

For clarity, the following text incorporates the one amendment (that replaced section 7). Following this updated document are the texts of the original Deed of Dedication, Restriction and Easement and the one approved amendment.

ROCKLAND CREEK ESTATES

SECTION 3

THIS DEED OF DEDICATION, RESTRICTION AND EASEMENT, made and entered into this 5th day of December, 1991, by William F. Blount, Jr., hereinafter called DECLARANT.

WHEREAS, DECLARANT is the owner of a certain tract of land containing the remainder of 234 acres, more or less, 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, Section Three, dated the 8th day of August, 1991, a copy of said plat attached hereto, made a part hereof, and recorded in the aforesaid Clerk's Office, 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 94.487 acres as Rockland Creek Estates, Section Three, 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 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 single-family dwelling, a private garage for not more than three automobiles, and a single story detached storage building not to exceed Three Hundred (300) 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 Twelve 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, 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 waterfront residential building lot, unless prohibited by deed, or herein, 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 assigns, 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 improvement 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, boat house, road or driveway, 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 any inoperable or junk boat shall be parked or stored within said subdivision. An unlicensed or junk vehicle shall, for the purposes of this restriction, be construed as any vehicle that does not have 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. 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.

Lots 78 through 135 in section three, Rockland Creek Estates and any future or prior section(s) or lots from the aforesaid parcels or otherwise, shall form a homeowners association for Rockland Creek Estates, before more than fifteen percent (15%) of the lots are sold, for the Maintenance and snow removal of the roads in Rockland Creek Estates, and the Access Area shown on the aforesaid plat. The fee for the maintenance and snow removal 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.

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 roads in Rockland Creek Estates are accepted into the State Highway System.

14. COMMON AREA. So long as the lot owners in Rockland Creek Estates, Section Three are members in good standing of the Rockland Creek Estates Homeowners Association they will be entitled to use the Lake Access Area shown on the plat of Section Two, Rockland Creek Estates, in common with any prior or future section or lot.
15. SPECIAL CONDITIONS FOR CERTAIN LOTS. The owners of lots 131 through 134, may not erect or build any dock, boathouse or other structure extending into the waters of Lake Anna or otherwise block the channel in front of the boat ramp and slips in the access area in Rockland Creek Estates without approval of the Declarant, in writing. These lots have an existing boat dock assigned for their use.

Lots 102, 103, 110, 111, 112, 113, and 123 and such lots as the Declarant shall designate in the future adjoining section, will share the Vepco lands and the shore line from the extension line between lot 123 and lot 124, as shown on the aforementioned plat, around the cove to such place as the declarant establishes a similar extension line in the adjoining future section. This shared area will include all of the area currently bulkheaded with bank docks. These lots may not erect any structure on the said Vepco easement without the written consent of the Declarant. The improvements on these lots, boat docks, bulkhead, is to be maintained by the owners of the aforesaid lots.

16. 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.
17. 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 he 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.

18. 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.
19. 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.
20. 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

SECTION 3

THIS DEED OF DEDICATION, RESTRICTION AND EASEMENT, made and entered into this 5th day of December, 1991, by William F. Blount, Jr., hereinafter called DECLARANT.

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WHEREAS, DECLARANT has caused a portion of said property to be subdivided, all as is shown on plat of survey of Rockland Creek Estates, Section Three, dated the 8th day of August, 1991, a copy of said plat attached hereto, made a part hereof, and recorded in the aforesaid Clerk's Office, 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 94.487 acres as Rockland Creek Estates, Section Three, 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 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 single-family dwelling, a private garage for not more than three automobiles, and a single story detached storage building not to exceed Three Hundred (300) 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 Twelve 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, 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 waterfront residential building lot, unless prohibited by deed, or herein, 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 assigns, 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 improvement 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.
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7. MODULAR 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, boat house, road or driveway, 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 any inoperable or junk boat shall be parked or stored within said subdivision. An unlicensed or junk vehicle shall, for the purposes of this restriction, be construed as any vehicle that does not have 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. 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.

Lots 78 through 135 in section three, Rockland Creek Estates and any future or prior section(s) or lots from the aforesaid parcels or otherwise, shall form a homeowners association for Rockland Creek Estates, before more than fifteen percent (15%) of the lots are sold, for the Maintenance and snow removal of the roads in Rockland Creek Estates, and the Access Area shown on the aforesaid plat. The fee for the maintenance and snow removal 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.

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 roads in Rockland Creek Estates are accepted into the State Highway System.

14. COMMON AREA. So long as the lot owners in Rockland Creek Estates, Section Three are members in good standing of the Rockland Creek Estates Homeowners Association they will be entitled to use the Lake Access Area shown on the plat of Section Two, Rockland Creek Estates, in common with any prior or future section or lot.
15. SPECIAL CONDITIONS FOR CERTAIN LOTS. The owners of lots 131 through 134, may not erect or build any dock, boathouse or other structure extending into the waters of Lake Anna or otherwise block the channel in front of the boat ramp and slips in the access area in Rockland Creek Estates without approval of the Declarant, in writing. These lots have an existing boat dock assigned for their use.

Lots 102, 103, 110, 111, 112, 113, and 123 and such lots as the Declarant shall designate in the future adjoining section, will share the Vepco lands and the shore line from the extension line between lot 123 and lot 124, as shown on the aforementioned plat, around the cove to such place as the declarant establishes a similar extension line in the adjoining future section. This shared area will include all of the area currently bulkheaded with bank docks. These lots may not erect any structure on the said Vepco easement without the written consent of the Declarant. The improvements on these lots, boat docks, bulkhead, is to be maintained by the owners of the aforesaid lots.

16. 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.
17. 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 he 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.
18. 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.
19. 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.

20. 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., DECLARANT

STATE OF VIRGINIA

COUNTY of SPOTSYLVANIA, TO WIT

The foregoing instrument was acknowledged before me this 9th day of December, 1991, by William F. Blount, Jr., unmarried.

Original signed by Shirl L. Celt, NOTARY PUBLIC.

My commission expires December 31, 1994

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

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

WITNESSETH:

WHEREAS; Rockland Creek Estates Section Three was created by the Deed of Dedication, Restriction, and Easement of Rockland Creek Estates Section Three ("Deed of Dedication"), recorded in Deed Book 1006, Page 605 in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia on December 11, 1991, as subsequently amended and recorded;

WHEREAS, pursuant to Paragraph 17 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 Three 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, 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 on 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 this Amendment pursuant to the requisite written approval of the record owners of the lots in Rockland Creek Estates Section Three.

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 Three, recorded in Deed Book 1006, Page 605 in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia on December 11, 1991, 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 Three. In witness whereof, I have hereunto subscribed my name and affixed the seal of Rockland Creek Homeowners' Association, Inc., this 8th day of February, 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, 2002, 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 58.1-802 in the amount of \$ ---- has been paid.

Teste: Original signed by "unreadable", Clerk