

Declaration of Covenants, Conditions and Restrictions for River Bluffs

Amended Declaration as of December 7, 2003

**AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER BLUFFS**

THIS DECLARATION, made this 7th day of December, 2003

WHEREAS, G. C, Freeman, Jr. and Patricia M, freeman, his wife, and River Bluffs Associates, a Virginia General Partnership, hereinafter called "Owner and/or Developer" of said real estate lying in Chancellor Magisterial District, Spotsylvania County, Virginia, which real estate was acquired (a) by deed from Alvin T. Embrey Estate being dated December 26th, 1973 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 333, at page 432; (b) by deed dated October 12th, 1972 from Bernard A. Hall and wife, recorded in the aforesaid Clerk's Office in Deed Book 305, Page 482; (c) by deed from G. Cephas Freeman Estate, dated January 3rd, 1975, recorded in the aforesaid Clerk's Office in Deed Book 357, Page 92, and (d) by deed from G, C. Freeman, Jr., et als, dated March 20, 1980 and recorded in the aforesaid Clerk's Office in Deed Book 505, Page 613; and

WHEREAS, the said real estate has been platted into lots, said lots being designated as Lots A through F, inclusive, as shown on plat of Sullivan, Donahoe & Ingalls, dated January 31st, 1975, recorded in the aforesaid Clerk's Office in Deed Book 375, Pages 333 and 334 and 1 through 52, inclusive, and Parcel A as shown on Plat of Sullivan, Donahoe & Ingalls, dated January 15th, 1975, recorded in the aforesaid Clerk's Office in Deed Book 365, at pages 409-416; and Lots 53 through 92, inclusive, as shown on plat of L. Dexter Hubbard, Jr., P,E ... dated January 15th, 1984, River Bluffs Section ill, recorded in the aforesaid Clerk's Office in Plat Book 5, Pages 35A- 56A; and

WHEREAS, certain easements are shown on said plat for the benefit of the owners of the lots in the development known as River Bluffs and further the aforesaid owners of said property desire to, by the declaration, subject the said real estate to certain restrictive covenants and other easements for the benefit of all the owners of property lying in-River Bluffs.

KNOW ALL MEN FURTHER BY THESE PRESENTS, that the lots shown on the aforesaid plat are not intended for public use but are intended for and are hereby reserved for the private use and enjoyment and are and shall remain the sole and exclusive property of the said owner, their successors in interest, grantees and assigns.

The owner and developer do hereby impose upon each and all of said lots shown on the aforesaid plats, constituting River Bluffs the easements shown on the aforesaid plats and following covenants, conditions and restrictions are declared to be and shall be construed as covenants running with the land and enforceable against the present owner of said lot and his successors in interest, grantees, and assigns both at law and in equity, and it shall not be necessary to set forth these restrictions verbatim in deeds conveying said lots, as reference to said plats and to this writing and to any deed shall be sufficient notice of the said covenants, conditions and restrictions to any and all persons who may become owners of said lots.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to River Bluffs Owners Association, a Virginia non-stock corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of River Bluffs.

SECTION 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of River Bluffs, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Developer" shall mean and refer to G. C. Freeman, Jr. and Patricia M. Freeman, his wife, and River Bluffs Associates, a Virginia General Partnership,

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every person or entity who is a record owner of a fee or undivided fee interest in a lot in River Bluffs Subdivision, Spotsylvania County, Virginia shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation nor trustees under any instrument securing such obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to said Declaration. Ownership of such lot shall be the sole qualification for membership.

SECTION 2. The Association shall have one class of voting membership.

Class A. Class A members shall be all lot owners as defined in Section I above and shall be entitled to one vote per lot. When more than one person holds such interest in any lot, the vote for that lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Owners of more than one lot are entitled to one vote for each lot owned.

ARTICLE III PROPERTY RIGHTS

SECTION I. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage such property; and the rights of such mortgagee in such properties shall be subordinate to the rights of the members hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for any infraction of its published rules and regulations, in accordance with the By-Laws;
- (e) the right of the Association to dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

SECTION 2. Delegation of use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements.

Such assessments are to be fixed, established, and collected from time to time as provided in the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing, lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fee shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due - Notwithstanding anything to the contrary there shall be NO charges to developers for unsold lots of Section 3 unless any such lot(s) is for personal use.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties subject to this Declaration and in particular for the improvement and maintenance of the rights-of-way and of the Common Area, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Notwithstanding anything to the contrary, the lot owners in Sections 1 and 2 shall not have any financial responsibility for the roads and/or rights-of-way in Section 3. The assessments levied by the Association on lot owners for Sections 1 and 2 may be used to maintain and repair said rights of-way of Sections 1 and 2, notwithstanding the fact that the maintenance and repair will inure to the benefit of a limited number of lot owners.

SECTION 3. Annual Assessments. From time to time the dues of the Association shall be set by a vote of assent of a majority of lot owners (51) at a meeting called for that purpose.

SECTION 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, or applicable for a maximum of one year for the purpose of defraying, in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement on the Common Area or the rights-of- way, provided that any such assessment shall have the assent of two-thirds (2/3) the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum-for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be delinquent. Any assessment which is not paid within thirty (30) days after the due date shall pay interest from the date of delinquency at the rate of twelve (12) per cent per annum and

shall constitute a lien upon the lot. Any assessment which is not paid within 30 days after the due date, shall be assessed a late fee in the amount of 25% of the assessment due and shall bear interest from the date of delinquency at the rate of 12% per annum. The Association may bring such action at law or in equity against the owner personally obligated to pay same or against the property subject thereto, or both, and interest cost and reasonable attorney's fees and such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by the non-use of the Common Area and rights-of-way or abandonment of his lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V GENERAL PROVISIONS

SECTION 1. Application. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

SECTION 2. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any such action at law or equity, is filed the court may award the Association, if it is the prevailing party its costs, expenses, attorney's fees, witness fees, and court costs in addition to any and all other damages or relief which may be recoverable.

SECTION 3. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two thirds (2/3) of the lot owners. Any amendment must be recorded.

ARTICLE VI RESTRICTIONS

1. All tracts offered for sale shall be used for residential purposes. Only one single family private dwelling or residence designed for occupancy by one family shall be erected on any tract in River Bluffs, with the exception of the erection of such a dwelling on Parcel A being permitted in addition to the existing farmhouse. A garage, for the sole use of the owner of said tract, may be erected on said tract together with other such outbuildings as are usually accessory to a single family residence. Nothing herein shall be construed, however, to prevent the building of a dwelling on more than one tract or one complete tract and part of another.

2. No trade or business shall be conducted or maintained within this subdivision, except that occupants may maintain private offices within their homes, but not for the purpose of serving the public, clients, patients, or customers. Owners of 10 contiguous acres or more may keep up to 10 head of horses or cattle for profit, provided adequate fencing is maintained.

3. No tract of less than 10 acres shall be subdivided or its boundary lines changed and then no tract so divided shall be less than 5 acres. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to re-plat any tract or tracts shown on the plat of said River Bluffs prior to delivery of a deed to said tract in order to modify a tract or tracts.

4. No house, dwelling, or other outbuilding or structure including, but not limited to swimming pools, barbecue facilities, athletic courts and quarters for stabling or sheltering animals shall be located nearer to any road, rights-of-way or easement in River Bluffs than 50 feet. Nor shall any of the aforementioned be located nearer than fifty (50) feet to any interior side tract line or nearer than fifty (50) feet to any rear tract line.

5. No building, dwelling, outbuilding, shed, barn, fireplace, fence, hedge, wall, private driveway, pool, pond, athletic court, barbecue facility, sidewalk, exterior television or radio antenna, satellite dish receiver, or other structure or construction, temporary or permanent, shall be commenced, erected, placed or maintained in River Bluffs, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, size, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, hereinafter referred to as "Board". Such plans and specifications shall be sent by registered or certified mail to the office of the Association, as set forth in the By-Laws thereof or delivered in person to a member of the Board and a receipt given therefore. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this restriction will be deemed to have been fully complied with. The Developer shall exercise this function of the Association until such time as the Association is in existence.

6. No dwelling shall be erected with a living area of less than eighteen hundred (1,800) square feet, exclusive of porches, breezeways, garages and any unfinished basement or attic space. In addition, one-story dwellings shall have at least fifteen hundred (1,500) square feet of ground floor area and

multi-story dwellings shall have at least one thousand (1,000) square feet of the first floor area. No modular or mobile homes shall be erected.

7. The exterior woodwork of all houses and buildings on said tract, or whatsoever kind, shall be painted with at least two (2) coats of paint, varnish or stain, as soon as weather permits, after completion. However, the Board reserves the right to waive this condition in the event that the plans for said dwelling call for exposed, untreated, natural wood.

8. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike" fires, national emergencies or natural calamities.

9 Within one (1) month after completion of a dwelling or other structure on any tract, debris and waste material remaining on the ground shall be picked up and disposed of. Within one (1) year after completion of a dwelling on a tract, said tract shall be landscaped, including the seeding of bare earth, in a workmanlike manner.

10. No trees measuring eighteen (18) inches or more in diameter four (4) feet high may be removed without written approval of the Board unless located within twenty-five (25) feet of the main dwelling or accessory building or within twenty-five (25) feet of the approved site for such buildings. No trees, regardless of size, growing within twenty-five (25) feet of the side or rear lines of any tract shall be cut or removed in any manner other than those trees requiring removal for installation of a drainage field or other approved sewage disposal system; however, trees growing within said twenty-five (25) feet may be limbed up from the ground to a reasonable height and in a manner to avoid killing said trees. Brush and dead trees may be removed from said twenty-five (25) foot area at any time.

11. Before any dwelling on any tract is occupied, the owner thereof shall, at the owner's expense, drill a usable well for drinking water and other purposes and shall install a septic tank and drainage field or other sewage disposal system approved by the Department of Health of the Commonwealth of Virginia, or other health authority having jurisdiction of such matters, Said septic tank and drainage field or disposal system shall be installed in accordance with rules, regulations or recommendations as may be from time to time established by the Department of Health of the Commonwealth of Virginia, or other health authority having jurisdiction of such matters and shall not be put into use until final approval of the installed system has been received in writing by said authority.

12. No excavation of stone, gravel, or earth shall be made upon any tract except for basements, cellars, retaining walls, pools, athletic courts, landscaping and driveways. All accumulated or stockpiled material shall be immediately removed or immediately used in the regrading of the lot. All other excavations or removal of earth or material on any lot shall not be commenced without first obtaining written approval of the Board.

!3. The Developer reserves unto himself, his successors and assigns, a perpetual, alienable, and releasable easement over, upon, across and under the front fifty (50) feet of each tract and twenty-five (25) feet adjacent to all other boundaries except that such easement shall be fifteen (15) feet in the case of common boundaries with other tracts for the erection., maintenance, installation and use of electrical and

telephone poles, wires, cables, conduits, drain culverts, sewers, watermains and other suitable gas, sewer, water, natural surface drainage or other public convenience or utilities, and the Developer may further cut drainways and install culverts for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. Approval of construction plans pursuant to Paragraph 5 shall be conclusively presumed to allow such construction free of any such drainage easement. Such rights may be exercised by a licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service. Upon dedication of streets and roads to the Commonwealth of Virginia, the easements contained in this paragraph shall terminate with respect to that portion of the easement lying within the area so dedicated.

14. The Developer reserves unto himself, his successors and assigns, for the common use and enjoyment of all property owners within River Bluffs, perpetual easement which are described as "easements for ingress and egress" including cui-de-sacs, "scenic easement", "common easement" and "river access easement" on said plats.

15. All property owners within River Bluffs, if not already having done so, shall dedicate to the Virginia Department of Highways that portion of land described on the subdivision plat as "easement for ingress and egress, including cul-de-sacs, upon request of Developer, the Virginia Department of Highways or two-thirds of the lot owners.

16. Each tract owner shall construct and maintain suitable and adequate parking space on his tract for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in River Bluffs. No driveway shall be constructed on any tract in such a manner as to obstruct or interfere with the normal drainage of the adjacent street or adjacent tracts, nor shall any tract owner allow dirt or other solid material to wash from his tract.

17. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or waste of any type be allowed to accumulate on said tract. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. The Developer and the Association are vested with power to enforce this covenant, which power, however, shall not be exclusive.

18. No more than three (3) operable passenger vehicles shall be parked on any tract in River Bluffs in excess of those vehicles for which garage facilities are provided. No disabled vehicles, vehicles without a current inspection sticker, machinery or other equipment shall be kept on any tract unless suitably housed.

19. No commercial vehicle or equipment shall be parked on any tract in River Bluffs except for light pickup or panel delivery trucks which may be parked to the rear of the front line of the dwelling construction thereon and then only overnight and over weekends. This covenant shall not apply to vehicles and equipment used in the construction of River Bluffs.

20. No roadways, trails or lanes providing access to or from any portion of River Bluffs to any adjacent properties outside River Bluffs shall be constructed, other than those provided by the Developer.

21. Except as provided hereinbefore in Paragraph 2, no swine, cows, goats, fowl or other livestock, or wild animals shall be kept or maintained on any tract in River Bluffs; nor shall any dog kennels or other such projects involving the rearing, handling or care of any animals or birds in number or commercially be conducted or maintained within River Bluffs. These restrictions shall not apply to dogs, cats, or other small domestic animals, generally considered as pets, so long as said dogs, cats, or other small domestic animals are of a quiet and inoffensive nature. Any tract owner may keep up to a total of five (5) horses and/or ponies for the personal use of his family provided adequate fencing is provided.

22. No metallic fence of any height shall be permitted forward of the rear line of the residence on said tract and between said tract and the subdivision roadway. No other fence of more than four (4) feet in height shall be permitted on any tract forward of the front line of the residence on said tract and between said residence and the subdivision roadway.

23. Every tank for the storage of fuel or other substance outside any building on any lot shall be buried below the surface of the ground or otherwise, completely screened, to the satisfaction of the Board. All receptacles for ashes, trash, rubbish, or garbage shall be screened or so placed and kept as not to be visible from any street within River Bluffs at any time except during refuse collection periods.

24. Lines or appliances of any type designed for the purpose of drying laundry shall be erected and maintained to the rear of the dwelling located on the tract in as inconspicuous a place as possible.

25. No obnoxious or offensive use shall be made of any tract, nor shall any offensive trade or activity be carried on upon any tract, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance,

26. No sign of any kind on a tract shall be displayed to the public view except that two (2) signs of not more than three (3) square feet, showing the owner's name and the name of the premises shall be permitted on a tract, but in no event shall said sign measure more than three (3) feet in length or height. Standard realty For Sale signs and standard yard sale signs are permitted. Yard sale signs are permitted within 24 hours of the sale.

27. Outside illumination of any dwelling, or of a sign erected in accordance with the preceding covenant, shall be done by means of a constant light on the general principal of ordinary bulbs or small flood lights, it being the intent of this restriction that no neon or reflective material of any nature shall be used in connection with said signs or the outside illumination of said dwelling. Notwithstanding any of the above, such lighting shall be placed in such a manner so as not to be a nuisance to the adjoining lot owner.

28. No temporary residence, trailer or mobile homes, or otherwise shall be permitted, nor shall any building not designated and constructed as a dwelling be used as either temporary or as a permanent residence, except as may be reasonably necessary for a short period of time (not to exceed thirty (30) consecutive days) prior to and during the erection of a dwelling and in no event shall said trailers be maintained on tract.

29. Invalidation of anyone or more of these covenants and restrictions by judgment or decree of court shall in no way affect any of the other provisions contained herein, but they shall remain in full force and effect.

30. Notwithstanding any of the foregoing, these restrictions shall not apply to any lot or parcel which is owned by the Association.

31. Masculine words shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.