

DECLARATION

THIS DECLARATION, Made this 22nd day of June 1988, by ROBERT B. BRAGG, III, and BARBARA M. BRAGG, husband and wife, hereinafter referred to as the "Developer".

WHEREAS, the Developer desires to impose certain protective covenants, reservations, restrictions, and conditions on the lots designated as Lots #1-19, inclusive, as the same are set forth and shown on a certain plat of survey entitled "Cedar Pointe" dated January 4, 1989, made by Tomlin & Keyser, P.C., duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 290, at Page 154 et seq., reference to which plat of survey is hereby expressly made.

WHEREAS, the Developer desires to establish these protective covenants for the enhancement of property values for the residential neighborhood of Cedar Pointe through the controlled development of harmonious architectural styles and appealing home sites. This neighborhood will be enhanced by strict adherence to controls, restrictions, and guidelines established by the Developer.

NOW, THEREFORE, WITNESSETH:

The Developer hereby declares that lots #1-19 inclusive (hereinafter referred to as "lots" as shown on the aforesaid plat of survey shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and conditions set forth herein.

1. All lots shall be used for residential purposes. No business, trade, profession or other enterprise which entails the coming and going of customers, patients, clients, or patrons shall be conducted on any lot. No lot shall be resubdivided; except that a lot may be resubdivided if the resubdivision shall result in the increase in size of the adjoining lots (viz. a lot may be divided into smaller lots upon the condition that the smaller lots shall be added to adjoining lots). No resubdivided lot shall be further subdivided.

2. No public nuisance shall be committed or carried on upon any lot or in any structure thereon. No occupancy of any property shall be permitted or use thereof made, or activity thereon conducted, which may be or become an annoyance, nuisance or hazard to the neighborhood, or impair the values of the property in the subdivision in any manner.

3. Subject to such limitations as may from time to time be set by the Architectural Review Committee (herein "Committee"), and further described in paragraph 14 hereunder, generally recognized house or yard pets may be kept and maintained provided such pets are not kept or maintained for commercial purposes. No pets may be kept on any lot not improved with a residence. All pets must be kept under the control of their owner when they are outside with persons legally on the property and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the Committee, they shall be removed from the property within thirty days after written request to do so. No dog houses, pens, or animal shelters of any kind shall be permitted on any lot unless approved by the Committee in writing.

4. No basement, trailer, doublewide trailer, tent, garage, shack, barn or other outbuilding erected on or moved onto any property in the subdivision shall be used at any time for human habitation either temporarily or permanently; provided, however, that this restriction shall not be construed to prevent the use of a basement for human habitation if the basement constitutes an integral part of a residence constructed or erected in compliance with the terms of this declaration. No house trailer or mobile home shall at any time be parked or placed upon the property, nor upon the road serving the same.

5. No boat, boat trailer, motorhome, or camper of any kind shall be kept at any time on any lot except in a garage or at a boat dock.

6. No structures shall be erected on the lots other than the following: (a) One detached single family dwelling with the following living area, (i) one story having a 2,000 square foot minimum, (ii) a story and one-half having a 2,200 square foot minimum, (iii) two story a having 2,400 square foot minimum; (b) the total living area of any detached single family dwelling shall be exclusive of open porches, closed porches, garages, carports and basements; (c) one garage not to exceed a three car capacity; (d) one guest house containing not less than 600 square feet of living space nor more than 1,000 square feet of living space used exclusively for extending the lodging accommodations for the property owners' family or guests; (e) one other outbuilding, not to be used for human habitation. In any case, there shall not be more than two buildings on any lot. The square footage requirement for living area may be reduced by up to 200 square feet, if and in the opinion of the Committee, an attached garage, porch, wing or carport with proper landscaping, adds enough size and dimension to the house, to make it compatible with other houses in Cedar Pointe.

7. No building, fence, wall, pier, jetty, rip rap, swimming pool, driveway, or other structure shall be constructed, erected, or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until plans and specifications, materials, exterior color scheme, plot plan, location on lot, and grading plat including gardens, shall have been submitted to and approved in writing by the Committee as set forth hereinafter. No dock, wharf, or pier shall be constructed, erected, or maintained adjacent to or abutting any lot, nor shall any addition thereto or change or alteration therein be made until such plans and specifications therefor shall have been submitted to and approved in writing by the Committee as hereinafter set forth.

8. No boathouse shall be erected at any lot, either upon the lot itself or adjoining any lot.

9. Fencing and landscape planting for screening or privacy may be appropriate in certain circumstances, but will be subject to strict architectural review. Screening, either fencing or planting, for the sole purpose of defining property lines will not be permitted. Screening or planting shall not substantially block the views of neighbors. In the event any screening is allowed, plans, specifications and materials must be approved by the Architectural Review Committee. Chain link or wire fencing will not be permitted.

10. No antenna for television or radio reception shall be placed upon any lot without approval by the Committee. Dish antennas will not be permitted.

11. No permanent clothes lines or other exterior clothes drying apparatus shall be placed on any lot.

12. Vegetable gardens may be allowed subject to the Committee's approval in the rear or side yard and will be limited to a reasonable size. No vegetable garden will be allowed in the front yard, the front yard being the yard located between the residence and the roads in the subdivision.

13. No sign shall be placed or displayed on any lot except one each of any of the following: (a) a sign advertising the property for sale, (b) a sign displayed by a builder or contractor during construction, and (c) a sign indicating the names of the property owners. In no case shall any sign erected thereon exceed four square feet in area.

14. The Architectural Review Committee (herein "Committee") shall consist of the Developer, until such time as eight homes are built. At that time the Committee shall be increased to three members, the other two members being lot owners appointed by the Developer. On the sale of the last lot, the Developer,

shall no longer serve as a member of the Committee, the Committee then being made up of three members who are lot owners. These three members to be elected by the lot owners. In the event of the death, disability or resignation of any member of the Committee, the remaining members shall have and may exercise all the rights and authority of the Committee. Any such vacancies on the Committee may be filled by appointees elected by a majority of the lot owners. This Committee of three members shall perform the functions as set forth above with respect to approving plans and specifications. Once construction is started on any residence, the exterior of the residence must be completed within twelve months of the beginning of the construction. The main dwelling must be constructed before the erection of any secondary building, unless approved in writing by the Committee.

If land adjacent to Cedar Pointe is developed, the Developer has the right to make the new section an extension of Cedar Pointe and to be subject to these same protective covenants. This would extend the number of lots in Cedar Pointe and the Developer would continue to serve on the Architectural Review Committee until such time as the additional lots are sold.

The Committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications or locations which in its opinion, are not suitable or desirable for aesthetic or any other reason; and in so passing upon such plans, specifications or locations, it shall have the right to require elevation drawings to scale of the site related to the road and water on which the land fronts, and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook and view from the adjacent or neighboring properties.

All construction on lots shall be reviewed by the Committee. Lot owners desiring to construct any improvement shall submit two copies of each set of plans and specifications, as well as samples of all exterior colors and materials to be included in the proposed construction, to the Committee. Members of the Committee may meet formally or informally to discuss compliance of the submissions with the restrictions of the subdivision. One set of plans and specifications shall be kept on file by the Committee. The other set of plans and specifications shall be returned to the lot owner submitting such plans. Within 30 days of the receipt of the plans and specifications by the Committee, The Committee shall:

- (a) approve the plans in writing;
- (b) deny approval of the plans in writing;
- (c) approve the plans in writing subject to certain conditions or suggested changes.

The Committee shall be indemnified against and shall be held harmless by each lot owner for any legal action caused by errors, omissions or delays caused by its deliberations. Each lot owner acknowledges that the Committee is not responsible for engineering, designing or constructing structures and each lot owner agrees for their respective lot to indemnify and hold the Committee harmless from liability for any such responsibilities.

The thoughtful design and continuity of architecture are important, and in deliberations by the Committee, the following guidelines, (both required and suggested) shall be taken into consideration:

A. House design shall reflect good taste and architectural design. Two story "boxes" will not be allowed, and simple square forms are less desirable than "T" or "L" shapes. Porches, decks, cupolas, and balconies are welcome features. Both hipped and gabled roof forms can be appropriate.

B. The minimum roof pitch permitted shall be 6' in 12' for one story houses and 7.5' in 12' for two story houses except that flat roofs or lesser pitches may be considered if they are part of an outstanding architectural design. They will be reviewed in the context of the total design of the house, its relationship to surrounding houses, and to its site.

C. Windows in the traditional architecture of the area are usually double hung sash, casements, or awning type windows. Their proportion is most often about twice as high as wide. Windows grouped in twos, threes, or bays, or smaller windows in some areas, may give a welcome design charm. Consideration will be given to the overall exterior balance of the house in the placement of windows.

D. Exterior architectural detail including trim and siding shall comply with the architectural theme of design. A basic design may be inappropriate if consideration is not given to such details as trim around windows and doors, at the eaves or gables of roofs, or porch columns, railings or steps. Such consideration does not imply that very elaborate decorative elements are required.

E. Recommended materials are as follows:

1. Foundations and walls should be constructed of masonry brick, stucco or stone. No cinderblock or open pier construction will be permitted.

2. Exterior walls should be constructed of beaded siding, horizontal wood siding, vertical board and batten, brick, or stucco.

3. All roofs should be constructed of wood shingles, slate, tile, standing seam metal or architectural grade 300 pound asphalt and fiberglass shingles. Standard untextured fiberglass shingles will not be allowed.

4. Paint or stain of complimentary color must be applied to all homes. Natural wood siding and semi-transparent stains are generally discouraged, as are bright or jarring colors.

5. Driveways should be constructed of asphalt, concrete, brick or all weather gravel.

6. Walkways and terraces must be constructed of materials of compatible quality to the architectural materials in the house. The recommended construction materials are exposed aggregate concrete, brick, and flagstone or slate set in a cement mortar bed. Any walkway or terrace constructed of any other material must provide for appropriate edging to maintain its structural integrity.

7. The flat surfaces of wood decks and steps may be constructed of unfinished salt treated wood material. All vertical elements visible from the street, such as fascia boards, risers, and railings shall be painted or stained to complement the colors and materials of the house.

8. All garages, guest houses, and outbuildings must be designed and constructed of materials to complement the architectural theme of the residence. Metal sheds will not be permitted.

F. No elevation (front, side, rear) of any residence shall be of substantially inferior appearance than any other elevation of the residence. Since some houses will be viewed from both water and roads, this requires lot owners to give as much attention to the design of the rear and sides of houses as is traditionally given the front.

After review and approval of construction by the Committee, no structure shall be altered, modified or expanded without the written approval of the Committee.

The Committee shall have complete and unfettered discretion in the administration of the controls imposed herein, and anything herein contained to the contrary notwithstanding, the

Committee shall have full authority to waive, modify or amend any requirement herein contained if, in the determination of the Committee, such waiver, modification or amendment would result in more desirable, harmonious and attractive development of the subdivision.

15. Each owner is responsible for maintaining his lot in a clean and neat appearance prior to, during, and after construction, of any structure thereon, to include mowing of grass as needed or as directed by the Committee. An adequately sized trash container shall be placed on the lot during construction. All construction material shall be stored solely on the respective lot. Any damage to the road base or shoulders shall be repaired by the owner causing the damage. Trash and construction debris shall be removed as required or as directed by the Committee. The Committee is authorized to enter onto any lot to cause such work to be performed at the owner's expense in order to bring the lot into compliance.

16. All trash and garbage shall be kept from public view and in sanitary containers. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Unlicensed vehicles shall not be kept on the property. All lots shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Committee shall automatically have the right to cut the grass on any lot once the grass exceeds a height of one foot. The reasonable cost for the cutting of the grass and any related costs associated with the billing for this action shall become the responsibility of the respective lot owner. Driveways must be kept in good repair and free and clear of grass and weeds. The bank on lots 1-10 is to be kept clear so as not to obstruct views of neighbors and trees are to be kept off the slope so as not to weaken the bank.

17. All driveways leading from any main roads must use concrete culverts of sufficient diameter to meet the Virginia Department of Highways and Transportation's standards. Where common drives are shown on the plat, only one drive will be constructed, and only one access from the main road. The common drive shall be maintained equally by the lot owners using the drive. The Developer shall build roads in the subdivision as shown on the aforesaid plat of survey to meet the state specifications of the Virginia Department of Highways and Transportation, including, hard surfacing. Once the Developer has constructed the roads as described herein, in accordance with this provision, the Developer shall have no further obligation to maintain or repair the roads, and it shall be the responsibility of the lot owners to maintain the aforesaid roads and ditches alongside the roads including grass cutting, until such time as the roads may be taken into the Virginia State Highway System.

18. Easements for the installation and maintenance of utilities and drainage facilities are expressly reserved as shown on the aforesaid plat of survey. Unless otherwise indicated on the aforesaid plat of survey, there shall be a 15' easement along the sideline of each lot and a 15' easement along the roadfront boundary of each lot in the subdivision for the installation of utilities and drainage facilities. The Developer has the right to grant easements or designate land for common areas, except to the extent waived in writing by the Developer, for the benefit of present or future lot owners.

19. All electricity, telephone, cable TV, and any other utility wires extending from public utility easements to improvements on the lots shall be buried or otherwise placed underground at the expense of the lot owner.

20. All lot owners shall be required to hook on to the central water system.

21. If any of the covenants, conditions, reservations and restrictions as set forth herein shall be violated or attempted to be violated, the Committee, or any individual lot owner or owners of property in the subdivision shall have the right to institute proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin and restrain such violation, or attempt to recover damages therefor. Failure by the Committee, or by any individual lot owner or owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

22. In the event any owner fails to discharge his responsibilities as intended in the protective covenants, the Committee after 15 days notification to the owner, shall have the right to enter upon the lot to perform necessary maintenance, repairs, and restoration or to remove any offending material or object. Such action shall not be deemed as a trespass and the cost of same, when performed by the Committee or its designees shall be the responsibility of the lot owners.

23. Invalidation of any one or more of these covenants, conditions, reservations and restrictions by judgment; decree or other court order shall not in anyway affect any other covenants, conditions, reservations, and restrictions herein contained, which shall remain in full force and effect.

24. The covenants, conditions, reservations, and restrictions set forth herein shall run with the land and shall be binding for twenty-five years from the date of recordation hereof, after which time the covenants, conditions, reservations,

and restrictions shall be automatically extended for successive ten year periods, unless and until an instrument signed by all of the owners of lots in this subdivision is recorded in the Clerk's Office of Lancaster County, Virginia.

WITNESS the following signatures and seals:

_____(SEAL)
Robert B. Bragg, III

_____(SEAL)
Barbara M. Bragg

STATE OF VIRGINIA
COUNTY OF LANCASTER, to-wit:

The foregoing writing was acknowledged before me this ____
day of _____, 19 __, ROBERT B. BRAGG, III.

My commission expires: _____, 19__.

Notary Public

STATE OF VIRGINIA
COUNTY OF LANCASTER, to-wit:

The foregoing writing was acknowledged before me this
____ day of _____, 19 __, by BARBARA M. BRAGG.

My commission expires: _____. 19 __.

Notary Public

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