

EAGLES SOUND ESTATES
SUBDIVISION DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 18th day of July, 2003 by Eagles Sound Estates, LLC, a Virginia Limited Liability Company, hereinafter referred to as "Declarant".

RECITALS

Declarant is the owner and developer of certain lots or parcels of real estate situated in Atlantic Magisterial District, Accomack County, Virginia and designated and shown as Lots 1 through 29, inclusive, and Lots 1 through 27, inclusive, as shown on two certain plats of survey captioned "Subdivision of Nock's Landing, Phase I, Near Atlantic, VA., Atlantic District, Accomack County, VA", dated May 10, 1989, Tax Map No. 43((3)) Phase I and "Subdivision of Nock's Landing, Phase II, Near Atlantic, Atlantic District, Accomack County, VA", dated December 5, 1989, Tax Map No. 43((4)) Phase II, made by Bruce B. Gallup, C.L.S., which plats are recorded in the Clerk's Office of the Circuit Court for the County of Accomack in Plat Book 90, Pages 52 and 172, respectively. Additionally, all these 56 lots are shown on a certain plat of survey captioned "Proposed location of light poles, 5' berm easement, nature trail easement, and 15' utility easement at Nock's Landing Sections I and II. Located near Atlantic, Atlantic District, Accomack County, Virginia", dated July 14, 2003, made by Shore Engineering Co., Inc., which plat is attached hereto and made a part of this declaration. These lots collectively shall be known as EAGLES SOUND ESTATES SUBDIVISION.

Declarant intends to develop, sell and convey the aforesaid lots but before doing so desires to impose upon them mutual and beneficial restrictions, covenants and equitable servitudes under a general plan or scheme of improvement in an effort to create a quaint seaside community with coastal architectural influences, for the benefit of all the aforesaid lots or parcels of land and the owners and future owners thereof.

When the property described above and any adjacent land hereafter acquired by Declarant and intended to become a part of the development known as Eagles Sound Estates has been sold, Declarant intends that architectural control be established to consider certain actions which lot owners may desire to take with reference to their property;

NOW, THEREFORE, Declarant states that all of the aforesaid lots which it owns are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual and equitable

servitudes upon each of said lots in favor of each and all other lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and their respective owners, present and future.

ARTICLE ONE

RESTRICTIONS

1.1 All lots shown on said plats shall be known and described as residential lots and shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling, not to exceed thirty-five feet (35') in height. No commercial uses of the lots are permitted, except home occupational businesses such as an artist, a writer, a stock trader and other businesses that are non-disruptive in nature and that do not require continual and ongoing business visits by the public. These non-disruptive home occupational businesses shall be permitted so long as they are in accordance with the applicable zoning ordinances of Accomack County, Virginia.

1.2 Eagles Sound Estates is hereby established as a restrictive development or neighborhood for single family detached dwellings. For the purposes of these restrictions, the word "family" shall mean a single person occupying the dwelling unit and maintaining a household; one, two or more persons related by blood, marriage or adoption occupying a dwelling, living together and maintaining a common household; not more than three (3) unrelated persons occupying a dwelling, living together and maintaining a common household.

1.3 The minimum square footage of heated living area per dwelling shall be no less than 1,600 square feet for a single story home and 2,000 square feet for a one and one-half story, two story or three story home. All dwellings shall be constructed on a basement, foundation or crawl space with brick, stone, drivit or a cedar face skirting. All dwellings and buildings shall be constructed at least two feet (24") above the finished ground level. No cinder block or asbestos siding exteriors will be permitted. All buildings shall have a roof pitch of not less than six-twelve (6-12). The exterior of the dwelling shall be horizontal cedar or other wood clapboard, brick, stone, vinyl or wood shingle. No log cabins, log homes, metal sheds, metal structures, metal fences, trailers, double wides, manufactured housing, modular homes or manufactured homes as defined in Va. Code Ann. Sec. 36-85.3 shall be permitted anywhere on the premises.

1.4 Minimum front yard setback requirements for the project shall be 35 feet or the building line shown on the subdivision plat whichever is greater. Minimum rear and side yard (except where adjacent to a street) setback requirements for the project shall be 15 feet. If these setbacks are less than present or future Accomack County zoning ordinances, the setbacks required by Accomack County zoning ordinances shall apply.

1.5 To maintain the asthetic appearance and natural beauty of the property, exterior items such as heat pumps, air conditioners, propane cylinders and other such items shall be placed in the

rear of the building and further shielded from view by natural plantings of trees or shrubs or decorative fencing. All oil and fuel tanks shall be buried and no barrels or tanks of any nature shall be permitted as storage tanks in any exposed place except during the construction period as defined in Section 1.14. All lots shall be kept neatly mowed.

1.6 All utility lines installed now, or in the future, within the development shall be underground.

1.7 No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and the same shall be kept in sanitary containers at all times. Trash barrels shall be on wheels and shall be of a uniform type, size and color for the subdivision and shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on or kept upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property or properties. This includes the use of burning barrels, piles or burning debris of any nature upon the property. No all terrain vehicles (ATV's), hovercraft, off road motorcycles or airboats shall be operated anywhere on the property.

1.8 No boat, trailer, commercial vehicle, recreational vehicle, bus, or automobiles (not registered or used on a regular basis), shall be parked on any lot or driveway so as to be visible from the street. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently. In addition, there shall be no outside laundry lines of any kind on the said property. No outside roof-mounted or ground-mounted satellite dish or antennas for television, radio, or any other purpose shall be constructed, placed or permitted to be placed upon any lot unless the dish or antenna is not visible from the front of the lot and not more than 24 inches in diameter. Items such as swing sets, playground equipment, basketball hoops and the like shall be located out of sight behind the main dwelling and shielded from view by plantings or decorative fencing. No metal playsets shall be allowed.

1.9 Private docks shall be permitted on waterfront lots. Private docks shall be constructed only of wood. To maintain the health of the marsh grass, when crossing wetlands the dock shall be raised one foot in height for every foot in width the dock is. No dock shall be constructed of steel, vinyl or wood treated with creosote or tar.

A community pier is planned and shall be permitted by these covenants on Lot 1.

1.10 "For Sale" signs shall be allowed on the lots for sale within Eagles Sound Estates. Only one sign shall be permitted and it shall be no larger than 12" wide by 18" tall. Any such signs shall be uniform in appearance with a white background and green or red lettering. Eagles Sound Estates entrance signs shall be installed by the Declarant. No tradesman, building or other type of advertising signs shall be placed upon any lot.

1.11 Domestic or household pets are permitted provided that they are not kept, bred or

maintained for commercial purposes. There shall be a limit of two (2) pets per household. Household pets must be accompanied by the owner, be leashed or be kept in an outside enclosure not visible from the street. The owner shall take whatever steps are necessary to ensure that pets do not interfere with the use and enjoyment of any other lot within Eagles Sound Estates. Dogs excessively barking, chasing cars, bicycles or people or otherwise menacing other property owners or their guests shall be immediately removed from the property. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

1.12 No lot within the Eagles Sound Estates subdivision shall be further subdivided.

1.13 Any dwelling or structure on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or Act of God shall be rebuilt and all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days after the date of damage or destruction or longer than sixty (60) days after the insurance claim has been settled, whichever first may occur.

1.14 Construction of any building once commenced shall proceed without delay and be completed within twelve (12) months. Cessation of work before construction of any building once started and before completion thereof for a continuous period of ninety (90) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state and the same shall be deemed to be a public nuisance.

1.15 The trees located within Eagles Sound Estates are spectacular and offer the entire development great aesthetic value. It is understood that often some trees must be cut to prepare a lot for a homesite, driveway or other improvement. No live trees larger than 8 inches shall be cut or removed from the lots without the written approval of the Declarant, its successors or assigns, and such permission shall not be unreasonably withheld from the lot owner.

1.16 The roads that are being built upon Eagles Sound Estates are being constructed to specifications as designated by the Virginia Department of Transportation. These roads will be paved and turned over to the Commonwealth of Virginia for acceptance into the secondary road system of the Virginia Department of Transportation as soon as they qualify for acceptance. To maintain the integrity of these roads and prevent mud and dirt from being carried onto them, all driveways for each lot shall be paved for at least the first 100 feet and preferably all the way to the principal dwelling with six inches (6") of crush and run aggregate paving material. This paving shall be completed before any home or foundation construction activity commences on the property.

ARTICLE TWO

ARCHITECTURAL CONTROL

2.1 In order to ensure the development of Eagles Sound Estates as a residential area of high standards, the Declarant herein, its successors or assigns, reserves the power to control the buildings, structures, remodeling of any existing structures, and improvements which may be placed upon each

lot or given land area therein. Whether or not specific provision is made in any conveyance of any lot or given land area by the Declarant, its successors or assigns, unto any person or persons, the owner or occupant of each and every lot in Eagles Sound Estates by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, remodeling of any existing structures, wall, fence or other structure (includes satellite dishes) shall be placed upon any lot unless and until the plans and specifications therefor and the plan thereof have first been duly approved in writing by the Declarant, its successors or assigns, or by the committee hereinafter provided, all as hereinafter set forth. Each such building, wall, fence or structure shall be placed upon its given lot or planned area only in accordance with the plans and specifications in the plan so approved. Refusal to approve any such plans, specifications or plans may be based upon any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Declarant, its successors or assigns, or of such committee, be deemed sufficient cause to refuse approval thereof. Further, no alterations, additions or changes in and to the exterior appearance of any building, structure or improvement shall be made without first obtaining like written consent therefor. If the Declarant, its successors or assigns, or the committee, as the case may be, shall fail to disapprove any such plans, specifications or plan within thirty (30) days after a written request therefor has been delivered to them, then such approval shall not be required; provided, however, that in no event shall any building, structure or improvement be erected in any manner so as to violate any other covenant, reservation or restriction set forth herein.

2.2 It is recognized that certain restrictions as they apply to certain lots or situations may impose hardships if minor exceptions are not sometimes granted. Accordingly, the Declarant, its successors or assigns, shall have the right to alter, amend or waive any one or more covenants contained herein or any one or more violations thereof, and such alteration, amendment or waiver shall be binding on the owners of all said lots. Any such alteration, amendment or waiver shall apply to the specific lot or lots for which the alteration, amendment or waiver is granted and shall not be construed as an alternation, amendment or waiver of any other provision contained in these Declarations or as applicable to any other lot. A waiver of a single provision does not waive the Declarant's rights with respect to all other provisions herein contained pertaining to the lot on which a provision waiver was granted.

2.3 Upon the establishment of an Architectural Review Committee by the Property Owners' Association to be created, as herein set forth, Declarant may assign the architectural control set forth herein to the committee.

2.4 The Board of Directors of the Property Owners' Association shall adopt from time to time such rules and regulations and design guidelines as may be necessary to implement architectural control and the provisions of these protective covenants, conditions and restrictions.

ARTICLE THREE

RESERVATIONS

3.1 Declarant reserves the right to assign all of its rights under this Declaration, including the

right to grant, amend, waive or withhold approvals referred to above to the Eagles Sound Estates Property Owners' Association after it is established, once the planned improvements to the property have been fully or substantially completed and after the Declarant has sold all or majority of its lots. The Declarant shall also convey its ownership of the roads and natural areas to the Eagles Sound Estates Property Owners' Association after it is established, once the planned improvements to the property have been fully or substantially completed and after the Declarant has sold all of or the majority of its lots. The conveyances and assignments as described in this paragraph may be done at one time or in a series of transactions over a period of time all in the discretion of Declarant.

3.2 The Declarant reserves the right to elect to add additional lots to the subdivision by its acquisition of adjacent or adjoining property, which lots shall be subject to all of the covenants, conditions, easements and restrictions contained herein.

3.3 The Declarant reserves the right to implement such rules and regulations as may be necessary for the furtherance of its purposes as set forth herein; specifically to adopt rules and regulations restricting and regulating the use and enjoyment of the Property and to adopt rules and regulations for the external design, signage, appearance, use and upkeep of the Property.

This reservation shall remain in effect until such time as Declarant shall assign architectural control to the Architectural Review Committee established by the Property Owners' Association.

ARTICLE FOUR

COVENANTS

4.1 Nothing contained herein shall be construed as an obligation of the Declarant, its successors or assigns, to remove underbrush or rubbish, or cut grass on any lots owned by them or their heirs, executors, administrators and assigns. Individual owners of lots in Eagles Sound Estates however do hereby covenant and agree to be responsible for the appearance of such lot or lots sold or otherwise conveyed to them by cutting grass and brush and by removing trash and rubbish therefrom at all reasonable times. Should such owner or owners fail to maintain the appearance of any such lot, as determined by the Declarant, its successors or assigns, the Declarant for itself, and for its successors or assigns, reserves the right and privilege to enter upon such lot for the purpose of maintaining the appearance of any improved or unimproved lot, the cost of which is to be borne by the lot owner or owners.

4.2 Declarant covenants and agrees to construct all roads as shown on the aforesaid plats in accordance with Virginia Department of Transportation specifications and such roads shall be dedicated and conveyed to the public use.

4.3 Declarant covenants and agrees to construct a community dock on Lot 1 shown on the aforesaid plats and further agrees to convey Lot 1 to the Association to be formed as hereinafter set

forth.

ARTICLE FIVE
PROPERTY OWNER'S ASSOCIATION

5.1 Declarant covenants and agrees to establish a Eagles Sound Estates Property Owners' Association, a Virginia non-profit corporation. It is anticipated that the Association will be established prior to January 1, 2004 and will begin its duties at that time.

The purpose of the Association is to maintain the aesthetic beauty of the property and provide the services that the lot owners deem necessary. It is planned for the Association to provide the following services; maintain the entrance and security of the property; plant and maintain grass, flowers and trees to promote the natural beauty of the development; hire, supervise and pay a caretaker and other contractors who will provide services for the Association; own and maintain the natural areas and roads with the development and pay the taxes on them; maintain and supervise the community dock (if ultimately approved by the required regulatory authorities); maintain and promote the natural beauty of the wooded areas including removing dead and diseased trees; maintaining an insect control project that includes the use of non-chemical using methods such utilizing the Mosquito Magnets devices; owning and maintaining the roads; maintaining drainage ditches; owning, granting and maintaining the utility easements; owning, renting and/or leasing whatever equipment and tools that is required to accomplish these responsibilities and to pay any personal property tax due on these items; reviewing and approving the building plans of the members to make sure they are in accordance with the protective covenants, conditions, easements and restrictions; monitoring and enforcing same; and to provide other such services that will enhance the overall enjoyment, security and beauty of the property for the benefit of the members.

During the construction and development phase of Eagles Sound Estates, which will be the years 2003 and 2004, the Declarant shall endeavor to provide the services that shall ultimately be provided by the association for a fee of \$200 per annum for each lot beginning the year 2004. The Association bylaws and regulations shall be prepared by the Declarant and Association pursuant to the laws of the Commonwealth of Virginia prior to January 2, 2004.

5.2 Each lot owner, individually or collectively shall be a member of the Association.

5.3 Each lot shall have one vote regardless of the number of owners.

5.4 The Association shall have the authority to assess annual or special charges, which charges shall be used exclusively for maintaining and improving the common property.

Any assessment together with interest thereon shall constitute a lien on each individual lot. In the event of non payment, this lien may be perfected by the filing of an appropriate notice in the Clerk's Office of the Circuit Court of Accomack County under the then owner's name/names. Each such assessment, together with interest thereon at the rate of Twelve Percent (12%) per annum and costs of collection shall also be the personal obligation of the person/persons or entity who was the

owner at the time when the assessment becomes due and payable.

By acceptance of any conveyance for any lot in the subdivision, the lot owner and his successors in title hereby covenant and agree to pay any assessments made by the Association as hereinafter set forth.

5.5 Prior to formation of the Association, Declarant shall have the power and authority to assess annual or special charges to provide for the purposes for which the Association is to be formed. The initial annual assessment shall be Two Hundred Dollars (\$200.00) beginning January 1, 2004.

5.6 The business and affairs of the Association shall be conducted by a Board of Directors duly elected in accordance with the by-laws of the Association. The initial Board of Directors shall be appointed by the Declarant and only members may be directors.

5.7 The Association shall have authority to implement such rules and regulations as may be necessary for the furtherance of its purposes as set forth herein; specifically to adopt rules and regulations restricting and regulating the use and enjoyment of the Property and to adopt rules and regulations for the external design, signage, appearance, use and upkeep of the Property.

5.8 The following property, subject to the Declaration, shall be exempt from the assessment created therein: (a) any and all property dedicated to and accepted by a local public authority now or in the future, and (b) any other property that may be owned by the Eagles Sound Estates Property Owners Association.

ARTICLE SIX

COMMON PROPERTY

6.1 The following is common property in the subdivision:

- (1) The nature trail and berm shown on the aforesaid subdivision plats.
- (2) All of the easements.
- (3) Lot 1 as shown on the aforesaid plats.

ARTICLE SEVEN

EASEMENTS

7.1 Each lot owner shall have a right of ingress/egress and an easement of enjoyment in and to the common property and such easement shall be appurtenant to and shall pass with the transfer of any lot.

7.2 The lots set forth on the aforesaid plats shall be subject to all the easements as shown on the plats.

ARTICLE EIGHT

TERM

8.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to the successors and assigns, if any, of the Declarant for a period of fifty (50) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE NINE

AMENDMENT

9.1 This Declaration may be amended by and with the written consent of not less than two-thirds (2/3) of the then owners of all the lots in Eagles Sound Estates. The owners of the various lots shall have the power to waive, abandon, terminate, modify, alter, change, amend or add to this Declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgment of deeds to land shall have been filed for record in the Clerk's Office of the Circuit Court for the County of Accomack, and the same thereafter shall remain in effect and perpetuity unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended or added to, as the case may be. In the taking of any such vote or the attaining of any such written consent of the lot owners in Eagles Sound Estates, each owner shall have as many votes or consents as he may own lots situate in Eagles Sound Estates.

Notwithstanding the foregoing, Declarant reserves the right to amend, modify or add to this Declaration at any time prior to January 1, 2004 without the written consent of any lot owner.

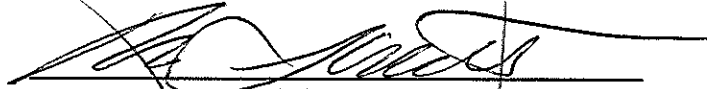
ARTICLE TEN

INVALIDATION

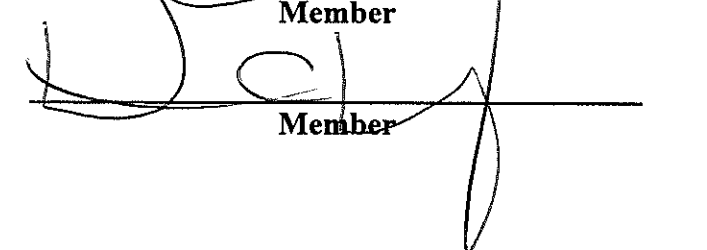
10.1 Invalidation of any of these conditions, restrictions or limitations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signatures and seals.

**EAGLES SOUND ESTATES, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**



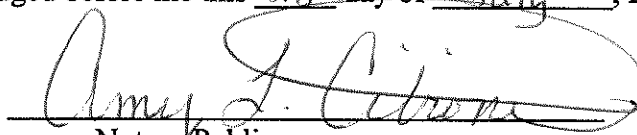
Member



Member

State of Maryland,
City/County of Anne Arundel, to-wit:

The foregoing instrument was acknowledged before me this 28 day of July, 2003,
by Mark Lambert.



Notary Public

My commission expires:

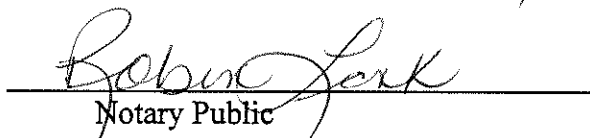
AMY L. CITRONI

NOTARY PUBLIC STATE OF MARYLAND

State of Maryland,
City/County of Wicomico, to-wit:

COMMISSION EXPIRES JULY 1, 2006

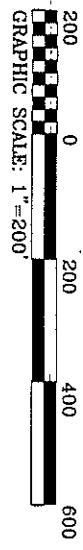
The foregoing instrument was acknowledged before me this 1 day of Aug, 2003,
by Duane Maddey.



Notary Public

My commission expires:

Robin Lank
NOTARY PUBLIC
Wicomico County, Maryland
My Commission Expires 11/13/06



PLAT OF SURVEY

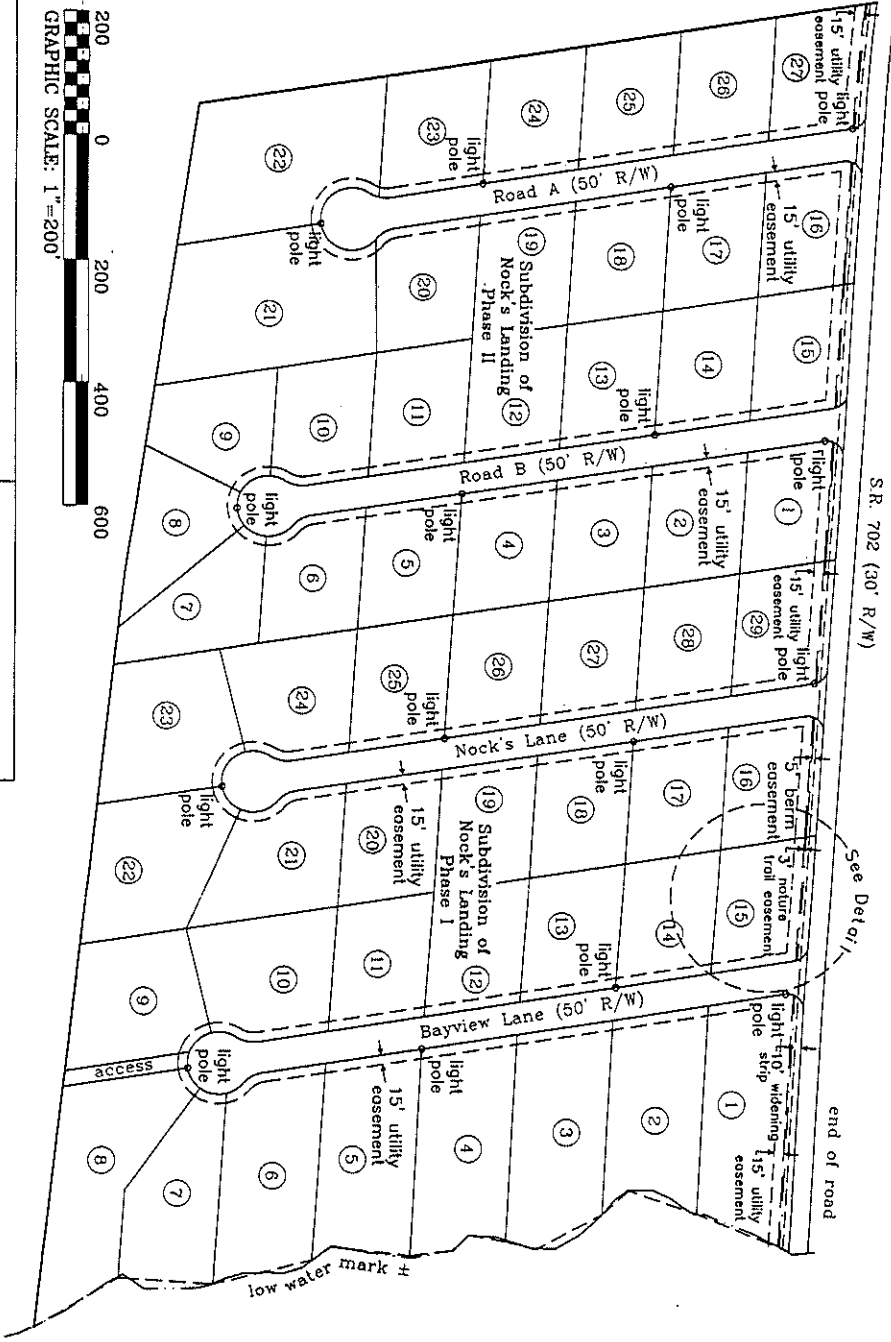
Proposed location of light poles, 5' berm easement, nature trail easement, and 15' utility easement at Nock's Landing Sections I and II. Located near Atlantic, Atlantic District, Accomack County, Virginia

SHORE ENGINEERING CO., INC.
ENGINEERS - SURVEYORS
P.O. BOX 354, MELFA, VA. 23410
757-787-2773

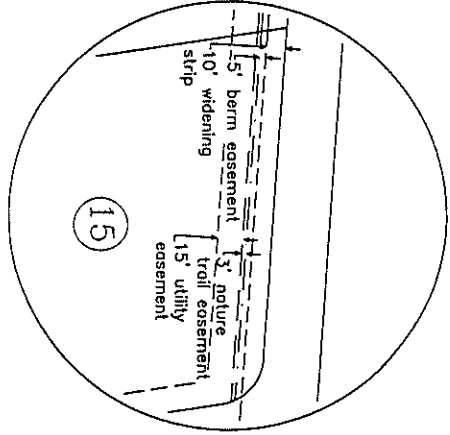
DATE: July 14, 2003

SCALE: 1" = 200'

JOB# 34-0203-S



Powells Bay



Detail - Not to Scale

INSTRUMENT #200305353
RECORDED IN THE CLERK'S OFFICE OF
ACCOMACK COUNTY ON
AUGUST 5, 2003 AT 02:06PM
SAMUEL H. COOPER, CLERK

BY: Nancy J. Powell (DC)

2009 05524

Tax Map No. 04300A000003000

EAGLES SOUND ESTATES
SUBDIVISION DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 21st day of January, 2009 by Eagles Sound Estates, LLC, a Virginia Limited Liability Company, hereinafter referred to as Declarant".

RECITALS

Declarant is the owner and developer of certain lots or parcels of real estate situated in Atlantic Magisterial District, Accomack County, Virginia and designated and shown as Lots 1 through 40, inclusive, as shown on a certain plat of survey captioned "Final Subdivision of the Lands of Eagle Sound Estates - Phase III, Tax Map 43 (A), Parcel 30 ID#04300A000003000 Deed 2004/7681, Atlantic District, Accomack County, Virginia", dated April 1, 2008, made by George E. Young, III, PC, which plat is recorded in the Clerk's Office of the Circuit Court for the County of Accomack as Document No. 200805280 and in Plat Book 2008, at page 140. These lots collectively shall be known as EAGLES SOUND ESTATES SUBDIVISION PHASE III.

Declarant has previously developed Phase I and Phase II of Eagles Sound Estates Subdivision with both phases being subjected to a certain Declaration of Protective covenants, Conditions, Easements and Restrictions dated July 18, 2003 and recorded in the Clerk's Office of the Circuit Court for the County of Accomack as Document No. 200305353.

Declarant intends to develop, sell and convey the aforesaid lots but before doing so desires to impose upon them mutual and beneficial restrictions, covenants and equitable servitudes under a general plan or scheme of improvement in an effort to create a quaint seaside community with coastal architectural influences, for the benefit of all the aforesaid lots or parcels of land and the owners and future owners thereof.

When the property described above and any adjacent land hereafter acquired by Declarant and intended to become a part of the development known as Eagles Sound Estates has been sold, Declarant intends that architectural control be established to consider certain actions which lot owners may desire to take with reference to their property.

By Article Three, Section 3.2, Declarant reserved the right to elect to add additional lots to the Subdivision by acquisition of adjacent or adjoining property. Pursuant to that provision, Declarant elects to add the aforesaid additional lots as Phase III and subject said lots to the same covenants, conditions, easements and restrictions as set forth therein with the exception of the following: The minimum square footage of heated living area per dwelling shall be no less than 1,400 square feet for a single story home and 1,750 square feet for a one and one-half or

This document was prepared by:
Curtis, Lewis & Dix, L.L.P.
Accomack, Virginia 23301-0577

RECEIVED
ACCOMACK CIRCUIT COURT
2009 DEC 22 PM 3:02

two story home.

NOW, THEREFORE, Declarant states that all of the aforesaid lots which it owns are to be subjected to the aforesaid Declaration of Protective Covenants, Conditions, Easements and Restrictions, dated July 18, 2003 and recorded in the aforesaid Clerk's Office as Document No. 200305353 with the exception of the square footage as changed above.

WITNESS the following signatures and seals.

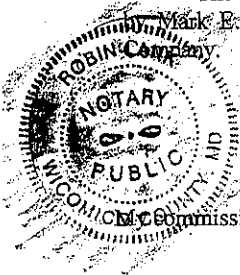
EAGLES SOUND ESTATES, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY

By [Signature]
Mark E. Lambert, Member

By [Signature]
Duane A. Maddy, Member

State of Maryland
City/County of Wicomico, to-wit:

The foregoing instrument was acknowledged before me this 16 day of Dec., 2009,
by Mark E. Lambert, Member of Eagles Sound Estates, LLC, a Virginia Limited Liability

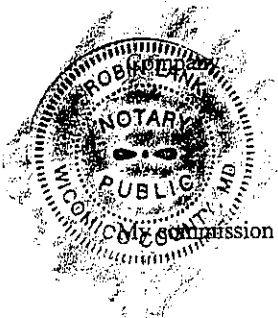


[Signature]
Notary Public

My commission expires: 11-1-2010

State of Maryland
City/County of Wicomico, to-wit:

The foregoing instrument was acknowledged before me this 16 day of Dec., 2009,
by Duane A. Maddy, Member of Eagles Sound Estates, LLC, a Virginia Limited Liability



Robert Lark
Notary Public

My commission expires: 11-2010

INSTRUMENT #200905524
RECORDED IN THE CLERK'S OFFICE OF
ACCOMACK COUNTY ON
DECEMBER 23, 2009 AT 09:33AM

SAMUEL H. COOPER, CLERK
RECORDED BY: NJR

201204754

Tax Map Nos. 04300A000003000

EAGLES SOUND ESTATES
AMENDED SUBDIVISION DECLARATION
OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 4th day of November, 2011 by **EAGLES SOUND ESTATES, LLC**, a Virginia limited liability company, hereinafter referred to as "Declarant".

WHEREAS, a Declaration of Protective Covenants, Conditions, Easements and Restrictions for Eagles Sound Estates was recorded in 2003 in the Clerk's Office of the Circuit Court of Accomack County as Instrument Number 200305353, ("Original Declaration"); and

WHEREAS the Declarant recorded Subdivision Declaration of Protective Covenants, Conditions, Easements and Restrictions on December 23, 2009 in the Clerk's Office of Accomack County which purported to alter the square footage of dwellings from 1600 square feet for a single family home 2000 square feet for a one and one-half or two story home as stated in the Original Declaration, to 1400 square feet for a single family home and 1750 square feet for a one and one-half or two story home; and

WHEREAS, Declarant is the owner of all the lots in Phase III of Eagles Sound Estates and amends the fifth paragraph of the Recitals to read as follows: The minimum square footage of heated living area per dwelling shall be no less than 1,600 square feet for a single story home and 2,000 square feet for a one and one-half or two story home; now,

THEREFORE, Declarant hereby amends the fifth paragraph to read as follows to be consistent with the original Declaration recorded in 2003: The minimum square footage of heated living area per dwelling shall be no less than 1,600 square feet for a single story home and 2,000 square feet for a one and one-half or two story home.

This document was prepared by:
Henry P. Custis, Jr., who is a member
Of the Virginia State Bar - VSB No. 03958
Accomack, Virginia 23301-0577

1

RECEIVED
ACCOMACK COUNTY CLERK
2012 DEC -3 PM 1:48

WITNESS the following signatures and seals.

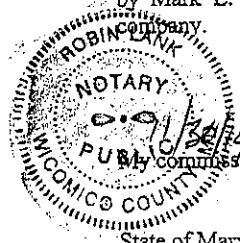
EAGLES SOUND ESTATES, LLC, A
VIRGINIA LIMITED LIABILITY COMPANY

By [Signature]
Mark E. Lambert, Member

By [Signature]
Duane A. Maddy, Member

State of Maryland,
City/County of Wicomico, to-wit:

The foregoing instrument was acknowledged before me this 26 day of Nov, 2012,
by Mark E. Lambert, Member, of Eagles Sound Estates, LLC, a Virginia limited liability
company.

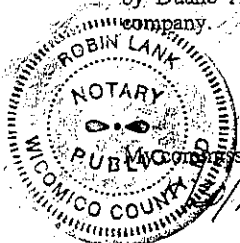


My commission expires:

[Signature]
Notary Public

State of Maryland,
City/County of Wicomico, to-wit:

The foregoing instrument was acknowledged before me this 26 day of Nov, 2012,
by Duane A. Maddy, Member, of Eagles Sound Estates, LLC, a Virginia limited liability
company.



My commission expires:

[Signature]
Notary Public

This document was prepared by:
Henry P. Custis, Jr., who is a member
Of the Virginia State Bar - VSB No. 03958
Accomac, Virginia 23301-0577

INSTRUMENT #201204754
RECORDED IN THE CLERK'S OFFICE OF
ACCOMAC COUNTY ON
DECEMBER 3, 2012 AT 04:13PM

SAMUEL H. COOPER, CLERK
RECORDED BY: NJR