

APPLE MOUNTAIN LAKE  
PROTECTIVE DEED COVENANTS  
AND BENEFICIAL PROPERTY RESTRICTIONS

As modified by the general membership meeting, October 28, 2001

1. Building plans for all structures, including dwellings and outbuildings, to be constructed on any lots or tracts on APPLE MOUNTAIN LAKE must be submitted to and approved by the Architectural Committee appointed by the Board of Directors of the Corporation prior to the commencement of construction, in accordance with all zoning and health regulations of the County of Warren and State of Virginia in effect at the time of submission. No residence smaller than 500 square feet (excluding porch decking) shall be permitted on any lot or tract in APPLE MOUNTAIN LAKE.
2. Not more than one residence shall be constructed on any lot. No lot shall be subdivided. No lots shall be consolidated without prior approval of the Board of Directors. If lots are consolidated, owners shall still be required to pay fees for each of the original lots.
3. No building shall be constructed closer than twenty (20) feet from the right-of-way in any roadway.
4. No "track" vehicles may be driven on the roads of APPLE MOUNTAIN LAKE except for the construction and maintenance of the roads. All heavy equipment used for construction on APPLE MOUNTAIN LAKE is to be unloaded and loaded at the construction site.
5. The location of septic-system drain fields or other sewage devices shall be determined and designated by the Warren County Health Department in cooperation with the Virginia State Health Department.
6. All drainage fields, septic tanks, cesspools, wells, or cisterns must be approved by the Virginia State Health Department.
7. House trailers and recreational vehicles shall not be permitted to be placed on any undeveloped lots or tracts for living purposes on APPLE MOUNTAIN LAKE.
8. Hunting or attempting to take game in any manner, other than fish, shall not be permitted on APPLE MOUNTAIN LAKE, nor shall the discharge of any firearms or fireworks be permitted on APPLE MOUNTAIN LAKE.
9. Each property owner agrees to maintain his property either in its natural state, or, if improved and developed, in such improved or developed state to prevent existence of unsightly or otherwise offensive conditions.

10. Tracts and roads in APPLE MOUNTAIN LAKE are for the private use of property owners, their guests, heirs, and assigns, and no advertising, signs, or billboards of any kind, except directional and informational signs of the Corporation, may be erected, placed, or maintained on any lot, tracts, or right-of-way, nor upon any building erected thereon, except for real estate signs.
11. No unlicensed motorized vehicles, including mopeds, dirt bikes and motorcycles, may be operated on the roads of APPLE MOUNTAIN LAKE.
12. Each owner shall pay to the Corporation an annual assessment fee, per lot, which for computation purposes is the 2002 assessment fee of one-hundred-fifteen dollars (\$115.00), due each December, beginning in 2001. Said fee shall be used by the Corporation for road and common facilities maintenance, and necessary general expenditures of the Corporation, as approved by the Board of Directors of the Corporation, in accordance with the general budget approved by the general membership of the Corporation at the Annual Meeting. The amount of said assessment shall not be increased by more than five percent (5%) per year without the specific approval of the general membership.
13. Each property owner shall pay to the Corporation an additional annual assessment for the maintenance of insurance for the Corporation. The annual assessment shall be equal to each property owner's pro-rata share of the cost of the insurance.
14. A fee of one thousand dollars (\$1000.00) shall be paid to the Corporation prior to the commencement of construction of any new dwelling. These fees are to cover the cost of the additional wear and tear of the roads of APPLE MOUNTAIN LAKE during construction.
15. A reward of \$100.00 will be authorized by the Corporation for information leading to the apprehension and conviction of any person or persons involved in any act of robbery, theft, or vandalism occurring to any property belonging to the Corporation or any member or resident of APPLE MOUNTAIN LAKE.
16. No part of any lot may be sold or used as a road or right-of-way to any property outside of the subdivision. All roads and facilities are private and are for the use and enjoyment of the property owners and their guests only.
17. The Board of Directors shall prepare guidelines and recommendations with respect to the maintenance, construction, alteration, renovation, and improvement of the common areas and amenities, including the preparation of such rules and regulations as are deemed necessary to maintain and conserve the said common areas and amenities for the health, safety, and enjoyment of all members, guests, and tenants, as well as the arranging for the proper supervision of said common areas and amenities to insure use consistent with the Corporation's rules and regulations.

18. If any property owner, heir, or assign shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any property owner or combination of property owners, and/or the Board of Directors acting on behalf of the Corporation, to prosecute any proceedings, at law or in equity, against such person or persons, either to prevent or to recover damages caused by the violation.

19. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other Covenants, which shall continue in full force and effect.

20. Nothing herein shall be construed to prevent the Corporation from changing, modifying, or supplementing these Covenants from time to time, as deemed appropriate. Any changes, modifications, or supplementations shall not become effective until approved by a majority vote of the general membership.

21. A copy of these Covenants may be obtained from the Secretary of the Corporation at:  
AMLPOA  
P.O. Box 41  
Linden, Virginia 22642

INCORPORATES AMENDMENTS TO ARTICLES 2 AND 12, APPROVED BY THE GENERAL MEMBERSHIP ON OCTOBER 28, 2001

Date: 12-09-01

Apple Mountain Lake Property Owners Association

By: Mark R. DeAngelis

State of Virginia;  
County of Warren; to-wit:

Subscribed and sworn to before me by Mark DeAngelis, Pres.  
Apple Mountain Lake Property Owners Association, this 9th day of December 2001.

Jana S. J. C.  
Notary Public

My Commission Expires: 11/8/03



Jane L. Camron  
#LR01009462