

**TWIN LAKES SUBDIVISION  
CURRENT DECLARATION**

The following covenants and restrictions are recorded among the land records of Greene County, Virginia. The "Deed of Dedication" dated July 1, 1972, is recorded in Deed Book 60, Page 278. The "Protective Deed Covenants & Beneficial Property Restrictions dated April 25, 1974 are recorded in Deed Book 75 page 151.

1. No residence smaller than 1200 square feet of living space. This square footage shall exclude porches and decks, which areas are not to be considered living space. Plans for all dwellings and out-buildings must be approved in writing by an Architectural Committee to be comprised of three persons appointed by the Twin Lakes Owners' Association Board.

2. No more than one residence shall be constructed on any tract without permission in writing from the Architectural Committee. A building permit from Greene County shall be obtained prior to commencement of construction. No building shall be constructed closer than twenty (20) feet from the right-of-way line of any roadway or fifteen (15) feet from any rear or side lot line. House trailers on tracts lying north of Virginia Route 633 are prohibited. Camping on such tracts shall be prohibited after December 31, 1979.

3. All facilities marked on Twin Lakes plats with uninterrupted diagonal lines, including but not limited to, Lake Shenandoah, Lake Skyline, and Lake Greene, adjacent beach areas, parking areas, and light boat launching areas, and rest room facilities, become the property of the several purchasers who, upon execution of the contract, become equitable owners of equal, undivided interests therein.

4. Each purchaser agrees to maintain his property either in its natural state, or, if improved or developed, in such improved or developed state, and to prevent unsightly or otherwise offensive conditions.

5. No advertising signs or billboards of any kind, except directional and informational signs of the Corporation, may be erected, placed or maintained on any tract, road, or right-of-way or upon any building erected thereon, except pursuant to specific written approval of the Architectural Committee.

6. All drain fields, septic tanks, and cisterns must be approved by the Greene County Health Department. The owner of every house or structure to be used as a human habitation shall provide and erect a sanitary privy or closet or such form as to comply with the law (Section 32-64, Virginia Code Annotated) as set forth in the Rules and Regulations of the Board of Health, Commonwealth of Virginia, Governing the Disposal of Sewage, as administered by the Greene County Health Department.

7. The Corporation reserves the right to erect and maintain electric or telephone poles or facilities and sewer, gas, or water lines along existing roadways and right-of-way, or to grant easements or rights-of-way therefore with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen feet wide at any point along the side, rear or front property lines of any tracts upon said property, plus such additional area as may be necessary for pole-to-ground guy wires.

8. Inasmuch as water will be supplied by the Mountain Lake Water(a public authority under the laws of Virginia), individual wells will not be permitted by the Greene County Health Department.

9. Each property owner shall pay to the Corporation an annual assessment of \$35.00 per tract which sum shall be used exclusively for the maintenance of common facilities and roads, and said assessment may be increased by not more than \$2.00 per year, provided, however, that property owners may cause to be formed a Property Owners' Association which, pursuant to its rules of procedure, may elect to receive said annual maintenance assessments, to fix the rate thereof at such a amount as it may deem suitable and proper, and to assume responsibility for maintenance of roads and common facilities.

10. No part of any tract may be sold or used as a road or right-of way to any property outside of the subdivision. This restriction shall not apply to any tract as yet unsold by the Corporation or to any road constructed by the Corporation. In order to protect the health and welfare of property owners, the Corporation reserves the right to furnish additional access roads to the subdivision in substitution of any access roads presently existing.

11. The Shenandoah National Park, being a Federal recreation area and wildlife preserve, is for the use and enjoyment of property owners. However its use is specifically regulated by the Code of Federal Regulations, Title 36, Chapter 1, which is hereby incorporated by reference as an additional deed covenant.

12. No tract may be subdivided without consent in writing from the Corporation.

13. If any purchaser, or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in Twin Lakes to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

15. Nothing herein is to be construed to prevent the Corporation, in the event that provision must be made further to protect the health and/or welfare and enjoyment of the property owners, from modifying or supplementing the above covenants if such change, modification, or supplementation is deemed appropriate.

16. Members of the Board of Directors of Twin Lakes Owners' Association, inc. shall be exempt from paying the regular annual assessment on one lot for each full calendar year which the member serves on the Board. If the Board member does not serve a full year for any reason, the exemption shall not apply.

a. The exemption year or years shall be the year or years after the Board member's term ends.

b. The exemption is an individual privilege and shall not run with the land.

**Amendments to Restrictive Covenants**

DATES

VOTE            RECORDED

4-29-89      5-31-89            Deed Book 226, Page 223

**Article 1.** Changed to read as follows:

1. No residence smaller than 1200 square feet of living space. This square footage shall exclude porches and decks, which areas are not to be considered living space. Plans for all dwellings and out-buildings must be approved in writing by an Architectural Committee to be comprised of five persons appointed by the Twin Lakes Owners' Association Board.

VOTE            RECORDED

3-9-96      6-11-96            Deed Book 379, Page 219

**Article 16.** Added

16. Members of the Board of Directors of Twin Lakes Owners' Association, inc. shall be exempt from paying the regular annual assessment on one lot for each full calendar year which the member serves on the Board. If the Board member does not serve a full year for any reason, the exemption shall not apply.

a. The exemption year or years shall be the year or years after the Board members term ends.

b. The exemption is an individual privilege and shall not run with the land.