

**CORBIN HALL
AT
CHINCOTEAGUE PLANTATION**

**SUBDIVISION DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION, made this 17th day of May, 2004 by Shore Land Investments, LLC, a Wisconsin 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 as Lots 1 through 45, inclusive, as shown on a certain plat of survey captioned "Subdivision Plat of the Lands of "CORBIN HALL AT CHINCOTEAGUE PLANTATION" Tax Map 14(A) P/O Parcel 25 Instrument #200400626 Accomack County, Virginia", dated 2/03/04, and revised 1/10/04 and 5/04/04, which plat is recorded in the Clerk's Office of the Circuit Court for the County of Accomack in Plat Book 2004, Pages 45, 46, 47 and 48 (the "Subdivision Plat").

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 an attractive residential community, for the benefit of all the aforesaid lots and the owners and future owners thereof.

When the property described above and any additional lots hereafter declared by Declarant to be a part of the development known as Corbin Hall at Chincoteague Plantation ("Corbin Hall") 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 encumbered by this Declaration (“Corbin Hall at Chincoteague Plantation” or “Corbin Hall”) 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 two stories in height. As a third level, a railed, rooftop platform (typical on a coastal home), commonly known as a widow’s walk may be permitted. A single detached guest cottage and a garage as described below shall also be permitted. Inground swimming pools, tennis courts and cabanas shall be permitted so long as there are no commercial uses of same. 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 Corbin Hall 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; or 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 2,200 square feet. 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 (24”) above the finished ground level. No cinder block or asbestos siding exteriors will be permitted. The minimum roof pitch shall be 10/12 for all structures. Roofs must wood shingles, slate (natural or artificial) or tin except that certain lots located within wooded areas and specified by the Declarant may have 30-year dimensional asphalt shingles; namely, Lots 35-44 as shown on the subdivision Plat and any future lots in Corbin Hall specified by the Declarant. The exterior of the dwelling shall be horizontal cedar or other wood clapboard, brick, stone, wood shingle or Hardiplank lap siding. No Vinyl, aluminum or plastic siding shall be permitted on any building. (1.3) Note: Original declarations listed minimum square footage for residences as 2,400 square feet. This was amended by vote of the directors to 2,200 square feet

1.4 Each dwelling shall have a garage for not more than four (4) nor less than two (2) vehicles. The maximum size of the garage must conform to the Accomack County zoning ordinances or as determined by Declarant in reviewing the plans and specifications. Garage entrances must be on the side of the dwelling unit facing away from the road entrance. All garages must conform to the building material requirements set forth in Section 1.3.

1.5 Minimum front yard building setback requirement shall be 50 feet. Minimum rear yard building setback requirement shall be 35 feet. Minimum side yard building setback requirement shall be 15 feet (except where a side lot line is adjacent to a street), and 35 feet where the side lot line is adjacent to a public street. If these setbacks are less than present or future Accomack County zoning ordinances, the setbacks required by Accomack County zoning ordinances shall apply.

1.6 To maintain the aesthetic appearance and natural beauty of Corbin Hall, 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.

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

1.8 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. No all terrain vehicles (ATV s), hovercraft, off road motorcycles or airboats shall be operated anywhere in Corbin Hall.

1.9 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. 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.

1.10 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.

1.11 "For Sale" signs shall be allowed on the lots for sale within Corbin Hall. 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. Corbin Hall entrance signs will be installed by the Declarant. No tradesman, building or other type of advertising signs shall be placed upon any lot.

1.12 Domestic or household pets are permitted provided that they are not kept, bred or maintained for commercial purposes. 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 Corbin Hall. Dogs excessively barking, chasing cars, bicycles or people or otherwise menacing other property owners or their guests shall be immediately removed from Corbin Hall. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

1.13 No lot within the Corbin Hall subdivision shall be further subdivided.

1.14 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.

1.15 Construction of any building once commenced shall proceed without delay and be completed within twelve (12) months. Cessation of work for a continuous period of ninety (90) days following commencement 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.

1.16 The trees located within Corbin Hall 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.

1.17 The roads that are being built within the Corbin Hall development are being constructed to specifications as designated by the Virginia Department of Transportation. These roads will be paved and it is intended that these roads will remain private and gated with a brick entrance and an electric gate. To maintain the integrity of these roads and prevent mud and dirt from being carried onto them, the driveway for each lot shall be paved for at least the first 100 feet before any home or foundation construction activity commences on the lot, and the entire driveway shall be paved within 12 months after completion of the home.

ARTICLE TWO ARCHITECTURAL CONTROL

2.1 In order to ensure the development of Corbin Hall as a residential area of high standards, the Declarant herein reserves the power to control the buildings, structures, remodeling of any existing structures, and improvements (including landscaping) which may be placed upon each lot. Whether or not specific provision is made in any conveyance of any lot by the Declarant unto any person or persons, the owner or occupant of each and every lot in Corbin Hall by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, structures, remodeling of any existing structures, or other improvements (including landscaping) shall be placed upon any lot unless and until the plans and specifications therefor have first been duly approved in writing by the Declarant, all as hereinafter set forth. Each such building, structure or other improvement (including landscaping) shall be placed upon a lot only in accordance with the plans and specifications so approved. Refusal to approve any such plans or specifications may be based upon any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Declarant, 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 other improvement shall be made without first obtaining like written consent therefor. Each lot owner shall be required to pay a \$300 plan review fee at the time that the owner submits his building plans for approval by the Declarant, which fee will defray the costs incurred by the Declarant in having such plans reviewed by a professional architect.

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 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 this Declaration 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 Declarant may assign the architectural control set forth herein to the Owners Association at such time as shall be determined by the Declarant. The Owners Association, in turn, by vote of the Board of Directors, may establish an Architectural Review Committee to carry out such architectural control.

ARTICLE THREE SPECIAL PROVISIONS

3.1 The caretaker's cottage/office located west of Lot 45 will ultimately be owned by the Owners Association. Notwithstanding anything to the contrary contained herein, during the period of time when Declarant, its successors and assigns, owns one or more of the lots in Corbin Hall or owns any additional land adjacent to Corbin Hall, Declarant may use the caretaker's cottage/office as a sales and marketing office, including maintaining sales signs and conducting tours and other marketing activities as Declarant shall deem advisable in connection with such business.

3.2 Declarant will apply for all necessary government approvals to construct a community dock extending into Chincoteague Bay at the Corbin Hall development. The community dock, if approved, would be located adjacent to Declarant's Remaining Land, but Declarant has not yet finalized the proposed location or design of the community dock. If Declarant obtains all necessary approvals for the community dock, Declarant will construct the community dock at Declarants' expense. After construction, the community dock would be conveyed by the Declarant to the Owners Association. The Owners Association would either own a parcel of land adjacent to the community dock, or would otherwise have an easement for access to the community dock. If Seller does not obtain the necessary governmental approvals and construct a community dock at the Corbin Hall development on or before December 31, 2007, then Seller will have no further obligation to construct a community dock at Corbin Hall. Declarant's Remaining Land means land owned by Declarant adjacent to Corbin Hall, which land is identified as "Tract 1," "Tract 2" and "Parcel A" on the Subdivision Plat.

3.3 Declarant will apply for governmental approvals to construct one or more guest cottages at the Corbin Hall development; provided, however, that Declarant shall have no obligation to construct any guest cottage(s). The guest cottage(s), if approved and constructed, would be located on Declarant's Remaining Land, but Declarant has not yet finalized the proposed location or design of the guest cottage(s). If Declarant obtains approval for the guest cottage(s) and decides to construct the guest cottage(s), Declarant will construct the guest cottage(s) at Seller's expense. If constructed, the guest cottage(s) will be conveyed by the Declarant to the Owners Association and will be maintained by the Owners Association.

ARTICLE FOUR
RESERVATIONS

4.1 Declarant reserves the right to assign to the Owners Association any or all of its rights under this Declaration.

4.2 The Declarant reserves the right to convey to the Owners Association, without cost to the Association, the following (the "Common Property"):

- A. Any private roads within Corbin Hall.
- B. The Corbin Hall entrance gate, fencing and landscaping.
- C. The caretaker's cottage/office located west of Lot 45 (and any future garage or other outbuilding).
- D. The community dock (if any).
- E. The guest cottage(s), if any.
- F. 50 Mosquito Magnets bug control devices.
- G. Any equipment and tools purchased by Declarant for use by the Owners Association.
- H. Any other amenity constructed by Declarant for the benefit of lot owners in Corbin Hall and any land on which an amenity is located.

The foregoing conveyances may be done at one time or in a series of transactions over a period of time, all in the discretion of Seller.

4.3 The Declarant reserves the right, at any time, without the consent of any lot owner, to subject to the terms of this Declaration additional subdivision lots, if any, created by Declarant on land adjacent to Corbin Hall (the "Additional Lots"), as long as such additional lots are at least 3 acres in size. Declarant may subject such additional lots to the terms of this Declaration, and thereby add such additional lots to Corbin Hall, by amending this Declaration, with each such amendment setting forth the description of such additional lots. Any such amendment shall take effect when a copy thereof executed and acknowledged by the Declarant 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.

ARTICLE FIVE
PROPERTY OWNERS ASSOCIATION

5.1 Declarant covenants and agrees to establish a Virginia nonstock corporation known as "Corbin Hall Property Owners Association, Inc." (the "Owners Association").

The purpose of the Owners Association is to maintain the aesthetic beauty of the Corbin Hall development, comply with any contractual obligations of the Owners Association and provide such other the services as the lot owners deem necessary or desirable. It is anticipated that the Association will provide the following services:

- A. Maintain the private roads within Corbin Hall.

- B. Maintain the entrance gate, fencing and landscaping.
- C. Maintain the caretaker's cottage/office (and any garage or other outbuilding)
- D. Maintain the community dock (if any) and establish rules and regulations for the use thereof.
- E. Maintain the guest cottage(s), if any, and establish rules and regulations for the use thereof.
- F. Maintain any other property owned by the Owners Association or which the Owners Association agrees to maintain, including paying taxes assessed against any property owned by the Owners Association and granting appropriate easements across property owned by the Owners Association.
- G. Maintain an insect control program, including maintaining the Mosquito Magnets bug control devices to be owned by the Association.
- H. Maintain drainage ditches and shore land areas as needed.
- I. Cut grass, control weeds and remove dead or diseased vegetation as needed on vacant lots in Corbin Hall.
- J. Plant and maintain grass, flowers and trees on land owned or maintained by the Owners Association as needed to promote the natural beauty of Corbin Hall.
- K. Hire, supervise and pay a resident caretaker and other contractors to provide services for the Owners Association.
- L. Own, rent and/or lease whatever equipment and tools are required to accomplish these responsibilities and to pay any personal property tax due on these items.
- M. Following assignment of Declarant's architectural review rights under this Declaration to the Owners Association, review and approve the building plans of lot owners to make sure they are in accordance with this Declaration.
- N. Monitor and enforce compliance with this Declaration.
- O. Provide such other services as may enhance the enjoyment, security and beauty of Corbin Hall for the benefit of the members.

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 business and affairs of the Association shall be conducted by a Board of Directors. The initial Board of Directors shall be appointed by the Declarant. The Declarant shall have the right to elect the Board of Directors (and will therefore control the Owners Association) until (a) the date that Declarant no longer owns any lots in Corbin Hall and no longer owns any land adjacent to Corbin Hall or (b) such earlier such time as determined by Declarant. At such time as Declarant no longer has the right to elect the Board of Directors, the lot owners shall elect the Board of Directors in accordance with terms of the By-Laws of the Owners Association

5.5 The Association shall have authority to adopt and implement such rules and regulations as may be necessary for the furtherance of its stated purposes as set forth herein.

5.6 The Owners Association shall have the authority to assess annual dues or special assessments, which dues and assessments shall be used exclusively for maintaining the common property and carrying out its stated purposes as set forth herein.

There will be no dues for the Owners Association for 2004; Declarant will fund any costs incurred by the Owners Association in 2004. The dues for each lot in Corbin Hall for the following 3 years will be as follows: 2005 - \$900; 2006 - \$920.00; 2007 - \$940; Declarant will fund any costs incurred by the Owners Association for 2005, 2006 and 2007 to the extent that such costs exceed the dues assessed to the lot owners. The dues for each year beginning with 2008 will be determined by the Board of Directors of the Association in accordance with the terms of the By-Laws of the Owners Association; Declarant will have no liability for costs of the Owners Association after 2007, except that Declarant shall pay the same dues as any other lot owner with respect to any lots still owned by Declarant.

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 assessments made by the Association as set forth herein.

5.7 The following parcels of land shall be exempt from any assessment hereunder: (a) the parcel of land on which the caretaker's cottage/office is located; and (b) any other property owned by the Owners Association.

ARTICLE SIX COMMON PROPERTY

6.1 The common property in Corbin Hall is described in section 4.2.

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 (including ingress and egress to the lots over the private roads in Corbin Hall) and such easement shall be appurtenant to and shall pass with the transfer of any lot. Declarant also hereby reserves the right of ingress/egress over the private roads in Corbin Hall to Seller's Remaining Land, and such easement shall be for the benefit of Declarant and all successor owners of any part of Seller's Remaining Land.

7.2 Declarant hereby reserves an easement (the "Scenic Buffer Easement") for the benefit of the Owners Association over that part of Lots 17-25 and 32-34 identified on the Subdivision Plat as "30' Scenic Buffer Easement" No buildings, structures, fences or landscaping taller than 2 feet in height may be erected or installed within this easement area without the prior written consent of the Owners Association. This is to preserve the beauty of the tree line on historic Corbin Hall Lane.

7.3 There is a large pond located on Lots 27-31 of Corbin Hall. Declarant has recently expanded the size of this pond. This pond is intended to create scenic beauty and a wildlife habitat for the benefit of the entire Corbin Hall subdivision. This pond may also have a fire hydrant to enhance the fire protection for the property. Declarant intends to do additional finishing and landscaping work in and around this pond as determined by Declarant, at Declarant's expense. The Owners Association will have the right, but not the obligation, to maintain the ponds and the area 30 feet around the perimeter of the pond (together, the "Pond Area"). Declarant hereby reserves an easement over the Pond Area to carry out any finishing and landscaping work, together with a reasonable right of access to the Pond Area for that purpose. Declarant also hereby reserves an easement over the Pond Area for the benefit of the Owners Association to do any maintenance desired by the Owners Association, together with a reasonable right of access to the Pond Area for that purpose. No buildings, structures, fences or anything else that might obstruct the views of the pond shall be permitted within the Pond Area. The foregoing easements are referred to herein as the "Pond Easements."

7.4 Declarant hereby reserves for the benefit of the Owners Association an easement across all lots for reasonable access to maintain the Mosquito Magnet bug control machines owned by the Owners Association.

7.5 Declarant hereby reserves for the benefit of the Owners Association an easement across all lots for reasonable access to maintain drainage ditches and shore land areas.

7.6 Declarant hereby reserves for the benefit of the Owners Association an easement across all vacant lots in Corbin Hall for reasonable access to cut grass, control weeds and remove dead or diseased vegetation as needed.

7.7 Declarant hereby declares, creates and reserves over each lot in Corbin Hall for purposes of underground installation and maintenance of electric, telephone and such other lines or equipment as may be necessary or desirable to service lots within Corbin Hall (the "Utility Easements"). The Utility Easements are show on the Subdivision Plat or on separate recorded easement documents. Declarant reserves the right to increase the width of the 20 foot utility easement shown on the Subdivision Plat to a width of 30 feet on Lots 18-25 to accommodate utility installation. Declarant, for itself and its successors and assigns (including the Owners Association) further reserves the right to sign and record additional grants of easements to utility companies or similar entities providing services such as telephone, electricity or cable television on standard terms and conditions, which easements shall in all cases be located as described on the Subdivision Plat or on a separate easement document; provided, however, that such easements shall be located within 25 feet of a lot boundary.

7.8 The lots set forth on the Subdivision Plat shall be subject to all the easements as shown on the Subdivision Plat.

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

AMENDMENTS

9.1 Except as otherwise provided in section 4.3, 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 Corbin Hall; provided, however, that as long as Declarant owns any lot in Corbin Hall or any land adjacent to Corbin Hall, then any such amendment shall require the written consent of Declarant. Any such amendment shall take effect when a copy thereof executed and acknowledged by Declarant and 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. In the taking of any such vote or the attaining of any such written consent of the lot owners in Corbin Hall, each owner shall have as many votes or consents as he may own lots in Corbin Hall. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time prior to December 31, 2008 without the written consent of any lot owner. Any such amendment shall take effect when a copy thereof executed and acknowledged by the Declarant 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.

ARTICLE TEN

MISCELLANEOUS

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.

10.2 The rights of Declarant under this Declaration shall inure to the benefit of Declarant and its successors and assigns and shall be binding upon the owner of each lot in Corbin Hall.

[Declarant's signature is on the following page.]

WITNESS the following signature and seal.

**SHORE LAND INVESTMENTS, LLC,
a Wisconsin limited liability company**

By: MLGRE Principals LLC, its Manager

By: 
Timothy J. Wallen, President

State of Wisconsin
County of Waupesa

The foregoing instrument was acknowledged before me this 14th day of May, 2004, by Timothy J. Wallen, President of MLGRE Principals LLC, on behalf of Shore Land Investments, LLC.

Andrew C. Teske
Notary Public, State of Wisconsin
My commission expires is permanent

This document was drafted by and should be returned to:
Atty. Henry Custis
Custis, Lewis and Dix, L.L.P.
Accomacke Office Center
23345 Counsel Drive
P.O.Box 577
Accomac, Virginia 23301.
(757) 787-2770

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INSTRUMENT #200403249
RECORDED IN THE CLERK'S OFFICE (C)
ACCOMACK COUNTY ON
MAY 17, 2004 AT 01:31PM
SAMUEL H. COOPER, CLERK

BY: Donna F. Belote

2005 04170

5/25/05

PORTION OF TAX MAP NO. 01400A000002500

**CORBIN HALL
AT
CHINCOTEAGUE PLANTATION**

**AMENDMENT TO
SUBDIVISION DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS AMENDMENT, made this 25th day of May, 2005 by Shore Land Investments, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant".

RECITALS

Declarant previously filed a Subdivision Declaration of Covenants, Conditions, Easements and Restrictions for Corbin Hall at Chincoteague Plantation in the Clerk's Office of Accomack County, Virginia on May 17, 2004 as Instrument No. 200403249 (the "Original Declaration").

Pursuant to section 4.3 of the Original Declaration, Declarant has the right to subject to the terms of the Original Declaration additional subdivision lots, if any, created by Declarant on land adjacent to Corbin Hall, as long as such additional lots are at least 3 acres in size.

Pursuant to section 9.1 of the Original Protective Covenants, Declarant has the right to Amend the Original Declaration at any time on or before December 31, 2008.

Declarant is the owner and developer of certain lots or parcels of real estate located adjacent to Corbin Hall and situated in the Atlantic Magisterial District, Accomack County, Virginia and designated as Lots 46 through 89, inclusive (the "Phase 2 Lots"), as shown on a certain plat of survey captioned "Subdivision Plat of the Lands of "CORBIN HALL AT CHINCOTEAGUE PLANTATION PHASE 2" Tax Map 14(A) P/O Parcel 25 Instrument #200400626 Accomack County, Virginia", dated 9/13/04 and revised 11/03/04, 02/7/05 and 05/03/05 and 06/30/05, which plat is recorded in the Clerk's Office of the Circuit Court for the County of Accomack in Plat Book 2005, Pages 92 to 97, Instrument Number 200504168 (the "Phase 2 Subdivision Plat"). Each of such lots is at least 3 acres in size.

Declarant intends to develop the Phase 2 Lots and to develop, sell and convey Lots 47-83, and 85-87 of the Phase 2 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 an attractive residential community, for the benefit of all the aforesaid lots and the owners and future owners thereof.

When the Phase 2 Lots and any additional lots hereafter declared by Declarant to be a part of the development known as Corbin Hall at Chincoteague Plantation ("Corbin Hall") 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 hereby declares the Phase 2 Lots to be part of Corbin Hall and states that all of the aforesaid Phase 2 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 the Original Declaration, as amended by this Amendment, 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 the Original Declaration, as amended by this Amendment, 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.

FURTHERMORE, Declarant hereby amends the Original Declaration as follows:

1. Section 1.3 of the Original Declaration is amended to delete the last sentence thereof and to substitute the following two sentences: "No log cabins, log homes, metal sheds, metal structures, metal fences, trailers or double wides shall be permitted anywhere on the premises. Lots 54-57 as shown on the Phase 2 Subdivision Plat may have 30-year dimensional asphalt shingles."

2. Section 1.9 of the Original Declaration is amended to add the following sentence: "No boat and/or boat trailer may be stored outside on a residential lot; boats and trailers must be stored inside a garage or at any outside boat storage area provided by the Association."

3. Section 1.17 of the Original Declaration is amended to add the following sentence: "Each lot owner shall be responsible for cleaning up any mud and dirt deposited on the road by vehicles serving such owners lot, and for repairing any damage to the roads caused by such vehicles. The Owners Association shall have the right to perform such cleanup and/or repair and collect the cost of same from such lot owner as special assessment under section 5.6 hereof."

4. The Original Declaration is amended to add the following new sections 1.18 and 1.19:

"1.18 In order to limit the use of deep well water for irrigation purposes, landscaping irrigation for each lot in Corbin Hall shall be limited to a maximum of one (1) acre unless the lot owner obtains the consent of Accomack County for a larger area (for example, by approval of a shallow well for irrigation).

1.19 Lots with frontage on Fleming Road (State Route 679) shall not be allowed direct access to Fleming Road from such Lots and shall not construct any driveway for the purpose of obtaining such direct access; rather, the access to such Lots shall be from the private roads within Corbin Hall. Construction of dwellings and other improvements on Phase 2 Lots 46-52 shall not be permitted between the ponds and Fleming Road."

5. Section 3.2 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

"3.2 A pier has been constructed into Chincoteague Bay immediately adjacent to Lot 87 of the Phase 2 Lots (the "Existing Pier"). Declarant has applied for government approvals to modify the Existing Pier and to allow it to be used as a community pier for the entire Corbin Hall

development (the "Community Pier"). Declarant will make the approved modifications at Declarant's expense. Declarant also intends to dredge the existing boat launch area adjacent to the Community Pier to facilitate the launching of boats, and to construct a small parking lot and bathroom facility on Lot 87 to serve the Community Pier. Declarant will create an easement over Lot 87 for access to the parking lot, bathroom facility, boat launch area and Community Pier by all owners of lots in Corbin Hall, and the Owners Association will be responsible for maintaining those improvements. "

6. Section 3.3 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

"3.3 Seller has obtained governmental approvals to construct a community center on Lot 84 of Corbin Hall Phase 2 (the "Community Center"). Seller will construct the Community Center and related improvements at Seller's expense. Seller intends to construct the Community Center in 2005. The Community Center will include a social room, a fitness room, two 2nd floor guest suites and an outdoor pool and spa. Following completion of the Community Center, Lot 84 (together with the Community Center and all related improvements) will be conveyed by Seller to the Owners Association (subject to access and utility easements to serve adjacent Lot 85) and will be maintained by the Owners Association. Use of the Community Center and related improvements will be governed by the Protective Covenants."

7. Section 4.2 of the Original Declaration is hereby amended to delete paragraphs B-E thereof and to substitute the following:

"B. The Corbin Hall entrance gate, fencing and landscaping located on Lots 89 and 46.

C. Lot 88, Lot 89 and the caretaker's cottage/office and garage located on Lot 89 (and any future outbuilding or outdoor boat storage parking area).

D. The Community Pier, including any related boat launch, parking and bathroom facilities.

E. Lot 84 and the Community Center and related improvements located on Lot 84.

F. Bug fogging equipment and Mosquito Magnets bug control devices."

8. Section 5.1 of the Original Declaration is hereby amended to delete paragraphs B-E and G thereof and to substitute the following:

"B. Maintain the Corbin Hall entrance gate, fencing and landscaping located on Lots 89 and 46.

C. Maintain Lot 88 and Lot 89 he caretaker's cottage/office and garage located on Lot 89 (and any future outbuilding or outdoor boat storage area) and establish rules and regulations for use of the outdoor boat storage area (if any)

D. Maintain the Community Pier, including related boat launch, parking and bathroom facilities, and establish rules and regulations for the use thereof.

E. Maintain Lot 84 and the Community Center and related improvements located on Lot 84, and establish rules and regulations for the use thereof; also, maintain the historic gravesites adjacent to the Community Center on Lot 85.

.....

G. Maintain an insect control program, including maintaining the fogging equipment and Mosquito Magnets bug control devices to be owned by the Association.”

9. Section 5.6 of the Original Declaration is hereby amended to add the following sentence: “The Owners Association shall have the right to specially assess each Lot for specific services (such as grasscutting) performed by the Owners Association with respect to such Lot. Notwithstanding anything in this paragraph to the contrary, the dues for each Phase 2 Lot for 2005 shall be zero.”

10. Section 7.3 of the Original Declaration is hereby deleted and replaced with the following:

“7.3 There is a pond located on Lots 27-31 of Corbin Hall. There are also ponds located on Phase 2 Lots 46-52, 54, 72-76, 80-81 and 83 (the “Phase 2 Ponds”). These ponds are intended to create scenic beauty and a wildlife habitat for the benefit of the entire Corbin Hall subdivision. One or more of these ponds may also have a fire hydrant to enhance the fire protection for the property. Declarant intends to do additional finishing and landscaping work in and around the Phase 2 ponds as determined by Declarant, at Declarant’s expense. The Owners Association will have the right, but not the obligation, to maintain the ponds and the area 25 feet around the perimeter of the ponds; provided, however, that the 25 feet shall be reduced to 10 feet for Lot 72 (together, the “Pond Areas”). Declarant hereby reserves an easement over the Pond Area to carry out any finishing and landscaping work, together with a reasonable right of access to the Pond Areas for that purpose. Declarant also hereby reserves an easement over the Pond Areas for the benefit of the Owners Association to do any maintenance desired by the Owners Association, together with a reasonable right of access to the Pond Areas for that purpose. No buildings, structures, fences or anything else that might obstruct the views of the ponds shall be permitted within the Pond Areas. The foregoing easements are referred to herein as the “Pond Easements.””

11. Section 7.4 of the Original Declaration is hereby deleted and replaced with the following:

“7.4 Declarant hereby reserves for the benefit of the Owners Association an easement across all lots for reasonable access to conduct bug control activities, which may include but shall not be limited to aerial spraying, ground fogging and installing and/or maintaining Mosquito Magnet bug control machines owned by the Owners Association.”

12. Section 7.6 of the Original Declaration is hereby amended to add the following sentence: “Declarant hereby reserves for the benefit of the Owners Association an easement across Lot 46 of the Phase 2 Lots to maintain, repair and replace the Corbin Hall entrance gate and related fencing and landscaping. No landscaping or improvements may be placed on Lot 46 which would block or restrict the view of the Corbin Hall entrance gate and related fencing and landscaping from Corbin Hall Lane, and any such obstruction may be removed by the Owners Association.”

13. Section 7.6 of the Original Declaration is hereby amended to add the following sentence: “The lots set forth on the Phase 2 Subdivision Plat shall be subject to all the easements as shown on the Phase 2 Subdivision Plat.”

[Declarant’s signature is on the following page.]

WITNESS the following signature and seal.

**SHORE LAND INVESTMENTS, LLC,
a Wisconsin limited liability company**

By: MLGRE Principals LLC, its Manager

By: Andrew C. Teske
Andrew C. Teske, Vice President

State of WISCONSIN
County of WAUKESHA

The foregoing instrument was acknowledged before me this 30th day of JUNE, 2005, by Andrew C. Teske, Vice President of MLGRE Principals LLC, on behalf of Shore Land Investments, LLC.



Nancy J. Pfeifer
Notary Public, State of WISCONSIN
My commission expires 11-13-05

This document was drafted by and should be returned to:
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(757) 787-2770

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INSTRUMENT #200504170
RECORDED IN THE CLERK'S OFFICE OF
ACCOMACK COUNTY ON
JULY 7, 2005 AT 03:01PM
SAMUEL H. COOPER, CLERK

RECORDED BY: NJR