

JANUARY, 2017

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOXWOOD GREEN**

THIS THIRD AMENDED AND RESTATED DECLARATION is made this 13th day of January, 2017, by the Boxwood Green Homeowners Association, Inc., a Virginia non-stock corporation (hereafter, the "Association").

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Boxwood Green was recorded in the Clerk's Office of the County of Franklin, Virginia, at Deed Book 549, Page 818 on August 2, 1994, and subsequently amended by those certain instruments recorded among the aforesaid land records at Deed Book 549, Page 1227, Deed Book 555 at Page 425, Deed Book 565 at Page 220, Deed Book 584 at Page 455, Deed Book 603 at Page 1809, Instrument No. 100003969 and Instrument No. 140007232 (the original declaration and its subsequent amendments are hereinafter referred to as the "Original Declaration");

WHEREAS, Article 17 of the Original Declaration grants the Association (by concurring vote of two-thirds of the Association members) the power and authority to amend, add to, alter or waive any of the provisions of the covenants of the Original Declaration;

WHEREAS, at a meeting of the Association at least two-thirds of the eligible Association members have voted in accordance with Article II, Sections 2.6 and 2.7 of the Bylaws in the affirmative at a special meeting of the Association to approve this amendment and restatement of the Original Declaration (the "Amendment");

WHEREAS, the president of the Board of Directors of the Association has determined that the Amendment was agreed to by the requisite number of votes of the Association.

NOW, THEREFORE, the Association, by and through its Board of Directors, does hereby amend and restate the Original Declaration as follows:

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby declares the residential lots shown on the subdivision plats of Boxwood Green (Sections I and II), of record in the Office of the Clerk of Circuit Court of the County of Franklin, Virginia, in Deed Book 549, Page 489-493, and (Section III), recorded in the aforesaid Clerks Office in Deed Book 556, Page 98; and Lots 68A, 69A, 70A, 71A, 72A, 75A, and 102, recorded in the aforesaid Clerks office, in Deed book 579, Page 582; and Lots 98A and 101 recorded in the aforesaid Clerk's Office in Deed Book 578, Page 1175; and Lots 99 and 100 recorded in the aforesaid Clerks Office in Deed Book 579, Page 581; and Lots 67A, 68B, and 75 recorded in the aforesaid Clerk's Office in Deed Book 589, Page 476, shall be held, transferred, sold, and conveyed subject to the covenants, conditions, and restrictions set forth below, which shall run with the land and be in full force and effect in perpetuity; provided, however, that these protective covenants may be amended, altered, released, or terminated at any time by affirmative vote of eligible members owning two-thirds (2/3) of the lots within the Association, either voting personally or represented by proxy, and duly executed and acknowledged by the President of the Boxwood Green Home Owners Association by appropriate instrument. Such instrument shall be recorded in the Clerk's Office of Franklin County, Virginia.

1. DEFINITIONS

- a. "Developer" is hereby defined as Alouf Construction and Development Company, a Virginia Corporation.
- b. "Lot" shall be defined as any lot designed on the plat of Boxwood Green as a lot on which a residential unit can be constructed.

- c. "Owner" shall be defined as the individual or entity which owns any lot within Boxwood Green. Whenever a vote is required of the Association, all owners shall be entitled to a total of one vote for each lot owned.
- d. "HOA" refers to the Boxwood Green Home Owners Association, a Virginia corporation. The term "HOA" would also include any committees appointed by the HOA Board to assist in its operation.
- e. "ARC" refers to the Boxwood Green Architectural Review Committee which is appointed by the HOA Board to review and approve applications from owners to construct and develop lots platted in the subdivision.
- f. "Common Area" refers to those areas set forth on the subdivision plat of Boxwood Green and identified as drainfield, open space, dock access driveway and ramp, well sites, and parking storage area.

2. THE LOTS

- a. Each lot shall constitute a residential building site and shall be used for residential purposes only. No more than one (1) residential unit may be constructed on any lot. No lot may be altered or re-subdivided to produce a greater number of lots. Lots may be combined to create one building site.
- b. No building, boat dock, fence, or any other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plan showing the proposed location of such building, boat dock or structure, drives and parking areas shall have been submitted to the HOA and approved in writing by the HOA.
- c. Landscaping plans shall be reasonable, unobtrusive, and in keeping with community standards.
- d. Refusal or approval of plans, location, or specifications may be based by the HOA on any grounds, including purely esthetic considerations, which in the discretion of the HOA shall seem sufficient.
- e. Any swimming pool approved by the HOA would need an outside water supply.
- f. No alteration in the exterior appearance of any building, boat dock, or other structure shall be made without approval by the HOA. The aforesaid plans shall be prepared by a person or firm regularly engaged in such work. In the exercise of its authority to grant or deny approval of such plans, the HOA, after considering the recommendation of the lot owner, shall have final approval of the site of all buildings, boat docks, and other structures.
- g. The written approval of the HOA required by this Section shall only be effective for a period of (1) year from the date of said approval and unless construction is commenced within that year, the approval shall lapse and the lot owner will be required to resubmit a request for approval to the HOA.
- h. Culverts shall be installed in accordance with the standards of the VDOT along the edge of the street where the driveway meets the street. Driveways shall be surfaced with either asphalt, black top, poured concrete slab, or gravel with defined borders.
- i. No fence shall be constructed without written approval of the HOA after review of a written application. No chain link fences, board fences higher than four (4) feet, or fences that obstruct a neighbor's view can be constructed. Split rail fences with wire inside are specifically permitted.

3. DWELLING

- a. No structure exceeding two stories in height, exclusive of basement, shall be erected, altered, placed, or permitted to remain on any lot. Attached garages shall have a maximum capacity of four (4) vehicles. One story dwellings may not be less than 1400 square feet of finished, heated area, excluding the basement. Dwellings of more than one story may not have less than 2000 square feet of finished, heated area, excluding the basement (in both cases, exclusive of porches, breezeways, garages, and decks). These dwellings shall not be erected, placed, or permitted to remain on any lot until approved in

writing by the HOA. Split-level dwellings shall be considered as two-floor dwellings for the purpose of this section. Exposed foundations shall not be allowed.

- b. Trailers and Mobile homes shall not be allowed.
- c. Exterior construction must be completed within (9) months of commencement of construction as required by approval plans shall be completed within twelve (12) months of commencement of construction. Said plans shall be submitted to the HOA, and a copy of the approval sheet will be kept on file by the HOA. No dwelling shall be permanently or temporarily occupied until the exterior has been completed and a Certificate of Occupancy is received from the county. During construction, lots must be maintained in a reasonably neat and clean condition, free of construction debris and trash, with appropriate sanitation facility provided. All construction materials should be removed from the site within thirty (30) days of completion of construction.

4. BOAT DOCKS

All boat docks shall be located and constructed in accordance with the requirements and specification prescribed in the U.S. Army Corps of Engineers, ordinances of Franklin County, Virginia, the regulations of the Commonwealth of Virginia and Appalachian Power (AEP), and in accordance with the plans and specifications as approved by the HOA. In determining the appropriate site for the boat dock, the lot owner and the HOA shall attempt to minimize the degree to which the dock may obstruct the view of other lot owners. In most instances, boat docks erected by lot owners shall be located within the extension of the side lot lines of the lot served by said boat dock unless decided otherwise and approved in writing by adjacent lot owners. Boat ramps or driveways to the water of Smith Mountain Lake or to the land below the 800 foot contour line shall not be permitted. Lot owners of waterfront lots shall maintain sufficient rip-rap at the approximate mean water line of the lake to prevent erosion.

5. USE

- a. Each lot owner shall keep all boats belonging to him or his guest docked in a neat and orderly fashion. Lot owners shall keep all motor homes, trailers, portable storage containers, camping trailers, boats, and boat trailers in storage or garaged except for a reasonable period of time for repair or preparation for use; however, such repair or preparation period shall conform with reasonable limitations established on the number of consecutive days and an aggregate annual limitation such items may be in a driveway or on a homeowners' property as established by the HOA Board of Directors. The Association provides owners, free of charge, space for such vehicles in its storage area.
- b. Such vehicles shall not obstruct or distract from the view of other lot owners, and such vehicles shall bear appropriate current license and registration. In the event a lot owner violates this provision, the HOA shall have the power to require the vehicle, container, or trailer owner to move said vehicle, container or trailer to a designated storage area. The storage area is for the use of lot owners only and shall not be used to store items of non-residents. Lot owners that permit the unauthorized use of the storage area may have their storage privileges suspended or revoked. The suspension or revocation of storage lot privileges shall not deter the HOA Board of Directors from enforcing requirements set forth in this paragraph.
- c. No business or commercial activity shall be allowed other than home occupations limited to the interiors of the dwelling with no exterior signage or retail activity, or outside employees. No use in the nature of a hotel, motel, hostel, lodge, bed & breakfast or inn shall be permitted. No noxious or offensive trade or activity shall be engaged in on the property, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No visible trade materials or inventories may be stored and no trucks or tractors or inoperative vehicles may be stored, used, or regularly parked on the premises.
- d. No Lot shall be rented for a period of less than ninety (90) days. All owners of Lots that are rented shall file with the Board of Directors a copy of the lease, which shall:
 - 1) prohibit sub-leasing of the property for a period of less than ninety (90) days;

2) contain no “opt-out” clause effectively ending the lease after a period of less than ninety (90) days; and

3) include an addendum specifying that the tenants have been notified of the requirements of the Covenants, Bylaws and Rules and Regulations of the Association and their acknowledgment that they are bound by these documents.

Unless approved in writing by the HOA Board of Directors, no Lot shall be used as a “vacation swap” arrangement for a period of less than ninety (90) days. In cases where these restrictions may create a hardship, Lot owners may seek temporary relief by presenting their case to the HOA Board of Directors. The HOA Board of Directors may establish rules and procedures in support of these restrictions as well as the appeal process.

6. PETS

- a. Only usual household pets shall be allowed on the premises and such pets shall be restricted to the Lots, and shall not be allowed to run at large. Usual household pets shall not include animals and/or reptiles normally found in zoos, the wild, or on farms, except for cats and dogs. No person may possess, harbor, or have an inherently dangerous exotic animal or wild animal.
- b. Every person owning or having possession, charge, care, custody, or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off such premises if it is under the control of a person physically able to control it and is restrained by a leash, chain, rope, or other means of adequate physical control.
- c. While walking leashed dogs in the neighborhood, dog owners and custodians shall remove the dog's feces from all public areas, common areas, and private property.
- d. Homeowners who witness dangerous or at-large animals should immediately contact the Franklin County Animal Control at 540-483-7440.

7. WATER AND SEWER

- a. No building shall be erected, maintained or permitted to remain on any lot which is not provided with adequate water supply and sewerage disposal in accordance with the requirements of any government agency having jurisdiction with respect thereto. Each lot owner must connect to the Boxwood Green central water system, owned and operated since 2012 by Western Virginia Water Authority. All connections fees paid to Boxwood Green by the original lot owners are transferable to the new owners.
- b. Water furnished through the central water system shall not be used for irrigation other than moderate hand-held watering (No Sprinklers). The central water system shall be the sole source of water for in-house consumption in Boxwood Green. An individual wishing to sink a well on his property for the purpose of irrigation must comply with Franklin County and Health Department regulations and obtain a permit so stating.
- c. The owner of any lot shall provide for any dwelling construction on such lot a septic disposal system constructed with the specifications of state and county health officials. Location of all septic systems shall be approved by the Franklin County Health Department. The Forced Main Septic Declaration is hereby made a part of this document.

8. TEMPORARY STRUCTURES

Unless approved in writing by the HOA, no temporary building or structure, including but not limited to house trailers, shall be erected or deposited on any lot. All structures built as permanent residences on any lot must be approved by the HOA.

9. LOT USE AND MAINTENANCE

Each lot owner shall maintain and preserve his lot(s) in a clean, orderly and attractive manner, within the spirit of the development.

- a. No open or exposed storage, including junk and/or abandoned items of personal property, shall be maintained on any lot. No trash shall be burned on the lots within the development, with the exception of construction debris. No open fires shall be started or maintained on any lot (including the abutting land below the 800 foot contour line) except in a suitable enclosure or container for the safe housing of man-made fires.
- b. Decomposing garbage must be kept in covered containers until disposed. Properly maintained compost piles are allowed.
- c. All fuel storage tanks and garbage containers must be hidden or screened so as not to be visible from adjoining lots, the road, or the lake.
- d. No satellite dish larger than 1 meter (39.37 inches) or other exterior antennae shall be placed on any lot unless approved by the HOA. No lot owner shall place a satellite dish on the Association's common areas.
- e. No solar energy collection devices shall be installed or used on any lot without the prior written approval of the Architectural Review Committee.

10. COMMON AREAS

The Common Areas are for the use of Boxwood Green Lot Owners and their guests. However, in the interest of protecting those areas and preventing injuries and damage, these areas are subject to the following prohibitions:

- a. No vehicles including autos, motor cycles, all terrain vehicles (ATV), snow mobiles, golf carts, scooters, or other motorized vehicles may be driven in the common areas (except the storage area) for any purposes unless approved in writing by the Board of Directors.
- b. No lot owners, their guests, or non-residents are permitted within 75 feet of the pump house for the community water system without first obtaining permission from Western Virginia Water Authority.

11. HOMEOWNER ASSOCIATION

- a. The Association shall be responsible for the maintenance and operation of the Common Areas. In furtherance of this responsibility, the Association shall have the authority to impose assessments on the lots, or the owners of such lots, or on any other entity, in connection with the maintenance and services for the benefit of some or all of the lots, the owners, or occupants of the Lots, or the Common Area.
- b. All lot owners shall be members of the Boxwood Green Homeowners Association and shall have the voting rights provided by the corporate documents. These rights may be amended or altered in accordance with these documents upon approval of 2/3 of the lot owners. Lot owners shall not include any person or entity who holds title merely as security for a debt.
- c. The HOA shall have the right to establish and collect assessments and by accepting ownership in the subdivision each lot owner shall be deemed to have agreed to pay same when due.
- d. The annual and any special assessments, together with interest, late fees, collection cost, and reasonable attorney's fees, including filing fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All such assessments and charges noted above, shall be the personal obligation of the owner of such property at the time assessments come due. The personal obligation for delinquent assessments shall unless paid pass to the owner's successors in title. A properly perfected lien shall pass with and encumber the title of the property.
- e. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof (including attorney's fees) as are hereinafter provided, become a lien on the property, which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal

obligation of the owner to pay such assessments, however, shall remain his personal obligation. It shall also become the personal obligation of a successor in title to pay any unpaid assessments and dues outstanding at the time title to the affected property passes or at any time thereafter so long as such person is owner of property.

- f. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may charge an interest rate established in its collection policies to the balance, and the HOA may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No lot owner may waive, or otherwise escape, liability for the assessments provided for herein by non-use of the common areas or abandonment of his property.

12. ARCHITECTURAL REVIEW

The Architectural Review Committee (ARC) shall be appointed by the HOA Board. The ARC will act on all applications submitted by owners for the construction of dwellings, docks, swimming pools, fencing, and landscaping authorized by Articles 2, 3, and 4 of this document. No alteration to the plans within the application can be made without the ARC's approval. If an application or any part of the application is disapproved by the ARC, an owner shall have the right to appeal to the HOA Board in writing within 30 days of notice of the disapproval.

13. SIGNS

No signs may be placed on any lot or dwelling other than standard real estate signs without first obtaining approval of the HOA.

14. ENFORCEMENT

In the event of any violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the HOA, the owners of any lot within the development, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach of any of the restriction set out above; but before litigation may be instituted, ten (10) days written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation, or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or effect its enforcement. The HOA retains this right of enforcement.

Pursuant to Section 55-513(B) of the Virginia Property Owners Association Act, the HOA shall have the power to (i) suspend a member's right to use facilities or services, including utility services, provided directly through the association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant, and (ii) assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guest, or other invitees are responsible.

15. MISCELLANEOUS COVENANTS

With regard to any lot which abuts the 800 foot contour line, when the HOA herein recites restriction, covenants, conditions, or rights as to such lots, the same shall also apply, subject to the rights of Appalachian Power Company, to the land adjoining said lot below the 800 foot contour line and being bounded by the imaginary extension of the side lot lines of said lot as they extend across the said 800 foot contour line and out into Smith Mountain Lake. A waterfront lot of owner's use of the land below the 800 foot contour line whether flooded by the waters of the lake or not shall be limited

to the area between the extension of the side lot lines of said lot owner's lot extending into the waters of the lake for a reasonable distance so as not to interfere with the rights or property of other waterfront lot owners. In those instances, where the Developer has previously approved in writing to the HOA control of the location of a waterfront lot owner's boat dock outside the area bound by the extension of the side lot lines of said lot owner's lot, the lot owner's right to use said area below the 800 foot contour line shall reasonably extend to the area of that lot owner's boat dock. The provisions of this paragraph are subject to the rules, regulations, and ordinances as may be placed in effect by Franklin County, Virginia, or any other governmental agency.

16. LOT MAINTENANCE

- a. In order to implement effective insect, reptile, and woods fire control, the HOA has the right to enter upon any lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth which in the opinion of the HOA distracts from the overall beauty, setting, and safety of the subdivision. The cost of this vegetation control shall be paid by the lot owner. The HOA may likewise enter upon such a lot to remove any trash which has collected or to abate a threat to the lake from pollution. In either case such entry shall not be made within thirty (30) days after the lot owner has been notified in writing of the need for such work and unless such owner fails to perform the work within said (30) day period. In the event that trash may pose a health hazard, the HOA may immediately go upon said property without notice to remove the said trash. The provisions in this paragraph shall not be construed as an obligation on the part of the HOA to mow, clear, cut, or prune any lot, to provide garbage or trash removal services, or to provide water pollution control on any lot. Entrance upon lots pursuant to the provisions of this paragraph shall not be deemed a trespass.
- b. In addition, the HOA reserves unto itself a perpetual, alienable and releasable easement and right on, over, and under any lot to dispense pesticides and take other action which in the opinion of the HOA is necessary or desirable to control insects, vermin, or destructive wild animals, to cut fire breaks and other activities which in the opinion of the HOA is necessary or desirable to control fires on any property or any improvements thereon. Entrance upon lots pursuant to the provisions of this paragraph shall not be deemed a trespass.
- c. The owner of each lot shown thereon shall be responsible for the neat and orderly maintenance of such lot, shall provide for sanitary garbage disposal, and shall not permit or suffer any garbage, sewage, refuse, waste, or other contaminated matter except normal surface water to be cast, drained, or discharged from such lot into the waters of Smith Mountain Lake. The lot owner shall trim, prune and maintain the grass, trees, shrubs, and plantings in a neat and orderly manner upon substantial completion of the residential dwelling upon the lot. In the event the owner shall fail to comply with the requirements of this paragraph, the HOA shall, if after reasonable written notice to the lot owner and the lot owner still having failed to comply with said requirement after fourteen (14) days from the mailing of said notice, have the right to enter upon such lot to correct the condition causing a violation of this paragraph and the lot owner shall be responsible for reimbursing the HOA for its actual cost in correcting said condition.
- d. The rights reserved unto the HOA in this paragraph and in the three prior paragraphs above shall not be unreasonably employed and shall be used only when necessary to affect the stated intents and purposes of said paragraphs.

17. SEVERABILITY

The invalidation by any court of any restriction contained in this declaration shall in no way effect the other restrictions, but they and each of them shall remain in full force and effect.

18. AMENDMENTS

The Boxwood Green Homeowners Association may amend these protective covenants at any time by a vote of eligible members owning two-thirds of the lots within the Association.

CERTIFICATION

The agreement and approval of this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Boxwood Green by the required majority of lot owners is hereby certified in compliance with §55-515.1(F) of the Code of Virginia and as evidenced by Exhibit A, attached.

IN WITNESS WHEREOF, the undersigned president of the Association has executed this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions this 13th day of January, 2017.

BOXWOOD GREEN HOMEOWNERS
ASSOCIATION INC.
BY

Richard G. Heck
President

COMMONWEALTH OF VIRGINIA }
COUNTY OF FRANKLIN } To-wit:

On this _____ day of January, 2017, before me, the undersigned notary public, personally appeared Richard G. Heck of Boxwood Green Homeowners Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public

My commission expires: _____.

Exhibit A