

**BOARDVIEW ESTATES
PROPERTY OWNER'S ASSOCIATION
123 Windtree Pointe Drive
Moneta, Virginia 24121**

***Dues are presently \$120.00 per year**

***Dues are used for landscaping and mowing of common area, sign upkeep, taxes and any professional fees for POA.**

***Checking account for POA is at Franklin Community Bank with current balance of \$600.00.**

***Currently waiting for Tax ID number and officers to be elected.**



your bank is here

400 Old Franklin Turnpike • Suite 100
Rocky Mount, VA 24151
Phone: 540.489.3400 Fax: 540.489.3625

ACCOUNT: 2200284415
DOCUMENTS: 0

PAGE: 1
10/31/2008

BOARDVIEW ESTATES POA 30
123 WINDTREE POINTE 0
MONETA VA 24121 0

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WESTLAKE TOWNE CENTER OFFICE
12930 BOOKER T WASHINGTON HWY
HARDY VA 24101

TELEPHONE: 540-721-1600

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CHECK OUT OUR LOW RATES ON MORTGAGE LOANS: WE HAVE RATES FOR PURCHASE
AS WELL AS REFINANCE OR HOME IMPROVEMENTS. WE ALSO OFFER A ONE TIME
CLOSING ON CONSTRUCTION/PERM LOANS!

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KEY BUSINESS ACCOUNT 2200284415

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MINIMUM BALANCE	600.00	LAST STATEMENT 09/30/08	600.00
AVERAGE BALANCE	600.00	CREDITS	.00
		DEBITS	.00
		THIS STATEMENT 10/31/08	600.00



3K

of

BOARDVIEW ESTATES

08 FEB 29 AM 10:21

Whereas, Boardview Estates, LLC, developed the real property described below and desires to set forth the protective and restrictive covenants hereinafter for the purpose of insuring the best use and the most appropriate developments and the improvement of said property and to protect owners of lots and structures against improper use of surrounding lots as will depreciate the value of their property to preserve, so far as practical, the natural beauty of said property, to prohibit structures built of improper or unsuitable materials, to obtain harmonious color schemes, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on said building sites; to secure and maintain adequate free space between structures; and in general on said property and thereby to enhance the value of the lots therein; and,

08 NOV 18 14

Whereas, Boardview Estates, LLC, developer of Boardview Estates Subdivision, hereby declares the residential lots shown on the subdivision plats of Boardview Estates, surveyed by Robert C. Jeans, L.S. and of record in the Office of the Clerk of the Circuit Court of the County of Franklin Clerk's Office in *Deed Book 921 Page 1994* 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 for a period of forty (40) years from September 25, 2007, and will automatically renew every ten (10) years after that. Developer reserves the right to alter or change the restrictions.

Whereas, Treblig Enterprises, Inc is the owner of Lots 10 thru 14 and Salem Financial, LC is the owner of Lot 31, and have signed this document to agree, accept and acknowledge the terms, conditions, obligations and provisions of this Declaration; and,

The covenants shall be as follows:

1. THE LOTS

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. A lot or part thereof may be combined with an adjoining lot providing no additional lot is created.

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 developer. Landscaping plans shall be reasonable, unobtrusive, and in keeping with the community standards. Refusal or approval of plans, location, or specifications may be based by the developer on any grounds, including purely esthetic consideration, which in the discretion of the developer shall seem sufficient. No alteration in the exterior appearance of any building, boat dock, or other structure shall be made without approval by the developer. 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 developer, after considering the recommendation of the lot owner, shall have final approval of the site of all buildings, boat docks, and other structures.

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 asphalt, black top, poured concrete slab, surface treated or any other finish that is approved by the developer in writing. No fence shall be constructed without consent and written approval of the developer.

The Owner of any lot shall provide for any dwelling constructed on such Lot a septic disposal system constructed in accordance with the specifications of state and county public health officials. Lots 1 -25 within Boardview Estates that are required to have off-site septic drain fields served by individual force mains. Developer will install such force mains and drain fields for said lots that are required to have an off-site septic drain field. The first purchaser of any Lot that is serviced by an off-site drain field shall pay a one time connection or hook up fee of FOUR THOUSAND NINE HUNDRED NINETY FIVE DOLLARS (\$4995.00) to the Developer at time of closing on the Lot..

2. DWELLING

One (1) story dwellings may not be less than 1600 square feet of finished, heated area, excluding the basement. Dwellings of more than one story (example: 1 1/2 Story, 2 Story or Cape) may not be less than 2000 square feet, heated area, (with a minimum of 1200 square on the main level), excluding the basement. In both cases, exclusive of porches, breezeway, garages, and decks. Any dwelling shall not be erected, placed, or permitted to remain on any lot until approved in writing by the developer.

Any dwelling must have a minimum 7/12 roof pitch or higher. Property owner must submit roof elevation with floor plan approval from the developer. Exterior siding must be approved by the developer. Vinyl siding is not permitted. Singlewide and doublewide mobile homes are NOT allowed. However, modular homes are permitted. No modular home on a metal frame is allowed (commonly referred to as a code buster doublewide or modular).

Exposed foundations will not be allowed. Foundations shall be covered with stone, brick, dryvit, masonite or cedar siding and approved by the developer. Any other foundation covering can be submitted to developer for approval. Developer has the right to except or deny any materials not listed in this paragraph. Construction shall be completed within one (1) year of commencement of construction. During construction, lots must be maintained in a reasonably neat and clean condition, free of construction materials and should be removed from the site within thirty (30) days of completion of construction.

All utility sheds must be of the same general character and appearance as the residence on the Lot and shall be approved by the developer in writing.

3. BOAT DOCKS

All boat docks shall be located and constructed in accordance with the requirements and specifications of AEP and U. S. Army Corp of Engineers, and ordinances of Franklin County, Virginia. In the attempt to minimize the degree to which the dock may obstruct the view of other lots owners, each lakefront property owner must get their boat dock and the location of the dock approved from the developer. No dock shall cross the side lines or the imaginary lines that extend into the waters of Smith Mountain Lake unless so approved by the developer.

4. TEMPORARY STRUCTURES

Unless approved by the developer in writing, no building of a temporary character, including specifically house trailer and tents, shall be erected or allowed to remain on any lot. In the absence of written permission from the developer, the developer reserves the right to have any temporary structure removed at property owner's expense.

5. 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. No open or exposed storage, including junk cars and/or abandoned items of personal property, shall be maintained on any lot.

Each Lot Owner shall be responsible for keeping all boats that are parked and/or docked in the Owner's boat dock in a neat and orderly fashion. Storage of any boats or boats trailers shall not be permitted on any Lot if such boats or trailers are visible from any street, Smith Mountain Lake or other Lot, except in the case of areas that may be designated in the future by the Developer as boat/boat trailer storage areas. Trailers, recreational vehicles or similar vehicles shall not be allowed to be stored on any Lots where they are visible from any street, Smith Mountain Lake, or other Lot, except in the case of temporary periods not exceeding 48 hours per period which may be required for minor maintenance or cleaning of the boat or trailer or otherwise approved by the developer.

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. Visible trade materials or inventories may not be stored on the property without developer approval. Inoperative vehicles may not be stored, used, or regularly parked on the premises. Developer must approve any trade vehicles that will be parked in visible sight of any neighbors. (ex. "Snap-On Tools").

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 except in a suitable enclosure or container designed for the safe housing of man-made fires.

Garbage of the type that the decomposition of which creates a malodorous situation must be kept in covered containers. 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.

No satellite dishes larger than 18", or other antennae, will be allowed to be placed on a lot unless the property owner has written approval from the developer.

In order to implement effective insect, reptile, and woods fire control, the Developer has the right to enter upon any lot on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the developer detracts from the overall beauty, setting and safety of the subdivision. The cost of this vegetation control will be paid by the lot owner. The developer may likewise enter upon such 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 until thirty (30) days after written notice is given to property owner

The owner of each lot shown hereon 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 a residential dwelling upon the lot. Silt fencing must be used on any lot when the lot is under excavation and the house is under construction which is required by Franklin County Soil and Erosion Regulations.

6. TREES

No trees measuring six (6) inches or more in diameter (outside bark to outside bark) at six (6) feet above ground level may be removed except for those interfering with construction of a dwelling or septic system, unless approved in writing by the developer.

7. ARCHITECTURAL REVIEW

The Architectural Review Committee shall be appointed by the developer. The committee shall have the sole and exclusive right to approve/disapprove any and all construction or other development on any lot platted in the subdivision. Such construction shall include, but not be limited to the construction or establishment of dwellings, outbuildings, docks, fencing and/or landscaping. Once approved and/or constructed, no alteration in construction shall be made without the approval of the developer.

8. SIGNS

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

9. 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 owners of any lot within the development, or any of them, jointly and severally, shall have the right to proceed at law or in any of the restrictions 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 developer retains this right of enforcement.

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SIGNATURES ON NEXT PAGE

Boardview Estates, LLC

Phyllis D. Johnson (SEAL)
BY: Manager
ITS: Manager

State of Virginia,
County of Franklin, to-wit:

This Declaration was acknowledged and signed before me by Phyllis D. Johnson the
Manager of Boardview Estates, LLC this the 27th day of February, 2008.

Kirk J. Rugan
Notary Public
My commission expires: 9.30.2008
Notary reg. no.: 299149

Treblig Enterprises, Inc.

James I. Gilbert, IV (SEAL)
BY: JAMES I. Gilbert, IV
ITS: President

State of Virginia,
County of Franklin, to-wit:

This Declaration was acknowledged and signed before me by James I. Gilbert, IV the
President of Treblig Enterprises, Inc. this the 27th day of February, 2008.

Kirk J. Rugan
Notary Public
My commission expires: 9.30.2008
Notary reg. no.: 299149

BK 0932 PG 01143

Salem Financial, LC

Salem Financial, LC (SEAL)
BY: [Signature]
ITS: Manager

State of Virginia,
County of Franklin, to-wit:

This Declaration was acknowledged and signed before me by Buddy Mason, the
Manager of Boardview Estates, LLC this the 28th day of February, 2008.

[Signature]
Notary Public
My commission expires: 9.30.2008
Notary reg. no.: 299149

INSTRUMENT # 080001814
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
Feb 29, 20 08 AT 10:21AM
TERESA J. BROWN, CLERK
BY: [Signature] (DC)