


Revised 9/11/03

DECLARATION OF
COVENANTS & RESTRICTIONS FOR
CHRISTIAN RIDGE SUBDIVISION


2003111800001070 030035057
Hanover County Circuit Court
11/18/2003 12:19:00 PM LR DEED

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THIS DECLARATION is made and executed this 16th day of September, 2003, by Christian Ridge, LLC, the "Declarant."

RECITALS

The Declarant is the fee simple owner of certain real property located in Hanover County, Virginia as shown on a Subdivision Plat entitled "CHRISTIAN RIDGE SUBDIVISION" dated July 31 2002 revised 1-2-03 recorded in the Clerk's Office Of the Circuit Court of Hanover County, Virginia, in Plat Book 36, page 692 (the "Plat"), subjected to this Declaration in accordance with the provisions hereof, hereinafter referred to as the "Property";

The Declarant desires to provide for the orderly development of a residential Community thereon;

The Declarant desires to subject Lots 1 through 26 and Lots 28 through 73 to the restrictions hereinafter Set forth for the benefit of the Property and each owner of portions thereof;

The Declarant desires for Lot 27 (306 + or - acre Preservation lot) to be exempt from all of the Declarations of Covenants and Restrictions for Christian Ridge Subdivision.

The Declarant hereby declares Lots 1 through 26 and Lots 28 through 73 are and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, easements and restrictions hereinafter set forth; such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of time hereinafter stated; and

The Declarant may submit additional real property to the provisions of this Declaration by filing a supplement hereto in the Clerk's Office, Circuit Court of Hanover County.

DEFINITIONS

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Association. "Association" shall mean and refer to Christian Ridge Homeowners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

By-Laws. "By-Laws" shall mean the by-laws adopted by the Association from time to time.

Declarant. "Declarant" shall mean and refer to Christian Ridge, LLC.

Lot. "Lot" shall mean and refer to any residential plot of land shown upon the recorded Subdivision Plat, except Lot 27, the Preservation lot.

Owner. "Owner" shall mean and refer to the record owner, whether on or more persons or entities, of a fee simple title to any Lot in the Subdivision, but excluding those having such interest merely as security for the performance of an obligation. Where title to a Lot is held by more than one person such persons collectively shall be the Owner of such Lot, and such persons collectively shall be entitled to one vote.

Subdivision. "Subdivision" shall mean and refer to "CHRISTIAN RIDGE SUBDIVISION" as recorded in Subdivision Plat Book 36, page 692, Clerk's Office, Circuit Court, Hanover County, Virginia.

Subdivision Plat. "Subdivision Plat" shall mean and refer to the Subdivision Plat for the Subdivision recorded in the Clerk's Office of the Circuit Court of Hanover, Virginia, together with any plat thereafter filed for record in connection with any subsection of Additional land to the provisions of this Declaration.

ARTICLE 1 MEMBERSHIP AND VOTING RIGHTS

1.1 Every person or entity who is a record owner of a fee or undivided fee interest in Lots 1 through 26 and lots 28 through 73 shall be members of the Association. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an 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 the Declaration. Ownership of such Lot shall be the sole qualification of membership.

1.2 The Association shall have the following classes of voting membership:

Class A Class A members shall be all Owners of Lots 1 through 26 and lots 28 through 73. On all matters of which Members have the right to vote, including the election of directors, Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for membership appurtenant to such 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.

Class B Class B members shall be Christian Ridge, LLC (THE DEVELOPER). On all matters of which Members have the right to vote, including the election of directors, Class B members shall be entitled to 50 votes. The Class B membership shall be dissolved at such time as the 50th lot with improvements is Closed and Settled.

1.3 The Vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any other holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

1.4 The voting rights of the Members shall be as follows:

- i. Class A members and Class B members shall vote as provided in the Articles of Incorporation, this Declaration, and the Bylaws, to approve a raise in the maximum annual assessments which is greater than allowed by this Declaration and the Bylaws; to approve special capital improvement assessments; to approve mergers, consolidations or dissolution of the Association; to approve conveyance or dedication of the

Common Areas; and to approve amendments to the Declaration;

- ii. Class A and Class B members shall vote as a single class to approve amendments to these Articles and the Bylaws, and to elect directors.

1.5 During any period in which a Member shall be in default in the payment of any annual or special assessments levied by the Association pursuant to this Declaration and the Bylaws of the Association, the voting rights and the right to use the recreational facilities of such Member may be suspended by the Board until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board governing the use of the Common Areas, or other Association facilities.

ARTICLE II COVENANTS FOR MAINTENANCE ASSESSMENTS

2.1 Creation of the Lien and Personal Obligation for Assessments

Except as hereinafter provided, each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2.2 Purposes of Assessments

It shall be the responsibility of the Association to maintain the Common Open Space, Nature trails and the entrance way of the Subdivision. The Association has the authority to expend funds, assess fees and impose liens for that purpose, all as specifically provided in this Declaration. The assessments levied by the association shall be used exclusively for the purpose of maintaining the Common Open Space, Nature trails and the entrance way as shown on the Plat.

2.3 Maximum Annual Assessment

The Board of Directors of the Association may, in its sole discretion, fix the time for commencement of and fix the amount of the annual assessment; however, in no event shall such assessment exceed an amount to be determined as follows:

- i. From and after January 1, 2004, the annual assessment shall be THREE HUNDRED DOLLARS (\$300.00).
- ii. From and after January 1, 2005, the maximum annual assessment may not be increased more than ten percent (10.0%) above the previous year's assessment. However the maximum annual assessment may be increased above 10% by a two thirds (2/3) vote of the Lot Owners at a meeting duly called for such purposes.
- iii. All payments for dues and assessments shall be mailed directly to the Treasurer of the Association, the Treasurer's address being provided to the Homeowners from time to time as that address changes.

In addition to the annual assessments authorized in Section 5 of this Article, the Association may levy, in any assessment year, a special assessment, applicable to that year only; for the purpose of defraying, in whole or in part, the cost to repair or restore any property of the Home Owner's Association; provided that any such special assessment shall receive the assent, in person or by proxy, of two-thirds (2/3) of each class of members, at a meeting duly called for such purpose.

2.5 Notice of Any Action Authorized Under this Article

Written notice of any meeting called for the purpose of taking any action authorized under Section 2.3 or Section 2.4 of this Article shall be sent by first class mail to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting at the last address furnished by the Owner to the Association. If no such address is furnished by the Owner, then to the Property address of such member.

2.6 Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly, bi-monthly, quarterly, semi-annual, or annual basis.

2.7 Date of Commencement of Annual Assessments; Due Date

The annual assessments provided for herein shall commence as to all Lots at a time determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot (if feasible, at least thirty (30) days in advance of each annual assessment period) and written notice thereof shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a

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certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid.

2.8 Effect of Nonpayment of Assessments; Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property in accordance with applicable law.

2.9 Lien

Any assessment shall constitute a pro rata lien upon the individual subdivision lot(s), inferior in lien and dignity only to taxes and bona fide duly recorded first deed of trust.

2.10 Subordination of the Lien to Mortgages

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, but the Association shall have a lien upon the proceeds from foreclosure junior only to the foreclosed first mortgage and senior to the equity of redemption of the mortgagor. Sale or transfer of any Lot shall not affect the assessments as to payments which become 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.

2.11 Duties of Mortgage Holders

No mortgagee shall have any obligation or duty to collect assessments provided for hereunder.

2.12 Effect of Delinquent Assessments on Mortgages

Failure of an Owner to pay an assessment shall in no way result in a default under a mortgage secured by any agency of the United States.

ARTICLE III ARCHITECTURAL CONTROLS

3.1 Architectural Standards

No building, structure, outbuilding, garage, fence, retaining wall, end wall shall be erected, placed, altered, or performed on Lots 1 through 26 and Lots 28 through 73 until the construction plans, specifications and a plan showing the location of the structure or other improvement have been filed with and approved by the Architectural Control Committee as to the quality of workmanship and materials, size and shape, harmony of exterior design with existing structures (including exterior color), and as to the location with respect to topography and finish grade elevation. No fence or fencing type barrier of any kind shall be placed, erected or allowed on Lots 1 through 26 and Lots 28 through 73 without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence be approved.

3.2 Architectural Control Committee

An Architectural Control Committee consisting of three (3) or more members shall be appointed by the Declarant. The initial Architectural Control Committee shall be composed of the following persons:

James S. Davis, Jr.
7375 Figuly Road
New Kent, VA 23124
(804) 779-2344

Randy D. Christian
4126 Old Church Road
Mechanicsville, VA 23111
(804) 779-3743

Philip B. Christian
5833 Buckhunt Lane
New Kent, VA 23124
(804) 932-9035

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In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. The majority of the Committee may designate a representative to act on behalf of the Committee in providing written approval of the construction plans and specifications. Neither the members of the Committee, nor their designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. Declarant shall have the power to appoint the members of the Architectural Control Committee until the Committee has approved all plans and specifications for initial construction on all Lots in the Subdivision.

After initial construction on all Lots or upon the conveyance of the final lot in the Subdivision or at such sooner time as Declarant shall desire to relinquish its right to appoint members of the Committee, Declarant shall appoint three (3) lot owners as members of the Committee who shall serve until their successors are elected at a meeting of the Owners called for such purpose.

3.3 Procedure and Limitation of the Committee's Liability.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee's designated representative fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted to the Committee in writing, it shall be conclusively presumed that approval has been granted. Neither the Committee nor any member thereof, or its successors or their successors or assigns, shall be liable in damages to anyone submitting plans and specifications

to them for approval, or to any Owner or occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence, variance, inconsistency or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or specifications. The Association shall indemnify and save harmless the members of the Committee from all reasonable costs arising out of such claims. BOOK 2224 PAGE 122

3.4 Building Restrictions

Minimum square footage for residence to be placed on any lot shall be 2,000 square feet of finished, heated living space for all single story dwellings and 2,200 square feet of finished, heated living space for all Cape Cod styles and two-story dwellings, as set forth in Article 4.2; and

Exterior of all foundations shall be of brick or stone construction unless the house is constructed of synthetic stucco in which case the foundation may be of like material.

ARTICLE IV USE RESTRICTIONS AND RULES

4.1 No building, structure, outbuilding, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property, unless and until the plans for such construction shall have been approved in writing by Architectural Control Committee. The plans must be submitted in duplicate to the Architectural Control Committee for approval, and shall include:

- (i) the construction plans and specifications; and
- (ii) a plat showing the locations of all proposed improvements

One (1) set of plans will be returned to the applicant and one (1) set retained by the Architectural Control Committee. No construction or lot clearing shall begin except in accordance with such approved plans or a modification thereof that has also been approved by the Architectural Control Committee pursuant to separate application.

4.2 No plans for a primary dwelling shall be approved unless the heated living area of such dwelling, exclusive of basements, porches, breeze ways, garages, storage room, tool rooms and unfinished storage spaces shall exceed two thousand (2,000) square feet for any single story dwelling and 2,200 square feet for any Cape Cod style and two-story dwelling. Any outbuilding shall be of materials which complement the residence.

4.3 Approval by the Architectural Control Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to the topography and finished view from surrounding portions of the Property, the growth and vegetation, and all other factors which in the sole opinion of the Architectural Control Committee shall affect the desirability or suitability of the proposed improvements.

4.4 Architectural Control Committee approval or disapproval of an application shall be given to the applicant in writing within thirty (30) days of receipt of application. If the approval or disapproval is not given within thirty (30) days, unless an extension is agreed to by the applicant in writing, the application shall be deemed approved, and the construction of the improvements may begin, provided that the construction is in accordance with the submitted plans and the plans conform in all respects to the other terms and provisions of this Declaration.

4.5 Approval by the Architectural Control Committee shall not constitute a basis for liability of the

Architectural Control Committee, for any reason including without limitation:

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- (i) failure of the plans to conform to any applicable building codes, or
- (ii) inadequacy of deficiency in the plans resulting in defects in the improvements.

ARTICLE V GENERAL RESTRICTIONS

5.1 Use of Lots

Lots 1 through 26 and Lots 28 through 73 as shown on the plat of subdivision of the Property will be used for single family residential purposes only, and for purposes incidental thereto including model homes utilized by builders. Only one residence shall be built on a lot; however, outbuildings and other compatible improvements may be built if approved by the Architectural Control Committee as provided in this declaration.

5.2 Signs

No sign of any kind shall be displayed to the public view on any lot except:

- (i) one sign advertising the lot for sale;
- (ii) signs used by a builder to advertise the lot during the construction and sale period, or,
- (iii) any sign placed on the Property by the Declarant identifying the Property as Christian Ridge Subdivision, or a section thereof.

5.3 Outbuildings

No trailer, tent, shack, barn, or garage or other outbuilding on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5.4 Livestock and Poultry

No animals, livestock, including but not limited to cattle, hogs (including Vietnamese or other pot bellied type pigs), goats, or sheep or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided:

- (i) they are not raised, bred or kept for commercial purposes,
- (ii) they shall not become an annoyance or nuisance to other lot owners, and
- (iii) no more than four (4) such pets shall be kept on a lot any one time.

5.5 Nuisances

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 an annoyance.

5.6 Garbage

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste will be kept in sanitary containers maintained in a neat and orderly manner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

5.7 Further Restrictions on Subdivision

No lot may be subdivided, altered or modified as provided on the Plat recorded, except that the boundaries of such lots may be modified to allow for the placement of septic drain fields or otherwise as may be necessary to

allow for the sale of such lot for the purpose of constructing a single family residential dwelling and to allow for the construction, maintenance, and, or, improvements of the roads and pathways as shown on the Plat. If no such lots shown on any such plat have been sold, the Declarant may modify them by duly recorded instrument.

5.8 Driveway Construction and Maintenance

Prior to the beginning of construction of any structure and prior to the delivery of material for such construction, the entrance to the driveway to the lot shall be constructed of reinforced concrete driveway pipe so as to afford access to the lot, which entrance shall include any culverts or other structures designed to provide sufficient drainage along the front property line in accordance with the applicable State Highway Department, County, or other specifications. All building materials, including dirt, sand gravel, or topsoil shall be stored on the lot and not on any street, drainage ditch, road, or highway. The lot owner and/or builder will be responsible for any repairs necessary to any road, utility or drainage facility which may be damaged during construction.

5.9 Above Ground Pools

No temporary or aboveground swimming pools shall be permitted on the Property.

5.10 Set-back lines

All driveways and set-back lines shall be subject to the approval of the Declarant. A 75-foot front set-back line shall be required, unless the Declarant approves otherwise, to accommodate drain field location and topographical considerations for a specific lot.

5.11 Exposed foundations and chimneys

All exposed foundations and chimneys of houses constructed on the Property shall be of brick, stone or

synthetic stucco; however, direct vent gas fireplaces shall be allowed. BOOK 2224 PAGE 127

5.12 Easements

Easements for utilities and drainage are reserved as shown on the plat and as otherwise granted and recorded. The right is reserved to the Declarant, its successors, and assigns to establish and grant, without compensation to the lot owner, any additional easements along any property lines, streets, or drainage ways for the purpose of furnishing utilities or drainage in or through said subdivision.

5.13 Fences

No fence of any kind shall be erected on any Lot in the area between the street and the rear edge of the dwelling. No chain link or wire fencing will be permitted, unless for use as a dog pen of no larger than eight feet by ten feet. The location of such pen is subject to Architectural Control Committee approval. All fences are subject to approval by the Architectural Control Committee.

5.14 Television Antennas

Unless approved by the Architectural Control Committee, no antenna, aerial or device or any kind used for the purpose of transmitting or receiving radio, television, microwave or satellite signals except TV or Internet satellite dishes of three (3) foot or lesser diameter shall be placed or erected on any lots, or on the exterior of any structure or house. Any satellite dish meeting the restrictions of this paragraph shall not be placed in the front yard.

5.15 Tree Removal and Wooded Buffers

There shall be no strip clearing of trees. Wooded buffers along side or rear lots lines shall be maintained. The side and rear yard of each lot may be selectively cut; however, no cutting of trees of five inch caliper or greater will be permitted. Wooded buffers may only be cleared to the

extent necessary for drainage and utility easements in connection with the development of the Property when required by Hanover County, and then only to the extent necessary. BOOK 2224 PAGE 128

5.16 Sewage

All sewage must be disposed of in septic tanks meeting local government standards, unless or until such municipal sanitary sewer lines are provided for such purposes.

5.17 Propane, oil and other fuel tanks

All oil tanks must be placed indoors or underground. Propane tanks or similar equipment for the storage of heating fuel or the generation or storage of energy shall be located so that the equipment is not visible from an adjacent street.

5.18 Construction standards

Construction of improvements on a lot must be done in a workmanlike manner and once begun, shall be completed in an expeditious manner, so that all exterior work shall be completed within twelve (12) months after the beginning of construction.

5.19 Motor Vehicles

No motor vehicle which does not have a valid inspection sticker and license to permit its operation upon public roads shall be allowed to remain on any lot, unless it is parked in a garage or carport, or unless the Declarant consents in writing to its remaining thereon.

5.20 Portable Air Conditioning Units

No portable air conditioning units will be placed in any window or dwelling so as to be visible from the street.

No clothesline or similar type structures shall be permitted other than in the rear yard.

ARTICLE VI MISCELLANEOUS

6.1 Enforcement

Enforcement may be by proceedings at law or in equity, either to restrain, or to recover damages for violation(s) of any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

6.2 Severability

Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

6.3 Duration

These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of thirty (30) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for an additional period of ten (10) years unless an instrument signed by a majority of then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

6.4 Amendment

At any time after Declarant has conveyed all the Lots in the Subdivision and after approval of all plans and specifications for initial construction on all such Lots, these restrictions may be waived or modified by written agreement of eighty percent (80%) of the then Owners in the Subdivision.

WITNESS the following signature:

CHRISTIAN RIDGE, LLC

By:

James S. Davis, Jr. Manager

STATE OF VIRGINIA

CITY/COUNTY OF Hanover, to-wit:

The foregoing Declaration of Covenants and Restrictions for the Christian Ridge Subdivision were signed and acknowledged this 16th day of ~~February~~, September, 2003 by James S. Davis, Jr., Managing member.

My commission expires: 3/31/07

Angela D Watkins
Notary Public

INSTRUMENT #030035057
RECORDED IN THE CLERK'S OFFICE OF
HANOVER ON
NOVEMBER 18, 2003 AT 12:19PM
FRANK D. HARGROVE, JR., CLERK

BY:

Susan W. Welch

(DC)