

120007908

P.C. / C.C.  
Slide 131-132

1313

Prepared By & Return To: Freeman, Dunn, Alexander, Gay & Lucy, 1045 Cottontown Rd., Lynchburg, Va., 24503

DECLARATION OF PROTECTIVE COVENANTS

THE PRESERVE AT OAKWOOD; PHASE II, III and IV

Dated: October 15, 2012

WHEREAS, Oaklink, LLC, a Virginia Limited Liability Company is hereby referred to in this document as the "Declarant"; and

WHEREAS, a Declaration Of Protective Covenants of Lots 1-12 The Preserve At Oakwood; Phase I dated August 2, 2011 was recorded in the City of Lynchburg Circuit Court Clerk's Office as Instrument #110005126, establishing Lots 1-12, Phase I, said Protective Covenants and Amendments thereto to run with the land and be binding upon all parties and all persons owning Lots The Preserve At Oakwood; Phase I ("The Subdivision PAO I") containing Lots 1 through 12 as described on a Plat of Survey prepared by Berkley-Howell & Associates, P.C., dated March 8, 2011, revised June 6, 2011 and also revised August 25, 2011, and of record in the Office of the Circuit Court Clerk of City Of Lynchburg, Virginia, in Plat Cabinet 10, at Slides 131 and 132, and attached to the above-mentioned deed.

WHEREAS, it is the intention of the Declarant to develop Phase II, III and IV of the Preserve At Oakwood (PAO II-IV), sequentially and in consideration thereof, the Declarant wishes to burden Phase II, III and IV with certain requirements, covenants and restrictions as well and more particularly describe Phase II at this time;

NOW, THEREFORE, the following conditions, restrictions and covenants are applicable to Phase II, III and IV of the Preserve At Oakwood in perpetuity :

MAP #030702042, 03705021, 03705022, 03705029 and 03804040

1. Properties Subject: The Protective Covenants are applicable to the following described property located in the City of Lynchburg, Virginia:

Lots 13-28 of Phase II and all of the residue belonging to Oaklink, LLC, containing 31.743 acres, more or less, to be subdivided and developed as Phases III & IV, and adjoining common areas in the future, inclusive, at The Preserve At Oakwood, as more fully shown on that certain plat of survey entitled Phase II, The Preserve At Oakwood, prepared by Berkley-Howell & Assoc., PC., City of Lynchburg, Virginia, dated April 30, 2012 and revised October 7, 2012 , and to be recorded contemporaneously herewith and made a part hereof and being a portion of the same real estate conveyed to the Grantor herein by deed dated November 17, 2010 and of record in the Lynchburg Circuit Court Clerk's Office as Instrument #100008288; and by deed dated June 25, 2012 between The George C. Walker, Jr. And Lynne R. Walker Family Limited Partnership, a Virginia limited partnership, formerly The George C. Walker, Jr. And Lynne R. Walker Family Limited Liability Limited Partnership, a Virginia limited liability company, to Oaklink, LLC, a Virginia Limited Liability Company of record in the aforesaid Circuit Court Clerk's Office as Instrument #120004570.

2. PAO II-IV Property Owners Association: a PAO II-IV Property Owners' Association , Inc. ("Association") has been established by Oaklink, LLC . All future PAO II-IV Lot Owners shall be required to join the Association and shall be entitled to one (1) vote per Lot owned as set forth in, and subject to, the by-laws of the corporation. Membership in the Association or corporation shall be mandatory for all residents within the cluster development and the Homeowners' Association or corporation shall not discriminate by race, creed or sex in its members or shareholders. The primary functions of the Association shall

be those of establishing and enforcing rules of conduct in the common areas of PAO II-IV and standards of maintenance throughout the development. In the event that an Association member shall be notified in writing or by email of payment's past due said member shall be required to make said past due payment in full within thirty (30) days in order to exercise his/her member voting rights on matters before the Association.

3. All easements and rights of way necessary for ingress, egress, utilities, water, sewer, and their respective required slope easements, if applicable, and all common areas, shall be perpetual, non-exclusive and appurtenant for every Lot herein and for the enjoyment thereof by the respective owners and their invitees, together with those set forth in the Declaration Of Protective Covenants for Lots 1-12, Phase I, dated August 2, 2011, and of record in the City of Lynchburg, Circuit Court Clerk's Office as Instrument #110005126, as amended. All such easements are expressly subject to the terms and conditions set forth in that Deed of Easement And Agreement dated May 1, 2011 by and between the Declarant And Agreement dated May 1, 2011 by and between the Declarant and Richard C. Morris and Susan N. Morris, and of record in the aforesaid Clerk's Office as Instrument #110003112; as well as that Deed Of Confirmation Of Easement, dated August 18, 2011, by and between the Declarant and Richard C. Morris and Susan N. Morris, for a further description, and of record in the aforesaid Circuit Court Clerk's Office as Instrument #110005478.

4. PAO II Low Pressure Sewer: Lots 13-15 in PAO II shall be connected at their Lot lines to the City of Lynchburg sanitary sewer system. Individual Property Owners will be responsible for the purchase, installation and maintenance of a low pressure pumping system that will collect and move waste water/sewage from within their property to the City sanitary sewer system. An E/One Model WH231-73 configured with a minimum 237 gallon

pump station size shall be the specified system. All systems shall be configured to accept a back-up power source (i.e.: generator) for use in extended period power outages. As with any sanitary sewer system, the City of Lynchburg shall not be responsible for the operation of this (or any other) on-site sewer system until that point where it reaches the City right(s)-of-way(s) and connects to the city system.

5. PAO II-IV Declarant Responsibilities: The Declarant shall have three (3) votes per recorded and unsold Lot in exchange for subsidizing the operating account of the PAO II-IV Association as needed in order to fund the costs of maintaining all unsold PAO II-IV Lots until they are conveyed from Oaklink, LLC to a new Owner and all associated common areas, right(s)-of-way(s) until all PAO II-IV Lots have been conveyed from the Declarant to new Owners. The PAO II-IV Association will then assume and take full responsibility for PAO II-IV common area maintenance, supervision and necessary liability insurance protection; and the Declarant shall deed and convey all such common area and non-public right of way and easements to the POA II-IV Association, all common areas to be owned by POA II-IV or its authorized successors and/or assigns..

6. The PAO II-IV Association: shall have the authority to and the responsibility of establishing the rules and regulations governing the use of PAO II-IV common areas and the appropriate conduct thereupon.

7. Collection of Past Due PAO II-IV Association Fees: all Association fees shall be due and paid to the Association escrow Accounts in a manner determined by the Association. Past due Association fees, together with interest and collection costs, shall be a lien upon the Lot(s) against which fees are due. All receipts shall be held in PAO II-IV dedicated Association escrow accounts. The PAO II-IV Association shall have the right to

file among the land records of the City of Lynchburg, Virginia, a duly executed and acknowledged notice of lien with respect to each Lot and its Owner of which Association fees are thirty (30) or more days past due. Furthermore, said past due PAO II-IV Association fees shall be a lien whether or not filed in said courthouse. All costs of recovery, including but not limited to legal expenses, shall be added to and become the responsibility of the past due Association member.

8. PAO II-IV Association Fees: If it is decided as set forth in the Association by-laws that the annual Association fees for either grounds or residence maintenance should be increased by an amount greater than (15%) annually, said action shall require an affirmative vote by fifty-one percent (51%) of all Association members.

9. Grounds And Residence Maintenance

9.1 Grounds maintenance for individual Lots and common areas including grass cutting, fertilizer, pruning, snow removal, etc. will be provided by the Association for Lots with detached residential/single family unit buildings (homes) in PAO II-IV. The Association dues for grounds maintenance services shall be set forth in Schedule "A" and shall not include any scheduled residential building maintenance services. Oaklink, LLC shall be exempt from these dues in exchange for its subsidy agreement stated in paragraph #5 above.

9.2 Both grounds and scheduled residential building maintenance will be provided by the Association for all Lots with attached homes in PAO II-IV. The Association dues for these grounds and scheduled residential building

. . . .

maintenance services shall be set forth on the attached Schedule "A" for the year 2013.

10. **Scheduled Maintenance Services For Attached Homes:** A list and schedule of Residential building maintenance services for attached homes shall be forthcoming upon the offering of the initial attached unit in PAO II-IV.

11. **Covenants And Restrictions:**

11.1 The exterior design plan, materials list and landscape plans for the initial construction of all residences, improvements/additions thereof, shall be submitted to and receive written approval from the Design Review Committee (DRC) prior to the start of construction. Driveway materials and setback lines shall be specified when submitting plans.

11.2 No accessory facilities or structures including but not limited to tennis courts, pools, outbuildings, fences, screen plantings or other detached exterior improvements shall be erected, altered, or placed on any Lot unless building plans, specifications, and site plans showing the location and type of such improvements has been submitted in advance in writing to, and approved in writing by the DRC as to conformity and harmony of exterior design and exterior materials with existing structures in the area and as to the location with respect to topography and neighboring structures as well as setback lines.

11.3 **Minimum Material And Design Standards:** Architectural grade shall be the minimum quality standard for asphalt shingle roofing materials. Concrete shall be the minimum quality standard for driveway construction. Transitions from one type exterior siding material to another shall occur a

minimum of 12” from any vertical corner where exterior walls meet. All exterior windows above basement level shall incorporate a classic style of window mullions mounted to the leading outside glass pane(s) of the window unit. A standard curbside mailbox shall be approved by the DRC and available at cost through Oaklink, LLC and/or the PAO II-IV Association.

11.4 No Lot in The Subdivision may be subdivided. This covenant shall be irrevocable by amendment or otherwise.

11.5 No temporary structures are permitted on any Lot except by DRC approval and then only while the construction of the main residence is under way. Any residence under construction must be completed to the point of “occupancy approval” by the City of Lynchburg within twelve (12) months from the start date of site prep and construction.

11.6 No building materials (except during the time of construction), unlicensed or inoperable vehicles, or inventories may be stored outside at any time. Each property owner is responsible for all construction debris during any time of construction. Debris shall be placed in a temporary dumpster or removed and the building site shall be kept in a reasonable neat manner as not to create an eye sore for neighbors and for the overall appearance of the development.

11.7 Preceding, during and after the time of construction the builder and Owner will be liable, jointly and severally, for carrying out the appropriate approved erosion and sediment control measures and insuring that they are

properly installed and functioning as planned. If there is any question or concern the DRC will have final authority.

11.8 No single story (outside wall height) main residence shall be erected or maintained on any Lot of The Subdivision which shall cover less than a 1200 square foot (sf) "foot print" under roof and contain a minimum 1600 sf of heated/finished living space exclusive of garages, unfinished basement areas.

11.9 Any dwelling or outbuilding on any Lot destroyed in whole or in part by fire, windstorm, or any other cause or act of God must be rebuilt or removed. The Lot must be restored to its original condition with reasonable promptness; provided that no damage or destroyed structure shall remain longer than seventy-five (75) days.

11.10 Lot Owners in detached cottage homes are responsible for keeping their residence and outbuildings in good condition and shall install only DRC approved landscaping, including decorative shrubs, flowers and/or trees, on any Lot within six (6) months of the issuance of a certificate of occupancy for such dwelling. The Association shall be responsible for the total upkeep of all the Lots in PAO II-IV in regards to cutting of grass, pruning of shrubs, removal of fallen limbs, etc.

11.11 Each Lot Owner shall obtain DRC approval prior to placing permanent yard ornaments, exercise equipment, play structures, satellite dishes, antennae, and the like. Such articles shall be subject to removal within thirty (30) days of notification by action of the DRC.



11.12 No unregistered nor inoperable motor vehicles are allowed, junk, trash, debris, or any other condition that might contribute to a nuisance or health hazard. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads. Recreational vehicles, boats and utility trailers when not in use, are to be stored out of public view. This applies to vacant Lots the same as improved.

11.13 Window mounted air conditioning systems are prohibited.

11.14 Domestic animals may be kept on any Lot subject to rules set forth by the Association and no activity shall be conducted on any Lot, which would constitute a nuisance to neighbors or be offensive, noisy, or noxious.

11.15 The site plan of all Lots shall provide for a minimum of (2) fully accessible automobile parking spaces exclusive of garage parking spaces. Residents of PAO II-IV shall make a “best effort” at all times to use these on-site parking spaces before parking vehicles on Preserve Drive and Clopton Court.

11.16 All signs other than standard use real estate signs are subject to prior approval by the DRC. Contractor identification/promotional signage is allowed during construction up to the time of occupancy. Size and content of signage is subject to DRC review.

11.17 Banners, flags and the like shall be subject to regulation and/or removal under rules and regulations to be established by the PAO II-IV Association, unless otherwise governed by federal, state and/or local laws and regulations. No flag may be placed within any residence at The Preserve At

Oakwood so as to cover a door or window in whole or in part with the objective of making the flag visible from the exterior of the residence. Flags may only be flown on a house mounted flagpole not more than six (6) feet in length. No more than one (1) house mounted pole may be installed on any Lot. No flag may exceed 3' by 5'. Residents must exercise due care to assure that flags being flown remain in good condition.

11.18 Home Occupations. Subject to the limitations set forth below, improvements on Lots may be used for home occupations if (i) such occupations are clearly incidental and secondary to the use of the improvements for dwelling purposes; (ii) such occupations are customarily and traditionally carried on within dwelling units by one (1) or more occupants of such dwelling units; such occupations are conducted solely by residents of the dwelling units; (iii) such occupations are conducted entirely within the dwellings; (iv) not more than twenty percent (20%) of the total floor area of a dwelling and no more than a total of four hundred (400) square feet of floor area is used throughout the dwelling for any such occupation; (v) such occupations do not require any external alterations to dwellings or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the dwellings or on adjacent property; (vi) no articles are displayed or otherwise offered for sale upon the Lots involved; (vii) no equipment or process is used that may disrupt neighboring dwellings; (viii) no external evidence of such use occurs; (ix) traffic is not generated in greater volumes

than would normally be expected in a residential neighborhood, and (x) any need for parking generated by the conduct of such occupation is met off-street.

11.19 Garage, Estate or Yard Sales. "garage sales", "estate sales" or "yard sales" shall be permitted only for disposal of the private property and personal effects of individual Owners and Interested Parties and then only on an isolated basis reasonably related to the intended sale of a residence, termination or expiration of an Interested Party's lease or death of an Interested Party residing in PAO II-IV and with the prior approval of the Board. The Association may, but need not, organize such sales on a periodic basis within PAO II-IV on either a "neighborhood" or "community wide" basis.

11.20 Lot Owners must comply with all of the zoning and building ordinances of the City of Lynchburg, Virginia.

12. RENTALS: Rentals of any Lot, and the improvements thereon, of less than a twelve (12) month term are expressly prohibited. Partial rentals or any such Lot with improvements thereon are also expressly prohibited. Occupancy shall be expressly limited to a single family or up to three (3) unrelated individuals.

13. Duration: These restrictions are to run with the land and shall be binding on all Owners and their heirs, assigns, and other persons claiming under them. Should any covenant or restriction herein or any sentence, clause, phrase or term of this instrument be declared void, illegal or unenforceable for any reason by adjudication of any court or other tribunal having jurisdiction over the parties hereto and subject matter hereof, such judgment

in no way shall affect the remaining provisions herein declared to be severable and shall remain in full force and effect.

14. Enforcement: Enforcement of these covenants and restrictions shall be in accordance with the laws of the Commonwealth of Virginia and may be carried out by any Lot Owner, the DRC and/or the PAO II-IV Owners Association or by any proceedings at law including injunction. Individuals held to be violating the terms of these covenants shall hold harmless the persons or entity enforcing these covenants and shall be responsible to reimburse said person or entity for the costs of enforcing these covenants, including but not limited to, reasonable attorney fees and other reasonable foreseeable damages.

15. Amendments: These covenants and restrictions contained herein may be amended (unless described herein as irrevocable) by instrument signed by fifty-one percent (51%) of the Owners of the Lots in The Subdivision after Declarant no longer owns any lots in the Preserve At Oakwood . Any such amendment must be properly signed, notarized and recorded; provided however this is subject to the terms, conditions and exclusive rights of the Declarant as set forth under Paragraph 27 herein.

16. Subject Of These Covenants And Restrictions: Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the property that is subjected to these Covenants.

17. DRC Make-Up: The DRC shall consist of five to seven (5-7) architect/builder/landscaper/realtor/developer professionals, all serving at the leisure of Oaklink, LLC until such time that Oaklink, LLC offers and the PAO II-IV Association accepts and assumes said responsibilities of the DRC. All correspondence and/or requests of the DRC shall be addressed to Oaklink, LLC in care of their designated representative.

18. Oaklink, LLC representative for DRC matters is:

Hopkins Bros., Inc.

Attn: Dick Schoew

PO Box 753

Lynchburg, Va., 24505

[Dick@hopkinsbros.com](mailto:Dick@hopkinsbros.com)

19. DRC Response Time: The DRC shall respond to matters presented by Association members in good standing within thirty (30) days of receipt.

20. Transfer of DRC Responsibilities to PAO II-IV Association: At such time that all PAO II-IV Lots have been conveyed by the Declarant, the PAO II-IV Association may choose to assume the responsibilities of the DRC.

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

22. Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way defines, limits, or describes the scope of this Declaration nor the intent of any provisions hereof.

23. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to

violate the same, shall be liable for the cost of such proceedings including reasonable attorney's fees. Any Lot Owner may institute enforcement proceedings.

24. Conflict: In the event of any conflict between the provisions of this document and the plat drawings and/or specifications, the constraints reflected in the plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon a Lot and pre-existing the recordation of this instrument are exempt from any restrictions in this instrument that would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or the addition of improvements, aside from routine maintenance requires compliance with these provisions in their entirety.

25. Nuisance Defined: The term "nuisance" in the context of this Agreement shall be determined as any action or behavior that has disturbed the peaceful use and enjoyment of other Lot Owners as determined by the Association.

26. Easements: The Declarant herein, its successors and/or assigns shall retain a perpetual non-exclusive easement over the right(s) of ways and easements. The parcels in PAO I are subject to utility easements for the purpose of bringing public service to the development. They are also subject to road and drainage easements as shown on the recorded plat.

27. Reservations: Declarant reserves the right to impose violation of any of the provisions hereof, it shall be unlawful for any other person or persons in owning any real estate situated in equity against the person or persons in violation or threatening to violate of such covenant, either to prevent or enjoin such violation or to recover damages or other dues for such violation.

28. Amendments: Declarant reserves the right to amend, delete, or add to these covenants and restrictions as necessary provided any such amendments or deletion or addition shall not unreasonably interfere with the use and enjoyment of the land by the respective Owner until such time as Declarant and/or its assigns no longer owns a Lot(s) in Phases II, II and IV of the Preserve At Oakwood.

Declarant reserves the right to add additional Lots and subdivided from adjacent land to PAO II-IV, and the Owners thereof shall have the same use, enjoyment, and responsibility for maintenance of all roads, common areas, etc. Any additional Lots will join the PAO II-IV Property Owners' Association. Declarant (Oaklink, LLC) will turn all responsibility over to the Association no later than January 1, 2017.

29. Declarant reserves the right to combine the POA for Phase II, III and IV and the POA for Phase I, Lots 1-12 as set forth and established in the Declaration Of Protective Covenants, Lots 1-12, The Preserve At Oakwood, dated August 2, 2011 and of record in the aforesaid Clerk's Office as Instrument #110005126.

WITNESS the following signature and seal:

OAKLINK, LLC, a Virginia Limited Liability Company

By: *Judson Howell*

(SEAL)

Its Manager

STATE OF NORTH CAROLINA

TO-WIT:

CITY/COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of NOVEMBER, 2012 by FRED C. HOWELL, Manager of OAKLINK, LLC, a Virginia Limited Liability Company.

My Commission Expires: March 21, 2015

*Judson Howell* Notary No. NA  
Notary Public

JUDSON HOWELL  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires Mar. 21, 2015



SCHEDULE "A"

MONTHLY ASSOCIATION FEES

Monthly Association fees for unimproved Cottage Lots (Lots 13, 14, 15, 16, 23, 24, 25, 26, 27 and 28) will be \$150.00/month.

Monthly Association fees for Cottage Lots (Lots 13, 14, 15, 16, 23, 24, 25, 26, 27 and 28) will be \$275.00/month.

Monthly Association fees for Villa Lots (Lots 17, 18, 19, 20 21 and 22) will be \$350.00/month.

*[Faint, illegible text, possibly a signature or stamp]*

Prepared By & Return To: Freeman, Dunn, Alexander, Tiller, Gay & Lucy, 1045  
Cottontown Rd., Lynchburg, Va., 24503

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS

LOTS THE PRESERVE AT OAKWOOD; PHASE II, III AND IV

Dated: February 20, 2013

WHEREAS, Oaklink, LLC, a Virginia Limited Liability Company is hereby referred to in this document as the “Declarant”; and

WHEREAS, a Declaration Of Protective Covenants of Lots The Preserve At Oakwood; Phase II, III and IV dated October 15, 2012 was recorded in the City of Lynchburg Circuit Court Clerk’s Office as Instrument # 120007908 , said Protective Covenants to run with the land and be binding upon all parties and all persons owning Lots The Preserve At Oakwood; Phase II, III and IV (“The Subdivision”) containing Tracts as described on a Plat of Survey prepared by Berkley-Howell & Associates, P.C., dated August 25, 2011, and of record in the Office of the Circuit Court Clerk of City Of Lynchburg, Virginia, in Plat Cabinet 10 , at Slides 251-253, and attached to the above-mentioned deed.

WHEREAS, the Declarant wishes to amended paragraph 8 as it pertains to the annual increases in the annual dues:

MAP #030702042

WHEREAS, pursuant to Paragraph 28 of the above-described Declaration Of Protective Covenants, Lots, The Preserve At Oakwood; Phase II III and IV, the Declarant hereby amends Paragraph 8 of said Declaration Of Protective Covenants dated October 15, 2012, as hereinafter set forth.

8. PAO II-IV Association Fees: If it is decided as set forth in the Associations by-laws that the annual Association fees for either grounds or residence maintenance should be increased by the amount greater than (15%) annually, said action shall require an affirmative vote by fifty-one percent (51%) of all Association members: expressly provided however that as long Declarant owes a lot (s) therein, any increase may not exceed fifteen percent (15%) per annum unless by unanimous vote.

All other provisions contained in the Declaration Of Protective Covenants, The Preserve At Oakwood; Phase II, III and IV and of record in the aforesaid Clerk's Office as Instrument remain in full force and effect and the real estate hereinabove described remain subject thereto, together with the By-laws thereof attached hereto as exhibit "A", made a part hereof.

WITNESS the following signature and seal:

OAKLINK, LLC, a Virginia Limited Liability Company

By: \_\_\_\_\_ (SEAL)  
Its Manager

STATE OF \_\_\_\_\_  
TO-WIT:  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2011 by FRED C. HOWELL, Manager of OAKLINK, LLC, a Virginia Limited Liability Company.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary No. \_\_\_\_\_

WITNESS the following signature and seal:

OAKLINK, LLC, a Virginia Limited Liability Company

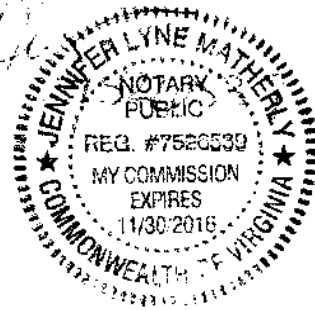
By: Fred C. Howell (SEAL)  
Its Manager

STATE OF Virginia  
TO-WIT:  
CITY/COUNTY OF Stafford

The foregoing instrument was acknowledged before me this 17 day of February, 2013 by FRED C. HOWELL, Manager of OAKLINK, LLC, a Virginia Limited Liability Company.

My Commission Expires: 11-30-16

Jennifer Lyn Matherly  
Notary Public Notary No:



Prepared By & Return To: Freeman, Dunn, Alexander, Tiller, Gay, Lucy and Coates  
1045 Cotton:town Rd., Lynchburg, Va., 24503

SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS

LOTS THE PRESERVE AT OAKWOOD; PHASE II, III AND IV

Dated: July 1, 2013

WHEREAS, Oaklink, L.L.C, a Virginia Limited Liability Company is hereby referred to in this document as the "Declarant"; and

WHEREAS, a Declaration Of Protective Covenants of Lots The Preserve At Oakwood; Phase II, III and IV dated October 15, 2012 was recorded in the City of Lynchburg Circuit Court Clerk's Office as Instrument # 120007908 , said Protective Covenant is run with the land and be binding upon all parties and all persons owning Lots The Preserve At Oakwood; Phase II, III and IV ("The Subdivision") containing Tracts as described on a Plat of Survey prepared by Berkley-Howell & Associates, P.C., dated August 25, 2011, and of record in the Office of the Circuit Court Clerk of City Of Lynchburg, Virginia, in Plat Cabinet #61, at Slides 251-253, and attached to the above-mentioned deed.

WHEREAS, the Declarant wishes to amended paragraph 5 as it pertains to maintenance of public right- of-ways and common areas:

WHEREAS, pursuant to Paragraph 28 of the above-described Declaration Of Protective Covenants, Lots, The Preserve At Oakwood; Phase II - III and IV, the Declarant hereby amends Paragraph 5 of said Declaration Of Protective Covenants dated October 15, 2012, in the manner set forth.

MAP #03702042, 03705021, 03705022, 03705029, and 03804040



OFFICIAL RECEIPT  
LYNCHBURG CIRCUIT COURT  
DEED RECEIPT

DATE: 07/29/13 TIME: 13:32:21 ACCOUNT: 680CLR130005518 RECEIPT: 13000016071  
CASHIER: KEA REG: LZ19 TYPE: AMEND PAYMENT: FULL PAYMENT  
INSTRUMENT : 130005518 BOOK: PAGE: RECORDED: 07/29/13 AT 13:32  
GRANTOR: OAKLINK L L C EX: N LOC: CI  
GRANTEE: OAKLINK L L C EX: N PCT: 100%  
AND ADDRESS : , .  
RECEIVED OF : FREEMAN DUNN ALEXANDER GAY  
CHECK: \$21.00 19984  
DESCRIPTION 1: INSTRUMENT #120007908 PAGES: 0 OF 0  
2: NAMES: 0  
CONSIDERATION: .00 A/VAL: .00 MAP: 030702042\*  
PIN:  
301 DEEDS 14.50 145 VSLF 1.50  
106 TECHNOLOGY TRST FND 5.00  
TENDERED : 21.00  
AMOUNT PAID: 21.00  
CHANGE AMT : .00

CLERK OF COURT: EUGENE C. WINGFIELD

PAYOR'S COPY  
RECEIPT COPY 1 OF 2

Prepared By & Return To: Freeman, Dunn, Alexander, Tiller, Gay & Lucy, 1045  
Cottontown Rd., Lynchburg, Va., 24503

THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS

LOTS 1-12 THE PRESERVE AT OAKWOOD; PHASE I

Dated: July 17, 2013

WHEREAS, Oaklink, LLC, a Virginia Limited Liability Company is hereby referred to in this document as the "Declarant"; and

WHEREAS, a Declaration Of Protective Covenants of Lots 1-12 The Preserve At Oakwood; Phase I dated August 2, 2011 was recorded in the City of Lynchburg Circuit Court Clerk's Office as Instrument #110005126, said Protective Covenants to run with the land and be binding upon all parties and all persons owning Lots The Preserve At Oakwood; Phase I ("The Subdivision") containing Tracts 1 through 12 as described on a Plat of Survey prepared by Berkley-Howell & Associates, P.C., dated March 8, 2011, revised June 6, 2011 and also revised August 25, 2011, and of record in the Office of the Circuit Court Clerk of City Of Lynchburg, Virginia, in Plat Cabinet 10, at Slides 131 and 132, and attached to the above-mentioned deed.

WHEREAS, a First Amendment to the Declaration was recorded as Instrument #110005479;

WHEREAS, a Second Amendment to the Declaration was recorded as Instrument # 110007300;

WHEREAS, the Declarant wishes to amend the language in Paragraph 5 of the original Declaration;

MAP #30702042

WHEREAS, pursuant to Paragraph 25 of the above-described Declaration Of Protective Covenants, Lots 1-12, The Preserve At Oakwood; Phase I, the Declarant hereby amends Paragraph 5 of said Declaration Of Protective Covenants dated August 2, 2011, by adding the following language;

5. PAOI Declarant Responsibilities: The Declarant shall subsidize the operating account of the PAOI Association as needed in order to fund the costs of maintaining PAOI common areas, right-of-ways, all hedges along Link Road including those along the Link Road frontage of lot #1, insurance, etc. until such time that all (12) PAOI lots have been conveyed from the Declarant to new owners. At that time the PAOI Association will assume full responsibility for PAOI common area maintenance, supervision and necessary liability insurance protection.

The Maintenance expenses of the hedges located in the public right-of-way along Link Road and the grassy areas in the public right-of-way along Preserve Drive, Trolley Court and Clopton Court will then be expressly shared by the property owners in the PAO II, III and IV. (Collectively a total of 84 proposed lot owners)

The owners of PAO I (lots 1-12) shall collectively join into the PAO II, III, and IV Association for administrative purposes. As members of a combined PAO I-IV Association PAO, lot owners would retain, and be governed, by their existing Covenants and Restrictions and the annual dues specified therein, as amended from time to time, would be applied to the maintenance of all PAO I-IV common areas, public and private right-of-ways, liability insurance and Professional Association management expenses under one unified PAO I-IV Association structure.



All other provisions contained in the Declaration Of Protective Covenants, Lots 1-12 The Preserve At Oakwood; Phase I dated August 2, 2011 and of record in the aforesaid Clerk's Office as Instrument #110005126 remain in full force and effect and the real estate hereinabove described remain subject thereto, as well as the First Amendment To The Declaration dated September 19, 2011, and of record in the aforesaid Circuit Court Clerk's Office as Instrument #110005479, as well as the second amendment and of record in the aforesaid Circuit Court Clerk's office as Instruments # 110007300, remain in full force and effect and the real estate hereinabove described remain subject thereto.

WITNESS the following signature and seal:

Fred C. Howell  
Fred C. Howell, Its Manager

TO-WIT:

STATE OF Virginia  
CITY/COUNTY OF Bedford

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July,  
201\_ by FRED C. HOWELL, Manager of OAKLINK, LLC, a Virginia Limited Liability  
Company.

Heather L. Wiley  
Notary Public  
My Commission Expires: 6/30/2017  
Registration #: 204585

HEATHER L. WILEY  
Notary Public  
Commonwealth of Virginia  
Reg. #204585  
My Commission Expires June 30, 2017

INSTRUMENT #130005846  
RECORDED IN THE CLERK'S OFFICE OF  
LYNCHBURG ON  
AUGUST 8, 2013 AT 12:00PM  
EUGENE C. WINGFIELD, CLERK  
RECORDED BY: JAK



OFFICIAL RECEIPT  
LYNCHBURG CIRCUIT COURT  
DEED RECEIPT

DATE: 08/08/13 TIME: 12:00:04 ACCOUNT: 680CLR130005846 RECEIPT: 13000016937  
CASHIER: JAK REG: LZ19 TYPE: AMEND PAYMENT: FULL PAYMENT  
INSTRUMENT : 130005846 BOOK: PAGE: RECORDED: 08/08/13 AT 12:00  
GRANTOR: OAKLINK L L C EX: N LOC: CI  
GRANTEE: OAKLINK L L C EX: N PCT: 100%

AND ADDRESS : , .  
RECEIVED OF : FREEMAN DUNN ALEXANDER

CHECK: \$21.00 19985

DESCRIPTION 1: LOT# 1-12 PH 1 PRESERVE AT OAKWOOD SUBD PAGES: 0 OP 0  
2: NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP: 30702042  
PIN:

301 DEEDS 14.50 145 VSLF 1.50  
106 TECHNOLOGY TRST FND 5.00

TENDERED : 21.00  
AMOUNT PAID: 21.00  
CHANGE AMT : .00

CLERK OF COURT: EUGENE C. WINGFIELD

PAYOR'S COPY  
RECEIPT COPY 1 OF 2