

For clarity, the following text incorporates the one amendment (that replaced sections 13 and 14). Following this updated document are the texts of the original of the Deed of Dedication, Restriction and Easement and the one approved amendment.

## ROCKLAND CREEK ESTATES

### SECTION 1

THIS DEED OF DEDICATION, RESTRICTION, AND EASEMENT, made and entered this 15<sup>th</sup> day of December, 1988, by William F. Blount, Jr., hereinafter called DECLARANT.

WHEREAS, DECLARANT is the owner of a certain tract of land containing 234 acres having been acquired from Glatfelter Pulp Wood Company, Inc., by deed, which had been duly recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 828, Page 546.

WHEREAS DECLARANT has caused a portion of said property to be subdivided, all as is shown on plat of survey of Rockland Creek Estates Subdivision, Section I, dated the 31st day of October, 1988, a copy of said plat attached hereto, made a part hereof, and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, herewith.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises herein; to create a uniform, general plan of development for the property; and in order to protect the value and desirability of the property and promote the purposes of this Dedication, and according to the wishes and desires of the party hereto, the DECLARANT doth hereby dedicate and subdivide the said 16.2 acres as ROCKLAND CREEK ESTATES Subdivision, Section I, in accordance with the said plat and consistent with the metes and bounds reflected on said plat; and

FURTHER WITNESSETH: That the DECLARANT hereby declares that all of the property described on said plat shall be held, conveyed, leased, used, encumbered, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land, and which limitations, restrictions, and covenants shall run with the land and be binding on all parties having any right, title, or interest in the described land or any part thereof, their successors, and assigns, and shall inure to the benefit of each owner of any lot thereof:

1. Land Use and Building Type. No structure shall be erected, altered, or permitted to remain on any residential building lot other than one detached single-family dwelling, a private garage for not more than three automobiles, and a single story detached storage building not to exceed 300 (three hundred) square feet, provided, however, that such private garage must be attached to, and be part of the house and may not be a separate free standing structure, and further provided that any storage building shall be of the same architectural design as the dwelling and shall have its exterior finished in the same material and match the dwelling. Said storage building shall not be constructed prior to the construction of the dwelling house. No dwelling

house shall be erected with a ground floor area of less than one thousand two hundred (1200) square feet, excluding carport, screened porch, and garage; provided, however if the dwelling is an A-frame or a two story dwelling, the first floor must not have less than eight hundred (800) square feet of living area, excluding carport, screened porch, and garage. Once construction of improvements is started on any lot, the exterior of the improvements, including proper landscaping, must be completed within twelve (12) months from commencement of construction. All crawl spaces shall be enclosed. No exposed concrete block foundations shall be permitted. All such exposed foundations shall be covered with a veneer of brick or stone or some other appropriate material which will effectively cover the concrete block.

There shall be allowed one boat dock and one detached boat house on any residential building lot, provided, however, that such boat house shall not have more than two slips and further provided that said boat house shall not be used for any purpose other than the storing of a boat or boats.

2. Fences, and Firewood. Except as provided hereinafter, no fences shall be permitted on any residential building lots. A split rail fence of no more than three (3) rails shall be permitted. Under the following two conditions a chain link fence, not to exceed six (6) feet in height shall be permitted: (1) Where a private swimming pool is constructed on any lot, a six (6) foot privacy fence shall be permitted around the perimeter of the pool, provided, however, that such a privacy fence does not block the visibility to Lake Anna from other lots within the subdivision; (2) A six (6) foot privacy fence attached to the dwelling house and enclosing an area no greater than the ground floor of the dwelling house shall be permitted.

No stacks of firewood stored on any lot shall exceed a height of four (4) feet.

3. Land Use. No lot within the Subdivision shall be used except for residential purposes. No trade or business of any kind or character, nor the practice of any profession, any building or structure designed or intended for any purpose connected with any trade, business or profession, shall be permitted on any lot.
4. Utility and Drainage Easements. Utility easements are hereby reserved along the entire width and length of roads shown on the aforementioned plat. An additional fifteen (15) feet along all front lot lines and ten (10) feet along each side lot line are hereby reserved for utility and drainage easements, including telephone, electric and such other utilities as may require them. The DECLARANT expressly reserves for the Chesapeake and Potomac Telephone Company of Virginia, the right to construct, operate, and maintain, replace, and remove a communication system consisting of such buried cables, buried wires, terminals, and location markers as from time to time within said easements may be required, together with the right of ingress and egress over, under, and across said land for the purpose of exercising the rights herein granted, and expressly reserves for Rappahannock Electric Cooperative, its successor in title or assignees, the right to construct, operate, maintain, replace, and remove an electrical distribution or transmission system consisting of such overhead or underground cables, location markers, and terminals and other necessary equipment within said easements as from time to time may be

required, together with the right of ingress and egress over, under, upon, and across said land for the purpose of exercising the rights herein granted, but nothing herein shall be construed so as to impose upon the DECLARANT the duty to lay, operate or maintain such mains, drains, and lines. No structure is to be built upon any part of such easement.

The easement area on each lot and all improvements on it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5. Upkeep. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of weeds, undergrowth, garbage, and unsightly debris and litter.
6. Temporary Structures. No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently. This restriction shall be enforceable by the DECLARANT or any other owner of a lot within said subdivision.
7. Mobile Homes. No mobile homes shall be allowed on any lot.
8. Nuisances, Junk Vehicles, etc. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. No household trash or garbage shall be permitted to be burned on any lot. No trucks or heavy equipment shall be permitted on the streets of the Subdivision or in the driveway of any lot or on any lot. This restriction shall not apply to equipment used during the construction of any dwelling house or boat house, nor shall it apply to any properly licensed and operable pickup truck of any lot owner.

No unlicensed or inoperable or junk vehicle, truck, equipment, etc. nor inoperable or junk boat shall be parked or stored within said subdivision. Unlicensed or junk vehicle shall, for the purposes of this restriction, be construed as any vehicle that does not bear a current state license plate and inspection sticker, and where required, a current county decal. A junk boat shall, for the purposes of this restriction, be construed as one which does not bear a current registration sticker, or is not seaworthy. No junk piles, trash piles, or tires shall be permitted to remain on any lot.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition at all times.
10. Livestock and Poultry. No swine, cows, horses, goats, chickens, roosters, turkeys, geese, ducks, nor any other type of poultry or fowl, and no commercial livestock or poultry project shall be maintained with said Subdivision; nor shall any dog pens, kennels, or other such other projects involving the rearing, handling, or care and maintenance of animals in numbers be conducted or maintained within this subdivision.

Owners shall be permitted to bring domestic pets, such as dogs and cats, to the lots. Notwithstanding the restrictions of Paragraph 1 above, each lot owner shall be entitled to construct dog houses, for the housing of no more than two dogs on any lot. No such domestic pets shall be allowed to remain within the Subdivision, except during such time or times as the owner of the lot is present, or the pets are otherwise provided for.

11. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign meeting the Spotsylvania County Regulation for such signs advertising the property for sale, or a sign, not to exceed two square feet in area, displaying the lot owners' name and lot number.
12. School Bus and Mail Service. Any street within the Subdivision, as long as it is maintained as a private road, cannot be provided with school bus service or mail service.
13. ROADS. Street specifications shall be in accordance with the specifications set by the Virginia Department of Highways.

All streets in this subdivision are private and comply at the time of construction with the Virginia Department of Transportation requirements for acceptance into the Secondary System but will not be maintained by either the county or the Virginia Department of Transportation. They shall be maintained by owners of the lots and/or the owners of the dwellings located in the subdivision. Prior to any future request for their addition to the State Secondary Highway System, they must be developed in full compliance with the Virginia Department of Transportation subdivision street requirements in effect at that time. Any such development shall be at the expense of the owners of the lots and/or the owners of the dwellings located in the subdivision.

The roads shown in the aforementioned plat are private roads; and the owners of each lot shall have a right-of-way over the full length and width of said roads for the purpose of ingress and egress and related utilities, which right-of-way shall be a non-exclusive privilege appurtenant to each lot. The road named Fisherman Way is maintained by the Fisherman's Cove Property Owners Association, including that portion from the Fisherman's Cove gate to State Route 601, in accordance with Paragraph 15 of the Fisherman's Cove Covenants dated August 25, 1983 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 584, Page 49, et. seq.

The aforesaid Lots in Section 1, Rockland Creek Estates, along with, Lots 14 through 77 in Section 2, Rockland Creek Estates and any future section(s) or lots from the aforesaid parcels or otherwise, shall form a homeowners association for Rockland Creek Estates, before more than fifteen per cent (15%) of the lots are sold, for the maintenance and snow removal of the roads other than Fisherman's Way, in Rockland Creek Estates, and the access area shown on the aforesaid plat. The fee will be at least Twenty Dollars per month per lot. The fund should be prorated annually among the owners of the lots or dwellings. The developer shall pay into the fund an amount equal to the first year's maintenance assessment but not less than Two Hundred Forty Dollars at the time each lot is sold.

The Rockland Creek Homeowners Association shall pay from the maintenance assessment collected from the aforesaid lots unto the Fisherman's Cove Property Owners Association, the pro-rata share of the maintenance and snow removal of Fisherman's Way, from Rt. 601 to the Fisherman's Cove gate.

Any person obligated to pay the annual dues of the aforementioned Homeowners Association but who refuses to pay such dues, after receiving written notice of the amount due, shall be subject to proper legal proceeding at law or equity in the amount of his proper dues, together with interest at the legal rate, court costs and reasonable attorney's fees, which attorney's fees may exceed the amount of the claim. Any judgment obtained against said person may be a lien on his respective property from the date such judgment is docketed in the Circuit Court of Spotsylvania County, Virginia.

The DECLARANT shall not be liable for payment of the annual maintenance fee on unsold lots.

The covenant as to maintenance and annual dues shall be automatically void upon the event that the Fisherman's Cove and/or Rockland Creek Estate roads are accepted into the State Highway System.

14. COMMON AREA. The aforesaid lots in Section 1 and Lots 14 through 77, Section Two, Rockland Creek Estates, or any future section or lot will be entitled to use the Lake Access Area shown on the plat of Section Two, Rockland Creek Estates.
15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming title to any lot in said subdivision, for a period of thirty (30) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 2/3 of the then owners of the lots has been recorded, agreeing to change these covenants in whole or part with the exception of restriction Number 4 which shall be in perpetuity.
16. Amendment. At any time during the period of thirty (30) years from the date hereof, 2/3 of the then recorded owners of the lots shall have the power to amend these covenants, restriction Number 4 excluded, in any way by duly recorded instrument in writing. Provided, however, DECLARANT, for so long as it owns ten percent (10%) of the lots within the Subdivision, reserves the right to grant, by appropriate written instrument, exceptions to the restrictive covenants herein contained when the topography of any particular lot indicates the need therefore, and to veto any amendment hereto by said lot owners as set forth hereinabove.
17. General. These restrictive Covenants shall be read to the Purchaser by the seller or its agent before a notary public. The Purchaser shall acknowledge the same in writing and one signed copy of the acknowledgement shall be filed with the subdivision agent, one copy to be retained by the Purchaser, and one copy retained by the Seller.
18. Reservations. No owner of any lot in Rockland Creek Estates shall permit, or convey an easement, etc., or in any way give anyone the right to enter upon any lot in said subdivision for the exploration for, or extraction of minerals, gas, oil, or any similar materials without the previous unanimous written consent of all lot owners within the Subdivision, the holder or

holders of any note and deeds of trust on lots within the Subdivision and the DECLARANT, whether said DECLARANT owns or does not own any lots in said Subdivision at the time such consent is sought by any lot owner.

19. Invalidation. Invalidation of any of the covenants contained herein by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Original Deed of Dedication, Restriction and Easement

ROCKLAND CREEK ESTATES

THIS DEED OF DEDICATION, RESTRICTION, AND EASEMENT, made and entered this 15<sup>th</sup> day of December, 1988, by William F. Blount, hereinafter called DECLARANT.

WHEREAS, DECLARANT is the owner of a certain tract of land containing 234 acres having been acquired from Glatfelter Pulp Wood Company, Inc., by deed, which has been duly recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 828, Page 546.

WHEREAS DECLARANT has caused a portion of said property to be subdivided, all as is shown on plat of survey of Rockland Creek Estates Subdivision, Section I, dated the 31st day of October, 1988, a copy of said plat attached hereto, made a part hereof, and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, herewith.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises herein; to create a uniform, general plan of development for the property; and in order to protect the value and desirability of the property and promote the purposes of this Dedication, and according to the wishes and desires of the party hereto, the DECLARANT doth hereby dedicate and subdivide the said 16.2 acres as ROCKLAND CREEK ESTATES Subdivision, Section I, in accordance with the said plat and consistent with the metes and bounds reflected on said plat; and

FURTHER WITNESSETH: That the DECLARANT hereby declares that all of the property described on said plat shall be held, conveyed, leased, used, encumbered, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land, and which limitations, restrictions, and covenants shall run with the land and be binding on all parties having any right, title, or interest in the described land or any part thereof, their successors, and assigns, and shall inure to the benefit of each owner of any lot thereof:

1. Land Use and Building Type. No structure shall be erected, altered, or permitted to remain on any residential building lot other than one detached single-family dwelling, a private garage for not more than three automobiles, and a single story detached storage building not to exceed 300 (three hundred) square feet, provided, however, that such private garage must be attached to, and be part of the house and may not be a separate free standing structure, and further provided that any storage building shall be of the same architectural design as the dwelling and shall have its exterior finished in the same material and match the dwelling. Said storage building shall not be constructed prior to the construction of the dwelling house. No dwelling house shall be erected with a ground floor area of less than one thousand two hundred (1200) square feet, excluding carport, screened porch, and garage; provided, however if the dwelling is

an A-frame or a two-story dwelling, the first floor must not have less than eight hundred (800) square feet of living area, excluding carport, screened porch, and garage. Once construction of improvements is started on any lot, the exterior of the improvements, including proper landscaping, must be completed within twelve (12) months from commencement of construction. All crawl spaces shall be enclosed. No exposed concrete block foundations shall be permitted. All such exposed foundations shall be covered with a veneer of brick or stone or some other appropriate material which will effectively cover the concrete block.

There shall be allowed one boat dock and one detached boat house on any residential building lot, provided, however, that such boat house shall not have more than two slips and further provided that said boat house shall not be used for any purpose other than the storing of a boat or boats.

2. Fences, and Firewood. Except as provided hereinafter, no fences shall be permitted on any residential building lots. A split rail fence of no more than three (3) rails shall be permitted. Under the following two conditions a chain link fence, not to exceed six (6) feet in height shall be permitted; (1) Where a private swimming pool is constructed on any lot, a six (6) foot privacy fence shall be permitted around the perimeter of the pool, provided, however, that such a privacy fence does not block the visibility to Lake Anna from other lots within the subdivision; (2) A six (6) foot privacy fence attached to the dwelling house and enclosing an area no greater than the ground floor of the dwelling house shall be permitted.

No stacks of firewood stored on any lot shall exceed a height of four (4) feet.

3. Land Use. No lot within the Subdivision shall be used except for residential purposes. No trade or business of any kind or character, nor the practice of any profession, any building or structure designed or intended for any purpose connected with any trade, business or profession, shall be permitted on any lot.
4. Utility and Drainage Easements. Utility easements are hereby reserved along the entire width and length of the roads shown on the aforementioned plat. An additional fifteen (15) feet along all front lot lines and ten (10) feet along each side lot line are hereby reserved for utility and drainage easements, including telephone, electric and such other utilities as may require them. The DECLARANT expressly reserves for the Chesapeake and Potomac Telephone Company of Virginia, the right to construct, operate, and maintain, replace, and remove a communication system consisting of such buried cables, buried wires, terminals, and location markers as from time to time within said easements may be required, together with the right of ingress and egress over, under, and across said land for the purpose of exercising the rights herein granted, and expressly reserves for Rappahannock Electric Cooperative, its successor in title or assignees, the right to construct, operate, maintain, replace, and remove an electrical distribution or transmission system consisting of such overhead or underground cables, location markers, and terminals and other necessary equipment within said easements as from time to time may be required, together with the right of ingress and egress over, under, upon, and across said land for the purpose of exercising the rights herein granted, but nothing herein shall be construed so



as to impose upon the DECLARANT the duty to lay, operate or maintain such mains, drains, and lines. No structure is to be built upon any part of such easement.

The easement area on each lot and all improvements on it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5. Upkeep. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of weeds, undergrowth, garbage, and unsightly debris and litter.
6. Temporary Structures. No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently. This restriction shall be enforceable by the DECLARANT or any other owner of a lot within said subdivision.
7. Mobile Homes. No mobile homes shall be allowed on any lot.
8. Nuisances, Junk Vehicles, etc. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. No household trash or garbage shall be permitted to be burned on any lot. No trucks or heavy equipment shall be permitted on the streets of the Subdivision or in the driveway of any lot or on any lot. This restriction shall not apply to equipment used during the construction of any dwelling house or boat house, nor shall it apply to any properly licensed and operable pickup truck of any lot owner.

No unlicensed or inoperable or junk vehicle, truck, equipment, etc. nor inoperable or junk boat shall be parked or stored within said subdivision. Unlicensed or junk vehicle shall, for the purposes of this restriction, be construed as any vehicle that does not bear a current state license plate and inspection sticker, and where required, a current county decal. A junk boat shall, for the purposes of this restriction, be construed as one which does not bear a current registration sticker, or is not seaworthy. No junk piles, trash piles, or tires shall be permitted to remain on any lot.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition at all times.
10. Livestock and Poultry. No swine, cows, horses, goats, chickens, roosters, turkeys, geese, ducks, nor any other type of poultry or fowl, and no commercial livestock or poultry project shall be maintained within said Subdivision; nor shall any dog pens, kennels, or other such other projects involving the rearing, handling, or care and maintenance of animals in numbers be conducted or maintained within this subdivision.

Owners shall be permitted to bring domestic pets, such as dogs and cats, to the lots. Notwithstanding the restrictions of Paragraph 1 above, each lot owner shall be entitled to construct dog houses, for the housing of no more than two dogs on any lot. No such domestic

pets shall be allowed to remain within the Subdivision, except during such time or times as the owner of the lot is present, or the pets are otherwise provided for.

11. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign meeting the Spotsylvania County Regulation for such signs advertising the property for sale, or a sign, not to exceed two square feet in area, displaying the lot owners' name and lot number.
12. School Bus and Mail Service. Any street within the Subdivision, as long as it is maintained as a private road, cannot be provided with school bus service or mail service.
13. Roads. The roads shown on the aforementioned plat are private roads; and the owners of each lot shall have a right-of-way over the full length and width of said roads for the purpose of ingress and egress and related utilities, which right-of-way shall be a non-exclusive privilege appurtenant to each lot. The road serving Section one of ROCKLAND CREEK ESTATES is maintained by the Fisherman's Cove Property Owners Association, including that portion from the Fisherman's Cove gate to State Route 601. As a condition of acceptance of any deed to any lot in Section I of Rockland Creek Estates, the owner of each individual lot hereby agrees that they shall become a member of the Fisherman's Cove Subdivision Property Owners Association and shall pay the annual dues as shall be established by that Association for maintenance of the roads and Common Areas, in accordance with Paragraph 15 of the Fisherman's Cove Covenants dated August 25, 1983 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 584, Page 49 et. seq.

The requirement to become a member of the Fisherman's Cove Homeowners Association is in accordance with the agreement between Glatfelter Wood Pulp Co. Inc. and Fisherman's Cove Homeowners Association as described in Paragraph 18 of the Fisherman's Cove Covenants dated August 25, 1983 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 534, Page 56, which requirement is, in turn, based on the Deed, Easement and Agreement dated August 9, 1983 between Glatfelter Pulp Wood Company, Inc., and Fisherman's Cove, Inc., and Hugh C. and Renna H. Cosner and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 592, Page 737.

Any person obligated to pay the annual dues of the aforementioned Property Owners' Association but who refuses to pay such dues, after receiving written notice of the amount due, shall be subject to proper legal proceeding at law or equity in the amount of his proper dues, together with interest at the legal rate, court costs and reasonable attorney's fees, which attorney's fees may exceed the amount of the claim. Any judgment obtained against said person may be a lien on his respective property from the date such judgment is docketed in the Circuit Court of Spotsylvania County, Virginia.

The DECLARANT shall not be liable for payment of the annual maintenance fee on unsold lots.

Since the lots in Section I of Rockland Creek Estates are included in the Fisherman's Cove Homeowners Association, which is responsible for street maintenance, snow clearing, and

common area maintenance, and a fund for those purposes already exists, a separate homeowners association will not be established by the DECLARANT. The initial fee for the aforementioned fund shall be twenty Dollars (\$20.00) per parcel per month to be paid by the owners of said parcels. The amount of the fee shall be determined annually by the Officers and members of the Association, but in no case shall it be less than the initial fee established above. The DECLARANT shall pay into the Fisherman's Cove Association road maintenance fund, an amount equal to the first year's maintenance assessments at the time each lot is sold, but in no event less than \$240.00 per parcel.

The covenant as to maintenance and annual dues shall be automatically voided upon the event that the Fisherman's Cove roads are accepted into the State Highway System. If only the road fronting Section I of Rockland Creek Estates should be accepted into the State Highway System, this covenant as to maintenance shall be automatically voided for those lots in Section I.

14. COMMON AREA. So long as the lot owners in Rockland Creek Estates, Section I are members in good standing of the Fisherman's Cove Property Owners Association they shall be entitled to use the Fisherman's Cove Common Areas set forth on the plat of Fisherman's Cove dated the 14<sup>th</sup> day of June, 1983, and recorded with the Fisherman's Cove Deed of Dedication, Restriction and Easement in Book 584, page 49 et. Seq. in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.
15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming title to any lot in said Subdivision, for a period of thirty (30) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part with the exception of restriction Number 4 which shall be in perpetuity.
16. Amendment. At any time during the period of thirty (30) years from the date hereof, 2/3 of the then recorded owners of the lots shall have the power to amend these covenants, restriction Number 4 excluded, in any way by duly recorded instrument in writing. Provided, however, DECLARANT, for so long as it owns ten percent (10%) of the lots within the Subdivision, reserves the right to grant, by appropriate written instrument, exceptions to the restrictive covenants herein contained when the topography of any particular lot indicates the need therefore, and to veto any amendment hereto by said lot owners as set forth hereinabove.
17. General. These restrictive Covenants shall be read to the Purchaser by the Seller or its agent before a Notary Public. The Purchaser shall acknowledge the same in writing and one signed copy of the acknowledgement shall be filed with the Subdivision agent, one copy to be retained by the Purchaser, and one copy retained by the Buyer.
18. Reservations. No owner of any lot in Rockland Creek Estates shall permit, or convey an easement, etc., or in any way give anyone the right to enter upon any lot in said subdivision for the exploration for, or extraction of, minerals, gas, oil, or any similar materials without the previous unanimous written consent of all lot owners within the Subdivision, the holder or holders of any note and deed of trust on lots within the Subdivision and the DECLARANT,

whether said DECLARANT owns or does not own any lots in said Subdivision at the time such consent is sought by any lot owner.

19. Invalidation. Invalidation of any of the covenants contained herein by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signature and seal:

Rockland Creek Estates

By Original signed by William F. Blount

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, TO WIT.

The foregoing instrument was acknowledged before me this 26th day of December, 1988, by William F. Blount.

My commission expires: April 10, 1989

Original signed by Jayne H. Tilley, Notary Public

AMENDED DEED OF DEDICATION

ROCKLAND CREEK ESTATES

SECTION 1

This Amended Deed of Dedication, made and entered into this 10<sup>th</sup> day of April, 1992, by William F. Blount, Jr., hereinafter called Declarant.

WHEREAS, Declarant has heretofore filed a Deed of Dedication, Restriction and Easement for Rockland Creek Estates, Section 1, which is recorded in the Clerk's Office in the Circuit Court of Spotsylvania County, Virginia, in Deed Book 829, Page 94;

WHEREAS, Declarant is the record owner of Lot 1, Rockland Creek Estates and the record owner of more than 2/3 of the total lots in Rockland Creek Estates;

WHEREAS, the undersigned record owner of lot 1A in Rockland Creek Estates, Section 1, desires to amend the aforesaid Deed of Dedication so as to become a full member of Rockland Creek Homeowners Association, use the Rockland Creek "Common Area" and pay dues to the Rockland Creek Homeowners Association, and abandon all rights to use the Fisherman's Cove "Common Area", abandon all rights to become members of the Fisherman's Cove Homeowners Association and Not pay dues to Fisherman's Cove Homeowners Association;

NOW THEREFORE WITNESS, that for and in consideration of the premises herein, Paragraphs 13 and 14 are hereby amended to read as follows:

13. ROADS. Street specifications shall be in accordance with the specifications set by the Virginia Department of Highways.

All streets in this subdivision are private and comply at the time of construction with the Virginia Department of Transportation requirements for acceptance into the Secondary System but will not be maintained by either the county or the Virginia Department of Transportation. They shall be maintained by owners of the lots and/or the owners of the dwellings located in the subdivision. Prior to any future request for their addition to the State Secondary highway System, they must be developed in full compliance with the Virginia Department of Transportation subdivision street requirements in effect at the time. Any such development shall be the expense of the owners of the lots and/or the owners of the dwellings located in the subdivision.

The roads shown on the aforementioned plat are private roads; and the owners of each lot shall have a right-of-way over the full length and width of said roads for the purpose of ingress and egress and related utilities, which right-of-way shall be a non-exclusive privilege appurtenant to each lot. The road named Fisherman Way is maintained by the Fisherman's Cove Property Owners Association, including that portion from the Fisherman's Cove gate to State Route 601,

in accordance with Paragraph 15 of the Fisherman's Cove Covenants dated August 25, 1983 and recorded in the aforesaid Clerk's Office, in Deed Book 584, Page 49, et. seq.

The aforesaid Lots in Section 1, Rockland Creek Estates, along with, Lots 14 through 77 in Section 2, Rockland Creek Estates and any future section(s) or lots from the aforesaid parcels or otherwise, shall form a homeowners association for Rockland Creek Estates, before more than fifteen per cent (15%) of the lots are sold, for the maintenance and snow removal of the roads other than Fisherman's Way, in Rockland Creek Estates, and the access area shown on the aforesaid plat. The fee will be at least Twenty Dollars per month per lot. The fund should be prorated annually among the owners of the lots or dwellings. The developer shall pay into the fund an amount equal to the first year's maintenance assessment but not less than Two Hundred Forty Dollars at the time each lot is sold.

The Rockland Creek Homeowners Association shall pay from the maintenance assessment collected from the aforesaid lots unto the Fisherman's Cove Property Owners Association, the pro-rata share of the maintenance and snow removal of Fisherman's Way, from Rt.601 to the Fisherman's Cove gate.

Any person obligated to pay the annual dues of the aforementioned Homeowners Association but who refuses to pay such dues, after receiving written notice of the amount due, shall be subject to proper legal proceeding at law or equity in the amount of his proper dues together with interest at the legal rate, court costs and reasonable attorney's fees, which attorney's fees may exceed the amount of the claim. Any judgment obtained against said person may be a lien on his respective property from the date such judgment is docketed in the Circuit Court of Spotsylvania County, Virginia.

The DECLARANT shall not be liable for payment of the annual maintenance fee on unsold lots.

The covenant as to maintenance and annual dues shall be automatically voided upon the event that the Fisherman's Cove and/or Rockland Creek Estates roads are accepted into the State Highway System.

14. COMMON AREA. The aforesaid lots in Section 1 and Lots 14 through 77, Section Two, Rockland Creek Estates, or any future section or lot will be entitled to use the Lake Access Area shown on the plat of Section Two, Rockland Creek Estates.

WITNESS the following signature and seal:

By Original signed by WILLIAM F. BLOUNT, JR., OWNER LOT 1A AND DECLARANT

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, to-wit

The foregoing instrument was acknowledged before me this 13th day of April, 1992, by William F. Blount, Jr., single.

Original signed by Shirl L. Celt NOTARY PUBLIC

My commission expires December 31, 1994.