

DEED OF DEDICATION

AND

COVENANTS

OF

MINERAL SPRINGS PLANTATION SUBDIVISION

THIS DEED and DECLARATION, made this 4th day of October, 1988.

WHEREAS, PLANK ROAD COMPANY, a Partnership composed of John E. Pruitt, Jr. and Richard A. Pruitt, General Partners, have heretofore acquired from Mineral Springs Farm, Inc., by Deed dated November 4, 1987 in Deed Book 762, page 779, of the records of the Clerk's Office in the Circuit Court of Spotsylvania County, Virginia, certain real estate including the land to be dedicated by this Deed of Dedication; and whereas Plank Road Company is the sole owner and developer of said property.

NOW THEREFORE WITNESSETH: That Plank Road Company, the Declarant herein, the sole owner and developer of said property known as Mineral Springs Plantation, as shown on the map and plat therefo made by Commonwealth Engineering and Planning, dated August 11, 1988, a copy of which is recorded on October 5, 1988 in the aforesaid Clerk's Office in Plat File #1, at pages 636-643 \_\_\_\_, does hereby dedicate to the public for the public use, control, purposes and enjoyment forever, all of the streets shown on said plat, to be maintained and used as public streets.

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The streets are further dedicated to the public for the use not only for travel but also for the laying of utility mains, such as, but not necessarily limited to, water, sewer, gas and storm sewer pipes, underground electrical conduits and telephone cables.

NOW ALL MEN FURTHER BY THESE PREMISES, that the lots shown on the aforesaid plat are hereby reserved for the private use and enjoyment and are and shall remain in the sole and exclusive property of said Plank Road Company, its successors in interest, grantees and assigns.

Whereas, the land encumbered by this subdivision is in the Chancellorsville Battlefield area and it is the intent of these covenants and restrictions to uphold the appearance and historical character of the area.

The owner and developer, Plank Road company, hereinafter known as the Declarant, does hereby impose upon each and all of said lots shown on the aforesaid map and plat, constituting Mineral Springs Plantation Subdivision, the following covenants and restrictions governing the use of said lots, which covenants are declared to be and shall be construed as covenants running with the land and enforceable against the present owner of said lots, and its 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 the said plat and to this writing in any

deed shall be sufficient notice of the said covenants and restrictions to any and all persons who may become owners of said lots.

1. General Plan. The Declarant desires to create a general plan for the development and use of the Property. The Declarant further desires to provide for the common use, by the members of the community, of certain facilities and to provide for the maintenance of the common facilities.

2. Homeowners Association. The Declarant shall cause to be incorporated under the laws of the Commonwealth of Virginia as a non-profit, non-stock corporation, Mineral Springs Plantation Homeowners' Association, Inc., organized for the purposes of maintaining, administering and owning the Common Properties and the improvements located thereon. Each Owner shall be a member of the Homeowners' Association and abide by the duties and obligations established by such association.

3. Preface. The Declarant hereby declares that the Property and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, given, donated, leased, 'occupied and used subject to the covenants, conditions, reservations, restrictions and easements hereinafter set forth for and during the period of time hereinafter specified.

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4. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

(a) Association shall mean and refer to Mineral Springs Plantation Homeowners. Association, Inc.

(b) The Properties shall mean the Property and all additions thereto as are subject to this Declaration and any Supplemental Declaration.

(c) Lot shall mean and refer to any lot shown on any recorded subdivision plat of the Properties and any improvements thereon with the exception of the Common properties as herein defined.

(d) Residence shall mean and refer to one detached single-family dwelling not to exceed three stories in height.

(e) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residence, but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgagee or any trustee therefor unless and until such mortgagee has acquired title pursuant to foreclosure or any transaction in lieu of foreclosure.

(f) Common Properties shall mean and refer to those improvements and those areas of land and any improvements thereon (including any entrance monuments and any recreational facilities),

owned, or to be owned, by the Association and intended to be devoted to the common use and enjoyment of the Owners. The Common Properties are shown on the plat.

(g) Members shall mean and refer to all members of the Association.

(h) Declarant shall mean and refer to Plank Road Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

(i) Architectural Control Committee shall mean and refer to the committee established pursuant to paragraph 23 of this Deed of Dedication.

5. Additional Property. The Declarant will have a right to bring within the scheme of this Declaration additional properties in future stages of development of Mineral Springs Plantation provided that such properties will become subject to assessments for their share of the expenses of the Association. The Declarant is not bound to make any additions to Mineral Springs Plantation. Additions authorized under this section may be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property provided that the Veterans Administration determines that the annexation of such additional property is in

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accord with the general plan which it has heretofore approved. Such Supplemental Declarations may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

6. Title to Common Properties. The Declarant agrees to convey the Common Properties in each section of development to the Association. Such conveyance .or conveyances may be subject to certain easements and reservations to be determined in the sole discretion of the Declarant provided that such Common Properties shall be conveyed free and clear of all liens and encumbrances.

7. Historical Easement. The Declarant hereby reserves, for the benefit of the Declarant, its successors, assigns and the National Park Service, a negative easement affecting the battle trenches affecting Lots 24 and 25, and as shown on plat of Commonwealth Engineering and Planning dated August 11, 1988.

No improvements shall be constructed in such a manner as to adversely affect the existing historic earthwork as shown on the plat. No activity by any future landowner will be allowed that affects the earthwork. No trees will be cut within fifteen feet of said area on either side.

The ruins on the old Kalmbach Mill site on lot 14 are recognized as historical and are to be preserved in as natural state as practical in keeping with future improvements.

Discovery of any sub-surface historic resources including graves will be referred to the National Park Service.

8. State Route 616 Easement. The Declarant hereby reserves a negative easement affecting an area of 5~ feet in width along the proposed right-of-way line of State Route 616, for the benefit of the Declarant, its successors, and assigns, along the side lot lines of Lots 1, 2, 3, 15, 16, 17, 18 and 19 facing State Route 616 and abutting the proposed right-of-way line of State Route 616 for Declarant to construct or cause to be constructed an entrance monuments or walls, any turning lanes required by the Virginia Department of Transportation, and scenic brick or wooden fencing along State Route 616.

9. Entrance Wall and Fence Easement. The Declarant hereby reserves unto itself, its successors and assigns, including all Owners and the Association, an easement on the Property for the construction and maintenance of (i) an entrance monuments or walls and (ii) scenic brick or wooden fencing as shown on the plat.

10. Excavation. No excavation of stone, gravel, or earth shall be made upon any lot except in connection with the construction of basements, cellars, retaining walls, pools, athletic courts, landscaping or driveways. All displaced material shall be immediately removed or immediately used. No excavation on the Property shall be commenced without the prior written approval of the Architectural Control Committee.

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11. Architectural Control. (a) In order to insure harmony of external design and compliance with the architectural standards set forth hereinbelow, NO RESIDENCE OR OTHER IMPROVEMENT, INCLUDING OUT BUILDINGS, FENCES, CARPORTS OR GARAGES, SHED, BARN, POOL, DRIVEWAY, SHALL BE CONSTRUCTED OR PLACED ON THE PROPERTY OR EXTERNALLY ALTERED UNLESS AND UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE, (AS HEREINAFTER DEFINED) AS TO QUALITY OF MATERIAL, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISHED GRADE ELEVATION. Such plans and specifications shall include working architectural drawings, complete specifications, a plot plan of the lot showing the nature, kind of shape, height, materials, floor plans, exterior color schemes, and the location of the Residence and any other improvements, well and septic systems, driveways, a designation of any trees to be cut, grading, drainage, erosion control and landscaping plans. In the event that the Architectural Control Committee disapproves any proposal as provided hereinabove, the Architectural Control Committee may suggest those changes which will permit approval. The Architectural Control Committee may base refusal of approval of such plans and specifications upon any ground, including purely aesthetic considerations, which, in the discretion of the Architectural Control Committee shall seem sufficient. In the event that the Architectural Control Committee has not disapproved any



plans and specifications within 60 days after their full and complete submission to the Architectural Control Committee, such plans and specifications shall be deemed approved by the Architectural Control Committee.

12. Residences. (a) General Style. No structure shall be erected, altered" or permitted to remain on any lot other than single-family Residences, garages, outbuildings and fences approved by the Architectural Control Committee. All Residences must be of colonial or traditional architecture. The Architectural Control Committee may waive, at its option, strict compliance with the foregoing provided that (i) such waiver is in writing and (ii) the Architectural Control Committee approves in writing any substitute design or style of a Residence. All Residences, garages and other improvements must be in general conformity and harmony with the class of existing structures on the surrounding lots. No modular homes shall be constructed or place on the Property.

(b) Minimum Building and Structures Requirements. No structure or building of any kind shall be erected on, or moved onto, any lot in this subdivision, unless it be in general conformity and harmony with the class of existing structures on the surrounding lots. No trailer or other structures of temporary character shall be permitted on any lot. All Residences shall be of colonial or

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traditional or early American design. Whether or not a particular Residence is of a colonial or traditional or early American design shall be determined by the Architectural Control Committee in its sole discretion.

No dwelling with a width less than 28 feet shall be erected on any lot with a roof pitch of less than eight (8) feet of height for every twelve (12) feet of horizontal on main dwelling house. The width is defined as the shortest side of the dwelling house. No dwelling with a width less than 36 feet but greater than 28 feet shall be erected on any lot with a roof pitch of less than seven (7) feet of height for every twelve feet of horizontal on the main dwelling house. Dwellings with a width greater than 36 feet shall not be erected with a roof pitch less than six (6) feet of height for every twelve (12) feet of horizontal on the main dwelling house.

No house shall be constructed on any lot in Mineral Springs Plantation containing living area, exclusive of porches, breezeways, garages, carports, attics, or basements, less than the following minimum requirements:

One-story house:

2300 square feet with attached garage

2500 square feet without attached garage

Two-story house:

2500 square feet with attached garage

2700 square feet without attached garage

Split Foyer house:

2700 square feet (upper level) with attached garage

3100 square feet (upper level) without attached garage

Tri-Level house:

2500 square feet (mid and upper level) with attached  
garage

2900 square feet (mid and upper level) without attached  
garage

One-story and two-story houses are defined as finished areas above a crawl space or basement; that is, not on a concrete slab. No dwelling shall be erected on any lot which is less than 40 feet in length excluding decks and porches. One story dwellings must have a wood, masonite, brick or stone front exterior facade, textured roof material (shake, slate or facsimile), a minimum roof pitch of ten (10) feet of height for every twelve (12) feet of horizontal; and side-loaded garages.

Notwithstanding the aforesaid, colonial homes of architecturally pure quality can be constructed with lesser square footage provided the exterior design is certified by a licensed Architect. as a "true reproduction of a national historical colonial landmark" and such is expressly approved by the Architectural Control Committee.

(c) Color. All exterior walls, regardless of material used, must be Williamsburg exterior colors, earth-tone colors or such other colors as the Architectural Control Committee may approve.

13. Construction Materials. (a) Exterior Walls. The exterior walls of all, buildings constructed on any lot, including Residences,

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garages and outbuildings, shall be (i) constructed of brick or stone, (ii) covered with solid wood siding, (iii) covered with horizontal hardboard type siding, (iv) covered with horizontal aluminum siding having a minimum gage of .024 of an inch, (v) covered with horizontal vinyl siding having a minimum gage of .040 of an inch or (vi) constructed or covered with any other material approved in writing by the Architectural Control Committee. The exposed portion of any horizontal siding may be no more than eight inches in width. The use of any exterior metal materials for construction purposes other than metal window frames and aluminum siding is prohibited provided that the Architectural Control Committee may permit the use of such material by express written approval. Any dwelling covered with aluminum or vinyl siding must have a wood, masonite, brick or stone front exterior facade.

(b) Roof Material. The roofs of all Residences and other improvements to be constructed on the Property shall consist of either slate or shake or of a hardboard material fashioned to resemble slate or shake, or of textured fiberglass or asphalt shingles. All fiberglass roofing shingles must carry minimum weight of 240 pounds per each area of 100 square feet, and all asphalt roofing shingles must carry a minimum weight of 280 pounds per each area of 100 square feet.

(c) Chimneys. All chimneys must be constructed with cinder block and must be brick or stone veneered.

(d) Foundations. All exposed foundations and all exposed piers on porches or decks must be covered with a stone or brick veneer so that no raw blocks or parged areas are shown above ground.

(e) Garages. Any garage or carport located on any lot must conform architecturally to the Residence which it serves and must be side or rear loading.

(f) Fences. Fences must be constructed of wood, brick or stone; provided, however, that the construction, location and design of any fence located on the Properties must be approved by the Architectural Control Committee. No metallic fences of any height shall be permitted.

(g) Mail Boxes. All mail box posts must be of colonial design and constructed of 4" x 4" pressure treated wood with a pyramid top provided that the construction, location and design of all mail box posts to be located on the Property must be approved by the Architectural Control Committee.

(h) Waivers. Notwithstanding the foregoing, the Architectural Control Committee may waive, at its option, strict compliance with the foregoing construction material standards provided that (i) such waiver is in writing and (ii) the Architectural Control Committee approves in writing any substitute construction material.

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14. Completion and Verification of Construction. (a) The exterior of all Residences and other improvements must be completed within twelve months after construction commences, unless such completion is impossible or would result in great hardship to the Owner or Builder due to strike, fire, national emergency or natural calamity. Residences may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the construction, the Owner shall require the contractor to maintain the building site in a reasonably clean and uncluttered condition. Within one month after the completion of any construction, all debris, waste material, excess material and equipment shall be removed. Within one month after completion of a Residence, the lot shall be landscaped and any bare earth seeded except during periods from November 1 through March 15. Proper erosion prevention methods must be used to avoid erosion on lots at all times, both during construction and after construction has been completed.

(b) During or upon completion of construction the Architectural Control Committee and in their opinion that the approval plans are not being complied with, then the Committee can request and the lot owner must provide an "as built" drawing prepared by a licensed Architect or Civil Engineer showing and describing all improvements made on the lot.

15. Subdivision of Lots Prohibited. No lot shall be subdivided or its boundary lines changed for the purpose of establishing more

than one Residence building site per lot. No more than one Residence shall be constructed on anyone lot as shown on the plat provided that a single Residence may be constructed on one or more lots or a lot and a portion of another lot.

16. Building Location. All Residences must be constructed (i) at least 50 feet from the front lot line and (ii) in accordance with the applicable county or municipal ordinance with respect to side street lines and interior lot lines provided that the Architectural Control Committee shall be entitled to waive the foregoing set-back requirement in connection with limitations on construction due to the terrain, septic systems or corner lots. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No fence or wall shall be erected on any lot nearer to any street than the minimum building set-back line provided that this restriction shall not apply to any entrance monuments or walls or any scenic fencing constructed for the benefit of the Property as a whole. No garage doors shall face the street on the same side of the lot as the front of the Residence which serves such garage.

17. Outbuildings. No storage shed, trailer, barn or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently without the express

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written consent of the Architectural Control Committee provided that the Declarant may place temporary outbuildings on the Properties in connection with (i) the construction, development or repair of the Properties and (ii) the promotion of its sales program.

18. Driveways. The first fifty feet from a public road of all driveways and private roads located on the Property must be covered in asphalt or concrete. All driveways and private roads after such fifty feet must be covered with a commercial aggregate base or more resistant surfacing material. All driveway pipe must be constructed of concrete or corrugated metal pipe with end walls. Each Owner shall be responsible for placing the pipe in accordance with the standards of the Virginia Department of Transportation (VDOT). In the event that VDOT requires replacement of any pipe prior to the acceptance of the public streets located on the Property into the state secondary system, such pipe must be replaced at the Owner's expense.

19. Model Homes. No commercial builder of Residences on the Properties will be permitted to have a model home on the Properties for purposes of promoting sales unless he is actively building Residences on the Properties. Any builder who breaches this condition will be liable to the Declarant for consequential damages.

20. General Use Restrictions. (a) Lights. All lights installed on public streets on the Property shall be designed in such a fashion as to not illuminate in the direction of the land adjoining



the Property owned by the National Park Service.

(b) Swimming pools. No Owner shall be allowed to erect or maintain an above ground swimming pool on any lot.

(c) Satellite Dishes and Antenna. No Owner shall erect a satellite dish or free standing antenna mast on any lot or on any portion of the Common Properties. This provision expressly excludes and prohibits the placing of satellite dishes, citizen band antennas or other visible structures for either transmitting or receiving signals. Only unobtrusive typical conventional television and FM receiving antennas are permitted to be placed on a Residence and the height of such shall not exceed six (6) feet above the rooftop. This definition shall not be interpreted to include satellite dishes unless they do not exceed two (2) feet in diameter. An antenna attached to a Residence may be erected subject to the prior written consent of the Architectural Control Committee.

(d) Mechanical Solar Collector Structures. No mechanical structure or solar collector shall be permitted that is visible from the front, side or rear lot property lines of any adjacent owner.

(e) Private Athletic Area. No sports rings, basketball hoops, athletic fields or courts shall be installed forward of the front of the Residence.

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(f) Storage of Fuel Tank. Every tank for the storage of fuel or other substances outside any building on any lot shall be buried below the surface of the ground or otherwise completely screened.

(g) Receptacles. All receptacles for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from the street or adjoining lots.

(h) Upkeep. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of weeds, undergrowth, garbage, trash, unsightly debris and litter, and construction waste. The Declarant or the Association or its successors shall be vested with power to enforce this covenant and charge the Owner of said lot the reasonable expenses of enforcing this covenant, ,which power, however, shall not be exclusive. Within one (1) month after completion of a dwelling or other structure on any lot, debris and waste materials remaining on the ground shall be picked up and disposed of. Within one (1) year after completion of a dwelling on a lot, said lot shall be landscaped, including the seeding of bare earth, in a workmanlike manner.

(i) Temporary Structures: No structure of a temporary character, double wide trailer, mobile home, basement, tent, shed, garage, barn or any other outbuilding shall be used on any lot at any

time as a residence either temporary or permanently.

21. Limited Liability. In connection with all reviews, acceptances, permissions, consents or required approvals by or from the Architectural Control Committee, neither the Declarant nor the Association nor the Architectural Control Committee or its members shall be liable to any Owner or to any other person or entity on account of any, claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person or N entity arising out of, or in any way relating to, the subject matter of any such review, acceptance, permission, consent or required approval, whether granted or withheld.

22. Variations and Exceptions. Notwithstanding any provision to the contrary, the Architectural Control Committee may, in its sole discretion, make exceptions to and grant variances from any restriction provided that such exception or variance is in writing.

23. Architectural Control Committee. The Architectural Control Committee shall consist of three members and shall be entitled to enforce the foregoing reservations and restrictions as provided above. The initial members of the Architectural Control Committee shall be John E. Pruitt, Sr., Richard A. Pruitt, and John E. Pruitt, Jr. (the Committee Members). The Committee Members shall each serve on the Architectural Control Committee for a term of twenty years

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beginning on the date of this Declaration (the Twenty Year Period) or until they resign, whichever event first occurs. In the event of the resignation of a Committee Member prior to the expiration of the Twenty Year Period, the remaining Committee Members shall appoint a successor to serve for the remainder of the Twenty Year Period or for a term of such duration as the remaining Committee Members may determine. Upon the expiration of the Twenty Year Period or in the event that all Committee Members resign simultaneously during the Twenty Year Period, the Board of Directors of the Association shall appoint three Committee Members to serve for a term, the duration of which shall be determined by the Board of Directors.

24. Animals. No livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties. No animals shall be kept, bred or maintained on the Properties for commercial purposes. No animals or pets which are an annoyance or nuisance to other Owners shall be kept on any lot. These restrictions shall not apply to dogs, cats or other small domestic animals, generally considered as pets, so long as said dogs, cats and other small domestic animals, are of a quiet and unoffensive nature. Each Owner shall be absolutely liable to any other Owner, their family, guests, invitees and licensees for any damage to person or property caused by any animal or pet brought upon or kept on the property by any Owner, Owners' family members, guests, invitees or licensees. Each lot Owner

of four or more contiguous acres shall be permitted to maintain a stable housing no more than one (1) horse or pony kept for the recreational use of the occupants of the dwelling appurtenant to said lot. Owners of five (5) or more contiguous acres may keep no more than three (3) horses or ponies for the aforementioned purpose provided the keeping of said horses or ponies is in compliance with the zoning Ordinance of the County of Spotsylvania, Virginia.

25. Signs. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: one sign of not more than 12 square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise during the construction and sale of any Residence provided that all signs used by a builder must be approved by the Declarant.

26. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must 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. All garbage receptacles, air conditioning equipment, clothes lines, sewer tanks and similar storage receptacles shall be placed or screened in a fashion which will conceal them from view.

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27. Sight Distances at Intersection. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any lot unless its placement complies with the applicable Zoning Ordinance of the County of Spotsylvania, Virginia; provided however, that the foregoing prohibition shall not apply to any permanent sign, monument or fence marking the entrance to the Properties.

28. Outside Lighting. Outside illumination of any Residence shall be effected by conventional residential lighting techniques. No neon or flashing lights shall be permitted nor shall colored lights be permitted other than a reasonable number displayed in conjunction with a religious holiday. The foregoing notwithstanding, no lighting shall be of such a character or intensity or so located as to interfere with another Owner's use or enjoyment of the Property.

29. Offices, Etc. No trade, business or organizational gatherings 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, customers, or congregations.

30. Laundry Lines. 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 provided they are not visible from the street or neighboring lots.

31. Trees. Trees measuring ten (10) inches or more in diameter, measured 3 feet from the ground, and including dogwood, holly, and cedar, may not be removed without the written approval of the Architectural Control Committee unless located within thirty (30) feet from the main dwelling or accessory buildings, or within thirty (3) feet of the approved site for such dwellings. Trees, regardless of size, growing within thirty (30) feet of the side or rear lines of any tract shall not 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 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. All excavated slumps and cut trees shall be disposed of within ninety (90) days. No lot shall be cleared of vegetation or otherwise defoliated in such a manner as to decrease the attractiveness of the Property. Clearing of vegetation, including trees, unless cleared for the purpose of planting improvements on the Property, must be approved prior to such clearance by the Declarant.

32. Parking and Vehicles. Each Owner shall construct and maintain suitable and adequate parking spaces on his lot prior to the occupancy of the Residence to be constructed thereon. Only boats,

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boat trailers, campers, recreational vehicles, utility trailers and oversized vehicles weighing not in excess of 6,000 pounds gross weight may be maintained on a lot provided that they are reasonably screened and are not visible from any public street on the Property. No unlicensed, inoperable or disabled vehicles, vehicles without current state inspection stickers, buses, trucks, commercial vehicles or other farm, automotive recovery, maintenance or contractor equipment or machinery shall be maintained on the Property at any time. No equipment or vehicles weighing in excess of 6,000 pounds gross weight shall be parked on the Property provided that commercial vehicles may remain temporarily on the Property in order to furnish necessary services to an Owner. Subject to the approval of the Architectural Control Committee, recreation vehicles in excess of 6,000 pounds may be parked on the Property. All vehicles parked on the Property must have current state inspections and state licenses at all times. The occupants of each lot shall have no more than three (3) operable passenger vehicles (cars) routinely parked on any lot that is in excess of the three (3) vehicles for which garage facilities are provided and are so occupied.

33. Use of Lots. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or any annoyance. No firearms shall be permitted to be discharged on any



lot. No trash or garbage shall be permitted to be burned on any lot. No trucks, buses, all terrain vehicles, motorcycles, motorized unlicensed vehicles or equipment shall be permitted to be used or repaired or parked on the common areas, streets of, or adjacent to Mineral Springs Plantation, or in the driveway of any dwelling house, or on any lot, except that each homeowner shall be allowed to park one four wheeled light duty vehicle of less than 6,000 pounds gross weight on said driveway. No motor vehicle, engine, electrical or mechanical device or live object that emits sound in excess of 120 decibels at its source shall be permitted.

34. Remedies. (a) In the event of a violation or breach of any of the foregoing covenants, conditions, and restrictions, the Architectural Control Committee, the Declarant, the Association or any Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof in order to prevent such violation or breach. IN THE EVENT OF A VIOLATION OR BREACH OF ANY EASEMENT GRANTED HEREIN FOR THE BENEFIT OF THE NATIONAL PARK SERVICE, THE NATIONAL PARK SERVICE SHALL HAVE THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL COMPLIANCE AND TO PREVENT SUCH VIOLATION OR BREACH.

(b) In addition to the foregoing, the Declarant, its successors and assigns, including the Association, shall have the right, whenever there shall have been built any structure which is in

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violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove such structure at the expense of the Owner, if after fifteen days written notice of such violation, it shall not have been corrected by the Owner provided that the Declarant or its successor or assign may extend such fifteen day period in its sole discretion. Any such entry and abatement or removal shall not be deemed a trespass. Should the Declarant or its successor or assign employ counsel to enforce any of the foregoing covenants, conditions, or restrictions, because of a breach, all costs incurred in such enforcement, including a reasonable fee for such counsel, shall be paid by the party who is in breach. The Declarant or its successor or assign shall have a lien upon such lot with regard to which there is a breach of these covenants, conditions, or restrictions to secure payment of all such costs and fees.

(c) The failure to enforce any of the foregoing covenants, conditions, or restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. In addition, the Declarant, its assigns and successors in interest, the Committee, the Association or any Owner shall not incur liability for the failure to enforce such covenants, conditions and restrictions.

35. Transfer of Rights. The Declarant shall grant and convey all its rights to enforce the foregoing covenants, conditions and restrictions to the Association at such time as the last lot which is subject to this Declarant or to any Supplemental Declaration is sold. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same power as if the Association had been the Declarant.

36. Right of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Properties, including any common Properties to become subject to this Declaration. Such right shall be appurtenant to and shall pass with the title to every lot.

37. Limitations. (a) The rights of enjoyment created hereby shall be subject to the following:

(i) The right of the Association to suspend the enjoyment rights of any Member and the voting rights of any Member for any period during which any assessment, as hereinafter defined, remains unpaid, for a period not to exceed 60 days for an infraction of its published rules and regulations;

(ii) The right of the Association to charge reasonable admission and other fees for the use of any of the recreational facilities to be situated upon the Common Properties; and

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(iii) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members provided that no such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of Members has been recorded agreeing to such dedication, transfer, purpose or condition.

38. Delegation of Use. (a) Any Member may delegate his right of enjoyment to the Common Properties to the members of his household and to his tenants; provided, however, that the right of enjoyment may be delegated only to occupants of Residences and shall not be exercised by non-occupant Members.

(b) The right of any resident Member to delegate his right of enjoyment of the Common Properties is subject to any rules and regulations which the Association may publish.

39. Membership. Each Owner of a lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

40. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each

lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B Member shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total number of votes outstanding in the Class A membership equal the total number of votes outstanding in the Class B membership or

(b) on December 31, 2008.

41. Board of Directors. The Association shall elect a Board of Directors which will manage the business and affairs of the Association in accordance with this Declaration. The Board of Directors shall elect the members of the Architectural Control Committee at the expiration of the Twenty Year Period or in the event that all Committee Members resign simultaneously during the Twenty Year Period. In addition, the Board of Directors is hereby granted the following powers: (i) the power to establish any other Committees as it deems appropriate; (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of

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the Property and to establish penalties for infractions thereof; and  
(iii) all other powers necessary to further the general scheme of  
these Declarations.

42. Maintenance of Common Properties. The Association shall maintain or cause to be maintained all Common Properties now or hereafter subject to this Declaration. Such maintenance includes, but is not limited to, (i) the payment of real estate taxes and insurance premiums, (ii) the repair, replacement, maintenance and additions to the Common Properties, including the maintenance of any permanent fences, signs or monuments marking the entrance to the Properties and drainage or water detention facilities, (iii) snow removal and (iv) management and supervision of the foregoing.

43. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any lot by acceptance of a deed therefor, 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: (i) annual assessments and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest at the legal rate and costs of collection (including reasonable attorneys' fees) shall be a charge on the lot and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with

interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

44. Maximum Annual Assessment. (a) Until January 1, 1989, the maximum annual assessment shall be \$200.00 per year per lot payable annually in advance.

(b) From and after January 1, 1989, without a vote of the membership, the maximum annual assessment may be increased each year not more than (i) five percent above the maximum assessment for the previous year or (ii) the Consumer Price Index, whichever is greater.

(c) From and after January 1, 1990, the maximum annual assessment may be increased by more than five percent by a vote of two-thirds of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

45. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of (i) paying debts of the Association or (ii) defraying, in

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whole or in part, the cost of construction or reconstruction of, or unexpected repair or replacement of a capital improvement on the Common Properties, including necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least ten days in advance and setting forth the purpose of the meeting. Special assessments must be set at a uniform rate for all lots and may be collected on a monthly basis.

46. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Properties. 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 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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.

47. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the maximum rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay such assessment or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his lot.

48. 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 pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure 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 of any subsequent assessment.

49. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in

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no way affect any other provision and all such other provisions shall remain in full force and effect.

50. Utility Easements. (a) The Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, including Contel of Virginia and Virginia Electric Power Company, the following easements for the underground conveyance and use of electricity and telephone systems:

(i) an easement of 15 feet on the front side lines of all lots and five feet on the side lines of all lots and as shown on the plat for the purposes of (1) laying, operating and maintaining underground electric and telephone lines within such easements and (2) constructing, operating, maintaining, replacing and removing a communication system consisting of buried cable, buried wires, terminals, and location markers as from time to time required;

(ii) a temporary easement of 10 feet for the purpose of placing lines or cables underneath streets located in the Properties provided that such easement shall terminate at such time as the streets are accepted by the Virginia Department of Transportation.

(b) The Declarant further reserves for Spotsylvania Cable T.V., Inc., its successors and assigns the right to lay, install, construct, operate and maintain one or more lines of underground conduits and cable and other unusual fixtures and appurtenances as may be necessary

for the purposes of transmitting and distributing television signals within such easements or within the applicable easements shown on the plat. Any lines placed on the Property must be buried within 30 days from the time of the use of the easement.

(c) All utility cables and wires shall be buried underground, including, but not limited to, all distribution lines connecting individual Residences, outbuildings or garages.

(d) These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other such installations and to maintain reasonable standards of health, safety and appearance. Such rights may ,be exercised by any license of Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. No structures, including walls, fences, paving and planting which will interfere with the rights of ingress and egress provided for in this paragraph, shall be erected upon any part of the Properties.

51. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten

years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent of the Members voting in person or by proxy, and thereafter by an instrument signed by not less than seventy-five percent of the Members voting in person or by proxy. Any amendment must be recorded.

52. FHA/VA Approval. As long as there is a Class B membership, the following 'actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Properties and amendment of this Declaration of Covenants, Conditions, Reservations, Restrictions and Easements.

IN WITNESS WHEREOF, Plank Road Company, has caused this Declaration to be executed.

PLANK ROAD COMPANY

By \_\_\_\_\_ *signed*

John E. Pruitt, Jr., Partner

By \_\_\_\_\_ *signed*

Richard A. Pruitt, Partner

STATE OF VIRGINIA

CITY OF FREDERICKSBURG, to-wit:

The foregoing instrument was acknowledged before me by John E. Pruitt, Jr. and Richard A. Pruitt, General Partners of Plank Road Company, this 4<sup>th</sup> day of October, 1988.

My commission expires: June 24, 1990

*signed*

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Notary Public