

For clarity, the following text incorporates the two amendments (that replaced sections 7, 13 and 14) and the one exception (regarding square footage for lot 67). Following this updated document are the texts of the original Deed of Dedication, Restriction and Easement , the two approved amendments and the one approved exception.

ROCKLAND CREEK ESTATES

SECTION 2

THIS DEED OF DEDICATION, RESTRICTION, AND EASEMENT, made and entered this 9th day of August, 1989, 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 883, Page 421; approximately 10 acres from Glazebrook, by deed, recorded in the aforesaid Clerk's Office in Deed Book ____, Page ____; and approximately 8 acres from Kaiser, by deed recorded in the aforesaid Clerk's Office in Deed Book ____, Page ____.

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 two, dated the 6th day of June, 1989, 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 92.995 acres as ROCKLAND CREEK ESTATES Subdivision, Section two, 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.

An exception for 720 square feet is allowed for the home on lot 67 as the home is between a drainfield and a drainage ditch and topography suggests staying away from the ditch.

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. Modular Homes. No modular, mobile or manufactured, or industrialized homes, as defined by the Code of Virginia, shall be allowed on any lot. This prohibition shall not be construed to preclude the use of pre-fabricated sections in a conventional or "site-built" home where the foundation of the home is constructed in the 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 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 Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 584, Page 49, et. seq.

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 lots 14 through 77, unto the Fisherman's Cove Property Owners Association, the pro-rata share of the maintenance and snow removal of Fisherman's Way.

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 Estates roads are accepted into the State Highway System.

14. COMMON AREA. 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.

It is the intention of the Declarant, to give the right to the owners of Section 1, Rockland Creek Estates to use the Ramp in Section Two of Rockland Creek Estates, for the purpose of boat launching.

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. AMMENDMENT. 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 9th day of August, 1989, 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 883, Page 421; approximately 10 acres from Glazebrook, by deed, recorded in the aforesaid Clerk's Office in Deed Book ____, Page ____; and approximately 8 acres from Kaiser, by deed recorded in the aforesaid Clerk's Office in Deed Book ____, Page ____.

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 two, dated the 6th day of June, 1989, 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 92.995 acres as ROCKLAND CREEK ESTATES Subdivision, Section two, 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 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. As a condition of acceptance of any deed to Lot 67 through 77 in Section Two 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 annual dues as shall be established by that Association for the 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 fees shall be at least Twenty Dollars per month per lot and the Developer shall pay into the fund an amount equal to one year's dues on each lot sold, but in no case less than \$240.00.

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 aforesaid Clerk's Office 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.

Lots 14 through 66 in section Two, 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 at the time the lots or dwellings are sold.

The Rockland Creek Homeowners Association shall pay from the maintenance assessment collected from lots 14 through 66, Section Two, unto the Fisherman's Cove Property Owners Association, the pro-rata share of the maintenance and snow removal of Fisherman's Way for said lots 14, through 66, Section Two, Rockland Creek Estates..

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.

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

14. COMMON AREA. So long as the lot owners in Rockland Creek Estates, Section Two, that 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 14th 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 aforesaid.

Lots 14 through 66, 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.

It is the intention of the Declarant, to give the right to the owners of Section 1, Rockland Creek Estates to use the Ramp in Section Two of Rockland Creek Estates, for the purpose of boat

launching. The lot owners in Fisherman's Cove on the Southeast side of Fisherman's Way shall have the same rights so long as the waterfront lot owners in Rockland Creek Estates on the Northwest side of Fisherman's Way are allowed to use Fisherman's Cove's ramp for the same purpose.

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. AMMENDMENT. 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.

WITNESS the following signature and seal:

Rockland Creek Estates

By Original signed by William F. Blount, Jr.

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, TO WIT

The foregoing instrument was acknowledged before me this 31st day of October, 1989, by William F. Blount, Jr.

My commission expires 12-18-1992

Original signed by Sheila M. Stone, Notary Public.

AMENDED DEED OF DEDICATION

ROCKLAND CREEK ESTATES

SECTION 2

This amended Deed of Dedication, made and entered into this 20th day of August, 1990, by William F. Blount Jr., hereinafter called Declarant.

WHEREAS, Declarant has heretofore filed a Deed of Dedication, Restriction and Easement for Rockland Creek Estates, which is recorded in the Clerk's Office in the Circuit Court of Spotsylvania County, Virginia, in Deed Book 883, Page 421.

WHEREAS, Declarant wishes to amend paragraphs 13 and 14 of the aforesaid Deed of Dedication.

WHEREAS, Declarant is the record owner of more than 2/3 of all lots in Section 2, as provided in Paragraph 16 of the aforesaid Deed of Dedication.

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 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 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 Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 584, Page 49, et. seq.

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 lots 14 through 77, unto the Fisherman's Cove Property Owners Association, the pro-rata share of the maintenance and snow removal of Fisherman's Way.

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 Estates roads are accepted into the State Highway System.

14. COMMON AREA. 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.

It is the intention of the Declarant, to give the right to the owners of Section 1, Rockland Creek Estates to use the Ramp in Section Two of Rockland Creek Estates, for the purpose of boat launching.

WITNESS the following signature and seal:

By Original signed by WILLIAM F. BLOUNT, JR.

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, to-wit

The foregoing instrument was acknowledged before me this 20th day of August, 1990, by William F. Blount., Jr.

Original signed by Sheila M. Stone, NOTARY PUBLIC

My commission expires 12-18-1992

AMENDMENT TO THE DEED OF DEDICATION,
RESTRICTION, AND EASEMENT OF
ROCKLAND CREEK ESTATES SECTION TWO

THIS AMENDMENT to the Deed of Dedication, Restriction, and Easement of Rockland Creek Estates, Section Two is made this 7th day of February, 2002 by the Rockland Creek Homeowners' Association, Inc.

WITNESSETH:

WHEREAS; Rockland Creek Estates Section Two was created by the Deed of Dedication, Restriction, and Easement of Rockland Creek Estates Section Two ("Deed of Dedication"), dated August 9, 1989 and recorded in Deed Book 883, Page 421 in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, as subsequently amended and recorded;

WHEREAS, pursuant to Paragraph 16 of the Deed of Dedication, the Deed of Dedication may be amended by "2/3 of the then recorded owners of lots";

WHEREAS, the lot owners which comprise at least 2/3 of the recorded owners of the lots have provided their written agreement and consent to and for this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Deed of Dedication, Restriction, and Easement of Rockland Creek Estates, Section Two is hereby amended as follows:

1. Paragraph 7 of the Deed of Dedication is hereby amended by deleting the current Paragraph 7. Mobile Homes in its entirety and substitute the following:

7. Modular Homes. No modular, mobile or manufactured, or industrialized homes, as defined by the Code of Virginia, shall be allowed on any lot. This prohibition shall not be construed to preclude the use of pre-fabricated sections in a conventional or "site-built" home where the foundation of the home is constructed in the lot.
2. In all other respects, the Deed of Dedication remains unchanged and in full force and effect, and this Amendment shall be effective as of the date and hour it is recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.

IN WITNESS WHEREOF, the Executive Committee of the Rockland Creek Homeowners' Association, Inc. ("association"), has caused this Amendment to the Deed of Dedication to be executed in its name on behalf of the Association following the adoption of the Amendment pursuant to the requisite written approval of the record owners of the lots in Rockland Creek Estates Section Two.

Original signed William A. Kail, President

Original signed Dennis H. Anderson, Vice-President

CERTIFICATION

I, the undersigned, to hereby certify:

I am the duly elected and acting President of the Rockland Creek Homeowners' Association, Inc., a Virginia property owners' association located in Spotsylvania County, Virginia, established pursuant to a Deed of Dedication, Restriction, and Easement of Rockland Creek Estates Section Two, dated August 9, 1989 and recorded in Deed Book 883, Page 421 in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, as amended and recorded. Further, that the foregoing constitutes the Amendment to the Deed of Dedication as duly adopted by the required written approval and consent of the recorded lot owners of Rockland Creek Estates Section Two. In witness thereof, I have hereunto subscribed my name and affixed the seal of Rockland Creek Homeowners' Association., this ___ day of Feb. 8th, 2002.

Original signed by William A. Kail, President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY of Spotsylvania

On this 8th day of February, 2002, before me, the undersigned notary public, personally appeared William A. Kail, the President of Rockland Creek Homeowners Associations, Inc, a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Original signed by Bessie B. Weaver, Notary Public

My commission expires 4-30-2003

COMMONWEALTH OF VIRGINIA

CITY/COUNTY of Spotsylvania

On this 7th day of February, 2002, before me, the undersigned notary public, personally appeared Dennis W. Anderson Jr., the Vice President of Rockland Creek Homeowners Associations, Inc, a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Original signed by Bessie B. Weaver, Notary Public

My commission expires 4-30-2003

Virginia, Spotsylvania County, to-wit:

In the Clerk's Office of the County and State aforesaid the 11th day of Feb, 1992, at 11:54 o'clock A.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.

The tax imposed by Section 58.54-1 in the amount of \$ --- has been paid.

Teste: Original signed by "unreadable", Clerk

EXCEPTION TO COVENANTS

This Exception to Covenants, made and entered into the 4th day of August, 1993, by William F. Blount, Jr., hereinafter called Declarant.

WHEREAS, Paragraph 16 of the Deed of Dedication, Restriction, and Easement for Rockland Creek Estates, Section 2, allows this exception by the Declarant, as recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 883, Page 421, as amended in Deed Book 930, Page 286.

WHEREAS, the Declarant owns more than 10% of all the lots in Rockland Creek Estates;

WHEREAS, the aforesaid covenants require at least 800 sq. feet on the first floor of a two story home and the home to be built on Lot 67, contains 720 sq. feet on the first floor;

WHEREAS, the home on Lot 67 is between the drainfield and a drainage ditch and topography suggest staying away from the ditch;

NOW THEREFORE WITNESS, that the exception for the aforesaid square footage is hereby granted.

WITNESS the following signature and seal:

By Original signed by WILLIAM F. BLOUNT, JR., DECLARANT

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, to wit:

The foregoing instrument was acknowledged before me this 4th day of August, 1993, by William F. Blount, Jr., Declarant.

My commission expires December 31, 1994

Original signed by Shirl L. Celt, NOTARY PUBLIC

Virginia, Spotsylvania County, to-wit:

In the Clerk's Office of the County and State aforesaid the 10th day of Aug, 1993, at 1:19 o'clock P.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.

The tax imposed by Section 58.54-1 in the amount of \$ --- has been paid.

Teste: Original signed by Linda, J. Johnson, Clerk