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BOOK 749 PAGE 252

DECLARATION OF RESTRICTIONS

RIDGE POINTE SUBDIVISION - SECTION TWO

THIS DECLARATION OF RESTRICTIONS, made this 1st day of June, 1990, by POTOMAC CREEK ASSOCIATES, a Virginia General Partnership, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of all real property set forth and described in that certain plat (herein called "the plat"), entitled RIDGE POINTE SUBDIVISION - SECTION TWO prepared by Sullivan, Donahoe and Ingalls, Fredericksburg, Virginia, dated January 26, 1990, which record plat is recorded among the Land Records of Stafford County, Virginia, in Plat File 20, at Pages 127 through 128, inclusive, and is made a part hereof and incorporated herein by this reference; and

WHEREAS, all of the real property described in the plat comprises in the aggregate a portion of RIDGE POINTE SUBDIVISION (herein called "Subdivision") which property was conveyed to Declarant by deed recorded in the land records of Stafford County, Virginia in Deed Book 700, page 168; and

WHEREAS, there are subdivided numbered Lots 21 to 24, and Lots 62 to 79 inclusive and a 3.3867 acre recreation parcel (hereinafter "Common Area") set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision section (herein called "Section") which is one of several sections contemplated in the RIDGE POINTE SUBDIVISION general subdivision, which other sections may be developed from

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adjoining and nearby lands owned by or hereafter acquired by Declarant;

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and compliment of all of the lots in the Section and Subdivision, and the future owners of said lots; and

WHEREAS, CENTRAL FIDELITY BANK, a Virginia banking association, is the present holder of a note secured by a first Deed of Trust, (Credit Line Deed of Trust) in which M. Andrew McLean and G. Andrew Nea, Jr. are the named Trustees, recorded among the land records of Stafford County in Deed Book 700, at Page 171 securing property which includes that property subdivided as RIDGE POINTE SUBDIVISION - SECTION TWO and by its execution and joinder herein evidences its approval of the filing of the record plat for Ridge Pointe Subdivision - Section Two and this instrument and authorizes the trustees to join in the execution hereof; and

NOW, THEREFORE, Declarant hereby declares that all of said Lots 21 to 24, Lots 62 to 79, inclusive, and the 3.3867 acre Common Area of Section II, RIDGE POINTE SUBDIVISION are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in

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furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and except as otherwise set out in this document shall be binding upon Declarant and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY.

A. These Restrictions shall apply to subdivided numbered lots only and are specifically excluded from application to other lands designated on the plat as parcels or as lands of Declarant.

2. TERM.

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2010, after which time the same shall be extended for successive periods of ten (10) years each. After January 10, 2010, these Restrictions may be amended by the votes of the then record owners of three-fourths (3/4) of such lots. For purposes of this provision each named grantee on the Deed of Conveyance shall be counted as one vote and no Trustee or any other person holding title solely for the purpose of securing indebtedness shall be a record owner for

purposes of this provision.

B. Declarant reserves to itself, its successors and assigns, subject to any restriction placed upon said right by the Federal Housing Administration and/or the Veterans Administration, the right to revoke at any time all or any of these restrictions and to vacate, modify or re-subdivide any or all of the streets or utility facilities shown on the recorded plats, provided, however, that Declarant will not prevent access to or installation of utilities to lots in this Section or any other Section of the Subdivision.

3. MUTUALITY OF BENEFIT AND OBLIGATION.

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Section and the subdivision and are intended to create mutual, equitable servitude upon each of said lots in favor of each and all of the other lots therein; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Section and Subdivision and their respective owners.

Restrictions substantially the same as those contained herein shall be recorded on all future Sections of the Subdivision. Restrictions substantially the same as those contained herein shall be recorded on all future Sections of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

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4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

A. No numbered lot shall be used except for residential or utility purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family dwelling which may have appurtenant thereto, attractive and well maintained porches, decks, patios, garage and storage sheds.

5. CONSTRUCTION STANDARDS, FENCES AND OUTSIDE ANTENNAS,

ETC.

A. No dwelling shall be erected on any lot with a roof pitch of less than 5 x 12. Dwelling area for purposes of computation herein shall not include basements, attics, terraces, decks, carport, utility room, garage or other outbuildings. No two story house shall be erected on any lot which has an enclosed dwelling area containing less than 1600 square feet of total dwelling area. No one and one-half story dwelling of less than 1500 square feet of total dwelling area shall be erected on any lot. Each ranch style (one level) dwelling shall have a minimum total dwelling area of 1500 square feet on the main floor. Each bi-level dwelling shall have a dwelling area of at least 1500 square feet on the upper level. Each tri-level dwelling shall have a dwelling area of at least 1500 square feet on the upper and mid levels together.

B. All residences and outbuildings on the lots shall have exposed walls of face brick, aluminum siding, solid wood, stone, stucco, masonite siding or vinyl siding and all roofing

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shall have asphalt, fiberglass, slate, shake, shake, fashioned to resemble shake, slate or wood shingles.

C. Foundations - Front walls exposed shall be either poured concrete with a brick like texture mould, or poured concrete and/or concrete block with brick veneer. All other exposed walls shall consist of block with painted parging or poured concrete with painted surface or brick veneer. On corner lots, all exposed walls shall consist of poured concrete with a brick like texture mould and/or concrete block with brick veneer on any walls facing the street.

D. No metal awnings shall be affixed to any building on the property. All metal window frames must have a baked enamel or vinyl finish.

E. No building shall be erected on any lot unless it be of general conformity and harmony with the class of existing structures on the surrounding lots. Decisions as to conformity with this requirement shall be made by the Declarant or the Architectural Control Committee and approval of the plans for each residence constructed under procedures set out in Paragraph 11, which must be approved in writing prior to the beginning of construction.

F. No fence, wall or hedge more than four feet high shall be constructed or maintained forward of the rear wall of the dwelling which parallels the street. No such fence, wall or hedge higher than four feet shall be constructed on any lot. No fences shall be constructed on any lot other than a wooden

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decorative type or chain link fence erected in the area of the lot rear of the imaginary line formed by the extension of the rear wall of any residence constructed thereon. No chain link fence shall exceed four feet in height. No stockade or board on board fence shall be allowed forward of the rear wall.

G. No antennas may be placed on the lots or the improvements placed thereon unless they are ordinary television antennas. This provision expressly excludes and prohibits the placing of citizen band antennas, ham radio and similar antennas. Dish type television antennas may be placed only in the rear yards and must be totally screened from view with shrubs or other attractive and appropriate screening material.

H. All driveways must be properly drained and covered with at least a graveled surface with a minimum gravel thickness of four inches and properly maintained. Nothing herein shall prohibit the installation of driveways which have concrete or asphalt surfaces.

I. Any garage or carport must comply with the requirements regarding materials used in the construction of the residence situated on the lot.

J. No excavation of stone, gravel, or earth shall be made upon any lot except for utilities, basements, garages, car ports, retaining walls, pools, landscaping or driveways. All displaced material shall be removed or used on the site within sixty (60) days of excavation.

K. All garbage receptacles, air conditioning equipment,

clotheslines, fuel tanks, and similar storage receptacles shall be placed or screened in a fashion which will conceal them from view from any roads shown on the Subdivision Plat. Trash, debris and other discarded materials shall be stored in closed receptacles and shall be placed out for collection only on collection days, and only in closed containers or receptacles. Trash, debris or other discarded materials shall not be placed outside of a residence in bags or open containers.

L. Gas lines for connection to gas will be provided to each lot in the subdivision and each lot is required to be connected to the gas lines for hot water heater and gas furnace. Any penalty assessed for failure to use any gas service provided to the lots in the subdivision will be paid by the lot owner failing or refusing to use the required service provided by the gas company.

6. PLACEMENT OF SINGLE FAMILY DWELLINGS ON LOTS.

A. Except as is hereinafter provided in 6-B, the following minimum dimensions shall govern from front, side and rear setbacks on all lots, with respect to any single family dwelling or above grade structure that may be constructed or placed on any lot in the Subdivision:

- (a) Forty (40') feet from the front-line of each lot abutting a street;
- (b) Twelve (12') feet from each lot side line;
- (c) Thirty Five (35') feet from the rear lot line of each lot.

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B. The set back lines set forth in 6-A above are subject to and shall be superseded by such setback lines as are shown on the recorded plat, it being intended hereby that the plat shall take precedence. All setback requirements are further subject to possible stricter setback requirements which may be imposed from time to time by the Stafford County Zoning or Subdivision Ordinance. The above set back requirements shall be reasonably applied so as to accommodate lots that do not have squared lot lines or other characteristics which require special exceptions.

C. No change in ground level may be made on any lot creating adverse drainage or erosion conditions on any and all other lots in subdivision.

D. Driveways must be five (5') feet minimum from each sideline of a lot and constructed with material set out in 5H of these covenants.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS.

A. If the line with respect to which a setback measurement is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line

that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-A (c).

8. GENERAL PROHIBITIONS AND REQUIREMENTS.

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Section and Subdivision:

(a) No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the central sewer system provided. No wells or other on site water supply system shall be permitted and all water supply to the lots shall be connected to the central water system provided.

(b) No temporary house, tent, temporary garage or other temporary outbuilding shall be placed or erected on any lot, except for the storage facilities used during the construction of any dwelling, which storage facilities must be removed within thirty (30) days of completion of construction of the dwelling.

(c) The exterior of all houses and other structures

must be completed within twelve (12) months after construction commences, except where such completion is impossible or would result in severe hardship to the owner or builder due to strike, fire, national emergency or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed and an occupancy permit is issued. During construction the contractor shall maintain the building site in a reasonably clean and uncluttered condition. Within one (1) month after the completion of any construction, all debris, waste material, excess material and equipment shall be removed. Within six (6) months after completion of a residence, the grounds surrounding such residence shall be landscaped and a reasonable stand of grass established. Once installation of a porch, patio or storage shed is started on any lot, the installation must be substantially completed within one (1) month from commencement.

(d) No camper trailers or recreational vehicles shall be occupied on any lot.

(e) All single family dwellings, porches, patios, storage sheds and like structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any lot.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other household pets may be kept on the premises provided

that (1) they are allowed under pertinent, local ordinances, and (2) they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. The foregoing notwithstanding, no animals or pets shall be kept on any lot which are an annoyance or a nuisance to other residents in the section or subdivision.

(g) Except for signs and advertising by the Declarant, all signs, billboards, or advertising structures of any kind are prohibited except for usual signs advertising the lot for sale or lease, which signs shall not exceed six (6') square feet in total area, except model home signs which are exempt from these requirements.

(h) No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot. No unlicensed motor vehicle shall be permitted to remain on any lot for more than fourteen (14) days.

(i) Tanks for the storage of fuel or petroleum products are absolutely prohibited on any lot in the section or subdivision.

(j) Every outdoor receptacle for ashes, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Section or Subdivision at any time except during refuse collection.

(k) All outdoor clothes poles, clothes lines and similar equipment shall be, as much as reasonably practical,

placed or screened by shrubbery so as to not be visible from any street, within the Section or Subdivision.

(l) No owner of any lot shall permit the occupancy thereon of any camper trailer or recreational vehicle.

(m) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, including unattractive growth on such lot or the accumulation of rubbish or debris thereon. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of building or grounds on his property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. All improvements on the premises shall be kept in good repair and where necessary, painted on a regular basis.

(n) No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(o) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structures designed for use in boring for oil, natural gas shall be erected, maintained or permitted on any lot.

(p) Each owner shall construct and maintain suitable and adequate parking space on his lot prior to occupancy of any

building or structure thereon. Boats, boat trailers, campers, recreational vehicles, utility trailers and oversized vehicles weighing not in excess of 7500 pounds gross weight may be parked on a lot. No disabled or unlicensed vehicles or equipment or vehicles weighing in excess of 7500 pounds gross weight shall be parked on any lot other than commercial vehicles temporarily on the lot to furnish necessary services to the Owner of such lot. No truck of any type larger than a pickup truck shall be parked for storage overnight or longer, on any street or lot in the Section or Subdivision.

(q) Any improvements of any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on the lot longer than thirty (30) days.

(r) No tree over six inches in diameter shall be removed from any numbered lot in the Section or Subdivision, except by utility companies during the process of installation of utilities or as necessary to construct improvements upon the lot and the driveway. This restriction shall not apply to trees which become diseased or trees which must be removed to prevent the spread of disease.

(s) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the streets or sidewalks in the Section or

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Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(t) There shall be no access to any lot on the perimeter of the Subdivision except from designated streets within the Section or Subdivision. No roadways providing vehicular access into the property shall be constructed, other than those roads shown on the subdivision plat.

(u) Outside illumination of any residence, or permitted sign shall be effected by conventional residential lighting techniques. No neon or flashing lights shall be permitted nor shall colored lights be permitted other than a reasonable number displayed in conjunction with religious holidays. The foregoing notwithstanding, no lighting shall be of such a character or intensity or so located as to interfere with any other owner's use or enjoyment of his property.

(v) No mobile home, house trailer or structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to temporary storage, trailers and storage structures used by a contractor during the construction of a dwelling on the lot.

(w) No temporary, portable or above ground swimming pool with a capacity in excess of 50 gallons shall be permitted on a lot.

(x) Owners of lots, whether said lots are improved or unimproved, shall keep their lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. Declarant, the

Association, or its successors, shall be vested with power to enforce this covenant, which power, however, shall not be exclusive.

(Y) Model Homes - The foregoing shall not prohibit the use of one or more of the homes constructed or to be constructed on any lot as a Sales Office, Model Home, storage area and/or Construction Office by the Declarant or any builder to whom Declarant may assign said right during the development of the property and construction of the homes thereon.

9. VARIANCES.

A. The Declarant or the Architectural Control Committee may, but is not required to, allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Section or the Subdivision.

10. EASEMENTS.

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these restrictions, the following easements and/or right-of-ways:

(a) For the use and maintenance of drainage courses

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designated on the plat as "Drainage Easements". These easements are twenty (20') feet in width unless otherwise specified on the recorded plats and are centered about the existing drainage channels. The maintenance of vegetation and free flow of all drainage easements shall be the responsibility of the lot owner.

(b) For maintenance and permanent stabilization control of slopes in the slope and drainage easements as set forth in the notes regarding slope and drainage easements on the plat in the maintenance of vegetation in slope and drainage easements shall be the responsibility of the lot owner.

(c) For access to provide installation and maintenance of streets and utilities, and further such additional easements shall be granted within ten (10) days of a written request of Declarant and/or utility company as are required for the construction, operation and maintenance of any street, sidewalks, storm sewer, sanitary sewer, water, electrical, telephone and television facilities. Such easements shall be granted upon request of Declarant and/or the applicable utility or utilities.

B. Declarant reserves to itself and may grant, to Stafford County, and/or the appropriate utility company or companies, non-exclusive rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land ten feet (10') in width along each side lot line, fifteen feet (15') in width along the rear property line and fifteen feet (15') in width along the front property line of each lot. For

each lot located upon a public street, the lot owner shall, if requested by the Declarant, dedicate the fifteen (15) feet wide easement area along the front property line in fee simple to the applicable governmental authority if required for additional road, road right-of-way, turning lanes, etc., within ten (10) days after a written request notwithstanding that the lot owner has received and recorded a Deed for the affected lot.

C. On each lot, the right-of-way and easement areas reserved by Declarant or granted for public utilities purposes shall be maintained continuously by the lot owner but no structure, fences, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel as shown on the recorded plat may be relocated in the same direction as shown on the recorded plat by drainage arrows, provided such relocation does not cause an encroachment on any other lot in the Section or Subdivision and does not restrict or reduce the designed flow. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public

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authority or utility company is responsible. Fences, plantings or other improvements made in the easement areas herein created shall be subject to removal from time to time as necessary for installation and maintenance of utilities at no cost to Declarant. On any lot that abuts a street which will be taken into the Virginia Department of Highways and Transportation secondary road system no improvements, plantings or modifications shall be made within the right-of-way or ditches without the specific written approval of the Virginia Department of Highways and Transportation.

D. The lots in the section or Subdivision shall be burdened by such additional easements as may be shown on the recorded plats and/or as from time to time may be required pursuant to these restrictions and each and every lot located within the Subdivision is burdened with an easement of ingress and egress together with an easement to excavate and dig as necessary in order that the declarant or his successors and assigns, may repair and maintain the streets and utilities until such time as they shall be taken over by the responsible utility companies or governmental authority. Declarant will, as much as possible, take steps to reduce any damage to fences, porches, patios, storage sheds and plantings when involved in such construction, maintenance and repair, but any damage which cannot be avoided will be the responsibility of the lot owner.

11. HOMEOWNERS ASSOCIATION.

A. Definitions. The following words used in this

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Declaration or any Supplement Declaration (unless the context shall otherwise require) shall have the following meanings:

The Association shall mean and refer to Ridge Pointe Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns and the Articles of Incorporation of Ridge Pointe Homeowners Association, Inc. which are attached hereto and incorporated herein as Exhibit "A" shall be additional covenants hereto.

The Properties shall mean and refer to the Property and all additions thereto as may be subject to this Declaration and any Supplement Declaration under the provisions hereof.

The Common Areas shall mean all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners (as hereinafter defined) as designated on any recorded plat of the Properties, including the right to go upon any easement as shown on the record plat for the purposes of construction, repairs and maintenance. With reference to the Plat, the Common Areas are more particularly described as follows:

All of those areas of land shown on the Record Plat as "Common Areas", "Storm Water Detention Ponds" and/or "Recreational Areas".

Lot shall mean and refer to any plot of land shown on any recorded subdivision plat of the Properties as a numbered lot with the exception of the Common Areas, Storm Water Detention Ponds and/or Recreational Areas.

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Single Family Residence shall mean and refer to a single family dwelling unit built on one lot.

Member shall mean and refer to all Owners, including Class A Members and Class B Members (as herein defined).

Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgagee or beneficiary of a deed of trust or any trustees thereof unless and until such mortgagee, beneficiary or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosures.

Declarant shall mean and refer to Potomac Creek Associates, a Virginia Corporation, its successors and assigns for purposes of development.

B. Additions to Property Subject to this Declaration.
Additional Property. Declarant and its successors and assigns shall have the right subject to the approval of the Federal Housing Administration and/or the Veterans Administration to bring within the scheme of this Declaration additional properties in future stages or sections of development of Ridge Pointe Subdivision provided that such properties will become subject to assessments for their share of the expenses of the Association. Declarant is not bound to make any additions to Ridge Pointe Subdivision. Additions authorized under this section shall be made by filing a Record Plat and Declaration in the land records of Stafford County, Virginia with respect to

the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such additional Record Plats and Declarations may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

Title to the Common Areas. The Declarant agrees to convey the Common Areas, Storm Water Detention Ponds and Recreational Areas in each section of the development to the Association before the conveyance of the last Lot in that section. Such conveyance or conveyances may be subject to certain easements and restrictions to be determined in the discretion of the Declarant.

C. Membership. Every Owner of a lot in Ridge Pointe Subdivision shall be a member of the Association and abide by the rules, duties and obligations established by the Association, provided that any person or entity who holds such interest merely as security for the performance of an obligation or as a trustee under any instrument securing such obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to this Declaration.

Voting Rights. The Association shall have two classes of voting membership and any action of the Association to be effective must have the majority vote of both Class A members and Class B members:

Class A. Class A members shall be all Owners of a numbered lot shown on the Record Plat of Ridge Pointe Subdivision with the exception of the Declarant. Class A members shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities shall be members but shall have only one vote. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any Lot.

Class B. The Class B member shall be the Declarant or its successors in the development of the Property and shall be entitled to one vote for each Lot owned. The Declarant's Class B membership and its accompanying voting rights shall cease and be converted to Class A membership upon the date of settlement and conveyance by the Declarant or his assigns of ninety percent (90%) of the last section of Ridge Pointe Subdivision as shown on the Preliminary Subdivision Plat or December 31, 1996, whichever first occurs.

D. Property Rights. Members' Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Areas, and Recreational Areas and the responsibility for the maintenance of the Storm Water Detention Ponds through the Association and such rights and responsibilities shall be appurtenant to and shall pass with the title to every Lot.

Limitations. The rights of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to limit the number of guests of Members;
- (b) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and any facilities and, in aid thereof;
- (c) the right of the Association to suspend the voting rights and the enjoyment rights of any Member with respect to any recreational facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for an infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Members provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) of each class of Members has been recorded.

Delegation of Use. Any Member may designate his right of enjoyment to the Common Areas and facilities to the members of his family and to his tenants and guests.

E. Covenant for Maintenance Assessments.
Creation of the Lien and Personal Obligation of Assessment. Each Owner of any lot by acceptance of a deed

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therefor, whether or not it shall be so expressed in any such deed of other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof, including reasonable attorneys' fees, shall be a lien upon the lot owned by that person in the subdivision and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and Recreational Areas, and the perpetual maintenance of the Storm Water Detention Ponds, including but not limited to, the payment of taxes and insurance on the Common Areas, Storm Water Detention Ponds and Recreational Areas, the repair, replacement and additions to the Common Areas, and the cost of labor, equipment, materials, management and supervision thereof, and any other reasonable

expenses of the Association.

Basis and Maximum of Annual Assessments. The annual assessment for each Lot shall be payable in advance in equal quarterly installments on January 1, April 1, July 1 and October 1 of each year and the amount thereof shall be determined as follows:

(a) Subject to the provisions of Section 4 of this Article, the initial annual assessment shall be \$10.00 per month for each lot or ONE HUNDRED TWENTY DOLLARS (\$120.00) per year.

(b) From and after January 1, 1991, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.

(c) From and after January 1, 1991, the maximum annual assessment may be increased above ten percent (10%) by a vote of the majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(e) When the Board of Directors establishes the annual assessment for each calendar year, the Board shall at the same time and in connection therewith, prepare an annual budget indicating the services furnished by the Association and the costs thereof per Lot. Annual assessments shall be established by December 1 of each year for the next year and pro rated, billed and paid each quarter, i.e., January 1, April 1, July 1

and October 1 of each year.

Lots Owned by the Class B Member. It is anticipated that the unimproved and unoccupied Lots owned by the Class B Member will not be furnished with the services available to Lots which are required by other Owners. Accordingly, the Class B Member shall not pay to the Association any assessments for unimproved and unoccupied Lots owned by the Class B Member. A Lot shall be deemed "unimproved" and "unoccupied" within the meaning of this section if no occupancy permit has been issued by Stafford County, Virginia to occupy the residence.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction of, or unexpected repair or replacement of any capital improvement on the Common Areas, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of a majority of the votes of each class of Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days, but not more than fifty (50) days, in advance and shall set forth the purpose of the meeting.

Date of Commencement of Annual Assessments; Due

Dates. The annual assessments provided for herein shall commence

as to all Lots on the first day of the month following conveyance. One-twelfth of the annual assessment shall be payable to the Association on the first day of each month. The first annual assessment shall be prorated according to the number of whole months remaining in the calendar year and the first monthly payment shall become due and payable on the first day of the next quarterly payment date. The Board of Directors shall fix the amount of the annual assessment against each Lot on or before December 1 of each year for the next year. Written notice of the annual assessment shall be sent to every Owner subject thereto on or before December 15 of each year showing the annual amount and quarterly payments due for the next year. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Certificate as Evidence of Payment. The Association shall, upon demand, at any time furnish a certificate in writing, signed by an authorized officer and agent of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge not to exceed \$10.00 may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Effect of Nonpayment of Assessment and the Lien Remedies of the Association. In the event that any assessment is not paid when it is due, such assessment shall be delinquent and shall, together with interest thereon and costs of collection

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thereof, including reasonable attorneys' fees, become a continuing Lien on the Lot which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. Such lien shall not be binding upon any bona fide purchaser for value without actual notice of said lien when or until the same shall be recorded in the land records of Stafford County, Virginia. The Association may from time to time record in the Land Records of Stafford County, Virginia notices of its lien for unpaid charges and assessments. Any assessment which is not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the maximum rate permissible by law, and the Association may bring an action at law or in equity against the Owner obligated to pay such assessment, or against the property subject thereto, or both. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Class A Member or Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of the Lot and shall be obligated to pay the assessment irrespective of whether or not any improvements are made on the lot.

Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or deed of trust recorded prior to the recordation of any Notice of Lien. Sale or transfer of any Lot shall not effect the lien of any assessment. No such sale or

transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof so long as the Notice of Lien is recorded in the land records of Stafford County, Virginia.

Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein.

- (a) All properties dedicated to and accepted by a governmental authority;
- (b) The Common Areas, Storm Water Management Areas and Recreational Areas;
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia; and
- (d) All properties owned by the Declarant.

12. ARCHITECTURAL CONTROL COMMITTEE.

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to the approval of the Declarant at the Declarant's sole and exclusive option. The plans and specifications for the residence construction on each lot must be approved in writing by the Declarant or Architectural Control

Committee before the work is commenced.

B. The Declarant at its sole and exclusive option may appoint a Committee composed of three (3) members to act as an Architectural Control Committee. Committee members shall be subject to removal by the Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant. At any time hereafter the Declarant may, at its sole option, relinquish to the Association the power of appointment and removal reserved herein to the Declarant. In the event Declarant relinquishes the power of appointment to the Association lot owners as provided herein, then and in that event, the members of the Committee shall be appointed in accordance with the By-Laws of the Association.

C. There shall be submitted to the Declarant or the Committee a building application on forms approved by Declarant together with two (2) complete sets of plans and specifications for any and all proposed improvements, the creation or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications thereof have received such written approval as herein provided. Such plans shall include plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction details, color schemes, roof materials, exterior materials thereof and proposed landscape planting. A

filling fee of \$50.00 shall accompany the submission of such application and plans to defray the Declarant or Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Declaration Committee recommendations.

D. The Declarant or Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of the plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Declarant or Committee for its permanent files.

E. The Declarant or Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Declarant or Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or to the owners thereof. The decisions of the Declarant or Committee shall be final.

F. Neither the committee nor any architect or agent

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thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Within thirty (30) days of completion of construction of a dwelling on any lot in the Section or Subdivision or within thirty (30) days of weather appropriate for planting, if the dwelling is completed, when weather is not appropriate for planting, the lot must be landscaped with at least Five Hundred Dollars (\$500.00) of landscaping improvements and Eight (8) plantings with a minimum height of 18" for each lot.

13. DECLARANT AND ARCHITECTURAL CONTROL COMMITTEES' RIGHT TO PERFORM CERTAIN MAINTENANCE.

A. In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant and/or the Architectural Control Committee, the Declarant and/or the Architectural Control Committee shall have the right, but shall not be required, through its agents and employees, to enter upon said lot and repair, maintain and restore the lot and the exterior of the improvements erected thereon. The costs of such exterior maintenance shall constitute a lien against the lot as provided by the Mechanic's Lien Statutes of the Commonwealth of Virginia. The lot owner by his purchase of a lot agrees that his

lot shall be subject to the filing of a mechanic's lien for such work and subject to enforcement under the provisions of said Mechanic's Lien Statute and legal action may be instituted for recovery of any costs incurred for said work including reasonable attorneys fees. The Declarant and/or the Architectural Control Committee, its agents or employees, shall not be liable for trespass nor for any damage which may result from any maintenance work performed hereunder. Nothing contained herein shall require the Declarant and/or the Architectural Control Committee to take the action herein permitted.

14. REMEDIES.

A. The Declarant or any party to whose benefit these Restrictions inure, including the Declarant and/or the Architectural Control Committee, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions, including an action for damages when appropriate and for costs and attorney's fees; provided however, that it expressly understood that the Declarant and/or the Architectural Control Committee, its agents and employees, and its successors and assigns, shall not be liable for damages of any kind to any party for failing to either abide by, enforce; or carry out any of these Restrictions. Nothing herein contained shall require the Declarant and/or the Architectural Control Committee to take action.

B. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein in respect

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of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel or laches of that party to assert) any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

15. GRANTEE'S ACCEPTANCE.

A. The grantee of any lot subject to the application of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and/or the Architectural Control Committee and by such acceptance shall for himself, his heirs, personal representative, successors or assigns, covenant, consent and agree to and with Declarant and/or the Architectural Control Committee, and with the grantees and subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant and/or the Architectural Control Committee, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot.

16. SEVERABILITY.

Every one of the Restrictions is hereby declared to be

independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. If any Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other Restrictions.

17. CAPTIONS.

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of these Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

18. APPLICABLE LAW.

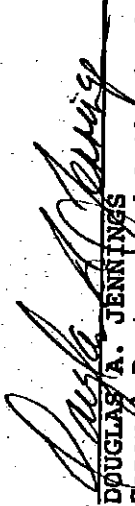
These restrictions shall be enforced and governed by the Laws of the Commonwealth of Virginia.

IN WITNESS THEREOF, the Declarant has executed this Declaration on the day and year first above written.

POTOMAC CREEK ASSOCIATES,
a Virginia General Partnership

MAGEOTTE MCCORMACK
KREIN & GRAY
RICHARD H. MAGEOTTE
RONALD C. MCCORMACK
JAMES S. KREIN
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BY: 
DOUGLAS A. JENNINGS
General Partner and Authorized
Agent

CENTRAL FIDELITY BANK, a Virginia Banking Association, Beneficiary

BY: C. Dixon Wallace
Authorized Agent

R. A. McLean
M. ANDREW McLEAN, Trustee

[Signature]
G. ANDREW NEA, JR., Trustee

STATE OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing was acknowledged before me this 9th day of July, 1990, by DOUGLAS A. JENNINGS, General Partner and Authorized Agent of POTOMAC CREEK ASSOCIATES, A Virginia General Partnership, on behalf of the Partnership.

My Commission Expires: 6-30-93
[Signature]
Notary Public

STATE OF VIRGINIA
COUNTY OF RICHMOND

CITY _____, to-wit:

The foregoing was acknowledged before me this 9th day of July, 1990, by C. Dixon Wallace, Authorized Agent of CENTRAL FIDELITY BANK OF RICHMOND, NATIONAL ASSOCIATION, Beneficiary.

My Commission Expires: _____
8/31/93
[Signature]
Notary Public

MARGOTTE MCCORMACK
KREIN & GRAY
RICHARD R. MARGOTTE
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STATE OF VIRGINIA
COUNTY OF Richmond
CITY _____, to-wit:

The foregoing was acknowledged before me this 9th day of July, 1990, by M. ANDREW MCGLEAN, Trustee.

My Commission Expires: 8/31/93

Sharon L. Hill
Notary Public

STATE OF VIRGINIA
COUNTY OF Richmond
CITY _____, to-wit:

The foregoing was acknowledged before me this 9th day of July, 1990, by G. ANDREW NEA, JR., Trustee.

My Commission Expires: 8/31/93

Sharon L. Hill
Notary Public

STATE OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF STAFFORD, THE 8th DAY OF August, 1990 THE FOREGOING DEED DECLARATION WAS PRESENTED AND WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 3:36 PM AND INDEXED, AFTER PAYMENT OF \$ TAX IMPOSED BY SEC. 58-54.1.

TESTE:

William T. Knight CLERK.
By: Murray F. Kendrick, D.C.

MARGOTTE MCCORMACK
KREIN & GRAY
RICHARD P. MARGOTTE
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