**");

WHEREAS, pursuant to that certain Amendment to the Declarations of Covenants, Conditions, and Restrictions of Heron Pointe and Heron Pointe Homeowners Association, Inc., recorded in the Clerk's Office on December 4, 2008, as Instrument No. 08-07914, at Page 61, the Original HOA Declarations were amended to change the name of the subdivision from Heron Pointe to Heron Landing (the "**HOA Declarations Amendment**" and together with the Original HOA Declarations, the "**HOA Declarations**");

WHEREAS, pursuant to that certain Amendment of Plats of Heron Pointe Subdivision, recorded in the Clerk's Office on December 4, 2008, as Instrument No. 08-07915, at Page 63, the plats referenced therein for the Heron Pointe subdivision were amended to change the name of the subdivision from Heron Pointe to Heron Landing;

WHEREAS, Willow Oak, as Developer and controlling member of Heron Pointe Homeowners Association, Inc. t/a Heron Landing Homeowners Association, Inc., relinquished its majority control of the Association as of May 31, 2011, as evidenced by that certain document recorded in the Clerk's Office on June 10, 2011, as Instrument No. 11-02984, at Page 021;

WHEREAS, Willow Oak conveyed to the Association the common areas of the Heron Landing subdivision (the "**Common Areas**") pursuant to (i) that certain Deed of Gift dated October 26, 2012, recorded in the Clerk's Office on October 31, 2012, as Instrument No. 12-05944, at Page 171, (ii) that certain Deed of Gift dated October 26, 2012, recorded in the Clerk's

Office on October 31, 2012, as Instrument No. 12-0 5945, at Page 174, and (iii) that certain Deed of Gift dated November 8, 2012, recorded in the Clerk's Office on November 8, 2012, as Instrument No. 12-06076 at Page 1;

WHEREAS, the Association has agreed to a general plan of development as herein set out to restrict the use and occupancy of the property made subject hereto, for the benefit, and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof;

WHEREAS, in light of the foregoing, and also to implement certain conforming and other changes to the Willow Oak Declarations and the HOA Declarations, the Association deems it desirable and in the best interests of the Association to amend and restate herein the Willow Oak Declarations and the HOA Declarations with respect to the Heron Landing (f/k/a Heron Pointe) subdivision, as it presently exists as Sections A, B, and C thereof as described above and as it may be subsequently expanded; and

WHEREAS, the amendment and restatement of the Willow Oak Declarations and the HOA Declarations, as set forth in this Declaration, has been approved by the Association and by the required sixty-six percent (66%) majority of the current owners of the lots in the Heron Landing subdivision.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, the Association hereby declares that the Willow Oak Declarations and the HOA Declarations are hereby amended and restated as set forth in this Declaration, and that all of the property described on said recorded plats referenced above and described herein for HERON LANDING (f/k/a Heron Pointe) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of HERON LANDING as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said real property and their heirs, successors and assigns having any right, title, or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"ARC" shall mean the Architectural Review Committee established by the Association for the purpose of administering control over architectural, landscaping and related matters, as provided in Articles IV and V of this Declaration.

"Association" shall mean and refer to HERON POINTE HOMEOWNERS ASSOCIATION, INC., t/a Heron Landing Homeowners Association, Inc. a not-for profit Virginia corporation, its successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all members, unless the property is under the responsibility of a government authority, e.g., Virginia Department of Transportation. Common Property includes without limitation all existing and future roads and rights-of-way and all greenways; median strips, cul-de-sac centers, planting areas, recreational areas, Storage Lot and facilities; open space, walking trails, easements, boat ramps; community boat slips, and community piers that are developed on the Common Property it being understood that this enumeration is, by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Association to provide any of the described facilities and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Association, the Common Property shall not be used for public commercial purposes but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Dwelling Unit" shall mean and refer to the completed single-family home located upon a lot.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Subdivision.

"Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Association shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on plats recorded in the Clerk's Office, as follows: Section A recorded in Deed Book 1439, Page 11; Section B, recorded in Deed Book 1521, Page 380 and Section C, recorded as Instrument No. 060003808. The terms "Property", "Subdivision" and "HERON LANDING" are interchangeable.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION
AND PROPERTY OWNERS' ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner and the members of such Owner's family who reside with said Owner or are overnight guests of such Owner shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace and maintain all recreational areas and improvements located thereon and all streets, roads, road rights-of-way and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in installments as the Association may determine to be used to pay (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas and improvements located thereon, and all streets, roads, road rights-of-way and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including without limitation the procuring, maintenance, and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association. It is understood that the assessment funds shall be used for maintenance of the Common Property.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable for each lot shall be determined by the Association Board of Directors each year based on the previous year's assessment and the current and anticipated financial needs to properly effect the duties of the Association as defined in Article 11, Section 2(a). The annual assessment may be increased only as described herein Article 11, Section 2 (d). The annual assessment shall be due and payable on July 1 of each year, commencing upon recordation of the deed to Owner and pro-rated to July 1 of the following year and thereafter, provided the Board of Directors may elect to permit payment in such installments

and at such times as it shall determine. This assessment will be prorated on a fiscal year basis from the date title to each lot for which assessment is payable is transferred to the Owner.

(d) The annual assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the Board of Directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding fiscal year.

Section 3. Special Assessments. In addition to the assessments specified hereinabove, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any, such special assessments shall have the assent of a majority of the voting members of the Association attending a duly called meeting.

Section 4. Late Charges and Interest on Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the *Wall Street Journal* prime rate plus six percent (6%). The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 10 days of its due date. The initial interest rate for late payment is ten percent (10%) per year which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which Warrant in Debts may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and Warrant in Debt assessment date by majority vote of the directors.

Section 5. Warrant in Debt for Unpaid Assessments.

(a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment then the Association shall have a Warrant in Debt against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of Warrant in Debt and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and Warrant in Debt against the said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing Warrant in Debt upon the lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a Warrant in Debt upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the assessments nor the costs of collection shall be a Warrant in Debt upon any Common Property nor shall the Warrant in Debt upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the Warrant in Debt arose prior to the date and time of recording of any such first Warrant in Debt mortgage or deed of trust.

Section 6. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The Association may remove any obstructions of any nature located within road right-of-way or other Common Property (including but not limited to trees, shrubs and mailboxes which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the Virginia Department of Transportation (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b) The Association shall have the right, in its sole discretion to charge back the actual cost to it of removing obstructions against the Owner who directly or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association at law or in equity, caused by or resulting from the placement of the obstruction in the road rights-of-way or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails or refuses after demand by the Association to pay said charge or liability, then the Association shall have a Warrant in Debt against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of Warrant in Debt and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by email or letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice

in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

(d) The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a Warrant in Debt against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorney's fees, by all remedies afforded by law or in equity, including without limitation, the filing of a notice of Warrant in Debt and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 7. Duty to Make Repairs.

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.

(b) The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the Board of Directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees or guests. For these purposes, building materials unloaded on any road or road right-of-way that causes damage to the road or right-of-way is considered negligent

ARTICLE III

**MEMBERSHIP, VOTING RIGHTS,
OFFICERS AND MEETINGS**

Section 1. Membership. Every Owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. All shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot all such persons shall be members but the vote of such lot shall be exercised as they among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Section 2. Board of Directors. The Directors of the Corporation shall consist of five (5) members: the President, Treasurer of the HOA and three (3) Directors, elected by the members at the first meeting of each and every year. Each Director shall hold office for a term of two (2) years and may be re-elected. The Directors shall have such duties as generally pertain to the respective positions as well as such powers and duties as from time to time may be delegated to them by the Corporation.

Section 3. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. In order to control design and location of the houses and other improvements to be constructed, erected, placed or installed (hereinafter, "improvements") upon the lots in the Subdivision, the Association hereby creates an Architectural Review Committee (ARC) for the purpose of reviewing, approving, suggesting changes to and rejecting plans and specifications for such improvements (regardless of when such improvements are made), and the landscaping of each lot. This ARC is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, boat houses, ramps, piers, driveways and enclosures for satellite dishes larger than 24" in diameter. This ARC will be responsible for the control of size, color, materials and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, or any other such vehicle, that are kept or maintained or located upon any lot pursuant to Section 19 of Article V. The ARC will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision.

Section 2. The ARC shall consist of three persons designated or appointed from time to time by the Association Board of Directors.

Section 3. The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such buildings, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure and all accessory buildings, structures and improvements to the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

Section 4. The ARC shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the ARC has been made in writing within said 30 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the ARC gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the ARC with the foundation survey as soon as it is made. The ARC shall have the right to waive setback violations when the remedial costs of correcting such violation, in the ARC's opinion, would impose undue hardship upon the violator.

Section 5. The Owner is responsible for any repairs needed to any Common Property, easements, rights-of-way or roads caused by the construction of the Owner's residence. The Owner shall comply with Pittsylvania County regulations regarding roads for driveway installation.

Section 6. The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Association or the ARC of the structural stability, design or quality of any building or other improvement or of the contractor who constructed such buildings or other improvements. It is the responsibility of lake front property owners to be aware of all American Electric Power (AEP) Shoreline Management Plan requirements.

ARTICLE V

GENERAL USE RESTRICTIONS

The Association does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

Section 1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boathouses, which otherwise comply with these Restrictions. Dwellings may not be used for the purpose of short term (less than 6 months) rental property.

Section 2. Each single -family dwelling shall have an enclosed, finished and heated living area exclusive of open porches, garages, and other unheated spaces not less than One Thousand

Six Hundred (1,600) square feet. The design, location, and construction of all improvements on each lot regardless of when such improvements are made, and the landscaping of each lot must be approved in advance by the ARC.

Section 3. All improvements to the lot must comply with Pittsylvania County setback requirements or those set out in the recorded plat.

Section 4. More than one lot as shown on said plats or portions thereof, may be combined to form one or more lots. No lot may be subdivided by sale or otherwise, except by or with the written consent of the Association, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

Section 5. All connections of private driveways to HERON LANDING road system, and all connections of private easements and rights-of-way to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the ARC.

Section 6. There shall be no signs, fencing or parking permitted within the road right-of-way.

Section 7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the plans are approved in writing by the ARC. The ARC's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the ARC shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all plans and related data shall be furnished to the ARC for its records. If no action is taken by the ARC within thirty (30) days after plans are submitted to it, the owner may proceed to build without approval.

Section 8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision.

Section 9. Except within the building site (unless within 20 feet of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the ARC.

Section 10. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail,

riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one 18 months subsequent to issue date of the building permit; except with the written consent of the ARC. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within 18 months, and the Association determines that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, the Association shall have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a Warrant in Debt upon the lot upon owner's failure to pay these charges.

Section 11. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in HERON LANDING shall at any time be used as a residence; provided, however that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The ARC shall have the right to approve or disapprove these temporary construction shelters or vehicles. The ARC, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

Section 12. All homes constructed in HERON LANDING must be supplied with water for normal domestic use from individual privately drilled wells, or from a public water system should one become available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair, septic field and well site to the ARC.

Section 13. Exposed exterior walls composed of the following materials shall be prohibited from HERON LANDING: concrete block, concrete slab, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

Section 14. All new construction or vegetation removal must observe the use of a silt fence to protect water quality in nearby streams, rivers and lakes from sediment (loose soil) in storm water runoff.

Section 15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind shall be permitted to be kept on any lot, except

dogs and cats and other indoor household pets. In addition, all barns, fences, outbuildings and structures of any kind must be approved in writing by the ARC prior to commencement of construction thereof. Each owner must see to it that all of the Owner's dogs are kept on the Owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Exposed bottled gas containers, propane tanks and oil tanks shall be screened from public view. There shall be no above ground swimming pools unless approved by the ARC.

Section 16. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots and from the Common Property.

Section 17. In addition to any easement shown on the recorded plats of HERON LANDING, easements ten (10) feet in width along the lot lines fronting on the street right of way of all lots are reserved by Association for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. As between the easement reserved by these Restrictions and any easement located in the same area as shown on the record maps, the easement of greater width shall take precedence.

Section 18. The Association reserves a temporary construction easement of thirty-five (35) feet in width along both sides and running parallel to streets or roads, which easements shall expire eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

Section 19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles or salvage vehicles stored or placed or allowed to remain on or in any lot or part of HERON LANDING. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the ARC. Other boats and/or boat trailers (less than 28 feet in length), must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within HERON LANDING. No lot shall be used for storage of building materials prior to the issuance of the building permit for the primary residence. "Large truck" shall be defined as any no passenger vehicle larger than a pick-up truck.

Section 20. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the ARC.

Section 21. No outside clotheslines shall be permitted.

Section 22. The Association will maintain a storage area (the Heron Landing HOA Storage Lot). Use of this area is controlled by the ARC and a copy of the Rules and Regulations for use of the facility is available from the ARC and can be found on the Heron Landing website.

Section 23. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of HERO N LANDING other than the Property that is subjected to these Restrictions.

Section 24. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorney's fees.

Section 25. The Owners of lake front lots in HERON LANDING should be aware of Pittsylvania zoning and building regulations and AEP's Shoreline Management Plan and other regulations promulgated by AEP or its assigns, in relation to proposed piers, docks, boat access ramps, floats, boathouses, or disturbance of areas below the 620' elevation contour.

Section 26. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

ARTICLE VI

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section. 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Association reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declarations.
- (b) To correct grammar, spelling, capitalization and other matters of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six (66%) of the lot Owners.

ARTICLE VII

THESE RESTRICTIONS RUN WITH THE LAND

This "**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HERON LANDING (f/k/a HERON POINTE) AND HERON POINTE HOMEOWNERS ASSOCIATION, INC.**" is to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which the said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then Owners of the lots and has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Association has caused this **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HERON LANDING (f/k/a HERON POINTE AND HERON POINTE HOMEOWNERS ASSOCIATION, INC.,** which has been approved by the Association and a sixty-six percent (66%) majority of the current Owners, to be duly executed this 10 day of September 2018.

HERON POINTE HOMEOWNERS ASSOCIATION, INC.,
a Virginia non-profit corporation, t/a Heron Landing, Heron
Landing Homeowners Association, and Heron Landing
Homeowners Association, Inc.

by: 
Amy MacFarland, President

STATE OF VIRGINIA
COUNTY OF PITTSYLVANIA

The foregoing instrument was acknowledged before me this 10 day of September 2018, by Amy MacFarland, in her capacity as President of **HERON POINTE HOMEOWNERS ASSOCIATION, INC.**

 I. WESLEY MARTIN NOTARY PUBLIC REGISTRATION #72911848 OF VIRGINIA MY COMMISSION EXPIRES 4-30-2019	<u></u> Notary Public My commission expires <u>4-30-2019</u>
--	---