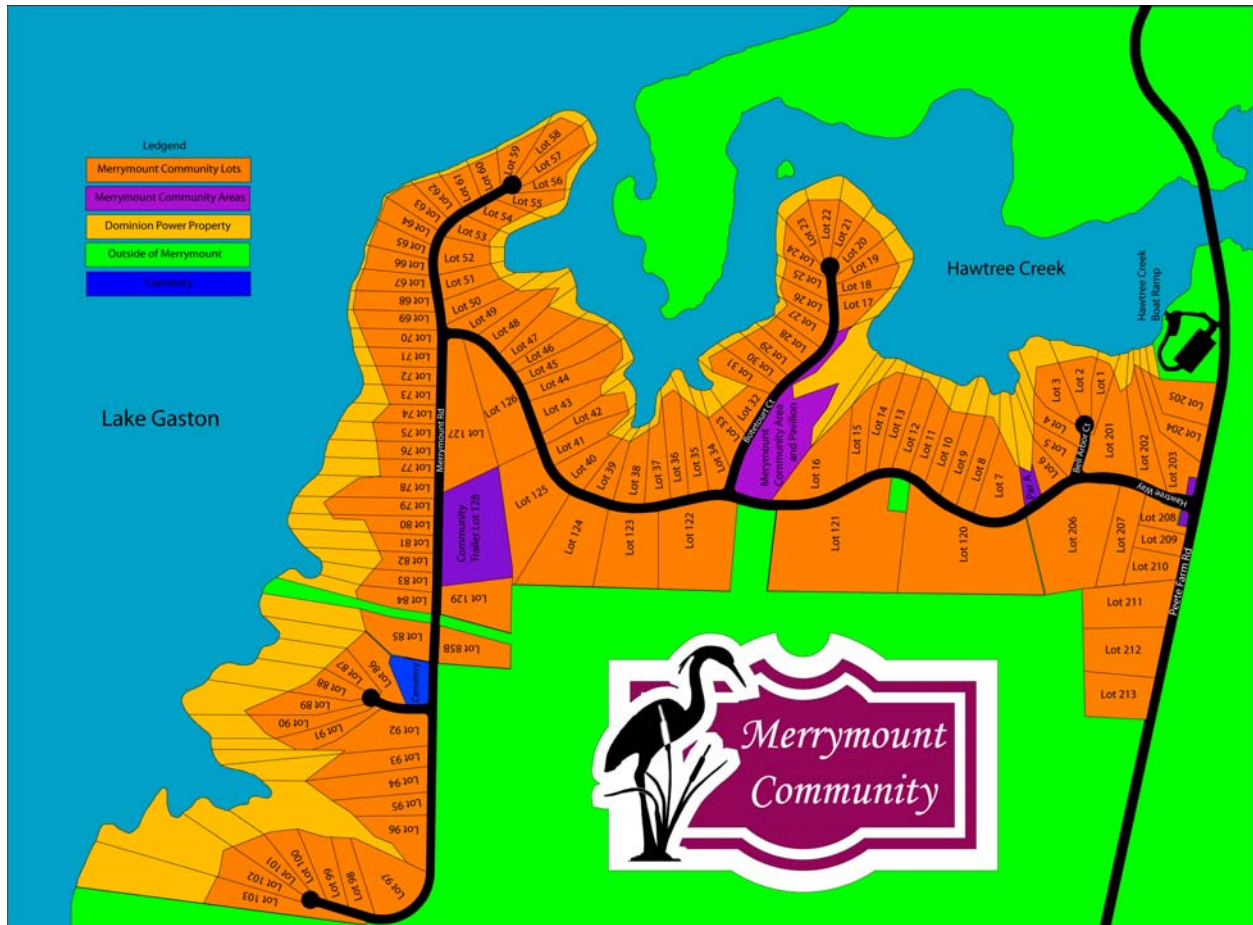


# Merrymount Property Owner's Association New Property Owners' Packet 2019/2021



Merrymount Property Owners' Association



## **Hawtree Creek**

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**ISBN-10: 1717052827**

A new property owners' information packet is hereto attached. This packet is updated on an annual or as needed basis and provides:

- 1. Disclosure Packet
- 2. Covenants
- 3. By-Laws
- 4. Articles of Incorporation
- 5. Architectural Review
- 6. Road Management Program
- 7. Current Materials
  - Annual Meeting Minutes
  - Financial Report
  - Water Quality Report

This packet is purchased by the selling agent of the Merrymount lot and provided to the purchaser as indicated below.

Lot # \_\_\_\_\_

Selling agent: \_\_\_\_\_

Purchaser \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (email/other)  
\_\_\_\_\_ (telephone number)

Cost: \$50 for a printed copy or see electronic free copy on [www.merrymount.net](http://www.merrymount.net).

Please mail check to: MPOA, 134 Hawtree Way, Boydton, VA 23917

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***Merrymount Property Owners'  
Association, Inc***

134 Hawtree Way  
Boydton, VA 23917  
[www.merrymount.net](http://www.merrymount.net)

**Welcome to Merrymount!**

We are pleased you have chosen to purchase property in our subdivision, and we are sure that you will enjoy being a part of our community. Listed below are a few informational items that the Merrymount Property Owners' Association (MPOA) wishes to convey. This information should be helpful to you as you become a resident and an active member of the association.

- MPOA minimizes operating costs by using e-mail to communicate with members. The MPOA Annual Assessment (dues) Notice is e-mailed to each member with a contact information form to be completed and returned with the annual dues. Having your accurate e-mail address available for communication is extremely important. Please remember to contact MPOA if you change your e-mail address or any other contact information.
- While MPOA strives to keep the New Property Owners' Package current, the most recent updates are on the website [www.merrymount.net](http://www.merrymount.net). This website also has a great deal of interesting information, notices to the association at large, and links to other area organizations' websites.
- MPOA requests that all residences have a mailbox, even if you are not a full-time resident. Mailboxes give a sense of stability to the subdivision. We request all mailboxes be a standard USPS size 1 or 2 and be mounted on either a 4"x4" post or a pedestal that fits over a 4x4 post.
- When you are ready to start construction on your home, your house plans must be reviewed and approved by the MPOA Architectural Review committee (ARC). This New Property Owners' Package has a copy of the ARC guidelines which detail what items must be submitted. Construction and use limitations are outlined in your copy of the approved Covenants for Merrymount (Article VI).
- The subdivision roads are private, NOT state controlled, so we are responsible for repair and maintenance. Your \$1500 Road Impact fee is due to the association when your building permit is issued.

Once again, welcome to Merrymount. We'll see you on the lake.

## Merrymount

The Tuscarora Indians were perhaps the first inhabitants of this section of the Roanoke River low grounds, with fur-trading settlers following. The Tuscarora traded furs along a well-known trading path very near the Merrymount subdivision and called it *Moniseep*, a word meaning "shallow water".

William Byrd II was one of three Virginia commissioners and four North Carolina commissioners appointed to survey and establish a definite boundary line between the two states. On Monday, September 30, 1728, the commissioners crossed over Hawtree Creek and established the boundary line upon which a marker can be seen today on the first lot in Merrymount. The existing marker is believed to have been placed in 1886. In Byrd's words in his narrative The History of the Dividing Line in 1728, "We crossed the Indian Trading path above-mentioned about a Mile from our Camp, and a Mile beyond that forded Hawtree Creek". In 1783, Captain William Davis, a Revolutionary soldier and an early planter on the Roanoke River, called his home Merry Mount.

The Merrymount subdivision is located just a few miles east of the crossroads community today known as Paschall. This community has been known by four names: Scott, Granite, Merry Mount and Paschall. The subdivision is named after the community when it was called "Merry Mount" and had an established Post Office which opened and closed several times between November 2, 1847 and November 30, 1948.

Upon researching cemeteries in Mecklenburg County, it was found that many are on family property and/or directions and information are quite sketchy (e.g. the McInerney Grave located "up the railroad track north of Bracey about ¾ of a mile from the town crossing on the west" or the Williamson-Unknown Cemetery "past the home of Mrs. Yancey to the dirt section, to the path toward an extremely old cedar tree . . . be careful as there is an open well in the field to the left of the big cedar tree".) Most often graves are marked with field rock and periwinkle growth (commonly used as grave cover).

There are four family cemeteries that are in close proximity of Merrymount, the first or second may be directionally close enough to be that of the development, however, it may be another still. **The Newton Family Cemetery** "located near the intersection of Hwys. 811 and 728 across from the Powell farm in the woods down from the two trailers. According to Mrs. Powell, there are two people buried there without tombstones." **The Jeffress Family Cemetery**- located "Hwy. 713 northwest from Hwy. #1 from VA-N.C. Cemetery is on the left (west approximately 1-1/2 miles from Hwy. #1.)." Hillery Thomas Jeffress and Susan Fannie Jeffress interred. Look for periwinkle growing on both sides of the road." **The Howard Family Cemetery**- Which is "located at the end of Hwy. 712 on the N.C. line behind Granite Hall. Permission must be obtained to view the cemetery." **The Powell Family Cemetery**- Which is located "directly from the intersection of Hwys. 728 and 811 on the old Powell farm which is a working dairy farm. Look for a fenced in area above the tobacco barns."

## Merrymount Property Owners Association

134 Hawtree Way Boydton, VA 23917

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### **Chair, Board Member**

Lisa Handy, 402 Hawtree Way, Boydton, VA 23917  
[lwhandy01@gmail.com](mailto:lwhandy01@gmail.com) 919-387-4902

### **Vice Chair, Board Member**

Joe Duffy, 1 Merrymount Rd., Boydton, VA 23917  
[jduffy@tektonsystems.com](mailto:jduffy@tektonsystems.com) 919-428-0235

### **Board Member**

Kathleen Ortiz, 370 Hawtree Way, Boydton, VA 23917  
[lomloo1@aol.com](mailto:lomloo1@aol.com) 757-237-0488

### **Board Member**

Pam Rock, 370 Merrymount Rd., Boydton, VA 23917  
[prock0430@gmail.com](mailto:prock0430@gmail.com) 434-689-4102

### **Treasurer, Board Member**

Deb Steimers, 806 Hawtree Way, Boydton, VA 23917  
[debmccarty54@msn.com](mailto:debmccarty54@msn.com) 434-689-4154

### **Secretary**

Patty McHenry, 223 Botetourt Ct., pen Boydton, VA 23917  
[merrymount2012@gmail.com](mailto:merrymount2012@gmail.com), 434-689-2858

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### **Webmaster**

James Handy, 402 Hawtree Way Boydton, VA 23917  
[jhandy402@gmail.com](mailto:jhandy402@gmail.com) 252-303-2357

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### **ARC Members**

Wilma Poole, Chair 443-864-3318  
Lee Guins, 919-623-6511  
James Handy, 252-303-2357  
Carol Jamison (alternate), 434-689-0043

### **Social Committee**

Lee Guins, Chair 919-623-6511  
Pam Rock, 540-729-9929  
Donna McKibbon, 252-326-0496  
Eileen Feeley, 518-280-2194

### **Audit Committee**

Jim Collins, Chair 434-689-5723  
Pam Rock, 540-729-9929

## NEIGHBORHOOD WATCH BLOCK CAPTAINS

If you see something suspicious (and not necessarily warranting an immediate 911 call) please call your block captain. If you are unable to reach him/her, please call the next person in line. If you are able to text all block captains, it is recommended that you do so.

In case of emergency dial 911.

### **Lots: 1-7 & 200 series (Entry & Bell Arbor)**

**Todd Schultz** H-434-689-4079 [todd.schultz1@verizon.net](mailto:todd.schultz1@verizon.net)  
45 Bell Arbor C-7572928380

### **Lots 8-16 & 120 -122 (Hawtree, both sides)**

**Bo Jamison** H-434-689-0043 [riverbounder@aol.com](mailto:riverbounder@aol.com)  
284 Hawtree Way C-804-724-9560

### **Lots 17-33 (Botetourt Ct)**

**Patty McHenry** H-434-689-2858 [pattymac251@gmail.com](mailto:pattymac251@gmail.com)  
223 Botetourt Ct C-434-210-1631

### **Lots 34-49 & 123-126 (Hawtree both sides)**

**Richie Heycock** H-n/a [richheycock@yahoo.com](mailto:richheycock@yahoo.com)  
590 Hawtree Way C-434-774-5233

### **Lots 50-74 & 127-128 (Merrymount east of Hawtree, both sides)**

**Joe Duffy** H-n/a [joeduffy@tektonsystems.com](mailto:joeduffy@tektonsystems.com)  
1 Merrymount Rd C-919-493-8808

### **Lots 75-103 (& both sides of Merrymount west past lot 74)**

**Miles Teasdale** H-434-689-0075 [teasdalemiles@gmail.com](mailto:teasdalemiles@gmail.com)  
57 Rockbridge Ct C-850-585-6882



# DPOR Letter & Required Disclosure Checklist developed by CICB

Commonwealth of Virginia  
Common Interest Community Board  
Department of Professional and Occupational Regulation



Post Office Box 29570  
Richmond, Virginia 23242-0570  
(804) 367-8510 [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://www.dpor.virginia.gov)

## Common Interest Community Board PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

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### Assessments

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Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

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### Declaration and Other Governing Documents

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Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia. **Effective 07/01/2018**

are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. Failure to comply with the governing documents and association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

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## Limitations

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The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner's ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner's lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the declarant control period. At the conclusion of the declarant control period, control of the association is transferred to the members.

**This list does not represent all limitations that may affect lots within the common interest community.**

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## Important Notice for Purchasers

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**The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.**




Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

**The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.**

**The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.**

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# Certification filed with the Common Interest Community Board

<b>EXPIRES ON</b> 07-31-2020	<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	<b>NUMBER</b> 0550003007
<b>COMMON INTEREST COMMUNITY BOARD</b> <b>COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION</b>		
	<b>MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.</b> LISA HANDY 134 HAWTREE WAY BOYDTON, VA 23917	  Mary Ellen Vaughan, Acting Director
<small>Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a></small>		

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

 <b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation	
<b>COMMON INTEREST COMMUNITY BOARD</b> <b>COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION</b> NUMBER: 0550003007 EXPIRES: 07-31-2020	
<b>MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.</b> LISA HANDY 134 HAWTREE WAY BOYDTON, VA 23917	
<small>Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a></small>	

DPOR-FC (02/2017)

## Code of Virginia Disclosure Items

### ASSOCIATION DISCLOSURE PACKET NOTICE

Notice to prospective purchasers: The property you are considering is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits. Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments will result in a lien being placed on your property.

The use of common areas, financial obligations of property owners and other information concerning the rights, responsibilities and benefits resulting from the purchase of property in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information with which you should become familiar. REMEMBER: Failure to comply with the governing documents of your association will result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is: Merrymount Property Owners' Association, Inc.

Assessments and or Mandatory Fees you are responsible for:

Assessments: \$350.00 per year

Special Assessments: \_\_\_\_\_

Other entity or facility: \_\_\_\_\_

Other Fees: \$1500.00 one-time impact when building permit is issued (as approved by MPOA Board pending approval by MPOA membership).

Failure to pay any of the above Association and or mandatory Fees will result in the following:

A lien against the property and other monetary penalties.

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ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS FOLLOW THIS NOTICE.

Recipient Name (print): \_\_\_\_\_ Date: \_\_\_\_\_  
Recipient signature: \_\_\_\_\_

This form was developed by the Real Estate Board in accordance with §54.1-2105.1 of the *Code of Virginia* and is to accompany the association disclosure packet required by §55-512 of the *Code of Virginia*

**The Association Disclosure Packet must include the following:**

- The name of your association, and if incorporated, the state of incorporation, name and address of its registered agents;
- A statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- A statement of all assessments and other mandatory fees currently imposed by the association;
- A statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- A statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- A copy of the association’s current budget (or a summary thereof), and a copy of its statement
- Income and expenses or financial condition for the last fiscal year available;
- A statement of the nature and status of any pending suit or unpaid judgement to which the association is a party and that either could or would have a material impact on the association or which relates to the lot being purchased;
- A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- A statement setting any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner’s lot advertising the lot for sale;
- A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner’s lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;

- A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association.
- Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet; and
- The notice given to the lot owner by the association of any current or pending rule or architectural violation.
- A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350.
- Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing;
- A statement indicating any known project approvals currently in effect by secondary mortgage market agencies;
- The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

This form was developed by the Common Interest Community Board in accordance with §54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia.

**Effective 07/01/2018**

## MERRYMOUNT PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET

In order to comply with Section 55-512 of the Code of Virginia, the Merrymount Property Owners' Association ("Association") has organized this informational packet. The data and documentation contained in this disclosure packet is intended to provide prospective purchasers with detailed information regarding the operation of the Association, reserves established to pay for major components of the Association's Common Elements, and restrictions applicable to all property owners in Merrymount. Notwithstanding and herein to the contrary, all property owners are obligated to abide by the Association covenants, bylaws, rules, regulations, and architectural guidelines. Pursuant to the Code of Virginia, the Merrymount Property Owners' Association may charge a fee for the preparation and issuance of this disclosure packet. The Association has set the fee for this packet at \$50.00. All requests for furnishing the Association disclosure packet shall be addressed to the Secretary of the Association at 134 Hawtree Way, Boydton, Virginia 23917. The information contained in the disclosure packet is current as of June 1, 2019.

Pursuant to the requirements of Section 55-512 of the Code of Virginia, the Merrymount Property Owners' Association certifies the following:

***1. The name of the Association and, if incorporated, the state in which the Association is incorporated and the name and address of its registered agent in Virginia:***

The name of the Association is Merrymount property Owners' Association, Inc., a Virginia non-stock, non-profit corporation.

Virginia Registered Agent:

Michele Mulligan  
Golightly Mulligan & Booth, PLC  
2016 John Rolfe Parkway  
Richmond, VA 23238  
804-658-3873  
**Michele@golighlvtlaw.com**

The Association is also registered for business in the State of North Carolina

North Carolina Registered Agent:

Michael R. Ortiz  
P. O. Box 30427  
Raleigh, NC 27622  
919-781-7400 (office)  
919-781-2525 (fax)  
e-mail: mortiz@oslawnc.com

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2. ***A statement of any expenditure of funds approved by the Association or the Board of Directors which shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year:***

The Board of Directors has adopted a one-time impact fee of \$1500.00 for each lot at the time of initial construction. The impact fee is required at the time the proposed plans are submitted to the Architectural Review Committee. Aqua Virginia, a private company not associated with the Association, charges a separate fee for water usage.

3. ***A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the Association and associated with the purchase, disposition and maintenance of the lot and the right of use of common areas, and the status of the account:***

The Association annual assessment for the year 2019 has been set by the Board of Directors at \$350.00 per lot. This assessment is reviewed annually by the Board of Directors. Pursuant to the Article IV, Section 3 of the Declaration o Protective Covenants for the Association, the assessment may not increase by more than 25% of the current assessment in any annual assessment period.

4. ***A statement whether there is any other entity or facility to which the lot owner may be liable for fees or other charges:***

The multi-slip dock, located on Parcel B in the Merrymount subdivision, is owned and controlled by the Merrymount Boat Slip Association, Inc. (“Boat Slip Association”). The Boat Slip Association has the right to charge lot owners a separate fee for the purchase of a slip and annual maintenance of this dock facility. The Boat Slip Association has the right to increase the annual assessment no more than 25% of the then current annual fee in any assessment period. The Association has purchased Lot 128 from the Warren Land Company. This lot contains one of the two well facilities supplying water to the development. The Association has improved a portion of Lot 128 for a storage area to store boats, trailers, and other recreation equipment. A fee may be assessed by the Association for the right to use the storage area to cover the maintenance and upkeep of the storage facility.



5. ***A copy of the current reserve study report together with a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board of Directors for a specified project:***

A copy of the current reserve study report is included in the budget and included in this packet. In 2002, the Board of Directors established a road fund for the future maintenance and repair of the private roads located on the Association property. It is anticipated that the roads will be the major Common Element cost, for which a reserve is required. The maintenance and operation of the Association's water system is currently being handled by Aqua Virginia. At the present time, the Association is not responsible for an Association community dock. A community pavilion sits on a portion of land shown as Parcel B on the subdivision plot for community use. However, at this time, no special reserve is set up for the improvement of this area.

Based on the annual road survey, the road system throughout the Association should remain in good condition. Funds for proactive regular road maintenance are in the budget; however, should the roads need major repair, the Board may impose a special assessment.

6. ***A copy of the Association's current budget or a summary thereof prepared by the Association, and a copy of its statement of income and expenses or statement of its financial condition for the last fiscal year for which such statement is available:***

A copy of the Association's current budget along with a copy of the statement of income and expenses for the last fiscal year is available on the Association website as well as in this packet. See Exhibit A

7. ***A statement of the nature and status of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the lot being purchased:***

There are no pending lawsuits or unpaid judgements to which the Association is a party.

**8. A statement setting forth what insurance coverage is provided to all lot owners by the Association, including any fidelity bond maintained by the Association, and what additional insurance would normally be secured by each individual lot owner:**

The Association has obtained insurance through Watkins Insurance Agency, Inc., P. O. Box 360, South Hill, Virginia 23970. The Association insurance is limited specifically to coverage of Association property and wrongful acts coverage for the elected Board members, officers. In addition, no fidelity bond is maintained by the Association. The individual lot owners are encouraged to obtain casualty and liability coverage for their individual lots and improvements thereto.

**9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in paragraph 12 of this disclosure:**

As of the date of this disclosure, the Association has no knowledge of improvements or alterations made by any lot owner that are in violation of any instruments referred to in paragraph 12 of the disclosure. Purchasers are encouraged to contact the secretary of the Association prior to the purchase of their lot to ensure that the Association has not become aware of a violation subsequent to the date of this disclosure. **It should be recognized that the Association is operated by volunteers who do not regularly patrol the Association property for the purpose of discovering violations.** The listing of any violation in this disclosure packet does not relieve the current owner of the obligation of ensuring that the violation is corrected.

**10. A statement setting forth for any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale:**

The Association does restrict the right of a lot owner to place a "for sale" sign on his/her property advertising the lot for sale. The Association permits only one "for sale" sign per lot. The sign must not exceed 2 ½ feet x 2 ½ feet. The Association prohibits individual lot owners from placing "for sale" signs on common areas at the entrance into the subdivision (Protected Covenants, Article VI, Section 4).

***11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag:***

At the present time the Association does not restrict, limit, or prohibit the right of a lot owner to display a flag on the owner's lot. The Association may in the future, modify the architectural guidelines to restrict the size, place, and matter of placement or display of flags and installation of flag poles or similar structures necessary for the display of flags.

***12. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property:***

At the present time the Association does not restrict, limit, or prohibit the right of a lot owner to install or use solar energy collection devices on the owner's lot. The Association may in the future, modify the architectural guidelines to restrict the size, place, and matter of placement or installation or use of solar energy collection devices.

***13. A copy of the current declaration, the Association's Articles of Incorporation and By-laws, and any Rules and Regulations or Architectural guidelines adopted by the Association:***

A copy of the current Declaration of Protective Covenants, Architectural Guidelines, Bylaws, and Association's Articles of Incorporation are on the Association website as well as in this packet.

Declaration of Protective Covenants	Exhibit C
By Laws	Exhibit D
Articles of Incorporation	Exhibit E
Architectural Guidelines	Exhibit F

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***14. A copy of the notice given to the lot owner by the Association of any current or pending rule or architectural violation:***

Should a violation of a current or pending rule or architecture guideline occur, the individual lot owner will be notified first by e-mail, if e-mail address is previously provided to the secretary of the Association and subsequently by regular first-class mail addressed to the address of the owner previously provided to the secretary of

the Association. If no address is provided, the address will be obtained from the property tax records.

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**EXHIBIT A FINANCIAL DOCUMENTS**

**Last Fiscal Year**

<b>Merrymount Property Owners Association</b>		
<b>Financial Information for Last Fiscal Year</b>		
		<b>Actual for 07/01/18 - 06/30/19</b>
<b>Income</b>		
	Carry-over from 06/30/18	3,319.27
	Dues	42,700.00
	Late Dues	350.00
	Late Fees	219.86
	Interest on Regular Savings Account	7.11
	Interest on Passbook Savings Account	3,018.99
	Interest on certificates	
	New Owner Packets	150.00
	Impact Fees	1,500.00
	Mecklenburg Electric Cooperative Capital Credits	25.21
	Reimbursement for internet and web fees paid last year	137.30
	Transfer from Reserve Fund for approved projects	5,425.00
<b>Income Grand Total</b>		<b>56,852.74</b>
<b>Expenses</b>		
	<b>Operating Expenses</b>	
	Annual Meeting & Picnic	276.86
	Common Areas including Lot 128 (Trailer Lot)	0.00
	Entrance Landscaping & Maintenance	85.51
	Improvement Approved at 06/02/18 annual mtg-	
	* Fire Pit & Patio at Pavilion Lot	3,540.91
	Insurance (GL/Prop & DO)	2,535.00
	Internet/Website/HostMySite	147.39
	Internet/Website/AVG	104.98
	Internet/Website/Dreamweaver Software	0.00
	Legal & Professional Services	219.00
	LGA dues for MPOA owners	1,000.00
	Licenses & Permits	79.69
	Lighting - Halifax Electric for front entrance lighting	460.00
	Lighting - MEC for security lights in subdivision	1,256.75
	Misc - New Printer for MPOA	105.55
	Misc - Defibulator Battery Pads & Electrodes	284.26
	Mowing & Plowing	12,520.00

<b>Merrymount Property Owners Association</b>	
<b>Financial Information for Last Fiscal Year</b>	
	<b>Actual for 07/01/18 through 06/30/19</b>
Office Supplies, Postage, and Printing	181.16
Pavilion Lot - Electric Bill	370.34
Pavilion Lot - Water Bill	214.22
Pavilion Lot - Porta John	534.42
Security cameras & maintenance	343.04
Social Events - Spring/Fall Gatherings	308.22
Taxes - CPA	175.00
Taxes (Federal)	0.00
Taxes (VA & NC)	200.00
<b>Operating Expenses Total</b>	<b>24,942.30</b>
<b>Reserve Fund</b>	
Transfer to Reserve Fund	23,025.00
Road Repair	0.00
Interest earned	3,018.99
<b>Reserve Fund Total</b>	<b>26,043.99</b>
<b>Expenses Grand Total</b>	<b>50,986.29</b>
<b>Net</b>	<b>5,866.45</b>

For March 1, 2019 dues increased to \$350.

<b>Balances as of 06/30/19</b>	
Operating Funds	\$24,088.32
Reserve Funds	\$227,543.35
<b>Grand Total</b>	<b>\$251,631.67</b>

## 2019-2020 Approved Budget Last Fiscal Year

<b>Merrymount Property Owners Association</b>	
<b>2019-2020 Budget Approved at 06/01/19 Annual Meeting</b>	
	<b>Approved Budget for 07/01/19 through 06/30/20</b>
<b>Income</b>	
Carry-over as of 05/31/19	3,584.04
Dues	43,050.00
Interest on Regular Savings Account	
Interest on Passbook Savings Account	2,000.00
Interest on certificates	
Transfer from Reserve Fund for approved projects	50,000.00
<b>Income Grand Total</b>	<b>98,634.04</b>
<b>Expenses</b>	
<b>Operating Expenses</b>	
Annual Meeting & Picnic	400.00
Common Areas including Lot 128 (Trailer Lot)	150.00
Entrance Landscaping & Maintenance	1,000.00
Insurance (GL/Prop & DO)	2,535.00
Internet/Website/HostMySite	150.00
Internet/Website/AVG	105.00
Internet/Website/Dreamweaver Software	0.00
Legal & Professional Services	500.00
LGA dues for MPOA owners	1,000.00
Licenses & Permits	250.00
Lighting - Halifax Electric for front entrance lighting	470.00
Lighting - MEC for security lights in subdivision	1,300.00
Misc	299.04
Mowing & Plowing	13,000.00
Office Supplies, Postage, and Printing	450.00
Pavilion Lot - Electric Bill	400.00
Pavilion Lot - Water Bill	250.00
Pavilion Lot - Porta John	600.00
Reserve Study	2,500.00
Security cameras & maintenance	400.00
Social Events - Spring/Fall Gatherings	800.00
Taxes - CPA	175.00
Taxes (Federal)	0.00
Taxes (VA & NC)	200.00

<b>Merrymount Property Owners Association</b>	
<b>2019-2020 Budget Approved at 06/01/19 Annual Meeting</b>	
	<b>Approved Budget for 07/01/19 through 06/30/20</b>
Additional items approved at 06/01/19 annual meeting	
1. 3 additional security lights including poles & LED lighting	9,400.00
2. Additional monthly cost of 3 new security lights	650.00
3. Security cameras for storage lot	0.00
4. Pavilion Lot - Restaining pavilion wood structure	0.00
<b>Operating Expenses Total</b>	<b>36,984.04</b>
<b>Reserve Fund</b>	
Transfer to Reserve Fund	9,650.00
Road Repair	50,000.00
Interest earned	2,000.00
<b>Reserve Fund Total</b>	<b>61,650.00</b>
<b>Expenses Grand Total</b>	<b>98,634.04</b>
<b>Net</b>	<b>0.00</b>



## 2019 2020 Approved Budget Last Fiscal Year

MERRYMOUNT PROPERTY OWNERS ASSOCIATION  
 COMPONENT FUNDING ANALYSIS – DETAIL  
 CURRENT COST BASIS

MPOA established 1996

FOR PERIOD: 07/01/19-06/30/20

	1	2	3	4	5	6
CATEGORY/COMPONENT	USEFUL LIFE	REMAINING LIFE IN YEARS	ACTUAL 05/31/19 BALANCE	ESTIMATED REPLACEMENT COST	UNFUNDED (OVERFUNDED) BALANCE	2019 -2020 CONTRIBUTION
Asphalt Paving, Replacement	20	10	\$157,543	\$280,000	\$122,457	\$12,246
Asphalt Paving, Sealcoat/Chip and Seal	4	1	\$70,000	\$50,000	-\$20,000	-\$20,000
Pavilion	25	15	\$0	\$20,000	\$20,000	\$1,333
Pavilion Metal Roof	30	20	\$0	\$15,000	\$15,000	\$750
Lighting, Streets	20	10	\$0	\$11,210	\$11,210	\$1,121
Security Cameras	10	6	\$0	\$10,000	\$10,000	\$1,667
Storage Lot 128	10	2	\$0	\$20,000	\$20,000	\$10,000
Contingency Planning	5	4	\$0	\$10,135	\$10,135	\$2,533
<b>TOTAL COMMON AREAS</b>			<b>\$227,543</b>	<b>\$416,345</b>	<b>\$188,802</b>	<b>\$9,650</b>
<b>TOTAL</b>			<b>\$224,543</b>	<b>\$416,345</b>	<b>\$188,802</b>	<b>\$9,650</b>

**Annual Contribution Total** **\$9,650**

**Annual per Lot Contribution\*** **\$78**

**Number of Lots less exemptions** **123**

\*Based on equal division between lots

## EXHIBIT B ANNUAL MEETING MINUTES

### Merrymount Property Owners Annual Meeting Minutes, June 1, 2019

The meeting at Jerusalem UMC was called to order at 9:00am by Doug Sobey, Chair. In attendance were the following:

Art & Denise Buckner, Lot #2

Norma Schultz, Lot #4

Carl Muzi, Lot #5-6

Robert & Carol Jamison, Lot #9

Jon & Lee Guins, Lot #13

Jim & Lisa Handy, Lot #16, 38

Donna & Billy McGibbon, Lot #17

Margie Skidmore, Lot #18

Lissa Wissing, Lot #25

Patty McHenry, Lot #26-27

Robert Sorenson, Lot #28

Jan & Paul Mitro, Lot #31

Larry, Lot #32

Rich Heycock, Lot #37

Eileen Feeley & Ray Kepner, Lot #46

Jean McCall Lot #49

Joe Duffy, Lot #57

Doug & Linda Sobey, Lot #74

Todd Herrington, Lot #77

Pam Rock, Lot #84

Rene Teasdale, Lot #91

Kelly Dice, Lot #98-99

Paige Holland, Lot #120

Wilma Poole, Lot #123

Wanda Hunt, Lot #124

Proxies were received for the following lots: 1, 23, 24, 29, 50, 79, 90, 201, 202, 203, 204, 205, 206

Doug Sobey, Board Chair began the meeting by asking new MPOA lot owners to introduce themselves; Todd Herrington, Lot #77, and Joe Duffy, Lot #57.

Al Potter from the Lake Gaston Association spoke to the community about several topics including; what to do in a 911 emergency here on lake Gaston. He stressed the importance of knowing & being able to provide your geographical location to emergency services in order to help them locate you more quickly and efficiently. He passed out 911 cards for the community to fill out with all the exact information 911 would need in the event of an emergency.

Al also, passed out several E-Coli test kits he had on hand courtesy of the LGA, for community members to test the water around their docks and asks that they send their results to him.

Special Note for E-coli testers;

Instructions and pictures of good and bad tests are at the Pavilion.

Instructions can be taken, however, please leave the pictures for others to view.

Test kits should be kept frozen until immediately before use.

#### **THE INCUBATION TIME AT ROOM TEMPERATURE IS 3 TO 4 DAYS**

It is expected that the tests will show traces of E-Coli in the shallow waters near the shoreline but, there is no need for concern unless the test reads more than 400-500ML E-Coli. If the test does show high amounts of E-Coli around your dock, Al recommends avoiding swimming in that area for several days.

Al announced that the next Annual LGA membership meeting will be held Saturday, June 8<sup>th</sup> at 10:00am and welcomes anyone to attend. Doug thanked Al for his time and all the information he shared.

Minutes of the 2018 Annual Meeting were approved as presented.

## Merrymount Property Owners' Association Disclosure Booklet

Doug introduced the current board members, giving special thanks to Denise Buckner for all her help and hard work as treasurer of the board, and Richie Heycock for his hard work & efforts in ensuring that the community lawns, front entrance, and irrigation system are properly serviced and maintained.

Denise Buckner and Kelly Dice shared their personal data with the group as candidates for the two open Board positions. Debra Stemiers was also a candidate but was not able to attend the meeting therefore, Doug read aloud and presented on the projector, the bio she had previously submitted to the board.

Members were then given several minutes to submit their votes if they had not already done so electronically.

### **OLD BUSINESS:**

The new fire pit/patio at the pavilion has been completed. So far, the expenses for the concrete work have cost less than the \$3,000 budgeted for this project but, the invoice for the stone work has not yet been received.

The new owners' packets are expected to be completed this quarter. There was discussion about whether or not we could have this information posted online as opposed to printing the packets. The board agreed to consider this as a possible option in the future.

Richie Heycock informed the community that he was able to get a quote of \$9,400 from Mecklenburg Electric to install three additional LED bulb street lights on Merrymount Rd.

Eileen Feeley expressed her concerns regarding the lack of a "No Wake Zone" in Hawtree Creek. Doug informed her that MPOA has made many attempts & efforts to make Hawtree Creek a "No Wake Zone" but, has been unsuccessful therefore, he suggested that residents should contact the Department of Natural Resources personally. Bo Jamison volunteered to head a committee, and contact the Department of Natural Resources himself, regarding this issue.

### **COMMITTEE REPORTS:**

**ARC** – Wilma Poole, Chair gave report of all projects that have been completed in the past year. Currently there is one concrete project from the past year that has not yet been completed.

**AUDIT** – Jim Collins, Chair was unable to attend the meeting therefore, Pam Rock, Vice Chair gave report that the audit of Merrymount financial records has been completed, with all records accurate.

**NEIGHBORHOOD WATCH** – Patty McHenry, Chair informed the community of who the block captains are, and what lots they are assigned. This information can be found on the Merrymount website. She also reports that there have not been any break ins in the community this year, and that the only activity that has been reported was a suspicious male driving around the neighborhood in an unfamiliar van. He eventually stopped coming around.

If you see something suspicious (and not necessarily warranting an immediate 911 call) please call your block captain. If you are unable to reach him/her, please call the next person in line. If you are able to text all block captains, it is recommended that you do so. In case of emergency dial 911.

**PLANNING** – Lisa Handy presented pictures on the projector starting with the recently completed fire pit/patio at the pavilion. She thanked Wilma Poole & Geoff Lloyd for making the connection with contractor Robert Davis who completed the concrete work of the patio along side Lisa herself, and Jim Handy who completed the stone work for the fire pit. Lisa reminds the community that only wood is to be burned in the fire pit, please do not throw any trash in the fire pit.

Next, she showed a Google image of the community trailer lot and reminds the community that the estimates (about \$42,000) that were received last year to expand the trailer lot about one acre, were only good for 30 days therefore, we will have to get a new estimate if we are going to move forward with this project.

Lisa stressed the importance of expanding this lot and possibly adding a second entrance to it because the lot is currently packed full, it is only going to get more crowded with the growth of the neighborhood, and

it is against the associations covenants to park any kind of trailer in driveways or yards. Wilma Poole reminds that all trailers/ vehicles parked in the lot must be state registered.

Suggestions were made by several community members such as; registering trailers/vehicles with the MPOA so that the association has a record of what each lot owner has stored in the lot. Tagging the trailers/vehicles with owner name & lot number. Limiting the number of trailers/vehicles each lot owner is allowed to store in the lot.

Lisa then presented the option of building an enclosed building next to the pavilion (stick build, modular/mortar building), or enclosing the pavilion itself for future meetings, activities, events, and the storing of social committee supplies. Lisa confirms that there is space for a septic field therefore, there is the option to have bathrooms inside the building as well.

Larry Uhl made two suggestions regarding the current state of the pavilion area; a shelter be built for storing wood next to the fire pit so that there is a designated place for it instead of it being left piled up in the grass & in the pit itself, and also, that there be better, more discreet placement of the port-a-john in the woods so that it is not so close to the pavilion, and so obviously visible from the road.

A special thank you was given to Bill McCall for voluntarily pressure washing the entire pavilion structure, and to Bo & Carol Jamison for trimming the overgrown tree limbs surrounding the pavilion & assisting with moving the stones for the fire pit.

**SOCIAL** – Lee Guins, Chair thanked Holly Whitt for all her time and commitment as previous Chair. Lee suggests putting portable, concrete filled buckets at the pavilion to mount the polls of the volleyball net in when being used. There are many upcoming events starting this summer, all of which will be posted on the Merrymount website calendar.

Wilma Poole will be organizing a Halloween Trail Walk again this year. A meeting will be held Saturday, June 15<sup>th</sup> at 10:00am, at the pavilion for volunteers to come share ideas for this year's event. Wilma also suggests inviting members from our neighboring Peete Farm Community to come enjoy the event.

**ROADS** – Debbie Ortiz received estimates from two contractors last month regarding necessary maintenance of the neighborhood roads. Debbie was unable to attend the annual meeting therefore, Doug presented her proposal on the projector and also passed out hard copies for all to read.

Debbie and her husband Michael have been committed to organizing & participating in roadside cleanup for over 15 years, and have even received several awards for such.

She would like to personally thank everyone who has helped with roadside cleanup from the Merrymount entrance, all the way to the intersection at Dave's Boat Shop, and invites anyone who is interested, to come participate in future scheduled roadside cleanups.

In reference to littering of trash, Bo Jamison asks if it is possible to contact NC state and request that they put trash cans at the community boat ramp. Linda Sobey informed that, she has previously contacted them with this request, and they agreed to do so but, have not as of yet.

### **FINANCIAL & BUDGET REPORT**

Denise Buckner, Treasurer reviewed the Merrymount Property Owners Association Financial Information. All approved, with no questions or concerns.

Denise thanked Rene Teasdale for her help with getting estimates for a reserve study.

Denise reviewed the estimated cost break down with the community, and confirmed that a reserve study of the MPOA financials will be done by an independent study every three years.

Denise confirms that the road impact fee of \$1,500 was received from Mason Price Construction Company for the wear and tear their vehicles caused on the road at the power lines near the front entrance.

### **NEW BUSINESS**

Lisa presented the updated spreadsheet of community contact info., which is posted and password protected on the Merrymount website. She asks that all members go on the website, review their contact information, and notify the secretary of any changes.

## Merrymount Property Owners' Association Disclosure Booklet

Billy McGibbon suggested adding information to this spreadsheet of all trailers/vehicles that are parked in the trailer lot.

Denise informed that the MPOA pays the Lake Gaston Association (LGA) membership dues for the subdivision. We are able to get the membership at a group rate of \$1000 per year. When the MPOA receives an email from the LGA, it is then forwarded to the subdivision. The MPOA has only provided the LGA with the owner(s) name and lot number. If you would like to have the LGA send emails or notices to you directly, you will need to provide your information to them.

An email can be sent to [execdir@lakegastonassoc.com](mailto:execdir@lakegastonassoc.com) with the following information:

- Merrymount Lot #
- Owner(s) Name - First and Last
- email address
- mailing address (optional)

For those that do not have email and would like for the LGA to send you information, then please provide the below information to the Lake Gaston Association at P.O. Box 656, Littleton, NC 27850:

- Merrymount Lot #
- Owner(s) Name - First and Last
- mailing address

There was discussion regarding the change of wording in the covenants to state that Merrymount only allows monthly or longer rentals. Lisa also, shared some of the online feedback received from several community members.

All members agreed that using Election Runner for online voting on future topics will be a much more efficient way to vote on issues in the community as opposed to having to attend meetings to vote.

JJ Lawn Service is the new lawn maintenance company for Merrymount. We currently have a one-year contract with them.

Doug gave several friendly reminders;

The speed limit in the neighborhood is 25mph, speeding in the neighborhood is very dangerous as there are many community members and their children that walk dogs, bike, etc. on these roads.

All dogs must be leashed when they are off of their personal property. It is in violation of the MPOA Covenants to have your dog off leash when walking in the community. It is important that guests staying in the community are made aware of this rule as well.

Doug asks that those with gravel driveways, keep the gravel swept up off of the road, and that lot owners please spray any weeds that may be growing around their mailboxes, at the ends of their driveways, and/or in the cracks in front of their homes.

Several members expressed concern about dogs barking excessively in the neighborhood. Doug advised them to contact the owner of the dogs directly, and if that does not resolve the issue, then they should file a noise complaint with the police.

Lissa Wissing thanked the community for all the meals, help, and support she received last year while she was injured and in a wheelchair.

Now that the pavilion has been pressure washed, Bill McCall has strongly advised that the wood structure be re-stained & sealed within the next three months. Bill said that if MPOA were to hire a company to do the job, it would cost at least \$2,500 therefore, there was discussion as to whether we should ask for volunteers, or go ahead and move forward with hiring a contractor for the job.

## VOTING RESULTS

## Merrymount Property Owners' Association Disclosure Booklet

Road Maintenance- Necessary chip & seal be done this year. Lissa Wissing motions yes, Richie Heycock seconds. Passed.

Street Lights- Installation of three additional street lights on Merrymount Rd. Rene Teasdale motions yes, Pam Rock seconds. Passed.

Trailer Lot Security Cameras- Installation of battery powered security cameras at trailer lot. Patty McHenry motions yes, Billy McGibbon seconds. Passed.

Re-staining pavilion wood structure- Request for volunteers first, if none within 30 days of request, hire a contractor. Kelly Dice motions yes, Richie Heycock seconds. Passed.

Donation to Jerusalem United Methodist Church- \$100 donation for use of facility. Lee Guins motions yes, Doug Sobey seconds. Passed.

Doug announced the voting results for the two open board director positions; Denise Buckner, and Kelly Dice.

Doug Concluded the meeting by thanking all who attended.

The meeting adjourned at 11:30. There was a picnic to follow at 2:00pm.

Paige Holland

MPOA Secretary

**EXHIBIT C MERRYMOUNT ON LAKE GASTON**

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS**

**MERRYMOUNT ON LAKE GASTON**

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS**

This Amended and Restated Declaration of Protective Covenants (the "Covenants") is made as of the \_14<sup>th</sup>\_ day, of July 2014, by Merrymount Property Owners Association, Inc., a Virginia non-stock corporation (the "Association").

WHEREAS, the Merrymount Declaration of Protective Covenants (the "Declaration"), was made by Warren Land Company, a North Carolina Corporation (the "Developer"), and recorded among the land records in the Office of the Clerk, Circuit Court of Mecklenburg County, Virginia in Deed Book 504, Page 489, and among the land records in the Office of the Registrant of Deeds of Warren County, North Carolina in Deed Book 625, Page 14, submitting certain real estate described in the Declaration, and any Supplementary Declarations recorded subsequent thereto, to the covenants, charges, restrictions, easements and liens contained therein; and

WHEREAS, Merrymount Property Owners Association, Inc. (the "Association"), a Virginia non-stock corporation, is the successor in interest to all of the Declarant's right, title and interest in and to the Declaration; and

WHEREAS, pursuant to Article XIII, Section 1 of the Declaration, the Declaration may be amended upon the affirmative vote of a majority of the then owners of the Residential Lots at a duly held meeting of the Association, and the recordation of an instrument setting forth such amendment in the applicable clerk's office; and

WHEREAS, the Association has complied with Article XIII, Section 1 of the Declaration at a duly held meeting of the Association on May\_31st\_, 2014, as evidenced by the Certification of the Chairman attached hereto; and

WHEREAS, the Association deems it to be in the best interests of the Association and the members to amend and restate the Declaration for clarity.

NOW THEREFORE, the Association declares that the Land shall continue to be held, sold and conveyed by it, its successors and assigns, and shall be owned, occupied, used and enjoyed by the Owners and subsequent purchasers thereof, their successors and assigns, subject to the restrictions, reservations, easements, liens, assessments and encumbrances hereinabove or hereinafter mentioned, together with such amendments and/or additions thereto as may be incorporated subsequently by reference.



**ARTICLE I**  
**DEFINITIONS**

Section 1. The following words, when used in the Covenants (unless the context shall prohibit) shall have the following meaning:

A. **"The Association"** shall mean and refer to Merrymount Property Owners Association, Inc., a Virginia non-stock, nonprofit corporation.

B. **"The Land"** shall mean and refer to all lands described in Article II, Section 1, infra.

C. **"Residential Lot"** shall mean any separately designated parcel of land within the Land shown on any recorded plat of the Land or any portion thereof, or any site plan or any future site plans thereof, and which is designated or intended for the construction of a single-family dwelling

D. **"Owner"** shall mean and refer to the person or legal entity having legal or equitable interest in any Residential Lot whether or not such interest is acquired by deed, contract, will, or intestate descent. The term shall not include, however, mortgagees, judgment lien creditors, or other lien holders.

E. **"Legal entity"** or **"Legal entities"** shall include, but shall not be limited to, corporations, partnerships, limited liability companies and/or partnerships, associations, churches, governmental agencies, municipalities, counties, states or the United States of America, and the agencies or political subdivisions of either.

F. **"Member"** shall refer to those Association members as provided in Article III, Sections 1 and 2 of the Covenants.

G. **"Common Property"** means and refers to the streets and roads in the Subdivision and the access road to the Subdivision, and such other community areas including lot 128 and parcel B. The Common Property is dedicated hereby to the common use and enjoyment of the Owners of the Residential Lots whether ownership of the Common Property is held by the Association or the political subdivision of the state in which the Common Property or portion thereof is physically located. Common Property does not include, and expressly excludes:

(1) The well lots, which are controlled by the water providing company, or lots shown on the Plats or a plot of any land added to or lying within the Subdivision from time to time;  
or

(2) The central water system, including wells, pumps, tanks, distribution lines, and other components installed, or to be installed, maintained, repaired or replaced by the water providing company to serve the Subdivision and the Residential Lots; and

(3) The boat piers and slips mentioned in Article XII, *infra*.

H. **“Setback Line”** shall mean and refer to the building setback lines of each Residential Lot shown on the Plats or required by the applicable Ordinances of the county of situs, whichever establishes the greater setback requirement.

I. **“Clerk’s Office”** shall mean the Clerk’s Office of the Circuit Court of Mecklenburg County, Virginia.

J. **“Register’s Office”** shall mean the Office of the Register of Deeds of Warren County, North Carolina.

K. **“Plat” or “Plats”** means the recorded subdivision plat or plats mentioned in Article II (A) Section 1 (A) as the context shall require.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Real Property (the “Subdivision”)

Section 1.

(A) **Mecklenburg County, Virginia and Warren County, North Carolina:**

1. All those certain lots or parcels of land together with improvements thereon and appurtenances thereunto to belonging situate in Palmer Springs Magisterial District, Mecklenburg County, Virginia, shown, designated and described as LOTS 2-74 INCLUSIVE and LOTS 120-128 INCLUSIVE, on a Plat of Survey consisting of five sheets prepared by Marvin L. Crutchfield, C.L.S., (Crutchfield & Associates, Inc.) of the Merrymount on Lake Gaston Subdivision, dated March 27, 1996, (File No. 95-240A)(“Plat I”) recorded in the Clerk’s Office and the Register’s Office; and

2. All those certain lots or parcels of land together with improvements thereon and appurtenances thereunto shown, designated and described as Lot 1 “Merrymount on Lake Gaston” Subdivision as shown on a plat of survey prepared by Crutchfield & Associates, Inc., (Marvin L. Crutchfield, Registered Land Surveyor) dated March 27, 1996, (File No. 95-240-C1) recorded in the Clerk’s Office; and

3. All those certain lots or parcels of land together with improvements thereon and appurtenances thereunto shown, designated and described as Lots 75-84,85 and 85B, 86-103 and Lot 129 shown on a plat of survey prepared by Crutchfield and Associates, Inc., dated July 31, 1996, bearing File No. 95-240 B (consisting of 2 sheets) recorded in the Clerk's office; Lots 85 and 85B although non-contiguous and separated by Merrymount Road, are deemed to constitute one single unit the primary building site of which is located on Lot 85 and the on-site sewage disposal site for which is located on Lot 85B; and

4. All those certain lots or parcels of land together with improvements thereon and appurtenances thereunto shown, designated and described as Section C Merrymount on Lake Gaston, Lots 201 through 213 inclusive shown on a plat of survey by Crutchfield and Associates, Inc., dated March 16, 2004, revised March 24, 2004, bearing File No. 03155.CRD/03155FS1.DWG/03155FS2.DWG, recorded in the Clerk's office and in the Register's Office as Section C, Lots 201 through 213 lie in both Palmer Springs District, Mecklenburg County and in Hawtree Township, Warren County, North Carolina; and

(B) Together with a nonexclusive perpetual easement for the ingress, egress and access and for the location, construction, reconstruction, installation, operation and maintenance of streets, roads, public and private utilities of every kind, nature and description and drainage ditches over, across, along, through and under that portion of the land shown and designated on Plat 1 as "Hawtree Way" from its point of intersection with North Carolina State Route 1307; "Merrymount Road", "Bell Arbor Court" and "Botetourt Court" as shown on Plat 1 subject however to the provisions of Section 15.1-487 of the Code of Virginia, 1950, as amended and for that portion of Hawtree Way that lies within the State of North Carolina to the applicable statutes of the State of North Carolina to the extent that such statutes apply all as shown on Plat 1; and in the manner and to the extent permitted or required by the laws of the State of North Carolina, the dedication of that portion of Hawtree Way extending from the north line of North Carolina State Route 1307 north to its point of intersection with the North Carolina-Virginia state boundary as a perpetual though nonexclusive easement of access and utility for the use and benefit of the Association, the Boat Slip Association, Owners, their successors and assigns and designates, subject to the Association, its successors and assigns, to

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make improvements, modifications, and changes upon, within or to said road way, including its location and design.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership**

Each Residential Lot shall include as an appurtenance membership in the Association and each Owner and Co-Owner shall be an Association member.

**Section 2. Voting Rights**

Each Residential Lot shall include as an appurtenance one but only one vote in all Association matters. The vote shall be cast as the Owners determine. In no event and under no circumstances, shall more than one vote per Residential Lot be cast in the Association affairs.

If a Residential Lot is owned by a legal entity or more than one person, the legal entity or co-owners shall designate their voting representative, in writing, with the Association secretary. The designation may be general or restricted. If no designation is received by the secretary prior to Association meetings, the secretary may recognize any one of the Owners as the Owner's representative; receive and record the vote as cast by the person so recognized.

**Section 3. Proxy Votes**

Proxy votes shall be permitted at any regular or special meeting of the Association.

**Section 4. Quorum**

The Owners of the Residential Lots present in person or by proxy at any duly called meeting of the membership shall constitute a quorum for the purpose of electing directors and transacting any business brought before the meeting.

**ARTICLE IV**  
**PROPERTY RIGHTS IN COMMON PROPERTIES**

**Section 1. Members Easement of Enjoyment**

Subject to the provisions of Section 3, of this Article and Section 2 of Article III, each Residential Lot shall include, as an appurtenance thereto, membership in the Association and the right to the use and enjoyment of the Common Property.

**Section 2. Title to and Control of Common Property**

Subject to the provisions of Section 15.1-478 of the Code of Virginia, 1950, as amended, as said Section pertains to streets and roads lying in the Commonwealth of Virginia and to the provisions of the general statutes of the State of North Carolina as said statutes pertain to the streets and roads lying in the State of North Carolina, the Association shall retain title and control of the Common Property and all portions thereof. Property designated as Common Property is for

the mutual enjoyment of the Association and the Owners and is subject to the terms and provisions, conditions and restrictions of the Covenants.

**Section 3. Subordination of Members Interest**

The Members' rights and easements of enjoyment hereby created are and shall be subject to the following:

A. The right of the Association, from time to time and at any time, to borrow money to develop, maintain, or improve the Common Property and to encumber the Common Property as security for such debt. The Members' rights and use of the Common Property shall be subordinate to any Purchase Money Deed of Trust given by the Association or any other Deed of Trust given by the Association as security for funds borrowed for the development and maintenance of improvements to the Common Property whether or not the Deed of Trust is in existence as of the date of this Declaration or is made by the Association subsequent to the date hereof;

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

C. The right of the Association or Developer to levy special assessments in addition to the annual assessment, herein provided, for maintenance of or improvements to the Common Property.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENT**

**Section 1. Creation of the Lien**

Subject to the later provisions of the Article, an annual assessment (the "Assessment") is hereby established and levied on each Residential Lot. The Assessment is hereby made and shall remain a continuing lien on the Residential Lots.

In addition, the Assessment shall be, become and thereafter remain the joint and several personal obligation of the Owners, their successors and assigns.

To the extent not prohibited by applicable law, the lien of and the personal obligation to pay the Assessment shall include:

- A. The principal amount thereof; and
- B. A late payment charge of 50% of the principal amount of the Assessment if it is not paid on or before the 10<sup>th</sup> day following its due date; and
- C. Compound interest at 10% per annum computed on the sum of the Assessment and the late payment penalty from and after the due date thereof (hereinafter defined); and

D. All court costs and attorneys' fees incurred by the Association in the collection of any unpaid assessment (principal, penalty, and interest).

**Section 2. Purpose of Assessment**

The Assessment shall be used by the Association:

A. To maintain, renovate, improve, operate and administer the Common Property including the streets, roads, shoulders and ditches and drainage easement, if any, to the end that the streets and roads shall be kept reasonably free of potholes and washes, and the shoulders and ditches free of washes and bare spots, devoid of ground cover; and

B. To construct, maintain, renovate, operate and administer such additional common property as the Association may designate from time to time for the benefit and enjoyment of the Owners to the end that the value of the Property shall be protected, promoted and enhanced. The Common Property shall be maintained in a reasonable, prudent, and sightly manner and shall be kept reasonably free of trash, debris and refuse.

Additionally, the Assessment shall be used for the payment of taxes and insurance upon or with reference to the Common Property, and all other reasonable expenses of Association operations.

**Section 3. Annual Assessment - Due Date**

The annual Assessment shall be assessed per single family Residential Lot. The Assessment shall be due and payable, in advance, beginning March 1, 1997, and thereafter on March 1 of each succeeding year (the Due Date). The Assessment shall not be prorated for any portion of any year.

**Section 4. Annual Assessment - Increase**

The Board of Directors of the Association may increase the Assessment upon thirty (30) days prior written notice to the Owners, but the amount of any increase shall not exceed 25% of the then current assessment in any annual assessment period. The Assessment period begins on March 1 of each year and ends on the last day of February of each succeeding year.

**Section 5. Special Assessment- Establishment- Levy**

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, levy a special assessment. The resolution shall state the purpose of the proposed special assessment, the amount, duration and due date thereof.

The proposed special assessment shall become a lien on each Residential Lot, and shall be the personal obligation of each Owner.

The special assessment shall apply equally to each Residential Lot.

Section 5A. **Impact Fee**

An Impact Fee to offset wear on the roads from construction traffic shall be imposed on each Residential Lot and is payable to the Association when a building permit is issued on any unimproved Residential Lot. The Board shall set the amount of the Impact Fee on a uniform basis. The Board may modify the amount of the Impact Fee on a yearly basis.

Section 6. **Quorum**

A quorum for any meeting of the membership shall be those Members present, in person or by proxy, at any duly called meeting notice of which shall have been sent as required by the applicable provisions of the Covenants, the Articles of Incorporation, Bylaws of the Association, or applicable law.

Section 7. **Duties of the Board of Directors**

The Board of Directors of the Association shall prepare a roster of properties and assessments applicable thereto at least 15 days in advance of the due date of the Assessment. The roster shall be kept with the Association records and shall be open to inspection by any Member during business hours.

The Association shall send an annual notice of the Assessment to each Owner of record on or before February 15 of each year. The Association shall send a notice of any special assessment to each Member within 15 days after the enactment of any such assessment. Failure of the Association to send the notice of assessment (annual or special) shall in no way abrogate the lien of the Assessment nor the personal obligation of the Owner for the payment of same.

Section 8. **Nonpayment of Assessment, Annual or Special Enforcement**

If any assessment remains unpaid more than 30 days beyond its due date as herein provided, the Association may prepare and file a Notice of Declaration of Lien or Memorandum of Lien in such jurisdictions and in such manner as may be then prescribed by applicable law.

Thereafter, the Association may proceed by the then appropriate legal action in law or in equity in a Court of competent jurisdiction in personam against the Owner personally obligated to pay the same and/or in rem against the Land to enforce the lien against the Owner or against the Land to collect the Assessment.

Section 9. **Subordination of Lien**

Once perfected, the Association shall have a lien on the Residential Lot for unpaid assessments levied against that Residential Lot which shall be prior to all other subsequent liens



and encumbrances except (i) real estate tax liens on that Residential Lot, (ii) liens and encumbrances recorded prior to the recordation of the Covenants, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien.

Subsequent assessments shall not be affected adversely by a sale or transfer of the Land. To the extent permitted by applicable bankruptcy law, the personal obligation of the Owner for payment of the Assessment shall not be terminated or otherwise affected by any sale under a foreclosure proceeding or court ordered sale, whether or not the Assessment becomes due prior or subsequent to the foreclosure proceeding or judicial sale.

**Section 10. Exempt Property**

The following property shall be exempt from the Assessments, charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein devoted to public use;
- B. All property defined in Article 1, Section 1(g) and Article IV, Section 2, hereof; and
- C. All property exempt from taxation pursuant to the laws of the Federal, State or local government having jurisdiction in the premises.

**Section 11. Violations**

The Board of Directors shall have the right to assess any Owner a fine for a violation of the Covenants or Association rules and regulations including Architectural Guidelines. Any such assessment shall be a lien against the Residential Lot, collectible as any other assessment set forth herein.

**ARTICLE VI**  
**CONSTRUCTION AND USE LIMITATIONS**

It is the intent of the Association to promote, protect and enhance the value of the Land, the Residential Lots, and the Common Property in the Subdivision.

Therefore, to the extent permitted by applicable law, in the event of a conflict between the Covenants and the applicable zoning or Subdivision ordinances or the Covenants and the applicable building codes, the highest, most stringent and most restrictive standard shall be deemed the controlling standard for all construction in the Subdivision.

**Section 1. Residential Use and Construction Requirements (Conventional or Pre-fab Construction)**

A. Residential Lots shall be used for single family residential purposes only.

B. Single family residences of one story construction shall have a minimum of 1500 square feet enclosed, heated living area.

Single family residences having more than one story shall have a minimum of 1700 square feet enclosed, heated living area. The basement area, if any, shall not be included in the square footage requirements established by the Covenants whether or not the basement is partial or full or partially or fully above ground level.

Single family residence of one story construction located on Lots 201-213, shall have the minimum of 1700 square feet enclosed heated, living area. Single family residence having more than one story located on Lots 201-213, shall have a minimum of 2100 square feet enclosed heated, living area. The basement area, if any, shall not be included in the square footage requirements established by the Covenants as amended and supplemented regardless of whether or not the basement is partial or full or partially or fully above ground.

C. The main floor of the residence must be supported by and constructed on continuance weight bearing exterior walls (interrupted only by enclosed windows, doors or garage doors) built on a continuous footer constructed to meet the requirements of the applicable state and county building codes.

The main floor may be constructed, in whole or in part, on a concrete slab poured on grade.

The bottom of the foundation sill plate located on top of the foundation wall must be at least two feet above ground level at every point when neither basements nor concrete slabs are employed in the construction technique.

D. All dwelling for human habitation and other free standing structures erected on any Residential Lot shall be of conventional "stick built", "panelized", or "modular" on-site construction. At least 70% of the roof of any structure having less than 1751 square feet enclosed heated living area shall have a minimum slope of 6/12 and a minimum 12 inch overhang over each end and side wall.

E. All building materials shall be new or structurally sound.

All dwellings for human habitation and all other free standing structures erected on any Residential Lot in the Subdivision shall have solid exterior, weight bearing footers, foundations and walls. The exterior walls of all improvements constructed upon any Residential Lot shall be brick, wood, aluminum, vinyl, masonite, dryvit or stucco. No asphalt shingles, tar paper, tin or similar building materials shall be used for the exterior walls of any improvements.

Concrete or similar blocks may be used for foundations but they shall not be employed as "above ground" exterior walls unless they are fully and permanently stuccoed or brick veneered.

F. No temporary structures of any nature shall be erected, located, occupied, used or maintained on any Residential Lot except for "port-a-johns" when used in connection with construction of an on-site single family residence and then only so long as such residence is under construction.

G. Manufactured houses prohibited.

Absolutely no manufactured houses (trailers, mobile homes or multiple wide mobile homes) are permitted in the Subdivision.

Manufactured houses (defined as mobile homes whether single or multiple wide) are absolutely prohibited. No manufactured houses shall be located, erected, placed or parked on any Residential Lot in the Subdivision. A manufactured house (single or multiple wide) is defined as a structure transportable in one or more sections that is built on a permanent chassis having an exterior tongue or other apparatus to enable the unit or units to be moved or towed from one location to another by use of an external motorized power unit and designed to be used as a dwelling for human habitation with or without a permanent continuous weight bearing foundation when connected to the required utilities and includes or may include all or portions of on board plumbing, heating, air conditioning, water, sewage and electrical systems.

H. All dwellings must have solid exterior, weight bearing walls, footers and foundations.

I. The exterior construction of all improvements upon any Residential Lot and all grading, landscaping and seeding shall be complete within one year from commencement of construction.

If any such construction is not complete within one year of its commencement, the ARC or the Association shall notify the owner of the Residential Lot upon which such incomplete construction is located of the deficiency after which the Owner shall have 90 days to complete the exterior construction, grading, landscaping, and seeding after which the Association shall have the absolute right and first option but not the obligation to repurchase the Residential Lot in question at its original cost subject however to the lien of any then existing deeds of trust, judgments, liens or levies existing upon such property.

**Section 2. Building Setback Lines**

A. Unless the applicable state statutes, local ordinances, or recorded Subdivision plats require a more restrictive set back, the building line and the building setback lines are established as follows:

(1) Section A – Mecklenburg County:

- (a) Side lines: 10 feet
- (b) Front line (street): 50 feet
- (c) Rear line, waterfront: 0 feet
- (d) Rear line, non waterfront: 30 feet

(2) Building line – Minimum Lot Width:

(a) Mecklenburg County: Each Residential Lot in Section A must be at least 100 feet wide at the building line.

If the recorded Plat establishes a building setback line or lines or a building line greater than those established in this Article VI, then the setback line or lines or the building line shown on the applicable Plat(s) shall control.

**Section 3. Easements**

A. **Utility and drainage easements** Each Residential Lot is subject to the following general and specific easements reserved for the use and benefit of public or private utility or service companies for electricity, telephone, water, sewer, gas, or cable TV service, and drainage:

- (1) Side lines: 10 feet;
- (2) Front line (street): 10 feet;
- (3) Rear line\* (waterfront); 0 feet;
- (4) Rear line (non-waterfront): 10 feet

\*That portion of any Residential Lot line that fronts on and is conterminous with lands of the Virginia Electric Power company (VEPCO/Lake Gaston), its successors and assigns, is deemed "waterfront".

The Association may convey utility easements in the designated area to the appropriate utility or Service Company whether or not the individual Residential Lot encumbered thereby has been conveyed to a third party.

Additionally, an easement for the drainage of surface water is reserved within the area designated for utility easements as set forth above.

If the Plat requires or denotes a lesser easement than that contained herein as to any Residential Lot, then the provisions of the Covenants shall control and the conflicting provision shown on the Plat is deemed amended to accord with the provisions of the Covenants.

If the Plat requires or denotes a greater easement than that contained herein as to any Residential Lot, then the provisions of the Plat shall control the conflicting provision contained in the Covenants is deemed amended to accord with that shown on the Plat.

The easements may be used for the construction, reconstruction, operation and maintenance of utility conduits, poles, wires, pipes or fixtures and shall include the right to trim or cut any trees, brush, shrubs or grass ("Vegetation") that interferes, or threatens to interfere, with the construction, reconstruction, operation and maintenance of the utilities whether or not the Vegetation is actually located upon or situate within the easement area designated above. The utilities shall be installed below the ground.

B. **Drainage and Access Easements** The Association reserves the right to clear, grade and maintain the drainage easements so as to afford physical ingress and egress over the easement area to, from, and within the Subdivision and any other property adjacent thereto.

**Section 4. Signs**

A. The Owners or his agents or representatives, may advertise Residential Lots for sale by use of one, on-site sign not larger than 2½ feet by 2½ feet, erected on the specific lot to which the sign relates. For rent or signs advertising a business shall not be permitted.

B. The Owner of any Residential Lot may display his name and/or address on one on-site sign not larger than one foot by two feet in diameter.

C. All signs shall be new and shall be properly and adequately maintained as to construction and appearance.

D. The Association may erect and maintain one sign at the entrance to the Subdivision of such size, type and description and for such duration as it may desire for the purpose of identifying the Subdivision.

**Section 5. Livestock**

No livestock, poultry or animals shall be permitted in the Subdivision except family household pets (dogs and cats). Stabling of horses is not permitted in the Subdivision. Household pets shall not be maintained in the Subdivision for commercial purposes nor shall they be permitted to interfere with the right of quiet enjoyment of other persons owning property in Subdivision. All dogs shall be under leash control when not on their owner's property.

**Section 6. Garbage Containers**

Trash, garbage and other waste materials shall be kept in sanitary containers. Garbage cans and trash containers shall be kept in a clean, sightly and sanitary condition. They shall be concealed from the public view including the view of other Owners except when placed curbside for pickups if and when garbage pickup service is available in the Subdivision.

**Section 7. Fuel Containers**

All fuel tanks and other containers shall be buried or concealed from the public view including the view of other Owners.

**Section 8. Plumbing Facilities**

All dwellings shall be equipped with inside plumbing facilities and shall conform to the minimum requirements of and shall be approved by the applicable Code Enforcement Officer or Officers and such other governmental agency having jurisdiction in the premise.

**Section 9. Location of Improvements/Construction, Use Permits**

Proposed improvements to or upon the Residential Lots must be submitted to and approved, in advance of construction, by:

A. The Mecklenburg County Health Department and/or the Mecklenburg County Building Inspector as to those Residential Lots in Virginia and to the corresponding agencies in Warren, North Carolina for Residential Lots located in the jurisdiction.

B. The Architectural Review Committee of the Association and such other agencies of the local, state or federal government that have or any that may acquire jurisdiction in the premises;

C. As to Residential Lots fronting on Lake Gaston, the Owner must obtain a permit from North Carolina/Virginia Power Company, their successors or assigns, before

constructing docks, piers, bulkheads, walkways or other improvements in the lake or upon lands owned by the power company adjoining the lake.

**Section 10. Fencing**

Except for any fence installed or approved by the Developer, no fence, including any grading or alteration of the Residential Lot, shall be installed except in conformance with the Architectural Guidelines and with the prior written approval of the Architectural Review Committee, or the Board in the event of an appeal provided for in Article VII, Section 4.

**Section 11. Outbuildings and Sheds**

Except for any outbuilding or shed installed or approved by the Developer, no outbuilding or shed, including any grading or alteration of the Residential Lot, shall be installed except in conformance with the Architectural Guidelines and with the prior written approval of the Architectural Review Committee or the Board in the event of an appeal provided for in Article VII, Section 4.

**Section 12. Hard Landscaping**

Except for any hard landscaping installed or approved by the Developer, no hard landscaping, including any grading or alteration of the Residential Lot, shall be installed except in conformance with the Architectural Guidelines and with the prior written approval of the Architectural Review Committee, or the Board in the event of an appeal provided for in Article VII, Section 4.

**Section 13. Renting**

Should any Owner lease a dwelling or Residential Lot, that Owner shall provide the Association with a copy of the lease, which lease shall be in writing and include a requirement that the tenant abide by the Covenants and the Architectural Guidelines of the Association. Further, the Owner shall provide the Association with contact information for the tenant.

**ARTICLE VII**  
**ARCHITECTURAL REVIEW COMMITTEE**

**Section 1. Review by Committee**

No residence, outbuilding, fence or wall shall be constructed or located on any Residential Lot nor shall any addition or exterior change to or modification of the improvements be commenced until the plans and specifications have been submitted and approved, in writing, by the Architectural Review Committee ("ARC").

If no action is taken by the ARC within sixty days after submission of the plans and specifications, the request shall be deemed denied.

**Section 2. Committee**

The ARC shall consist of at least three committee members and one alternate appointed by the Board of Directors of the Association to serve for a term of one year each.

**Section 3. Architectural Guidelines**

The ARC shall promulgate guidelines to assist owners in improving their Residential Lots. The guidelines shall identify the procedure and criteria for review of Residential Lot improvement applications. Decisions of the ARC will be made on majority basis in a manner prescribed in the guidelines.

**Section 4. Appeal Process**

Any Owner shall have the right to appeal the decision of the ARC to the Board of Directors. The Board of Directors shall have the right to determine the manner and procedure by which appeals shall be heard. The decision of the Board with regard to any appeal of the ARC shall be final.

**Section 5. Monitoring**

The ARC will monitor improvements it has previously approved during installation or construction, and at the conclusion of thereof, will issue a final letter of approval to the Owner if the improvement has been completed in accordance with approved specifications.



**ARTICLE VIII**  
**UTILITIES**

**Section 1. Water**

The Residential Lots shall be served by a central water system installed by the Developer. The central water system shall consist of one or more wells, pumps and tanks, and sufficient distribution lines to supply a reasonably continuous supply of potable drinking water for reasonable household purposes to a perimeter lot line of each Residential Lot.

The water system for the Subdivision is operated by a Virginia Public Service Corporation and regulated by the Virginia State Corporation Commission. The initial water connection fee for each Residential Lot and the monthly usage charge for water will be determined by the private entity responsible for operating the central water distribution system.

If two or more Residential Lots are owned by the same person or legal entity, separate hook on fees shall be paid for each even if the lots adjoin. Connections shall be required for each Residential Lot and each such lot shall be subject to the monthly usage fee after the connection is made following the Owners' request for same.

**THE CENTRAL WATER SYSTEM WILL NOT AFFORD FIRE PROTECTION TO THE COMMUNITY.**

The central water system will meet the applicable minimum requirements for single family domesticated household purposes.

**NO INDIVIDUAL WELLS, WATER SUPPLIES OR SYSTEMS ARE PERMITTED ON ANY RESIDENTIAL LOT OR ANY GROUP OF RESIDENTIAL LOTS. WATER SERVICE TO THE RESIDENTIAL LOTS SHALL BE OBTAINED SOLELY FROM THE CENTRAL SYSTEM.**

**ARTICLE IX**  
**SANITARY FACILITIES AND UTILITIES**

**Section 1. Privies Prohibited**

No outside toilet or privy shall be constructed or used on any Residential Lot.

No untreated waste from any Residential Lot shall be permitted to enter any stream, branch, creek, ditch, gully or tributary thereof nor shall any such effluent be permitted to enter Lake Gaston.

**Section 2. Septic Tanks**

Sanitary waste disposal is and shall be the responsibility of each Owner. The Owners shall install and maintain, at their sole and separate expense, septic tanks and subsurface drain fields in strict compliance with the requirements of the applicable County Health Department and such other governing bodies or the agencies or political subdivisions having jurisdiction in the premises.

Prior to the commencement of construction of the septic tank or drain field or any other improvements, the Owners must contact the local Health Department and obtain an improvement permit for the facilities.

The local health officials are required to visit the Residential Lot and establish the location of the septic tank drain field in advance of construction.

## **ARTICLE X** **STREETS**

### **Section 1. Construction**

That portion of roads located in Mecklenburg County, Virginia, will be owned by Mecklenburg County, Virginia according to the provisions of Section 15.1-478 of the Code of Virginia, 1950, as amended. The roads will not be constructed or maintained by any public body. Neither Mecklenburg County, Virginia, Warren County, North Carolina, the Commonwealth of Virginia, the State of North Carolina, nor any other public body will maintain the roads.

The roads will be maintained by the Association according to the provisions of this Article.

With reference to that portion of the roads lying within Mecklenburg County, Virginia and as required by Article VI, Section 6-5-2 (J) of the Mecklenburg County Ordinance, it is recited that:

“The grantor(s) (sic.) (the Developer) hereby gives notice as required by the Mecklenburg County Subdivision Ordinance that they do not intend to partially or fully bring the streets and roadways up to the standards required by the State Department of Transportation and no local or state governmental agency will be responsible for the development, maintenance, supervision or control of said streets or roadways. The parties to this deed will hold harmless local and state governmental agencies from any liability or expense concerning road standards and maintenance within the above described subdivision serving the property herein described and within the subdivision, and this is a covenant which runs with the land.”

The roads in Mecklenburg County, Virginia will have a 50-foot right-of-way. The final wearing surface will be asphalt or tar and gravel, as the Association, in its sole discretion, determines. The wearing surface will be eighteen feet wide, constructed on a six inch, compacted, crusher run base twenty feet wide.

That portion of the road located in the State of North Carolina will be constructed on a 60-foot right-of-way. The final wearing surface will be of asphalt or tar and gravel as the Association, in its sole discretion, shall determine. The width of the wearing surface and the base upon which it is constructed will meet the minimum requirements of the State of North Carolina and Warren County for similar roads of like construction.

The roads will be constructed and reasonably maintained so as to provide two traffic lanes affording year-round, all-weather access by conventional motor vehicle to each Residential Lot from North Carolina State Route 1307.

A portion of the annual assessments shall be used to defray the maintenance cost of the roads.

## **ARTICLE XI** **MOTOR VEHICLES**

No unlicensed driver shall operate any licensed or unlicensed motor vehicle in the Subdivision except for lawn mowers, farm or garden tractors, rotary tillers, and the like when operated "on premises" on any Residential Lot.

## **ARTICLE XII** **BOAT PIER AND SLIPS**

The Developer will construct one or more boat piers and slips ("Slips"), generally in accordance with the design sketch hereto attached as Exhibit A, within the Lake Gaston water impoundment. The Developer reserves the right to change the design at any time without notice. The Slips will be located so as to be accessible by walkway from the Merrymount Lake Gaston Subdivision and will be available on a "first come/first serve basis" as an appurtenance to a Residential Lot (the "Lot"). Each Slip located within the pier shall be assigned a number or letter. When a Slip is purchased in connection with a Lot, it shall be designated as an appurtenance to the Lot thereafter to be owned, held, used, enjoyed, and conveyed by the original owner and the original owner's successors, assigns, designates, or personal representatives only as an integral part of and appurtenance to the Lot to which it was assigned initially. A slip may be severed from the Lot to which it was assigned initially or subsequently if and only if it is reassigned, simultaneously with its severance, to another Residential Lot in the Subdivision.

Ownership of the slips and the Lot to which it is assigned must coincide exactly. In the event of a discrepancy between the recorded ownership of the slip and the deeded ownership of the Lot to which it is assigned as the deed to such Lot appears in the Clerk's Office or the Register's Office, the recorded ownership as stated on the face of the Deed to which the slips is assigned shall control.

The Developer has formed a non-stock, nonprofit corporation, "Merrymount Boat Slip Association, Inc." (the "Boat Slip Association"), chartered by the State Corporation Commission of Virginia. Each Slip will have one vote in the management and control of the Boat Slip Association.

In addition to the annual assessment to be paid to the Property Owners Association required under Article V. of the Covenants, each lot owner who has purchased a Slip and to which Lot a Slip has been assigned shall pay to the Boat Slip Association an annual fee of \$200 (the "Annual Fee") to be used by that association to maintain the pier(s) and the Slips within the pier(s) and to obtain and maintain such liability insurance and other hazard insurance as the Boat Slip Association shall determine from time to time and to do and perform such other and more acts or things as are deemed necessary and proper by the directors of the Boat Slip Association.

The Annual Fee is hereby made and shall remain a continuing lien on the Lot to which the Slip is assigned. In addition, the Annual Fee shall be, become, and thereafter remain the joint and several personal obligation of the owner or owners of the Lot to which it is assigned, it/their successors and assigns.

To the extent not prohibited by applicable law, the lien of and personal obligation to pay the Annual Fee shall include:

- A. The principal amount thereof; and
- B. A late payment charge of 50% of the principal Annual Fee if it is not paid on or before the 10<sup>th</sup> day following its due date; and
- C. Compound interest at 10% per annum on the sum of the Annual Fee and the late payment penalty from and after the due date thereof (hereinafter defined); and
- D. All court costs incurred by the Boat Slip Association in the collection of any unpaid Annual Fee (principal, penalty, and interest); and
- E. Attorney fees of 33-1/3% of the total amount of the Annual Fee including principal, penalty, and accrued unpaid interest.

The obligation to pay the Annual Fee shall commence on March 1 following the date of the deed by which the Lot and the Slip are conveyed to the original purchaser by the Developer, and the Annual Fee shall be due and payable on March 1 annually thereafter. The Annual Fee shall not be prorated for any portion of any year.

The amount of the Annual Fee may be increased at any time by the Directors of the Boat Slip Association, but the amount of any increase shall not exceed 25 percent of the then current Annual Fee in any assessment period.

Additionally, the Directors of the Boat Slip Association may, at any regular or special meeting, adopt a special assessment which shall be submitted thereafter to the membership of the Boat Slip Association for approval at any regular or special meeting of the owners of the Lot and Slip. Notice of any such meeting shall be given in writing to each Lot and Slip owner at least fifteen days but not more than thirty days prior to the meeting and shall state the time, place, and purpose of the meeting. The notice shall state the purpose of the proposed special assessment, the amount, duration, and due date thereof.

The Developer shall control the Boat Slip Association until it has sold a majority of the Slips. Thereafter, on the basis of one vote per Slip, control of the Boat Slip Association shall pass to the unrelated third party purchasers/owners of the Lot and Slips.

The Developer shall maintain the Slips and pier(s) in which they are located until a majority of the Slips have been sold after which the Developer's sole responsibility for the Slips will be to pay the Annual Fee of \$200 per slip for each unsold Slip remaining in its inventory.

The Boat Slip Association shall maintain the pier(s) and Slips in a structurally sound condition.

The Board of Directors of the Boat Slip Association shall and it is hereby given the right to amend, supplement, alter, or change the provisions of this Article XII of the Covenants without the consent of the Merrymount Property Owners Association, Inc. Any such amendment adopted by the directors of the Boat Slip Association shall be submitted to the slip owners for ratification at any regular or special meeting of the membership of the Merrymount Boat Slip Association, Inc., and shall become effective upon ratification of such proposal(s) by the slip owners by a majority vote of the members present in person or by proxy.

**ARTICLE XIII**  
**GENERAL PROVISIONS**

**Section 1. Duration**

The Covenants shall run with and bind the land and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Residential Lot in the Subdivision, their respective legal representatives, heirs, successors and assigns.

**Section 2. Notices**

Any notice required to be sent to any Member or Owner under the provisions of the Covenants shall be deemed legally given when in writing, and may be transmitted by the most advanced technology available at the time if such use is a generally accepted business practice to each Member at the address last appearing on the books of the Association, or supplied by such Member for the purpose of notice.

**Section 3. Enforcement**

Enforcement of these Covenants shall be by any proceeding at law or in equity in a court of competent jurisdiction against:

A. Any person or persons violating or attempting to violate any covenant or restriction, either to enjoin violations or to recover damage; and

B. The land to enforce any lien created by the Covenants.

Enforcement proceedings may be instituted and maintained by:

- (1) the Association;
- (2) any Owner; and
- (3) any government or agency thereof having jurisdiction in the premise.

The failure of the Association, or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

**Section 4. Rights of the Association**

The Association is hereby given the right to enter upon any Residential Lot for the purpose of removing signs, debris, brush, junk or any other unsightly or unsanitary condition and shall not be considered a trespasser in so doing. The Association further reserves the right to make a reasonable charge to the Owner of such Residential Lot for such service which charge shall be a lien upon the Residential Lot and shall be fully enforceable by the Association through appropriate legal action.

Section 5. Severability

Invalidation of any provision of the Covenants by order or decree of any Court shall in no way effect the remaining provisions of the Covenants which shall continue in full force and effect.

IN WITNESS WHEREOF, Merrymount Property Owners Association, a Virginia non-stock corporation, causes these Covenants to be executed by its Chairperson as its corporate act and deed, pursuant to authority of its Board of Directors as of the date and year first above written.

**EXHIBIT D**

**MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INCORPORATED  
AMENDED AND RESTATED BY-LAWS**



**AMENDED AND RESTATED BY-LAWS  
OF  
MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INCORPORATED**

**ARTICLE I – OFFICERS**

The corporation is chartered under the laws of the Commonwealth of Virginia and the principal registered agent of the corporation is Michele Mulligan, 2016 John Rolfe Parkway, Richmond, VA 23238, and the North Carolina registered agent is Michael Ortiz, P. O. Box 30427, Raleigh, NC 27622.

The principal business address of the corporation is located at 134 Hawtree Way, Boydton, VA 23917. The Board of Directors shall have the power and authority to establish and maintain branches or subordinate business offices at such other locations within the continental United States as the Board, in its discretion, shall determine.

**ARTICLE II – MEMBERSHIP**

The purpose of this corporation shall be to administer and maintain the community property and facilities, including street and roadways within and the access road to the subdivision known as Merrymount on Lake Gaston (the “Subdivision”), developed by Warren Land Company, a North Carolina corporation domesticated for business in the Commonwealth of Virginia (“Warren Land”) situated in Palmer Springs Magisterial District, Mecklenburg County, Virginia, and Hawtree Township, Warren County, North Carolina, for the exclusive use, benefit and enjoyment of the owners of residential lots in the Subdivision and their guests; to implement and enforce the Amended and Restated Declaration of Protective Covenants adopted July 14, 2014, and recorded in the Clerk’s Office of Mecklenburg County on August 8, 2014 (the “Covenants”), including all amendments and supplements thereto as may from time to time be promulgated according to the provisions of the Covenants as the same relate to the Subdivision; to collect and disburse the assessments provided for in the Covenants; to cooperate with public officials in planning and developing the Subdivision in compliance with applicable zoning and subdivision ordinances and such other rules and regulations now existing or hereafter promulgated by lawful authority, and to conduct all lawful affairs, not required to be specifically stated in the Articles of Incorporation, for which corporations may be incorporated under the Act.

The corporation shall have such general power, including that conferred upon non-stock corporations by Chapter 10, Title 13.1 of the Code of Virginia, 1950, as amended, not in conflict with the provision of these Bylaws or the Articles of Incorporation, nor prohibited by applicable law.

There shall be but one class of membership.

Each owner of a Residential Lot as that term is defined in the Covenants shall be a member of the Corporation.

Each Residential Lot includes as an appurtenance thereto one, but only one, vote in all corporate affairs which, in the case of joint ownership by two or more people or legal entities, shall be exercised as the Co-Owners shall determine; but if no such designation is made prior to the commencement of any regular or special meeting of the Association members, the Chairperson

may, at his discretion, recognize one of the co-owners and receive and record the vote of such person as the designated representative and vote of the co- owners.

Proxy votes are permitted at any regular or special meeting of the membership. The owners of the Residential Lots present in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing directors and transacting such other business as may come before such meeting. A majority vote of those lot owners represented in person or by proxy at any such meeting shall be sufficient to transact all business in behalf of the Corporation including the election of directors.

### **ARTICLE III**

1. Annual Meeting. The annual meeting of the membership shall be held the first Saturday following the nationally observed Memorial Day holiday or as soon as permitted for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day designated for any annual meeting of the membership or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the membership as soon thereafter as is convenient.
2. Special Meetings. Special meetings of the membership of any purpose or purposes may be called by: (a) any officer or (b) any member of the Board of Directors, or (c) upon request of not less than five percent (5%) of the voting members of the corporation (the lot owners).
3. Place of Meeting. The Board of Directors may designate any place within the continental United States for any annual meeting or for any special meeting. If no designation is made, the annual meeting or special meeting shall be held at Jerusalem United Methodist Church, 850 Paschall Station Rd., Warrenton, NC.
4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the meeting, either by mail, personally or by e-mail, by or at the direction of the Chairperson or the Secretary or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the membership roster of the corporation, with postage thereon prepaid.
5. Waiver of Notice. Notice of any regular or special meeting of the members may be waived, in writing, in advance of or at any time prior to the adjournment of any such regular or special meeting.
6. Closing Transfer Books or Fixing Record Data. For the purpose of determining members entitled to notice of or to vote at any meeting of membership or any adjournment thereof, the Board of Directors of the corporation may provide that the membership books be closed for fifteen (15) days prior to the meeting.
7. Quorum. The owners of Residential lots present in person or by proxy at any duly called regular or special meeting of the membership shall constitute a quorum for all business transactions.

8. Proxies. At all meetings of the members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after thirty (30) days from the date of its execution unless otherwise provided in the proxy.
9. All proxies executed by a member to his duly authorized attorney in fact authorizing a vote or other action in his behalf for the purpose specified in the notice of the meeting for which said proxy is given, shall continue in full force and effect for a period of thirty (30) consecutive days from and after the date on which said meeting is originally scheduled. In the event that the meeting so scheduled pursuant to notice be not held at the time and place specified or if commenced but not concluded for any reason and be thereafter continued from its scheduled date to any future date within said thirty (30) day period, then, in any such event, said proxy shall continue in full force and effect and shall be entitled to be received by the Secretary of the Corporation and by him filed as a part of the permanent minutes of said corporation and shall be voted, in the discretion of the attorney in fact named therein, as he shall see fit.
10. In the case of a regular scheduled meeting of the members for which no notice is required, then, said proxy shall continue in full force and effect for a period of thirty (30) consecutive days from and after the date of the regular scheduled membership meeting.

#### **ARTICLE IV – BOARD OF DIRECTORS**

1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.
2. Association Board. The Association shall be managed by five (5) Board members elected by the Owners. One board member shall have an initial term of three (3) years; two board members shall have an initial term of two (2) years and two board members shall have an initial term of one (1) year. After the initial terms, all subsequent board members shall serve for a term of three years. At the annual meeting each year the Board of Directors shall elect a Chairperson and Vice-Chairperson. The Chairperson shall direct and manage the affairs of the Board of Directors. In the Chairperson's absence the Vice-Chairperson shall serve as the Chairperson.

Duties of the Board of Directors. The Board of Directors of the Association shall control and manage the affairs of the Association. It shall be the responsibility of the Board of Directors to ensure that the Owners abide by the Covenants. The Board of Directors shall have the right to delegate and assign any or all of the functions, duties, and responsibilities of the Association to any individual or entity it deems competent to handle the assigned task. The duties and responsibilities of the Board of Directors shall include, and not be limited to the following:

- (a) preparing and adopting of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in annual installments);

- (c) providing for the operation, care, upkeep, and maintenance of all the Common Property;
- (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Property in accordance with the other provisions of the Covenants after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Covenants, and the rules and regulations adopted by it and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Covenants, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its members;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;
- (m) making available to any prospective purchaser of a Residential Lot, an Owner of a Residential Lot, any first Mortgagee, and the Holders, Insurers, and Guarantors of a first Mortgage on any Residential Lot current copies of the Covenants, rules governing the Residential Lot, and all other books, records, and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Merrymount Subdivision

- (o) appointing such additional committees, permanent or ad hoc, and the members thereof.

Decisions of the Board of Directors shall be determined on a majority basis. It shall require the presence of three directors to establish a quorum. Once a quorum is established at a Board meeting, business decisions of the Board shall be determined on a majority basis. The Board of Directors may act on any matter of the Association without a meeting provided all of the Directors agree that a decision on a particular matter may be rendered without a meeting.

3. **Regular Meetings.** A regular meeting of the Board of Directors shall be held without notice other than by this By-Law after the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings.
4. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairperson or two directors.
5. **Notice.** Notice of any special meeting shall be given by telephone, e-mail, or written notice delivered personally at least twenty-four (24) hours before the time fixed for the meeting. All notices shall be deemed delivered upon execution.
6. **Quorum.** A majority of the number of directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time.
7. **Board Decisions.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
8. **Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of membership called for that purpose.
9. **Compensation.** The Directors shall not be compensated for their attendance at any meeting nor shall their expenses be paid by the corporation until such time as, in the opinion of the Board of Directors by Resolution adopted, the financial status of the corporation is such that compensation may be made and the expenses incurred by the Directors in their attendance of the meeting may be paid.
10. **Presumption of Assent.** A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting.

## **ARTICLE V – OFFICERS**

1. **Number.** The officers of the corporation shall be five (5), to wit: a Chairperson, a Vice Chairperson, and three (3) Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. The office of Chairperson, Vice-Chairperson, Secretary or Treasurer, shall not, in any case, be united in the same person.
2. **Election and Term of Office.** The officers of the corporation to be elected by the Board of Directors shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor has been duly elected and qualifies or until his death or until he resigns or is removed in the manner hereinafter provided.
3. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
5. **Powers and Duties.** The powers and duties of the several officers shall be as provided from time to time by resolution or other directive of the Board of Directors. In the absence of such provisions, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to this corporation.
6. **Secretary.** The Board of Directors shall appoint a Secretary to record and transcribe the minutes of the meetings of the Board of Directors. The Secretary shall be responsible for maintaining a list of the Owners of the Residential Lots. The Secretary shall be the point of contact for Owners desiring to put matters before the Board of Directors. It shall be the responsibility of the Secretary, in conjunction with the Chairperson of the Board to prepare agendas for the Board of Directors. The Secretary shall serve at the pleasure of the Board for a term determined by the Board.
7. **Appointment of Treasurer.** The Board of Directors shall appoint a Treasurer to handle the finances of the Association. The Treasurer shall be responsible for the collection of assessments and paying the bills of the Association. The Treasurer shall not be required to have a bond to serve in the capacity of the Treasurer. The Treasurer shall serve at the pleasure of the Board for a term as determined by the Board. The Treasurer in conjunction with the Board shall prepare an annual budget for approval and adoption by the Owners of the Association at the Annual Meeting of the Association.
8. **Salaries.** The officers of the corporation shall serve without pay until such time as, in the opinion of the Board of Directors by Resolution duly adopted, the financial status of the corporation is such as to permit compensation to the officers for their services rendered. At such time and in such event, no officers shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

## **ARTICLE VI – CONTRACTS, LOAN, CHECKS AND DEPOSITS**

1. **Contracts.** The Board of Directors shall approve all contracts or other documents or instruments prior to the execution or delivery thereof, in behalf of the corporation.
2. **Loans.** No loan shall be contracted in behalf of the corporation and no evidence of indebtedness shall be issued in its name unless such action shall have been authorized by a Resolution of the Board of Directors. Such approval and authorization may be general or confined to specific instances.
3. **Checks, Drafts or Orders.** All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the corporation in accordance with the foregoing provisions or otherwise on the corporate accounts established at a financial institution(s) approved by the Board shall be signed by two (2) directors of the Board and/or the Treasurer and one (1) director of the Association.
4. **Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such bank, trust companies, or other depositories as the Board of Directors may from time to time select.

## **ARTICLE VII – CORPORATE SEAL**

The Corporate Seal of the corporation shall consist of two concentric circles within the inner edge of which shall be embraced the words “MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.” and across the center thereof the word “SEAL”.

## **ARTICLE VIII – WAIVER OF NOTICE**

Whenever any notice is required to be given to any MEMBER or Director of the corporation under the provisions of these By- Laws or under the provisions of the Articles of Incorporation or under the provisions of law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE IX – PARLIAMENTARY PROCEDURE**

Parliamentary procedure at all meetings of the members and/or Directors, whether regular or special, shall be governed by Robert's Rules of Order.

## **ARTICLE X – AMENDMENTS**

The By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board. Changes in and additions to the By-Laws by the Board of Directors shall be reported to the members at their next regular meeting and shall be subject to approval or disapproval of the members at such meeting. If no action is then taken by the members on a change in or addition to the By-Laws, such change or addition shall be deemed to be fully approved and ratified by the members.

## **ARTICLE XI – CONFLICT**

If any conflict appears between these By-Laws and the provisions of the Declaration of Protective Covenants, then the provisions of the Covenants shall control.



**EXHIBIT E**

**MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INCORPORATED**

**ARTICLES OF INCORPORATION**

**ARTICLES OF INCORPORATION  
OF  
MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.  
(A Virginia Non-Stock, Nonprofit Corporation)**

The undersigned incorporator hereby establishes a corporation under the provisions of Chapter 10, Title 13.1 of the Code of Virginia, 1950, as amended (Virginia Non-Stock Corporation Act), (the "Act"), and by these Articles of Incorporation, sets forth the following:

-1-

The name of the corporation shall be MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC. (the "Corporation").

-2-

The post office address of the initial registered office of the Corporation is 9718 Highway Nine-O-Three (P.O. Box 369), Bracey, Virginia 23919, which is located in Mecklenburg County.

-3-

The initial registered agent of the Corporation is E. Warren Matthews, a resident of Virginia and a member of the Virginia State Bar, whose business office is identical with the registered office.

-4-

The Corporation shall administer and maintain the common property and facilities, including streets and roadways within and the access road to a land subdivision known as Merrymount on Lake Gaston (the "Subdivision"), owned and developed by Warren Land Company (the "Developer"), situated in Palmer Springs Magisterial District, Mecklenburg County, Virginia, and Hawtree Township, Warren County, North Carolina, for the exclusive use, benefit and enjoyment of the owners of the residential lots in the Subdivision and their guests; to implement, administer, and enforce the Declaration of Protective covenants (the "Covenants") made or to be made by the Developer as they relate specifically to the Subdivision together with any amendments, additions, or supplements thereto or revisions thereof when recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, and the Office of the Register of Deed of Warren County, North Carolina; to cooperate with public officials in planning and implementing zoning and Subdivision ordinances and any other rules and regulations now existing or hereafter promulgated by lawful authority relating to the Subdivision; and to conduct all lawful affairs, not required to be specifically stated in the Articles of Incorporation, for which corporations may be incorporated under the Act.

-5-

There shall be but one class of membership.

Each owner of a Residential Lot, as that term is defined in the Covenants, shall be a member of the Corporation.

Each Residential Lot includes as an appurtenance thereto one, but only one, vote in all corporate affairs which, in the case of joint ownership by two or more people or legal entities, shall be exercised as the Co-Owners shall determine as provided in the By-Laws of the Corporation from time to time.

Proxy votes shall be permitted at any regular or special meeting of the membership. Fifteen percent (15%) of the Residential Lots represented in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing directors and transacting all business of the membership.

-6-

The Corporation shall have perpetual existence.

-7-

The Corporation shall have general powers, including those conferred upon non-stock corporations by Section 13.1-826 of the Code of Virginia, 1950, as amended, not in conflict with the provisions of these Articles of Incorporation nor prohibited by applicable law.

-8-

All Assessments, as that term is defined in the Covenants, and all money coming into the Corporation shall be used exclusively for the payment of taxes assessed against the Common Property, as defined in the Covenants; insurance premiums for such policies of casualty or liability insurance as the directors of the Corporation shall deem necessary and proper from time to time; for the payment of any existing facility of facilities now or hereafter erected or constructed upon the Common Property; to maintain the several easements, roads, and streets to or within the Subdivision; and to enforce the terms and provisions of the Covenants, together with such additions, amendments, modifications or alterations thereto as may be made from time to time according to the provisions of the Covenants.

No member, officer, or director shall receive any salary, profit, dividend, or compensation by virtue of membership in the Corporation; provided, however, that nothing contained herein shall be construed to prevent any such member, officer, or director from being reimbursed for expenses, or costs incurred by him or her in connection with services rendered to the Corporation or for material furnished to or work performed for the Corporation at its then reasonable and fair market value as determined by the Board of Directors.

-9-

The number of directors constituting the initial Board of Directors shall be two, and they shall manage the affairs of the Corporation for the first year or until their successors are duly elected, qualify, and take office. The directors need not be members of the Corporation.

-10-

The names and addresses of the initial Board of Directors are:

William C. Powell	1109 West Front Street Burlington, North Carolina 27215
John S. Powell	383 Billingham Drive P.O. Box 2888 Burlington, North Carolina 27215

-11-

The initial by-Laws shall be made and unanimously adopted by the foregoing directors and may be amended, altered, or rescinded thereafter, from time to time, and at any time, by unanimous consent or approval of the directors.

The number of directors may be increased or decreased, by amendment to the By-Laws; except, however, that the number of directors shall not be less than two.

Given under my hand and seal on this 28<sup>th</sup> day of May, 1996.

*/s/ E. Warren Matthews (SEAL)*  
E. Warren Matthews  
Incorporator

# Commonwealth of Virginia



## State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of all documents constituting the charter of MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC..

Nothing more is hereby certified.



Signed and Sealed at Richmond  
on this Date: June 05, 1996

*William J. Bridge*  
William J. Bridge, Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 31, 1996

*This is to Certify that the certificate of incorporation of*

MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date:*

May 31, 1996



*State Corporation Commission*

*William J. Bridge*  
Clerk of the Commission

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

May 31, 1996

The State Corporation Commission has found the accompanying articles submitted on behalf of

MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective May 31, 1996.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS20436  
96-05-30-0054

STATE OF  
NORTH  
CAROLINA



Department of The  
Secretary of State

CERTIFICATE OF AUTHORIZATION

I **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify that

**MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.**

*a corporation organized under the laws of Virginia was authorized to transact business in the State of North Carolina by issuance of a Certificate of Authority on the 17th day of September, 1996.*

I **FURTHER** certify that the said corporation's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation's certificate of authority has not been revoked for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that a certificate of withdrawal has not been issued in the name of the said corporation as of the date of this certificate.



*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 21st day of February, 1997.*

*Elaine F. Marshall*

*Secretary of State*



STATE OF  
NORTH  
CAROLINA



Department of The  
Secretary of State

CERTIFICATE OF AUTHORITY

I, JANICE H. FAULKNER, *Secretary of State of the State of North Carolina*, do hereby certify that

MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.

*a corporation organized under the laws of Virginia, having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State of North Carolina.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of September, 1996.*



*Janice H. Faulkner*  
Secretary of State



# NORTH CAROLINA

## Department of The Secretary of State

### CERTIFICATE OF REINSTATEMENT FROM SUSPENSION

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that the Articles of Incorporation of

**MERRYMOUNT PROPERTY OWNERS ASSOCIATION, INC.**

were reinstated from suspension pursuant to the provisions of N.C.G.S. §150-232 on 10th day of June, 2005 and, further, that the corporation was thereupon again entitled to exercise its rights, privileges, and franchises in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of June, 2005

*Elaine F. Marshall*  
Secretary of State

Document Id: C20051010060  
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**EXHIBIT F**

**MERRYMOUNT PROPERTY OWNERS' ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE  
& REQUEST FOR ARCHITECTURAL APPROVAL FORM**

## **MERRYMOUNT PROPERTY OWNERS' ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE**

### **PURPOSE**

The recorded [Declaration of Protective Covenants](#) established the Architectural Review Committee to preserve property values, the natural beauty of the subdivision, and to assist the quality of life in Merrymount on Lake Gaston and to enforce the guidelines in the covenants.

The Committee meets regularly to review and approve or disapprove the requests of property owners to construct, modify, or make improvements on any properties in the Merrymount Subdivision.

### **REQUESTS FOR ARCHITECTURAL APPROVAL**

Architectural approval is mandatory before work begins on your property. New construction, changes or additions to the exterior of structures within the Merrymount Subdivision, except minor shrubbery changes, must be submitted to the Committee in writing for review, approval, or disapproval. If a property owner disagrees with the Committee's action, he or she may appeal to the Merrymount Property Owners' Association (MPOA) Board of Directors. **This appeal must be submitted to the Board of Directors in writing within fifteen (15) days from date of the ARC letter of disapproval or the disapproval will become permanent.**

Property owners must submit a [Request for Architectural Approval Form](#) with explanation of the proposed new construction, changes or additions and a signed copy of the form at the end of the "[A Guide for the New Property Owner.](#)" These forms are located on the website. Descriptions, associated drawings, and a copy of lot survey must accompany the form so that the Committee may reasonably act on each request. For changes the Architectural committee will complete a "[ARC Neighbor Acknowledgement Form](#)" and get your neighbors to sign it. This informs your neighbors of the changes you are planning and provides them a chance to voice their concerns.

General examples of items involving new construction, changes or additions, which require Committee review include:

- **Structural:** Any new construction, exterior redesign or change in materials, finishes and colors, additions, garage, carport, detached building or structure of any kind.
- **Adjacent Structures:** Fences of any kind, dog pens or runs, patios, decks, pools, exterior hot tubs/spas, or hard landscaping such as retaining walls.
- **Miscellaneous:** Exterior paint or color changes, antennas and satellite dishes (larger than 36 inches in diameter) and swimming pools.
- **Exemptions:** Repainting structures the same color does not require a Request for Architectural Approval.

To help guide you through the process we have created an [Architectural Review Check List](#) . The items on the check list are what the ARC committee will be looking for when we come to you site for our inspection.

### **THE COMMITTEE'S PROCEDURE**

The Committee meets periodically when requests are received. If the property owner makes no request for a meeting, the Committee may make a decision without a meeting after Committee members review the request.

Property owners or the Committee may request a meeting to ask questions. When the Committee considers a request, the following will take place:

- 1. The Committee will examine the written Request noting its completeness or areas of concern.
- 2. The requestor (if present) will be invited to verbally present the details of the request and to discuss it with the Committee.
- 3. Other persons may be invited to present comments or support/concerns for the request, and discuss them with the Committee.
- 4. Once the requestor has had a chance to speak, the Committee, in closed session, will discuss the request and determine an action which may be:
  - A. Approve as submitted
  - B. Approve subject to conditions
  - C. Disapprove because of an incomplete request
  - D. Disapprove
  - E. Make a site visit before taking action
- 5. A Request for approval should be submitted to the Committee at least sixty (60) days before the anticipated construction date. Plans should be submitted to the secretary of the MPOA or sent to the Association at 134 Hawtree Way, Boynton, VA 23917. The Committee will respond to the requester in writing and will make every attempt to complete the review as expeditiously as possible, no later than thirty (30) days. The County Inspections Department prior to issuing permits may request evidence of Committee approval.
- 6. The Request and supporting documents become the property of MPOA and will be retained in the property files. IF IN DOUBT, contact the Secretary of Merrymount Property Owners' Association. The secretary can arrange communication with the members of the Architectural Review Committee or answer most questions.

*Updated 8/16/19*

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**MERRYMOUNT PROPERTY OWNERS' ASSOCIATION  
REQUEST FOR ARCHITECTURAL APPROVAL**

Date submitted \_\_\_\_\_

Initial approval date \_\_\_\_\_

Final approval date \_\_\_\_\_

**Merrymount Property Owners' Association (MPOA)  
Request for Architectural Committee Approval**

Property Owner's Name \_\_\_\_\_

Lot number \_\_\_\_\_

Owner's Phone and Email Address \_\_\_\_\_

Owner's Permanent Address \_\_\_\_\_

Estimated Completion Date for Construction \_\_\_\_\_

Contractor's Name and License Number \_\_\_\_\_

Contractor's Address, Phone, and Email \_\_\_\_\_

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1. Narrative description of the proposed home and/or landscape improvement, change, or addition. Site materials to be used and please note that any shed/outbuilding/structure must be built from the same materials used originally for the home (including matching existing paint colors). If materials originally used on the house are no longer available, a reasonable match may be accepted by the ARC. These exceptions will be made on a case by case basis. See: Guidelines 8.4.2. Attach additional sheets of paper as necessary.

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2. Please attach two (2) drawings to this request form showing all proposed improvements including relationships to existing structures, lot lines, and required setbacks. Two drawings or more are needed to clearly show proposed improvements including existing structures:
- A. Site Plan-showing location and configuration of construction or improvements (may be drawn on a copy of your lot survey)
  - B. Elevation (s) – front, side, and rear- one or more as necessary, annotated with materials, finishes, and colors
3. A building permit and inspection by the County Building Department may be required.
4. Date of payment of Road Impact Fee (for new home construction only) \_\_\_\_\_
5. Should the Architectural Review Committee deny your request, you may appeal the decision in person to the Merrymount Property Owners' Association Board of Directors.

**Initial approval** - The Architectural Committee recommends the following:

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Initial approval, requires the following: house plans, site plans, road impact fee paid, request for ARC approval filled out, and lot owner/builder acknowledge form signed. Initial approval:

_____	ARC signature	_____	date
_____	ARC signature	_____	date
_____	ARC signature	_____	date

**Initial Site Inspection** - The Architectural Committee recommends the following:

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Initial Site Inspection is to be approved before construction begins. Lot cleared, property lines and building / construction site are to be staked with flags and clearly outlined at this time. Silt fence port-a-john, and culvert pipe in place. Initial site approval:

_____	ARC signature	_____	date
_____	ARC signature	_____	date
_____	ARC signature	_____	date

**Follow-up site inspection** - Architectural Committee recommends the following:

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Follow-up site inspection if needed:

_____	ARC signature	_____	date
_____	ARC signature	_____	date
_____	ARC signature	_____	date

Final Approval of Completion

_____	ARC signature	_____	date
_____	ARC signature	_____	date
_____	ARC signature	_____	date

**Exhibit G**

**Merrymount on Lake Gaston**

**A Guide for the New Property Owner**

**Lots 1- 129 and Lots 201- 213**



**Merrymount on Lake Gaston**  
**A Guide for Building your New Home in Merrymount**  
**Lots 1- 129 and Lots 201- 213**

The Merrymount Property Owners' Association welcomes you to our community. To aid you in building your new home, we have devised the following guide lines. This does not replace the covenants; therefore, all lot owners should refer to the Protective Covenants for further detail.

According to the Protective Covenants, no residence, outbuildings, fence or wall shall be constructed or located on any residential lot nor shall any addition or exterior change to or modification of the improvements be commenced until the plans and specification thereof have been submitted to and approved, in writing by the Architectural Review Committee (ARC). You should receive conformation within 30 days of the receipt of your application and impact fee, if additional information is required you will be notified. If you have not received conformation within 30 days after submission please contact the Architectural Committee chair.

## **1.0 FEES TO PROPERTY OWNERS' ASSOCIATION AND UTILITIES**

1.1 MAINTENANCE ASSESSMENT/DUES Annual on March 1 \$350 per lot each year (reviewed annually)

1.2 IMPACT FEE ON NEW CONSTRUCTION \$1500 initial fee for new home construction (reviewed annually) to be paid to the secretary before construction begins.

1.3 WATER CONNECTION CHARGE \$1500 hook on fee per residential lot, paid to Aqua Virginia. This is subject to change by Aqua Virginia. Private wells are not permitted in Merrymount.

## **2.0 BUILDING SITE PREPARATION**

All plans must be submitted to and approved by the Architectural Review Committee prior to clearing the building site or construction of a new home. Submit the completed "Request for Architectural Approval" 60 days prior to requesting the building permit from county.

2.1 The property setbacks are as follows:

2.1.1 Side line setback 10 feet, the property side line should be marked by (1) front and (1) rear wooden property markers or iron pins.

2.1.2 Front (street) setback 50 feet, the property front line should be marked by (2) wooden property markers.

2.1.3 Rear setback for waterfront lots 0 feet, the property rear line should be marked by (2) wooden property markers.

2.1.4 Rear setback for non waterfront lots 30 feet, the property rear line should be marked by (2) iron pins.

2.1.5 If the recorded Plat establishes a building setback line or lines or a building line greater than listed above, then the setback line or lines or the building line shown on the applicable Plat shall control. The setback lines vary from lot to lot depending on the width of the lot, which must be at least 100 feet wide at the building line.

2.2 Utility and Drainage Easements

2.2.1 Sidelines- 10 feet

2.2.2 Front lines- 10 feet

2.2.3 Rear line (waterfront) - 0 feet

2.2.4 Rear line (non-waterfront)-10 feet

2.3 In order to maintain the natural beauty of Merrymount and attempt to afford sight isolation between homes, clear cutting (denuding) the lot is prohibited. A fifteen (15) foot access driveway to construction site, a ten (10) foot buffer around the home footprint and the septic field area are allowable exceptions to clear cutting. Removal of dead or diseased trees and underbrush is encouraged by the ARC. It is

desirable to keep as many trees of six (6) inch caliper, measured at a level of four (4) feet above ground plain, along side lot lines and between street and house. All debris created from clearing the home site must be hauled away. Open fires are prohibited.

2.4 Silt fences shall be installed prior to or at time of lot clearing to reduce erosion onto streets, adjacent lots or into Lake Gaston. These fences must be maintained in functional order over the entire construction period until permanent solutions are installed. Lot Owner/Builder is responsible for storm water runoff control by installing positive control devices to prevent drainage from lot and home site improvements to the street, Lake Gaston or adjacent lots.

2.5 A construction driveway, coincident with final driveway location, must be installed prior to lot clearing and will consist of a minimum of # 2 or larger gravel applied into lot a sufficient distance to eliminate or greatly minimize mud from being tracked onto streets. Integrity of the roadway storm water control ditches must be maintained by installing a suitable culvert pipe in the drainage ditch. When construction begins, this construction drive must be extended up to the building footprint. This driveway must be at least twelve (12) feet wide and be maintained (addition of new stone as required) over entire construction period. When installing the driveway culvert, make sure that water can freely flow through the culvert to the existing ditches. Periodically check to make sure that grass, dirt and stones don't impede water flow.

2.6 Construction debris fencing or a commercial dumpster must be on site prior to building construction start date. Debris fencing in lieu of dumpsters can be employed to contain construction debris from being distributed to adjacent lots or streets. Debris must be periodically hauled away from the site. No construction debris burning will be tolerated. Personal trash (food and drink remnants) may only be burned in large metal barrels or drums while workers are actively on site.

### **3.0 CONSTRUCTION REQUIREMENTS**

3.1 Residential lots shall be used for single family residential purposes only. Homes can be conventional stick build or pre-fab construction.

3.2 All buildings for human habitation and other freestanding structures erected on any lot shall be of conventional "stick built", "panelized" or "modular" on site construction.

3.3 Home size for LOTS 1-129

3.3.1 One story Single Family Residential Homes shall have a minimum of 1500 square feet enclosed, heated, living space. Basement area is not included in this calculation.

3.3.2 More than one story Single Family Residential Homes must have a minimum of 1700 feet enclosed, heated, living space. Basement area is not included in this calculation.

3.4 Home size for LOTS 201-213

3.4.1 One story Single Family Residential Homes shall have a minimum of 1700 square feet enclosed, heated, living space. Basement area is not included in this calculation.

3.4.2 More than one story Single Family Residential Homes must have a minimum of 2100 feet enclosed, heated, living space. Basement area is not included in this calculation.

3.5 All dwellings must have a solid exterior, weight bearing walls, footers, and foundations.

3.6 All building materials must be new or structurally sound.

3.7 The exterior construction of all improvements upon any residential lot and all grading, landscaping and seeding shall be complete within one year from commencement of construction.

3.8 MAIN FLOOR

3.8.1 Must be supported by and constructed on continuous weight bearing exterior walls (interrupted only by enclosed windows, doors or garage doors) built on a continuous footer to meet requirements of the applicable state and county building codes.

3.8.2 The main floor may be constructed, in whole or in part, on a concrete slab poured on grade.

3.8.3 The bottom of the foundation sill plate located on top of the foundation wall must be at least two feet above ground level at every point when neither basements nor concrete slabs are employed in the construction technique. The two feet above ground level applies to homes with

crawl spaces.

### 3.9 ROOF

#### 3.9.1 LOTS 1- 129.

3.9.1.1 At least 70% of the roof of any structure having less than 1751 square feet enclosed heated living area shall have a minimum slope of 6/12 and a minimum 12 inch overhang over each end and side wall.

#### 3.9.2 LOTS 201- 213.

3.9.2.1 At least 70% of the roof of any structure having less than 2163 square feet enclosed heated living area shall have a minimum slope of 6/12 and a minimum 12-inch overhang over each end and sidewall.

### 3.10 EXTERIOR

3.10.1 All dwellings for human habitation and all other free standing structures erected on any lot in the subdivision shall have solid exterior, weight bearing footers, foundations and walls.

3.10.2 Exterior walls shall be brick, wood, aluminum, vinyl, masonite, dryvit or stucco.

3.10.3 Concrete or similar blocks may be used for foundations but they shall not be employed as "above ground" exterior walls unless they are fully and permanently finished with stucco, brick or stone veneer.

3.10.4 Home materials and colors must be approved by the ARC.

## 4.0 HEALTH, SAFETY and REPAIR

4.1 OSHA requires that construction sites provide toilet facilities for workers. If no such permanent facility is available, a portable facility is to be provided (e.g. Porta-John, dumpsters, trash receptical, etc.) by the contractor. These portable facilities shall be located 100 feet from the street and at least 20 feet from any adjacent developed lot sideline.

4.2 The MPOA requires that a trash receptacle with a tight fitting lid be provided on-site for food and drink remnants to reduce the occurrence of wild animals and local pets scavenging through the work site and either becoming ill from spoiled food or scattering the trash throughout the neighborhood.

4.3 The impact fee you paid when your building permit was issued was to cover normal wear and tear on the road system because of construction vehicles. However, contractors will be responsible for repair of any specific damage done by their equipment. Such repair will be completed within a reasonable length of time or the Association will order the repair and submit the costs to the contractor and homeowner for payment. As the homeowner, you are ultimately responsible for the repair, so please ensure your contractor is aware of this responsibility.

## 5.0 OTHER STANDARDS AND GUIDELINES

5.1 All fences, sheds, outbuildings, hard landscaping, and other "improvements" to said property must henceforth conform to the "Architectural Review Committee Guidelines" and be approved by the Architectural Review Committee prior to implementation/construction on said property. Upon completion of said construction of said items, the lot owner will receive a final letter of approval from the Architectural Review Committee.

5.2 Installation of high intensity "dusk to dawn" outside security lighting is prohibited.

5.3 Merrymount Property Owners' Association and the Architectural Review Committee have no jurisdiction over the construction of boat docks. Property owners should contact Dominion Power directly for guidance and directions.

## 5.4 FENCES AND SCREEN WALLS

5.4.1 No fences or screen walls (privacy fence) of any kind (regardless of material) will be approved in the street yards in Merrymount. For matters of clarification this means that all fence approvals will be in the back yard or side yard. The street yard is defined as that area of each lot between the house and the street in Merrymount.

5.4.1.1 The only exception to this ruling is for a safety fence surrounding swimming pools as required by Mecklenburg County. The fence must meet approved material guidelines.

5.4.1.2 Pet enclosures, such as kennels and cages, are permitted only if they are not located in the street yard or visible from the street, of attractive design consistent with the neighborhood, maintained in a neat and clean condition, not made of chain link and/or chicken wire or any other wire fencing.

5.4.2 All requests for fence construction must be accompanied by a documented attempt to notify adjacent neighbors whose line of site from the fence construction would be visible or impacted. This will be completed by the ARC.

5.4.2.1 The ARC will consider comments and concerns received from those adjacent neighbors whose view is impacted.

5.4.3 The ARC will review requests for all fence construction with recommended fence varieties that maintain the aesthetics and beauty of Merrymount.

5.4.3.1 No permanent chain or permanent metal fence (barbed wire, chicken wire, mesh) or split rail will be approved. Recommended fence materials that will be reviewed for approval include wood, aluminum or wrought iron. .

5.4.3.2 Fence posts will be secured by concrete footings.

5.4.3.3 Fence post footings must be on the homeowner's property.

5.4.3.4 Fence post must be located at least 2 feet inside the property line. Homeowners are responsible for yard maintenance up to their property line.

5.4.3.5 Home owners are responsible for maintenance of the fence.

5.4.3.6 Framing and support structures are to be on the inside of the fence facing the interior of the homeowner's property.

5.4.3.7 All color finishes applied to the fence shall require approval.

5.4.3.8 Fences shall not exceed 6 feet in height and shall be of an open construction design. (minimum opening between slats of 3-5 inches) nor give the appearance of closed design.

## 5.5. SHEDS AND OUTBUILDINGS

5.5.1 Home owners are limited to one shed per lot; size can be no larger than 10% of the heated square footage of the house.

5.5.2 Size, material, color, and location must be approved by the ARC.

5.5.3 Siding, color and roof materials will be the same as the main dwelling.

5.5.4 Must conform to Mecklenburg County or Warren County easement and/or set back

requirements unless a variance is approved.

5.5.5 Shed and outbuilding construction will be approved only in backyards or side yards. For waterfront houses backyards are defined as that part of the lot between the house and the water in Merrymount. The front of the house is defined as that part of the lot between the road and the house.

#### 5.6 HARD LANDSCAPING

5.6.1 Any permanent hard landscaping (e.g. concrete, asphalt, grading, retaining wall, driveway, etc.) needs ARC approval. Plans should be submitted showing location, setbacks, etc with the request for architectural approval form.

### 6.0 ARCHITECTURAL REVIEW COMMITTEE FINAL APPROVAL

Architectural Review Committee will monitor approved projects from start to finish and submit a final letter of approval to the property owner.

### 7.0 GRANDFATHER CLAUSE

7.1 Non-conforming fences, sheds, outbuildings, hard landscaping, and other existing, non-complying "improvements" may be excluded from these current "Architectural Review Committee Guidelines", with proof of prior Architectural Review Committee approval. Non-approved, existing fences, sheds, outbuildings, hard landscaping, and other existing "improvements", shall not be "grandfathered", and shall be removed from said property or brought into compliance with the current Architectural Review Committee guidelines at such time that the current lot owner sells such property. The expense of such compliance or removal of non-conforming fences, sheds, outbuildings, hard landscaping, and other "improvements" shall be incurred by the current lot owner and/or the new owner.

**8.0 LOT OWNER/BUILDER ACKNOWLEDGEMENT**

By signing this form you acknowledge you have read understand the guidelines for building in Merrymount. This form must be signed for the architectural committee to process your application.

Lot owner signature: \_\_\_\_\_

Builder signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### **Architectural Review Check List for New Construction**

Welcome to Merrymount! We are excited to have you as a new neighbor, and want to make your construction approval as easy as possible. Feel free to contact any of the committee members for help with any questions you may have.

\_\_\_ Do not clear cut trees on your lot. See section 2.3 of the A Guide for New Property Owners concerning this. A silt fence must be installed during the clearing and construction.

\_\_\_ Before you are ready to start building, there is a request form in your booklet or available from our website that needs to be filled out completely. There is another form at the end of the A Guide for New Property Owners section 9.0 that must be signed by you and your builder.

\_\_\_ We need either an electronic copy or two (2) sets of your house plans and a plat (drawing) of your property with all measurements of the home, concrete areas, and septic tank/field, out building, etc. This must show the location of these items on the lot showing all set back lines for your lot.

\_\_\_ All of the above paperwork and payment of the road impact fee needs to be sent to the board secretary at 134 Hawtree Way, Boydton, VA 23917 before the committee will start the review process.

\_\_\_ Mark and flag the placement of the structure on the property.

\_\_\_ Notify ARC the date footings will be dug, so that set back lines may be verified.

\_\_\_ A porta-potty and containment for construction debris must be at the site before any construction begins, and maintained during the construction. It must be located a minimum of 20 feet from the side lines and minimum of 100 feet from the street.

\_\_\_ The plans and forms submitted must include the following information:

- \_\_\_ Roof pitch minimum of 6/12 pitch with a 12 inch overhang.
- \_\_\_ Color and types of material of the roof.
- \_\_\_ Color and types of materials for siding.
- \_\_\_ Square footage of home must meet requirements of covenants.

When installing the driveway culvert, make sure that water can freely flow through the culvert to the existing ditches. Periodically check to make sure that grass, dirt and stones don't impede water flow.

We reserve the right to do site visits throughout the process. If there are any changes that must be made during the construction, please notify us immediately.

**EXHIBIT H**

**MERRYMOUNT PROPERTY OWNERS ASSOCIATION COMPLAINT PROCEDURES &  
ASSOCIATION COMPLAINT FORM**



## **EXHIBIT H**

### **MERRYMOUNT PROPERTY OWNERS ASSOCIATION COMPLAINT PROCEDURE**

**Pursuant to the authority of the Board of Directors set forth in the Bylaws of the Merrymount Property Owners Association (MPOA), the Board of Directors hereby adopts this resolution to establish procedure for the MPOA to deal with complaints from property owners.**

**Any property owner who wishes to complain to the Association's Board of Directors (Board) must submit the complaint in writing to the MPOA Board Chairperson or another member of the Board. Once received, the Board will initially consider the complaint at its next regular meeting; so long as the complaint is received at least 15 calendar days before that meeting (the Board generally meets quarterly with the dates being announced on the MPOA website – [www.merrymount.net](http://www.merrymount.net) ). Otherwise, initial review of the complaint may be postponed until the next regular meeting in order to give Board members an opportunity to review adequately the complaint before formal discussion. The Board will respond to the complaint no later than 15 calendar days following a second regular meeting. (Note: A request by the Board for additional information shall be considered such a response.)**

**A complaint, as a minimum, shall include the name and address of the complaining property owner, a written description of the problem or concern, and telephone and email contact information. The description should reference specific facts and circumstances, as well as the provision of the Association's documents that support the complaint. It may also include photographs, supporting documents, and other exhibits (two copies of each).**

**If the complainant is not satisfied with the Board's response, he/she may submit rebuttal information and/or request a formal hearing by the Board. Action will be taken by the Board at its next regular meeting that is scheduled at least 15 calendar days after the submittal/request. The complainant may ask for a postponement to a later regular meeting, which the Board shall grant.**

**If the complainant believes that the Board has violated legal requirements (statutes, regulations, or Association governing documents), he/she has the right, under Virginia law, to complain in writing within 30 days of notification of any final adverse decision to the Ombudsman of Virginia's Common Interest Community Board (CICB) in accordance with regulations promulgated by the CICB (see attached Form A).**

**Filing fees are the responsibility of the complainant.**

## ASSOCIATION COMPLAINT FORM

Merrymount Property Owners Association  
134 Hawtree Way  
Boydton, VA 23917

### ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of title 55 of the Code of Virginia, the Board of Directors (Board) of the Merrymount Property Owner Association (Association) has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the governing board, managing agent or association inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

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Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

Lot Address \_\_\_\_\_

E-mail address \_\_\_\_\_ Phone # \_\_\_\_\_ Contact preference  Phone  Email  Other \_\_\_\_\_

If, after the Board's consideration and review of the complaint, the Board issued a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233

804/367-2941 [CICOmbudsman@dpor.virginia.gov](mailto:CICOmbudsman@dpor.virginia.gov)

**EXHIBIT I**

**AGREEMENT AND RULES FOR PAVILION USE**

**AGREEMENT AND RULES FOR PAVILION USE**

1. The pavilion is intended for the enjoyment of residents of Merrymount, their friends and visitors.
2. No parking is permitted on the field or grass except to load or unload vehicles. If parking on the side of the road, please be sure that vehicles do not block residential driveways, and are parked far enough to the side of the road so that other vehicles including; emergency service vehicles, are able to pass through. Parking for the handicapped will be designated.
3. A Merrymount Property Owners Association ("MPOA") member is responsible for his/her event and is responsible for clean up; extinguishing fires, turning off electric and water and all garbage must be taken away after pavilion use.
4. Approval for large functions is required from the MPOA board. Due to limited space to park, and bathroom facility capacity, all functions are to be limited to 50 people or less.
5. Pavilion may be reserved by any MPOA member in good standing (i.e. current dues are paid) thru the MPOA Secretary, on a first come, first served basis.
6. MPOA has priority for date selection for Merrymount events.
7. MPOA does not sanction the use of alcoholic beverages at the pavilion; use of alcoholic beverages is at the risk of the user and MPOA is not liable for any accidents as a result of alcoholic consumption at the pavilion.
8. Use of the pavilion is at the risk of the MPOA member using the pavilion. The MPOA member is liable for any damage done to the pavilion structure, property, facilities, or fire pit.
9. An MPOA member chaperone must be present at all times when juveniles are using the shelter.
10. Written permission must be obtained from the MPOA Board when a bonfire is planned at the pavilion; the fire must be contained and completely extinguished before leaving the pavilion.
11. All music will be kept to a volume level as not to disturb the neighboring property owners. If a complaint is reported to an MPOA board member, such member shall have the right to order all music discontinued.
12. Overnight camping is not permitted. Events are to end by 11:00pm.
13. The undersigned agrees to indemnify, defend and hold the MPOA harmless from all injuries, claims, lawsuits, or causes of actions directly or indirectly resulting from the use of the pavilion. Furthermore, should the MPOA be named or threatened to be named a party to any lawsuit, the undersigned agrees to reimburse the MPOA for all costs, including the cost in retaining an attorney to defend the MPOA.
14. The requestor for the use of the pavilion will sign below, indicating this notice has been read, is understood and all damage and all liability is assumed by the signed lot owner.

\_\_\_\_\_  
Lot Number and Address

\_\_\_\_\_  
Reservation Date (example, 3/10/2019)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT J**

**ROADS REPORT 2019**

To: The Merrymount Subdivision Homeowners Association

From: Deborah Ortiz

Date: May 21, 2019

These notes are for the homeowners meeting that is scheduled for June 1, 2019. Unfortunately, I will not be able to attend. However, I would like to update the homeowners about the condition of the roads and proposed maintenance.

*Current condition:*

The roads within our subdivision were built in 1996 and mainly handle a low volume of residential traffic. There are occasional delivery trucks and some construction equipment when there are projects within the subdivision. The overall condition of the roads is good. Distress that is noted includes:

**Block cracking:** These are a network of transverse (across the road) and longitudinal (along the road) cracking that is mainly due to the combined effect of environmental conditions and the pavement's age. It is not load related.

**Alligator cracking:** This type of cracking is can be costly if ignored. They are interconnected cracks that resemble an alligator's skin. They are also referred to as fatigue cracking and could result in potholes if water compromises the pavement structure.

**Edge cracking:** Some edges of the roads do not have sufficient lateral support. Traffic at these edges has resulted in some edge cracking and could result in pavement pieces breaking away.

*Merrymount's Pavement Maintenance History:*

Our homeowner's association has been very proactive about pavement maintenance. Money is allocated for this expense and the roads are assessed yearly for distress. Maintenance procedures have included chip and seal (sometimes referred to as tar and gravel), patching (sometimes done to repair the roadway condition, but mostly for waterline repairs), sealing cracks and seal coating the entire roadway. By being proactive, the hope is to delay the need for an overlay indefinitely.

Timing is critical for maintenance activities so the intent is to apply these procedures every 4-5 years. Scheduled routine maintenance also minimizes the mobilization cost which can be \$2,500 and up. The last time money was spent on pavement maintenance was in 2014. Chip and seal was done in 2013. Patching, sealing cracks and seal coating was done in 2014.

Typically, Lanco Paving, Inc. does that chip and seal and ReMac, Inc. does patching and sealing.

*Recommendations for 2019:*

I met with Bruce Nunn of Lanco on May 3 and Matt Brewer of ReMac on May

6. Both contractors complimented our homeowner's association for being proactive about pavement maintenance and both agreed that the roadway conditions are very good. Pavement areas were marked for chip and seal. Only areas exhibiting a network of cracking were selected for this maintenance. ReMac will seal cracks that are not hairline cracks and are large enough to clean out and seal. They will follow up with a seal coat over all roadway surfaces and the area near the community dock. The estimated cost for this maintenance is:

Lanco: chip and seal areas that display cracking \$14,900

ReMac: seal coat roads \$25,081.10; seal coat lot by community boat dock

\$629.09; seal open cracks \$4,500. The combined total is \$45,110.19

The recommendation for the edge cracking is to place and compact gravel in areas that need lateral support. Two areas on Hawtree Way need this gravel. Estimates for this material and work have not been obtained.

The roadway maintenance estimates are good for 30 days. However, it is advised to complete this work in September, perhaps right after Labor Day. One reason for this delay is because the money allocated for this work will be available after September 20.

*Roadside Cleanup:*

On a different but slightly related note, I'd like to thank everyone that has helped with the roadside cleanup between our entrance and the T- intersection near Dave's Boat Repair. We schedule this roadside cleanup about four times a year and appreciate any and all help that shows up. If you've never joined us, please think about it the next time an email goes out announcing a date for roadside cleanup. Lovely vests and trash bags are provided.

**EXHIBIT K**

**2018 WATER QUALITY REPORT**





## Annual Drinking Water Quality

### Report MERRYMOUNT

(5117450)

PWS #VA5117450

**Este informe contiene informacion muy importante sobre su agua de beber.  
Traduzcalo o hable con alguien que lo entienda bien.**

Aqua Virginia (Aqua) is pleased to present you with the Annual Drinking Water Quality Report for 2018. This report is designed to inform you about the quality of water and the services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and the efforts made to protect our water resources. Aqua is committed to meet or exceed all Federal and State standards, ensuring the quality of your water.

Each of our community wells has a 100-foot protected area from potential sources of contamination. Our treatment process includes disinfection at each source, corrosion control, mineral control and filtration as needed.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1.800.426.4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. For EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants please call the Environmental Protection Agency's Safe Drinking Water Hotline at 1.800.426.4791.

**It is important to remember that the presence of these contaminants does not necessarily pose a health risk.**

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems; and radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

## **SOURCES AND TREATMENT OF YOUR DRINKING WATER**

The Merrymount Water System currently obtains its water supply from one groundwater well. The water is treated with chlorination for disinfection.

## **SOURCE WATER ASSESSMENT**

The Virginia Department of Health conducted a source water assessment of the system in 2001. The well was determined to have high susceptibility to contamination using criteria developed by the state in its EPA-approved Source

Water Assessment Program. This does not mean that your drinking water is currently unsafe. Your current water quality is described in the rest of this report. The assessment report consists of maps showing the source water assessment area, an inventory of known land use activities of concern, and documentation of any known contamination within the last 5 years from the date of assessment. The report is available by contacting Aqua Virginia at 877.WTR.AQUA (877.987.2782).

Aqua routinely monitors for over 150 contaminants in your drinking water according to Federal and State laws. The attached table shows detections found for the monitoring period of January 1st to December 31st, 2018 and the last test results of contaminants that were not due to be tested in 2018.

In the table you will find many terms and abbreviations you might not be familiar with. The following are terms and abbreviations used throughout this report:

**Action Level (AL)** - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Locational Running Annual Average (LRAA)** – The average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters under the Stage 2 Disinfectants and Disinfection Byproducts Rule.

**Maximum Contaminant Level (MCL)** - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology. MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

**Maximum Contaminant Level Goal (MCLG)** - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfection Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfection Level Goal (MRDLG)** – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Not Applicable (NA)** – Information not applicable/not required for that particular water system or for that particular rule.

**Non-Detects (ND)** - Laboratory analysis indicates that the contaminant is not present at the level of detection set for the particular methodology used.

**Parts per million (ppm)** - One part per million corresponds to one minute in two years or a single penny in \$10,000.

**Parts per billion (ppb)** - One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

**Parts per trillion (ppt)** or Nanograms per liter (nanograms/L) - One part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.

**Picocuries per liter (pCi/L)** - Picocuries per liter is a measure of the radioactivity in water.

**Running Annual Average (RAA)**- The average of sample analytical results for samples taken during the previous four calendar quarters under Stage 2 Disinfectants and Disinfection Byproducts Rule.

**Treatment Technique (TT)** - A required process intended to reduce the level of a contaminant in drinking water.

**TEST RESULTS**

Contaminant	Year Sampled	Units	MRDL Violation	Range	Your Water (Highest RAA)	MRDLG	MRDL	Likely source of Contamination
<b>Disinfection</b>								
FREE CHLORINE	2018	ppm	No	0.5 - 1.1	0.70	4	4.0	Water additive used to control microbes

Contaminant (Date)	Units	MCL	MCLG	Level Detected	Range	Violation	Likely source of Contamination	
<b>Inorganic Contaminants</b>								
FLUORIDE	2018	ppm	4	4	1	NA	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories

Contaminant (Date)	Units	MCL	MCLG	Level Detected	Range	Violation	Likely source of Contamination	
<b>Volatile Organic Contaminants</b>								
XYLENES	2017	ppm	10	10	0.003	NA	No	Discharge from petroleum factories; discharge from chemical factories

Contaminant (Date)	Units	MCL	MCLG	Level Detected	Range	Violation	Likely source of Contamination	
<b>Radiological Contaminants</b>								
GROSS ALPHA	2016	pCi/L	15	0	0.8	NA	No	Erosion of natural deposits
GROSS BETA *	2016	pCi/L	30	0	3	NA	No	Decay of natural and man-made deposits
*The MCL for Gross Beta is 4 mrem/year. EPA considers 50 pCi/l to be the level of concern for beta particles.								
RADIUM-226 AND RADIUM-228	2016	pCi/L	5	0	1.8	NA	No	Erosion of natural deposits

Merrymount Property Owners' Association Disclosure Booklet

Contaminant (Date)	Units	MCL	MCLG	Level Detected	Range	Violation	Likely source of Contamination	
<b>Stage 2 Disinfection By-products</b>								
TOTAL HALOACETIC ACIDS	2016	ppb	60	NA	3.2	NA	No	Byproduct of drinking water disinfection
TOTAL TRIHALOMETHANES	2016	ppb	80	NA	1.6	NA	No	Byproduct of drinking water chlorination
Contaminant (Date)	Sample Date	Units	Your Water	Number of sites found above the AL	MCLG	AL	Likely source of Contamination	
<b>Lead and Copper</b>								
COPPER	2016	ppm	0.02	0	1.3	AL = 1.3	Corrosion of household plumbing systems	
LEAD	2016	ppb	0.9	0	0	AL = 15	Corrosion of household plumbing systems	
<p>If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Aqua is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <a href="http://www.epa.gov/safewater/lead">http://www.epa.gov/safewater/lead</a>.</p>								

There is no state or federal MCL for sodium. Monitoring is required to provide information to consumers and health officials that are concerned about sodium intake due to dietary precautions. The sodium level in your water was 39.1 ppm as tested in November 2018. People on a sodium-restricted diet should consult a physician about the level of sodium in water they drink.

**Public Participation** -- Questions and concerns from our customers are welcomed and encouraged. For further information about this report or your water quality, please call Aqua Virginia at 877.WTR.AQUA (877.987.2782) or visit our website at [AquaAmerica.com](http://AquaAmerica.com). We want our valued customers to be informed about their water utility.

**EXHIBIT L**  
**PRIVACY POLICY**

## Privacy Policy

The Board of Directors for the Merrymount Property Owners' Association, Inc. ("Association") adopts the following privacy policy ("Privacy Policy"). The purpose of this Privacy Policy is to protect the personal privacy of the members of the Association, and at the same time assist property owners in knowing and communicating with other members of the Association. The Privacy Policy is also intended to inform owners as to the scope of disclosure by the Association, so that they are able to make informed decisions as to the level of their participation in Association publications and other communications.

### I. Neighborhood Directory

1. The Association has the right, but not the obligation, to publish a neighborhood directory of the property owners. The neighborhood directory will be free to the owners and will establish an effective way for members to communicate among themselves.
2. Prior to publishing a neighborhood directory, the Association will advise its members by email or other form of communication that a directory is being contemplated. The Association will provide members with a form requesting certain personal information ("Disclosure Form"). Each property owner has the absolute right and privilege to determine what personal information he or she desires to be published in the directory. Each owner is responsible for returning the Disclosure Form signed by the property owner. The Association will publish only that information set forth on the Disclosure Form.
3. Once the neighborhood directory is published, it will be provided only to property owners. The neighborhood directory will not be included in the Disclosure packet, required pursuant to Section 55-512 of the Code of Virginia. Furthermore, the neighborhood directory will not be given to any individual or entity who is not a member of the Association.

### II. Vital Information List

1. The Association has the right, but not the obligation, to prepare a list of property owners, including their addresses and home and work telephone numbers ("Vital Information List").
2. This Vital Information List will be provided only to entities and organizations the Board of Directors, in its reasonable business judgment, believes have the right to know. Such organization may include the Palmer Springs Fire Department, Aqua Virginia, the United States Post Office and other similar organizations.
3. Any Property Owner has the right to request in writing that his or her telephone numbers, address or name be eliminated from this Vital Information List. Upon written request, the lot owner's information will be purged from the Vital Information List. The property owner may request that portions (but not all) of



his or her private information, such as telephone numbers, be removed from the Vital Information List.

4. The Association will not disclose the Vital Information List to individuals or entities not previously approved for disclosure by the Board of Directors. The Vital Information List will not be used for purpose of pecuniary gain or commercial solicitation. In addition, unless approved by the majority of the property owners at the annual owners' association meeting, the Vital Information List will not be disclosed to the following:
  - a. real estate agents
  - b. solicitors
  - c. other lake associations
  - d. newspapers
  - e. New Property Owners' Package
5. Pursuant to Section 55-510 of the Code of Virginia the Vital Information List shall be available for examination and copying by any member of the Association in good standing, so long as the request is for a proper purpose related to his or her membership in the Association. The right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location, and (ii) upon five days' written notice.

### III. Association Web Page

1. The Association has the right, but not the obligation, to disclose personal information in the Association web page.
2. Personal information disclosed in a web page will be accessible only by a password made available to the property owners. Owners are cautioned not to disclose the password to third parties.
3. The Association web page will list the individual property owner's name and lot number. The Association may also include each owner's address and telephone numbers. Upon written request, property owners have the right to ask to have their physical addresses, telephone numbers and other information (other than name and lot number) deleted from the web page. Should an owner desire that his or her personal information be deleted from the web page, he or she is responsible for sending a written request to the secretary of the Association.

This Privacy Policy of the Association is not intended to supersede or conflict with any privacy laws established by the State of North Carolina, State of Virginia or the federal government. Should North Carolina, Virginia or the federal government adopt any statutes, codes, regulations or other laws in conflict with the Privacy Policy set forth above, then in such case, the Privacy Policy will be deemed amended to fully comply with government regulations. Portions of the Association are in both North Carolina and Virginia; thus, restrictive personal privacy requirements in either state shall override, supplement and take precedence over personal policy guidelines set forth above.

### **ABOUT THIS BOOK**

The Board of Directors of the Merrymount Property Owners' Association, Inc. has assembled this book to answer questions prospective and new homeowners may have about the Merrymount Subdivision at Lake Gaston. This book meets all required disclosures for home sellers and buyers in the Merrymount community pursuant to Code of Virginia §55-509.