

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Section Four, Autumn Ridge

THIS DECLARATION, made this 20th day of August, 1998, by AUTUMN RIDGE DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant", provides:

1. The Declarant made a Declaration of Covenants, Conditions and Restrictions for Section One, Autumn Ridge, Stafford County, Virginia which is recorded in Stafford Deed Book 1154 Page 630, amended in LR960007979 and amended a second time in LR9600 13493.
2. The Declarant made a Declaration of Covenants, conditions and restrictions for Section 2, Autumn Ridge. Stafford County Virginia which was recorded at LR9700006958.
3. The Declaration provides in Article VIII, Section 4b that additional land within the area described in the deed recorded in Deed Book 1149 Page 80 may be annexed by the Declarant within ten years of the initial declaration.
4. Sections Four. Autumn Ridge, as described herein, is within such property.

WHEREAS, Declarant is the owner of certain property in Hartwood Magisterial District. Stafford County, Virginia, more particularly described as:

All that certain tract of land situate, lying and being in Hartwood Magisterial District, Stafford County, Virginia, containing 16.0739 acres as shown on plat of Section Four, Autumn Ridge by Harry A. V. Lundstrom, Jr., dated December 3, 1997, recorded in Stafford plat book 32 pages 24-26

NOW THEREFORE, Declarant hereby declares that the property described above shall be held, sold or conveyed subject to the following easements, restrictions, covenants and conditions. which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Autumn Ridge Homeowners' Association, a Virginia non-stock corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons, or entities, of a fee simple title to any Lot in any section of Autumn Ridge, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the real property described in the Declarations of Covenants, Conditions and Restrictions for all sections of Autumn Ridge.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) in all sections of Autumn Ridge owned by the Association for the common use and enjoyment of the Owners. The Common Area is described as follows:

I. All those two certain lots or parcels of land situate, lying and being in Hartwood Magisterial District, Stafford County, Virginia, shown as "Parcel A 5.3036 acres; reserved for storm water management purposes" and "Common Area 3.0896 acres Parcel B" on Plat by Harry A. V. Lundstrom, Jr., dated April 20, 1995, recorded in Plat Book 28 Page 175 et seq. among the land records of Stafford County, Virginia.

Subject to the rights and responsibilities set forth in an agreement between Autumn Ridge Development Corporation and Autumn Ridge Homeowners Association in which Autumn Ridge Development Corporation reserved the right and easement in perpetuity to the use of the excess capacity in the storm water detention facility. Autumn Ridge Development Corporation may assign or convey portions of this right and easement to others, and Autumn Ridge Homeowners Association assumes all of the after-construction obligations of the "landowner" in agreement with Stafford County for maintenance, repair and replacement of the storm water detention system.

II. All those two certain lots or parcels of land situate, lying and being in Hartwood Magisterial District, Stafford County, Virginia shown as Parcel 2 containing 0.0230 acres and Parcel 3 containing 1.9176 acres on plat by Harry A. V. Lundstrom, Jr., recorded in Plat Book 27 Page 280.

Parcels of I and II being the same property conveyed by Deed of Gift to Autumn Ridge Homeowners' Association, a Virginia corporation, by deed recorded in LR96000007980.

III. All those four certain lots or parcels of land situate and lying in being Hartwood Magisterial District shown as Parcel D containing 0.2443 acres, Parcel E containing 0.8005 acres Parcel F containing 0.5 197 acres and Parcel G containing 2.3 532 acres on Plat of Section Four, Autumn Ridge recorded in Stafford Plat book [REDACTED] pages [REDACTED] (THESE ARE BLANK IN THE HARD COPY)

Parcel III being the same property conveyed by deed of gift Autumn Ridge Association, a Virginia Corporation by deed which is to be recorded contemporaneously herewith.

The Association shall maintain the cemetery within the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner & Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area,

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner of any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every 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.

Section 2. 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(s) shall be the Declarant and shall be entitled to three (3) 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 votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on July 1, 2004.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. This includes, without limitation, maintenance of the storm water detention system in accordance with an agreement with Stafford County and maintenance of the cemetery within the common area.

Section 3. Maximum Annual Assessment.

- (a) Until June 30, 2001, the maximum annual assessment shall be \$400.00 per lot.
- (b) After June 30, 2001, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.
- (c) After June 30, 2001, the maximum annual assessment may be increased more than 5% above the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Initial Assessment. In addition to the annual and special assessments, whenever the Declarant (who is the Class B member of the Association) conveys a lot (other than a lot for which the initial assessments provided in this section have been previously paid), the purchaser

(who becomes a Class A member of the Association by purchasing a lot) shall pay at settlement, in addition to the purchase price:

(a) \$75.00 as an initial contribution to the association (in addition to the prorated annual assessment for the current year).

(b) The portion of the current year's annual assessment prorated from the settlement date until the following June 30 (by pro-rata at settlement).

Section 5. Special Assessments for Capital Improvements. In addition to the annual and initial assessments authorized above, 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 of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, involving fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

The Board of Directors may establish a reserve fund for replacement, repair, and maintenance of Common Areas, payable in regular installments, rather than by special assessments.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of the members taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate Assessment: Exception for Declarant: Declarant's Responsibility For Shortages. Both annual and special assessments must be fixed at uniform rate for all Lots and may be collected on an annual or a monthly basis; except:

(a) Lots owned by the Declarant (except any lot owned by the Declarant on which a house has been completed) shall be assessed at 25% of the otherwise applicable assessments; and

(b) The Declarant shall be responsible for finding any shortfall in the budget of the association until the Class B membership ceases.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in this section on the day the plat of this section is recorded. The first annual assessment shall be adjusted according to the number of days remaining in the current dues year (until the following June 30th). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due 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.

Section 9. 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 6 percent per annum. The Association shall be entitled to collect all costs and reasonable attorney's fees in enforcing its claims. Any unpaid amount, including interest, costs and attorney's fees shall be a lien upon the Lot with respect to which it is unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, it may enforce its lien against the Lot pursuant to the Virginia Property Owners Association Act, the Subdivided Land Sales Act, or the general equity powers of the Circuit Court of Stafford County, Virginia in enforcing the lien created herein. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage having priority over this lien or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Requirement for Plan Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location, color(s) and lighting of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Land Use and Building Type. No principal structure shall be erected, altered or permitted to remain on any Lot other than a single residence not to exceed two and one-half stories in height and a private garage. The Declarant may authorize up to 2 lots in Section Four to be less than 1,800 square feet but no less than 1,600 square feet. For all lots other than the 2 lots of Section Four so designated by the Declarant, the minimum square footage for all homes shall be as follows:

- A. All ramblers must be a minimum 1,600 finished square feet.
- B. All other houses shall have a minimum 1,800 finished square feet.

All of the foregoing dimensions are exclusive of porches, carports and garages. The Board or its Architectural Committee may grant variances from these minimum square footage requirements when, in its discretion, the proposed house is both suitable for and attractive on the lot for which it is proposed. All residences and garages shall have at least a 5/12 roof pitch unless the Board or its Architectural Committee expressly states otherwise in its approval of the plans and specifications.

Section 3. Construction Materials. All residences shall be constructed of wood, aluminum, vinyl, or manufactured masonry, brick, stone, a combination of such materials, or other materials approved by the Board or its Architectural Committee. An exposed foundations must be:

- (i) encased in brick or stone on all sides; or
- (ii) parged and painted if constructed of block or smooth concrete, or
- (iii) painted if constructed of poured brick pattern concrete; or
- (iv) of materials specifically approved for the house by the Architectural Committee.

Any garage located on any Lot shall conform in architectural design and material to the residence which it serves.

Section 4. Completion of Construction. 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. A construction entrance to the Lot shall be installed prior to the commencement of construction of a residence. Residences may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the Owner shall maintain, and require his contractor to maintain, the building site in a reasonably clean and uncluttered condition, which shall be deemed to include the requirement that the job site be cleared of trash and debris each day at the close of business. Within one week after the completion of any construction, all 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, weather and growing seasons permitting. Proper erosion prevention methods must be used to avoid erosion on lots at all times, both during construction and after construction has been completed.

Section 5. Other Buildings. No storage shed, barn or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently, without the express written consent of the Board or its Architectural Committee, provided however, that the Declarant may place temporary outbuildings on the Properties in connection with (a) the construction, development or repair of the Properties and (b) the promotion of its sales program. The architectural style, color and building materials of any storage shed, garage or other such structure shall conform to the residence which it serves.

Section 6. Parking. Each Owner shall construct and maintain suitable and adequate off street parking spaces on his Lot prior to the occupancy of the residence to be constructed thereon. Each lot must have a two car garage constructed when the principal residence is constructed.

Section 7. Fences and Retaining Walls. No fence shall exceed 8 feet in height at any location on a Lot, nor shall a fence extend beyond the front building line of the residence it serves. All retaining walls built for landscaping purposes shall be composed of brick, stone, wood timbers or other material approved by the Architectural Committee. The erection of all such structures and the materials to be used in their construction shall be subject to the prior approval of the Board or its Architectural Committee.

Section 8. Limited Liability. In connection with all reviews, acceptances, permissions, consents, waivers or required approval by or from the Board of Directors or Architectural Committee, neither the Declarant nor the Association or its Board or Architectural Committee nor 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 entity arising out of or in any way relating to, the subject matter of any such review, acceptance, permission, consent, waiver or required approval, whether granted or withheld.

ARTICLE VI

LOT USE AND MAINTENANCE

Section 1. Subdivision of Lots Prohibited. No Lot shall be so subdivided as to increase the number of Lots. No more than one residence shall be constructed on any one Lot as shown on the Plat, provided however, that a single residence may be constructed on one or more Lots or a Lot and a portion of another Lot. Each Lot shall be used only for those purposes permitted in the Stafford County zoning ordinance in areas zoned single family detached dwellings (including, without limitation, model homes).

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. In particular, no trash or garbage shall be burned on any Lot.

Section 3. Upkeep. All Owners shall keep their Lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. The height of the grass shall not exceed six inches. All improvements on the Property shall be kept in good repair and, where necessary, painted on a regular basis.

Section 4. Temporary Structures. No structure of a temporary character, nor any trailer, tent, shack or other like structure shall be placed on any Lot at any time, provided that construction trailers are allowed on the Property for the purpose of sales or construction supervision, subject to the reasonable control of the Committee.

Section 5. Animals. No animals shall be kept, bred, or maintained for commercial purposes. Pets are permitted provided they remain on the Owners' Lot (except when on a leash or otherwise in the immediate control of the Owner) and provided they do not produce odors or noises which are annoying beyond the Lot lines.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except (i) one (1) sign not exceeding six square feet advertising the Property for sale or rent and, (ii) one (1) sign not exceeding one and one-half (1.5) square feet, and not exceeding three feet (3') in height or length which identifies the residence.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

Section 8. Driveways. No driveway shall be constructed on any Lot in such a manner as to obstruct or interfere with the normal drainage of the adjacent Street or adjacent Lots, nor shall any Lot Owner allow dirt or other solid material to wash from his Lot. The Owner is responsible to see that any mud or debris which is left on the State or private roadway as a result of the construction on his lot or traffic to his building site is removed immediately from the roadway. All driveways and roads located on any Lot must be properly drained and must be paved with asphalt or concrete. A concrete or metal culvert pipe, as required by the Virginia Department of Transportation (VDOT) to allow proper drainage shall be installed before the construction of the driveway.

Section 9. Vehicles. Boats, 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 in good repair, licensed and are parked at least 25 feet from the nearest street. No disabled vehicles 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 without the approval of the Board or its Architectural Committee which may establish - reasonable conditions for location, screening and otherwise in granting its approval), provided that commercial vehicles may remain temporarily on the Property in order to furnish necessary services to an Owner. All vehicles parked on the Property must have current county and state licenses at all times, except an unlicensed, disabled, antique or specialty vehicle which is being restored may be kept on the Property so long as such vehicle is parked in an enclosed garage.

Section 10. Antenna and Solar Collectors. Only typical, conventional television and FM receiving antennas are permitted to be placed on the Property. They may not extend higher than the highest ridge line of the roof. The definition of typical, conventional receiving antenna shall not be interpreted to include satellite dishes which exceed 4 feet in diameter. Only solar collectors or panels which cannot be viewed from any street may be installed and maintained on a Lot.

Section 11. Swimming Pools. One swimming pool may be constructed and maintained on a Lot, provided that the following conditions are met:

(i) The design, excavation and building plans are first approved by the Committee;

(ii) Any mechanical equipment used to operate and maintain the pool shall be screened from the view of adjacent Lots by appropriate landscaping or fencing;

(iii) Any above ground pool is located in the yard behind the residence and screened from view from all streets. Fencing with 8' tall opaque fencing shall be deemed to satisfy the screening requirement. If state law or local ordinance prohibits 8' tall opaque fencing, then the fencing shall be the maximum height permitted by state law or local ordinance and shall be opaque, if permitted by the same.

Section 12. Street Lights. The Declarant will establish a street lighting system within the Virginia Power easement on the lots and common areas. No pole shall be moved and no light shall be turned off without the prior consent of the architectural control committee. The Association shall pay for electricity and for the portion of the maintenance of this system which is the obligation of the customer (as opposed to the obligation of the utility).

Section 13. Mailboxes. Mailboxes must conform to standards set forth by the Architectural Review Committee.

Section 14. Landscaping. The builder-initial Owner will put two trees in each front yard. Each tree must have a minimum two inch diameter. In addition to the trees and fine grading and seeding, the builder-initial Owner will spend a minimum of \$250.00 in landscaping.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. The Declarant reserves unto itself and to its successors and assigns (including, but not limited to GTE, Virginia Power, Commonwealth Gas Services, Inc., the Virginia Department of Transportation and the County of Stafford, Virginia) the following perpetual and alienable easements:

(a) A slope, drainage and utility easement of 15 feet on the front property lines of all Lots, and drainage and utility easements of 15 feet on the rear property lines of all Lots, and 7.5 feet on the side lot lines of all Lots (or as shown on the Plat or on any duly recorded easement agreement) for the installation and maintenance of gas, electrical, cable television and telephone poles, wires, cables, conduits, drain culverts, and oilier suitable equipment, for the conveyance and use of electricity, telephone equipment, gas, natural surface drainage or other public convenience.

(b) The Declarant further specifically reserves for GTE the right to construct, operate, and maintain a communication system consisting of such buried and overhead cables, and wires, terminals and location markers, as from time to time required.

(c) The Declarant also specifically reserves for Virginia Power, the right to construct, operate and maintain buried and overhead electric lines within said easements.

(d) The Declarant further reserves for itself, its successors and assigns, the perpetual right to lay, install, construct, operate and maintain one or more lines of buried and overhead conduits and cable and other usual fixtures and appurtenances as may be necessary for the purpose of transmitting and distributing television and other communications or information signals; provided, however, that any underground line placed on the Property must be buried within 30 days from so being placed. No utility company claiming the benefit of this easement may exercise any rights herein reserved without first obtaining the written permission of the Declarant to enter the Property for such purposes.

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

(f) These easements and rights expressly include the right to cut any trees, bushes or 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 licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. The right reserved by the Declarant herein includes the right to execute the standard utility easement agreements used by the utility companies servicing the property affected by this Deed of Dedication.

Section 2. Easements Shown on Plat. In addition to the easements reserved herein, the Property is also subject to any and all additional easements shown on the Plat.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. Until the sale of the first lot in this section of Autumn Ridge with a house for which an occupancy permit has been issued, the Declarant, acting alone, may amend this Declaration of Covenants, Conditions and Restrictions for this section of Autumn Ridge. Thereafter, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. This Declaration may also be amended at any time by the Declarant acting alone for the purpose of conforming to the requirements of any regulatory agency. Any amendment must be recorded.

Section 4.

(a) Annexation by Members. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Staged Development by Declarant. Additional land within the area described in the deed recorded in Deed Book 1149, Page 80 et seq. of the land records of Stafford County, Virginia may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument provided that:

(i) The time limit for submitting additional land must not exceed five (5) years after the last date on which an annexation document adding additional land was recorded; and

(ii) If FHA or VA approval is required, the FHA and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them.

(c) In the event of either annexation by the members or staged development annexation by the Declarant:

"Owner" shall mean and refer to the record Owner, whether one or more persons, or entities, of a fee simple title to any Lot in any Section of Autumn Ridge, excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to the real property described in the Declarations of Covenants, Conditions and Restrictions for all sections of Autumn Ridge.

"Common Area" shall mean all real property (including the improvements thereto) in all sections of Autumn Ridge owned by the Association for the common use and enjoyment of the Owners.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of any section of Autumn Ridge with the exception of the Common Areas and areas dedicated to public use.

The Declarant reserves the right to impose covenants, conditions and restrictions which have different terms from those herein upon such additional land except:

1. Assessments shall be:

and (i) Adequate to both maintain Common Areas and replacement reserves,

(ii) Uniform;

and 2. The future improvement of adjoining land will be comparable in style, quality, size and cost with preceding sections.

Section 5. 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 Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Limitation on Contracts by Board of Directors. The Association may terminate management contracts entered into by the Board of Directors, without the payment of a termination fee, with cause, on thirty (30) days written notice.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of August, 1998.

AUTUMN RIDGE DEVELOPMENT CORPORATION

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BY: Michael A. Revell President

WORKING COPY - SEE ARTHOA SECRETARY FOR ORIGINAL LEGAL DOCUMENT
STATE OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 20th day of August, 1998 by Michael A. Revell, President of Autumn Ridge Development Corporation.

NOTARY //S//

My Commission Expires: 2/28/2001

