

# **FOX RUN ON LAKE GASTON**

**A DIVISION OF  
TANGLEWOOD LAND COMPANY, INC.**

## **DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS**

THIS DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 8<sup>th</sup> day of March, 1976, by TANGLEWOOD LAND COMPANY, INC., a Virginia corporation, herein called "Developer."

### **WITNESSETH**

WHEREAS, Developer is the owner of certain real estate described in Article II of this Declaration and desires to subdivide the same into recreational, residential property for single family residential purposes with streets, roads and certain additional facilities for the beneficial use of and enjoyment by the residents of said community; and

WHEREAS, Developer desires to preserve the values and the amenities in said community and to provide for the maintenance and operation of the common facilities and to that end desires to subject the real property described in said Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are, collectively and individually, jointly and severally, for the benefit of said property and each owner thereof; and

WHEREAS, Developer has determined it desirable for the effective preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining, operating and administering said community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter provided or so many and such assessments and charges as may be subsequently levied in accordance with the provisions herein; and

WHEREAS, Developer will incorporate or cause to be incorporated under the laws of the Commonwealth of Virginia, The Fox Run Association, Inc., for the purpose of exercising the powers and functions aforesaid. In this regard, the Developer will use its best efforts to qualify said Association for non-profit tax status as that term is now or may subsequently be defined by the Internal Revenue Code of the United States of America as the same shall be then interpreted by the Internal Revenue Service, but Developer does not warrant that said Association, when formed, will be accorded such status by the federal, state or local government.

NOW, THEREFORE, the Developer hereby declares that the real property described in Article II and such additions thereto as may be made pursuant to the provisions hereof shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions" or "Covenants and Agreements" or "Protective Covenants and Agreements") hereinafter set forth together with such amendments and/or additions thereto as may from time to time be incorporated herein.

### **ARTICLE I DEFINITIONS**

*Section 1.* The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Fox Run Association, Inc.
- (b) "The Properties" shall mean and refer to all lands described herein and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

- (c) "Common Properties" shall mean and refer to those areas of land in the subdivision of the Properties intended to be devoted to the common use and enjoyment of the owners thereof, whether title thereto is held by the Developer or the Association.
- (d) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the legal or equitable owner, whether one or more persons or entities holding any original lot, whether such ownership be in fee simple or as land contract vendee.
- (f) "Legal Entities" shall include, but not be limited to firms, corporations, partnerships, associations, churches, governmental agencies, municipalities, counties, states and the government of the United States of America.
- (g) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.
- (h) "Residential Lot" as defined herein is any original lot in the subdivision and shall be used exclusively for single family residential purposes.
- (i) "Set Back Line" shall mean and refer to the building set back line for each original lot as shown upon any original recorded subdivision map of the properties.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

*Section 1. Existing Property.* The real estate which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is situate in La Crosse Magisterial District, Mecklenburg County, Virginia, more particularly described as:

All those three (3) lots or parcels of land, together with improvements thereon and appurtenances thereunto belonging, shown on a Plat of Survey prepared by F. Richard Quible and Associates, Consulting Engineers and Land Surveyors, Chase City, Virginia, December 12, 1974, bearing caption: "Plat of Three Parcels of Land Containing a Total of 204.214 Acres, Parcel One Containing 110.039 Acres, Parcel Two Containing 91.888 Acres and Parcel Three Containing 2.287 Acres Now or Formerly Known as the Jones and Rudd Property" situate in La Crosse Magisterial District, Mecklenburg County, Virginia, said Plat of record in the Clerk's Office of the Circuit Court of Mecklenburg County in Deed Book 244, Page 77-79, being the identical property acquired by Tanglewood Land Company, Inc. as follows:

**Parcel P-1:**

By Deed of Jones and Rudd, December 27, 1972, recorded in Deed Book 229, Page 617.

**Parcels P-2 and P-3:**

By Deed of Jones and Rudd, December 27, 1972, recorded in Deed Book 229, Page 620.

**Parcel P-3:**

Parcel P-3 is excluded from the subdivision and these Covenants and Agreements.

As a matter of additional information, the aforementioned property shall, from time to time, be subdivided by the Developer as a part of and in strict compliance with the provisions of these Declarations of Protective Covenants and Agreements and said property, when subdivided, shall be platted of record in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, and marketed under the name "Fox Run on Lake Gaston, a Subdivision of Tanglewood Land Company, Inc., La Crosse Magisterial District, Mecklenburg County, Virginia."

*Section 2.* Additional lands may be made subject to this Declaration in the following manner:

- (a) The Developer, its successors and assigns, at any time prior to December 31, 1980, shall have the right to bring additional land into the scheme of this Declaration. Such proposed additions, if made, shall become subject to assessment for their just share of Association expenses. The common properties within all such Declarations shall be devoted to the common use and enjoyment of all owners. The Developer's right to bring additional lands into the Declaration shall not be held to bind the Developer to make any such additions or to adhere to the scheme in any subsequent development of the lands described herein or additional lands. The additions authorized under this and succeeding subsections shall be made by filing of record a Supplementary Declaration of Protective Covenants and Agreements with respect to any such additional property and shall extend the scheme of the Covenants and Agreements of this Declaration to such property except as therein expressly stated. Any such Supplementary Declarations may contain complimentary additions and modifications of the Covenants and Agreements contained in this Declaration as may be necessary to reflect the definite character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke the Covenants established by this Declaration of the properties described herein.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

*Section 1. Membership.*

- (a) Every person, family unit, or legal entity who purchases any original lot or undivided interest therein shall be a member of the Association.
- (b) No person or entity who holds such ownership or interest merely as security for the performance of an obligation shall be a member.
- (c) No person or entity shall become a member of the Association unless such person or entity owns as interest in a lot in the subdivision.

*Section 2. Voting Rights*

The Association shall have one class of voting membership. Voting members shall be all members who hold the ownership required for membership defined in Article III, Section 1 (a) above except, however, when more than one individual, family unit or legal entity holds such interest or interests in any original lot only one such individual, family unit or legal entity shall be a member. The vote for such lot shall be exercised as the owners themselves determine and in no event shall more than one vote be cast with respect to any such original lot.

### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

*Section 1. Members' Easements of Enjoyment.* Subject to the provisions of Article IV, Section 3, each original lot shall include as an appurtenance thereof membership in the Property Owners Association and shall create the right of easement of enjoyment in and the use of the common properties.

*Section 2. Title To and Control of Common Properties.* The Developer may retain legal title to and control of the common properties or any portion thereof until such time or times as, in the opinion of the Developer, the Association is able to adequately maintain and operate the same and to meet any existing obligations which may be a lien thereon, provided, however, the Developer shall convey said common properties to the Association and divest itself of all control thereof not later than December 31, 1978. The Developer may at any time delegate and assign such functions, duties and responsibilities to the Association pertaining to the maintenance and operation of the common properties or any part thereof as the Developer considers appropriate and conducive to the welfare and efficiency of the community. At the time of any conveyance under this provision, title to land and improvements, if any, shall pass to the Association subject to such encumbrances, if any, have been placed upon the property for the use, benefit and enjoyment of the Association. Properties designated or to be designated as common properties are for the mutual enjoyment of

the property owners of the subdivision and are subject to the terms, provisions, conditions and restrictions of this Declaration.

*Section 3. Extent of Members' Easements.* The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common properties and to encumber said properties as security for any such indebtedness. The members' rights and easements in the common properties shall be subordinate to any Deed of Trust given by the Developer or Association as security for funds borrowed for any such improvements.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against foreclosure, and
- (c) The right of the Association as may be provided in its Articles and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed six (6) months for any infraction of its published rules and regulations, and
- (d) The right of the Association to Levy special assessments or other fees for the use and maintenance of the common properties in addition to any fees.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

*Section 1. Creation of the Lien and Personal Obligation of Assessments.* Each owner, as provided in Article III, Section 1. by acceptance of a conveyance of a lot within the subdivision whether or not it shall be expressed in any Deed of conveyance, shall be deemed to covenant and agree to pay:

- (a) Annual assessments or charges.
- (b) Special Assessments for capital improvements, such assessments to be assessed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. If such assessment, together with such interest thereon and the costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

*Section 2. Purpose of Assessments.* The assessments levied as aforesaid (annual and/or special) shall be used for the purpose of health, safety, welfare and recreation of the residents in the properties and in particular, for the improvements, maintenance and operation of the properties and facilities devoted to these purposes and related to the use and enjoyment of the common properties and the facilities situate thereon including but not limited to the payment of taxes and insurance, repairs and replacements and for the cost of labor, equipment, materials, management and supervision thereof.

*Section 3. Basis and Amount of Annual Assessments.* The annual assessment shall be Thirty Dollars (\$30) per original lot per year commencing with January 1, 1979. Prior to said date, no fees shall be due to the Developer or Association for maintenance of the common properties except as in hereinafter provided. The amount of the assessment may, after consideration of current maintenance costs and future needs, be reduced for any year. THE AMOUNT THEREOF SHALL BE SUBJECT TO INCREASE BY THE DEVELOPER WITHOUT NOTICE TO ANY PURCHASER OR OWNER OF ANY LOT FOR THE PURPOSE OF INSTALLING, MODIFYING, MAINTAINING OR IMPROVING THE STREETS AND ROADWAYS WITHIN THE SUBDIVISION AND FURTHER FOR THE PURPOSE OF INSTALLING, MAINTAINING, MODIFYING, RENOVATING, OR IMPROVING THE BOAT LAUNCHING FACILITIES AND DOCKS WITHIN THE SUBDIVISION.

*Section 4. Special Assessment for Capital Improvements (Association).* At such time as the Association has become operational and title to common facilities or common properties have been delivered to the Association by the Developer, the Association shall have the power to levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the common properties, except, however, that such assessment shall have the affirmative vote of a majority of the votes of all members voting in person or by proxy at a meeting duly called for the purpose, written notice of which shall be sent registered or certified mail receipt return requested to all members at least 10 days in advance and shall set forth the purpose of the meeting.

*Section 5. Change in Basis and Maximum Amount of Annual Assessments (Association).* The Association may increase or decrease the maximum amount of and the basis of the assessments fixed by Section 3 hereof upon approval of a majority of the voting members who vote in person or by proxy at any meeting duly called for the purpose, written notice of which shall be sent registered or certified mail, return receipt requested, at least 10 days in advance and shall set forth the purpose of the meeting, except, however, that the Association shall not have the right to reduce the amount or any original or special assessment if the same be shown to be reasonably necessary for the maintenance, improvement, renovation or installation of the common facilities or properties.

*Section 6. Quorum for any Action Authorized Under Sections 4 and 5.* The quorum required for any action authorized by Sections 4 and 5 shall be those persons present at any meeting duly called, notice for which shall have been sent as required by the provisions hereof for the purpose of taking such action and considering such matters as may be presented at any such meeting pursuant to said notice.

*Section 7. Date of Commencement of Annual Assessments: Due Dates.* The annual assessments provided for herein shall commence on the 1<sup>st</sup> day of January, 1979. Assessments for each succeeding year shall become due and payable on the 1<sup>st</sup> day of January of each year. No adjustments or proration of assessments shall be made. For the purpose of levying the assessment, assessment shall be considered as paid in advance and shall be levied against any property which is subject to this Declaration of Supplemental Declaration as the same may be filed. The due date of any special assessment under Section 4 shall be fixed in the Resolution authorizing such assessment.

*Section 8. Duties of the Board of Directors.* The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Developer or Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

*Section 9. Effect of Non-payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies.* If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns and any subsequent owner thereof and shall bind the subsequent owner thereof whether or not expressly assumed, in which case such successor shall have the right of subrogation against his predecessor in title.

If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$5.00 shall be added thereto and from that date interest at the rate of one (1%) percent per month may be added to the delinquent balance and penalty, and the Developer and/or Association may bring suit at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing Complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided

and reasonable attorney's fee to be fixed by the court together with the costs of the action. The Developer and/or Association shall establish a registered office where a determination may be made of the amount of any unpaid fees and charges hereunder and the failure to do so within ten (10) years from the date of this instrument shall terminate the obligation, if any, of the purchaser for value of a lot in said subdivision from being encumbered by such delinquent fee.

*Section 10. Subordination of the Lien to Deeds of Trust and Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon the properties subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale of such property under foreclosure of the deed of trust or mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

*Section 11. Exempt Property.* The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by public authority and devoted to public use;
- (b) All Common properties as defined in Article 1, Section 1, hereof;
- (c) All properties exempted from taxation by the laws of the State of Virginia, and to the extent of such legal exemption;
- (d) All properties owned or held by Developer for sale, resale or otherwise owned by the Developer, including any property repossessed by the Developer or purchased by it at any foreclosure sale under a Deed of Trust given to secure all or a portion of the purchase price of any original lot.

*Section 12. Collection and Disbursement of Assessments.* Annual assessments as herein provided shall be collected and disbursed for the purposes aforesaid by the Developer until such time as the common properties are turned over to the Association as hereinbefore provided, and the Developer shall be strictly accountable to the Association for the same. Developer may from time to time delegate functions as to the Association pertaining to collecting and disbursing said annual assessments. All special assessments shall be levied, collected and disbursed by the Association.

## ARTICLE VI COMMON UTILITIES

*Section 1. Water.* Developer will install or caused to be installed a central water system within the subdivision from which water service will be extended to each original lot in the development. The central water system, including but not limited to well storage facilities, pumping facilities, trunk lines and distribution lines will be owned by a separate legal entity which shall be established by the Developer or an existing separate legal entity with which the Developer will contract for the service.

In either event, the owner of each original lot will pay a hook on fee of \$1,000.00 per lot which fee shall be due and payable when service to the lot is requested by the owner. In the event of the common ownership of two or more lots by the same owner, a hook on fee for each lot so owned shall be required and such owner shall not be permitted to supply water to an adjacent lot from a single service connection or another lot although such other lot be owned by him. In addition, the right to meter the water used on a monthly basis and rate of charge therefor is expressly reserved but whether or not the amount of service is metered, a monthly minimum charge of \$5.00 per lot shall be assessed from and including the date on which water service is requested by the individual lot owners.

The hook on fee shall be due and payable immediately upon request for service and no service shall be provided until said fee is paid in full.

The Developer makes no warranty, expressed or implied, that the water service provided or to be provided will afford fire protection to the community.

Developer will insure that the system, when installed, will meet the requirements of the Commonwealth of Virginia for single family domestic household and sanitation purposes.

The central water system although serving a community need, shall not be deemed a part of the common or community protection.

## ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

*Section 1. Review by Committee.* No residence, out building structure, building, fence or wall shall be commenced, erected or maintained upon any lot nor shall any exterior addition to or change or alteration therein or renovation thereof be made until the plans and specifications of the kind, nature, shape, height, materials and the location of the same shall have been submitted to and approved in writing by the Developer or by an architectural committee composed of three or more members of the Association appointed by the Developer or subsequently by the Association once the same has become operative as to harmony of exterior design, location in relation to the surrounding structures and topography. If no action is taken with 15 days after submission of said plans, then the proposed plan of construction shall be determined approved.

## ARTICLE VIII CONSTRUCTION AND USE LIMITATIONS

*Section 1.* All lots shall be limited to residential use. No building shall be erected, altered, placed or permitted to remain on any lot other than one (or two) family dwelling and private garages or out buildings incidental thereto. All dwellings must have a minimum enclosed living area of 1200 square feet exclusive of open porches, attached garages, patios, carports or basements. All building materials used in the construction of any structure shall be new and no asphalt shingles, tarpaper or related materials shall be used as an exterior building material. All dwellings must have solid wall foundations. All structures shall be completed on the exterior within six months from start of construction. No structure of a temporary nature (trailers, basements, tents, shacks, garages, barns or other out buildings) shall be occupied or stored on any residential lot temporarily or permanently. No residence shall be located nearer than five feet to the side property lines. Building set back lines as shown on the recorded Plats of the subdivision shall be honored. However, said set back lines may be disregarded in the event and to the extent that the location of any dwelling constructed upon the property as determined by the Mecklenburg County Health Department or other governmental agency having jurisdiction in the premise, for health reasons, dictates that the set back line as shown on said Plat must be disregarded.

The location of any dwelling upon the lot and the location of the septic tank and subsurface drain field must be approved by the Mecklenburg County Health Department.

No sign or other advertising device shall be displayed to the public view on any vacant lot. Builders may utilize one sign to advertise new previously unoccupied homes for sale. The owners of any homes may utilize one sign to advertise such property for sale, and in addition, the owner may display one sign not more than one foot square with his name and address on any lot upon which a residence has been constructed.

*Section 2.* No mobile homes shall be permitted within the subdivision except, however, that the owner of any original lot may locate thereon a "double wide" structure not less than 24 feet by 50 feet, provided said unit shall be equipped with a conventional "A" roof with a 24 inch overhang and in addition thereto, said structure meets the requirements of Article VI, Section 1 and this Article.

*Section 3.* No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be maintained for any commercial purpose and shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the subdivision.

*Section 4.* Trash, garbage and other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean sightly and sanitary condition.

*Section 5.* All fuel tanks shall be underground or adequately concealed.

*Section 6.* All structures intended for occupancy must be equipped with inside plumbing facilities and all sanitary plumbing; septic tanks and waste disposal facilities must conform with the minimum requirements of and be approved by the Health Department of Mecklenburg County, Virginia, or such other agency of competent jurisdiction as may then have authority to supervise and administer such waste disposal facilities.

*Section 7.* Lot owners must obtain a building permit from the office of the Mecklenburg County Building Inspector, Boydton, Virginia, before construction is commenced.

*Section 8. Easements.* Easements are reserved to the Developer for the purpose of conveying to public utility companies the necessary easements for utilities along and within 10 feet of the front line (street line), rear line (water front) and within five feet of the side lines of all original lots for the construction and perpetual maintenance of conduits, poles, wires or fixtures for electricity, telephone and other public or quasi public utilities and drainage together with the right to trim any trees which may at any time interfere or threaten to interfere with the construction and maintenance of such utilities.

It shall not be considered a violation of the provisions of this restriction reservation and covenant if wires, cables, pipes or lines erected over, under, across or along any lot or portion thereof, pass through, over or along any portion of said lot or lots provided that such deviation does not hinder the use, enjoyment or construction of any permitted building or structure upon said lot.

All buildings, trees or other improvements now or hereinafter placed upon said property shall be deemed a part of the surety for the performance of this Declaration and may not subsequently be removed from the property. Developer reserves the right to grade, excavate, cut or trim trees and underbrush on the property and further reserves the right to disturb top soil where, in its opinion, such work is advantageous for the improvements to the subdivision.

*Section 9.* No original lot or groups of lots may be further subdivided without written consent of the Developer.

*Section 10.* PURCHASERS OF LOTS IN THE SUBDIVISION SUBJECT TO THIS DECLARATION AND ANY ADDITIONS, AMENDMENTS, ALTERATIONS OR SUPPLEMENTS THERETO ARE HEREBY NOTIFIED AND THIS NOTICE SHALL BE CONSIDERED A PART OF ALL DEEDS AND CONTRACTS PERTAINING TO THE SALE AND CONVEYANCE OF ANY LOT, THAT ALL STREETS AND ROADS IN THE SUBDIVISION AS LAID OUT AND CONSTRUCTED BY THE DEVELOPER WILL NOT CONFORM TO THE STANDARDS OF THE VIRGINIA DEPARTMENT OF HIGHWAYS; THAT ALL ROADS AND STREETS SHALL BE MAINTAINED BY THE DEVELOPER AND ASSOCIATION AS HEREIN PROVIDED AS PART OF THE COMMON PROPERTIES AND IN NO CASE WILL THE VIRGINIA DEPARTMENT OF HIGHWAYS OR OTHER AGENCY OR POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, THE COUNTY OF MECKLENBURG OR THE UNITED STATES OF AMERICA BECOME RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, UPKEEP, REPAIR OR RENOVATION OF ANY STREET OR ROAD NOR WILL THE SAME BE INCORPORATED INTO THE PUBLIC HIGHWAY SYSTEM OF THE COMMONWEALTH OF VIRGINIA.

*Section 11. Variance.* The purpose of the foregoing Construction Use and Limitations is to insure the use of the properties for attractive single family residential purposes; to prevent nuisances; to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments incident to his ownership of property in the subdivision with no greater restrictions upon the free and unrestricted use of his property than is necessary to insure the same rights, benefits, enjoyments, freedom and advantages to other owners. Any reasonable request for a change, modification or addition to the foregoing shall be considered by the Developer and/or the Association at such time as the Association is chartered and becomes operational and if so approved will then be submitted in writing to the adjoining property owners and if consent to said property owners is forthcoming, in writing, such consent shall be recorded and when recorded shall be as binding as if set forth therein. As used in this Section 11., the term "abutting" shall be deemed to include the property directly across any street from the lot upon which the variance is sought.



## ARTICLE IX SANITARY FACILITIES AND UTILITIES

*Section. 1* No outside toilet or privy shall be permitted on any lot. No untreated waste from any lot shall be permitted to enter Lake Gaston or any stream, branch, creed, ditch, gulley, watershed or tributary thereof.

Sanitary waste disposal shall be provided by each lot owner utilizing a septic tank and subsurface drain field for a single family dwelling purposes supplied by a central water supply which said sewage disposal system shall be located, installed and maintained upon the premise by the individual property owners in strict accordance with the rules and regulations of the Mecklenburg County Health Department and/or the State Water Control Board or such other agency or political subdivision of the Commonwealth of Virginia and/or County of Mecklenburg as may or shall have jurisdiction over the matter. Such facilities shall at all times conform to the requirements of the State Water Control Board and/or the Mecklenburg County Health Department or such agency or political subdivision as may be then responsible for such facilities.

## ARTICLE X

No unlicensed motor vehicles shall be operated within the subdivision. This exclusion expressly extends to mini bikes, go-carts, golf carts, motor scooters, motor cycles, trail bikes and other motorized unlicensed vehicles. In addition, no unlicensed drivers shall be permitted to operate any licensed motor vehicle within the subdivision.

## ARTICLE XI GENERAL PROVISIONS

*Section 1. Duration.* The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the original lots has been recorded, agreeing to change said Covenants and Restriction in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

*Section 2. Notices.* Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member of owner on the records of the Developer or the Association at the time of such mailing.

*Section 3. Enforcement.* Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, Developer, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Developer reserves the right to enter upon any lot for the purpose of removing any signs, debris, brush, junk or other unsightly or unsanitary conditions and shall not be considered a trespasser in so doing, which said rights shall be fully assignable by the Developer to the Association at such time as the Association shall have been activated and is fully operational. The Developer and/or the Association further reserve the right to make a reasonable charge to the owner of such lot or lots for such service, which charge, when made, shall be a lien upon the premise and shall be fully

enforceable by the Developer or the Association through the appropriate action at law or suit in equity as the case may be.

*Section 4. Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.  
BY J. LAWSON JONES, President

ATTEST:  
P. H. RUDD, Secretary  
(CORPORATE SEAL)

CONTINUED →

SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 23<sup>rd</sup> day of July, 1976, by TANGLEWOOD LAND COMPANY, INC., a Virginia corporation, herein called "Developer."

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the subdivision known as "Fox Run On Lake Gaston a Division of Tanglewood Land Company, Inc." situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated March 8, 1976, and duly recorded in the Clerk's Office of said County in Deed Book 254, Page 1, et sequence; and

WHEREAS, under the terms and provisions of said Declaration (Article II, Section 2) additional land may from time to time be brought into and under the scheme of said Declaration and when so included, the same shall be and become subject to the terms, conditions, agreements, restrictions, assessments and provisions as therein contained; and

WHEREAS, Developer now desires to bring additional land into the scheme and under the provisions of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, the Developer, in accordance with Article II, Section 2 of the Declaration hereinabove mentioned, does hereby designate and include as a part of and with the scheme of and subject to the terms, provisions and conditions of the Declaration of Protective Covenants and Agreements of March 8, 1976, aforesaid, all of those certain lots or parcels of land situate in La Crosse Magisterial District, Mecklenburg County, Virginia, more particularly described as follows:

"Lots 57 through 96, inclusive, of Fox Run on Lake Gaston, a Subdivision of Tanglewood Land Company, Inc., as shown on a map or plat thereof prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, June 23, 1976, and recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 257, Page 661, being a portion of the identical property conveyed the said Tanglewood Land Company, Inc., by Deed of Jones and Rudd, a Virginia limited partnership, December 27, 1972, recorded in the Clerk's Office of said County in Deed Book 229, Page 617, and a portion of the property conveyed Tanglewood Land Company, Inc., by Deed of Jones and Rudd, a Virginia limited partnership, December 27, 1972, recorded in the Clerk's Office of said County in Deed Book 229, Page 620 to which reference is here made for a more detailed description of the property so conveyed the said Tanglewood Land Company, Inc., of which the lots which are the subject of this Declaration are a part."

The lots described above are hereby made and shall be a part of and within the scheme of and subject to the terms and provisions of the aforementioned Declaration of Protective Covenants and Agreements of March 8, 1976, as aforesaid, in the same manner and to the same extent as if said lots (57 through 96, inclusive) had been included specifically in the original Declaration of Protective Covenants and Agreements, as aforesaid.

In testimony whereof, Tanglewood Land Company, Inc., has caused this Supplemental Declaration of Protective Covenants and Agreements to be executed in its behalf by its President, attested by its Secretary pursuant to authority of its Board of Directors with its corporate seal affixed hereto, all as its corporate act and deed on the date and year first above written.

TANGLEWOOD LAND COMPANY, INC.  
BY J. LAWSON JONES, President

ATTEST:  
P.H. RUDD, Secretary  
(CORPORATE SEAL)

**Fox Run Association, Inc.  
Bracey, VA**

**The foregoing Regulations of the “Declaration of Protective Covenants and Agreements” of the “Fox Run on Lake Gaston Association, Inc.” were revised, approved, and recorded at the Mecklenburg County Clerk’s Office, Boydton, VA, on  
January 17, 2002.**

**REVISIONS:**

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| <p><b>Article: XI</b><br/><b>Section: 1</b><br/><b>Line: 4</b></p> <p>Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of <b><u>five (5) years</u></b> unless an instrument signed by the then owners of two-thirds of the original lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded <b><u>one (1) year</u></b> in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.</p> | <p><b>Article: VIII</b><br/><b>Section: 2</b><br/><b>Line: 3</b></p> <p>No mobile homes shall be permitted within the subdivision except, however, that the owner of any original lot may locate thereon "double wide" structure not less than 24 X 50 feet, provided said unit shall be equipped with a conventional "A" roof <b><u>with an overhang of a minimum of 8" on all sides</u></b> and in addition thereto, said structure meets the requirements of Article VI, Section 1 and this Article.</p>                     |
| <p><b>Article: VIII</b><br/><b>Section: 3</b></p> <p>No animals, livestock or poultry of any kind shall be raised or kept in any lot except dogs, cats or other household pets provided that they shall not be maintained for any commercial purpose and shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the subdivision. <b><u>Additionally, dogs must be kept on occupants' property or on a leash. This restriction includes property owners, rental occupants and guests.</u></b></p>  | <p><b>Article: X</b></p> <p>No unlicensed motor vehicles shall be operated within the subdivision. In addition, no unlicensed drivers shall be permitted to operate any licensed motor vehicles within the subdivision. <b><u>This prohibition excludes transportation for the physically handicapped and use of golf carts. The use of golf carts will be restricted to licensed drivers or as a medical necessity.</u></b> <b><u>Liability for any injuries or damage will be the responsibility of the operator.</u></b></p> |