



STAFFORD COUNTY CIRCUIT COURT

Prepared by and Return to:
 H. Glenn Goodpasture, VBB #15459
 Goodpasture, Purvis & Frackelton, P.C.
 1602 William Street, Fredericksburg, VA 22401
 Title Insurance: Unknown

tax map no(s): 35H-1-17
35H-A ; 35H-B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLEWOOD ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 ("Declaration"), made this 1st day of May, 2013, by **SES PROPERTIES I**
LLC, a Virginia limited liability company, being the owner ("Declarant")

RECITALS:

A. Declarant is the Owner of a parcel of land located in Stafford County, Virginia, more commonly known as Bridlewood Estates (the "Property"), as shown on that certain plat entitled "Bridlewood Estates Plat of Subdivision, Dedication and Various Easement", prepared by AES Consulting Engineers, dated November 1, 2007, as last revised, and recorded in the Clerk's Office of Stafford, Virginia (the "Clerk's Office") as PM090000074 (the "Plat").

B. Declarant desires to protect and enhance the value of the Property by imposing on and reserving for the benefit of the Property and the owners of the Property the following covenants, restrictions and easements.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, easements and restrictions, which shall be deemed covenants running with the land:

ARTICLE 1
DEFINITIONS

1.1 "Association" shall mean and refer to the Bridlewood Property Owners Association, Inc., a Virginia non-stock corporation, which shall be formed pursuant to Article 5 below.

1.2 "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of Stafford County, Virginia.

1.3 "Common Area" shall mean and refer to the areas designated as: i) Parcel "A", being 7.235 acres and ii) Parcel "B", being .293 acres dedicated as ingress-egress easement to benefit Parcel 35-41G, each as shown on the Plat.

14
 3500

1.4 "Declarant Control Period" shall mean the period beginning on the date of the recording of this Declaration and ending when Declarant no longer owns any interest in the Property unless sooner terminated by Declarant as evidenced by a written instrument recorded in the Clerk's Office or delivered to the Association. In such event, the approval authorities vested herein in the Declarant shall pass to and be exercised by the Association.

1.5 "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

1.6 "Lot" shall mean and refer to any of the subdivided lots described as Lots 1 through 17 on the Plat.

1.7 "Mortgagee" shall mean and refer to any bona fide institutional lender, insurer or guarantor of a first priority deed of trust or mortgage now or hereafter affecting a Lot for the purpose of securing a loan or indebtedness made, insured or guaranteed by such institutional lender, insurer or guarantor.

1.8 "Owner" shall mean and refer to the record owner, other than the Declarant, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest in the Lot merely as security for the performance of an obligation.

1.9 "Plat" shall mean that certain plat entitled "Bridlewood Estates Plat of Subdivision, Dedication and Various Easements", prepared by AES Consulting Engineers, dated November 1, 2007, as last revised, and recorded in the Clerk's Office of Stafford, Virginia as PM090000074.

1.10. "Sign Easement" shall mean and refer to that certain sign easement upon Lot 17 at the entrance to the Property as shown on the Plat

ARTICLE 2

USE OF LOTS

2.1 Prohibited Uses and Nuisances. Except for: i) the activities of the Declarant during the development, sales and construction of the Property; ii) those activities as may be necessary in connection with the initial construction by an Owner of a Dwelling or Accessory Structure (see 2.1 (a)); iii) such reasonable and necessary repairs or maintenance to any Dwelling and/or Accessory Structure or iv) such activity approved by the Declarant and thereafter the Association if so formed or upon the Common Area:

(a) No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and accessory structure(s), such as a guest house, as may be allowed by the Stafford County Code, a private, in-ground swimming pool, other recreational facilities, garden or storage sheds and motor vehicle garage (collectively "Accessory Structure"). All above grade Accessory Structures must use the same exterior materials as the single-family Dwelling on the Lot.

(b) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done therein or thereon, which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements.

(c) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Dog kennels or doghouses are prohibited. Notwithstanding the above, one or more horses may be kept on Lot 17, if permitted by Stafford County regulations; if housed in an appropriate barn; and if kept in compliance with the other provisions of these Declarations.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any Lot.

(e) Except as herein elsewhere provided, no unlicensed or junk vehicle and no trailer (except for such equipment and machinery as may be reasonable, customary and usual in connection with the construction of any Dwelling and/or Accessory Structure and further, except any trailers, campers or boats that are screened from view from the street and adjoining Lots) shall be kept upon any Lot nor (except for bona fide emergencies) shall the repair or extraordinary use of automobiles or other vehicles be carried out thereon.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers or plastic bags.

(g) No Lot shall be divided or subdivided in such a manner as to create an additional lot and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided however, this shall not preclude boundary line adjustments between Lots that are fully compliant with Stafford County ordinances. No portion of any Dwelling (other than the entire Dwelling) shall be leased. The restrictive provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other person for any purpose not inconsistent with the purpose of this Declaration.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground except that cables reasonably required for satellite dishes provided for under the 1996 Telecommunications Act shall be herein allowed.

(i) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(j) No clear cutting of existing vegetation shall be permitted on any Lot except as that is required by the approved lot grading plan made part of the building permit process for a Dwelling unit and/or Accessory Structure.

(k) No structure of a temporary character, and no tent, barn, kennel, run, stable or outdoor clothes line shall be erected, used or maintained on any Lot at any time, other than a barn for horses on Lot 17, if approved according to Article 2.4(d) hereof.

(l) Except for entrance signs, directional signs, signs for traffic review or safety, and such promotional sign or signs as may be maintained by the Declarant, Declarant's sales representative or a builder approved by the Declarant to build Dwellings upon one or more Lot(s) (said builder(s) must have their signage approved by Declarant), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling; provided, however, that one temporary real estate sign not exceeding five (5) square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling.

(m) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No storage shall be allowed outside of a fenced rear yard.

(n) No outside television, radio or other aerial, dish or antenna for either reception or transmission, shall be maintained upon any Lot, except that such aerials or antennae may be erected and maintained within the Dwellings located upon the Property. Notwithstanding the prohibition for external aerials, dish or antennae, so long as the Federal 1996 Telecommunications Act (and its amendments and supplements) ("Act") shall so provide, a satellite dish as contemplated and defined by said Act shall be permitted on the Lot.

(o) Any fence constructed upon the Property shall not extend beyond the front building line of the Dwelling on the Lot upon which any such fence is erected. No fence shall be more than five (5) feet in height. Chain link and other wire fencing is specifically prohibited other than for the use around an Owner's tennis court(s) or similar recreational facilities; any such approval for a chain link or wire fence shall specify that

all the metal is vinyl clad in either green or black. The erection of all fences shall be subject to the provisions of this Article and the design and placement of such fencing shall be approved in writing by Declarant in its sole discretion prior to installation of the fence.

(p) It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot.

(q) Swimming pools, Jacuzzis, whirlpools or spas shall be erected, constructed or installed in accordance with the ordinances of Stafford County and be located only in the rear yard of any Lot. No above-ground swimming pools shall be permitted on any Lot. This provision shall not prohibit the use of portable "kiddie" pools. Pool fences shall not be chain link or wire in nature.

(r) No jungle gyms, swing sets, or similar playground equipment shall be erected or installed on any Lot, except in the rear yard; provided, however, that basketball goals may be constructed, erected or installed in a side or rear yard of any Lot.

(s) No mail box or paper holder (including any labels, letters or numbers thereon or affixed thereto) shall be placed on any Lot unless its design and placement are approved in writing by Declarant in its sole discretion. Declarant may publish one or more acceptable mail box and/or paper holder designs which, if adhered to by an Owner, will preclude submission of design drawings to Declarant.

2.2 Residential Use - Leasing. All Dwellings shall be used for private residential purposes exclusively. Any Owner who leases his Dwelling shall provide a copy of such lease to the Declarant. Any and all lessees shall acknowledge within their applicable leases the receipt of a copy of this Declaration and their intention to comply with all provisions of said Declaration. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or Dwelling for promotional or display purposes, or as "model homes" as the same may be built and operated by a builder(s) approved by the Declarant, a sales office, construction office or the like.

2.3 Business Use.

(a) No regularly recurring garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity conforms to the zoning ordinance of Stafford County and to all zoning requirements for the Property and Lot; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Lots and (iv) the business activity is consistent with the residential

character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property.

(b) The terms "business" and "trade", as used in this section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

(c) Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Property or its use of any Lots, which Declarant or builder owns within the Property.

2.4 Architectural Design Requirements.

(a) The minimum permissible total square feet of heated living space above grade shall be: i) 2,400 square feet for a single level Dwelling and ii) 3,200 square feet for a two-story Dwelling, excluding basement or garage.

(b) All dwellings shall have a garage. All garages shall accommodate a minimum of two automobiles. All garages must be designed to be a "side load" rather than a "front-load" entry, if permitted by the siting characteristics of the individual Lot. Any front load garages shall be approved by the Declarant prior to construction. Each side load garage shall have multiple windows in the "front" plane of the garage to enhance the streetscape of the Dwelling.

(c) All Dwellings shall have the following:

(1) All exposed foundations in the front of the Dwelling shall be covered with a stone or brick veneer;

(2) If siding is used, it shall be: i) a 6" beaded, wood-grained, vinyl siding or ii) a wood-grained hardi-plank material. If a Dwelling is to have an otherwise all siding front elevation, a water-table of brick or stone shall be incorporated into the elevation;

(3) A minimum 8:12 pitch roof for all roof elements;

(4) Shutters for all Dwellings with siding;

(5) The first 100' of driveway from any street to the Dwelling shall be paved asphalt or concrete;

- (6) Minimum one foot (1') overhang for all roofs;
- (7) The finishing material for all exterior steps and risers visible from the street fronting the dwelling shall consist of slate, stone or brick and not wood or concrete;
- (8) The material for the finished surfaces of front porches shall consist of slate, brick, stone or concrete and the façade of the porch shall be brick; and
- (9) All fiberglass and asphalt roofing shingles must be of a textured, heavy dimensional nature and shall be approved by the Declarant as to color, weight and appearance.
- (d) No Dwelling or Accessory Structure may be erected, placed or altered on any Lot, until the construction plans and building specifications including all colors and textures and a sample of all exterior materials has been approved by the Declarant. In addition, a site and grading plan for the Lot and the proposed improvements showing: (i) the location of all existing and proposed improvements on the Lot; (ii) the grade elevation of the first floor, the garage floor, each corner of the proposed improvements and the driveway, together with a plan elevation of each side of house (i.e., rear, front and side elevation), and (iii) the type and color of all exterior materials shall have been approved in writing by the Declarant in its sole discretion.

ARTICLE 3

COMMON AREA

3.1 Grant of Undivided Interest in Common Area. The Declarant shall convey, free of encumbrances, the Common Areas shown as Parcel "A" of 7.235 acres, and Parcel "B" of 0.293 acres, to the Association, subject, however, to the right of ingress-egress upon, over and through Parcel "B" to benefit the current and future owners of Parcel 35-41G as the same is shown on the Plat. Notwithstanding this easement reservation upon Parcel "B", neither the Owners, the Association or the Declarant shall have any obligations for the design, construction and/or maintenance of any improvements upon Parcel "B" for the benefit of Parcel 35-41G; all such improvements upon Parcel "B" shall be made in full compliance with all applicable Stafford County and/or Virginia Department of Transportation requirements. Parcel "A" shall be conveyed subject to the access easement to Parcel 35F-B and the cell tower site thereon, as shown on the Plat and described in Instrument #000000315 as recorded in the Clerk's Office.

3.2 Restrictions on Use of Common Area. With the exception of the Parcel "B" easement, and the Parcel "A" easement, the Common Area shall be used solely for the passive recreational enjoyment of the Owners, and their guests. No buildings, structures or other obstructions may be constructed on any part of the Common Area. The Declarant, the Owners and the Association shall at all times have the right to keep the Common Area in good order and repair and clear of all buildings, structures and other obstructions.

3.3 Private Rights. The Common Area is private and shall be maintained in perpetuity exclusively by the Association for the benefit of the Owners. Nothing contained herein shall be construed as or deemed to create any rights in the general public with respect to any portion of the Common Area.

ARTICLE 4

SIGN EASEMENT

Restrictions on Use of the Sign Easement. The Sign Easement shall be used solely for the installation, construction, maintenance and repair by the Association of the entrance feature (neighborhood sign) for Bridlewood Estates (including landscaping) (collectively, "Entrance Feature"). No buildings, structures or other obstructions may be constructed on any part of the Common Area. The initial construction and landscaping of the Entrance Feature shall be done by the Declarant.

ARTICLE 5

FORMATION OF ASSOCIATION

5.1 Formation and Purpose. Declarant shall form the Association and charge it with the responsibility of maintaining the Common Area, enforcing the provisions of this Declaration and such other responsibilities as Declarant deems appropriate, provided that such responsibilities are consistent with the intent of this Declaration. All Owners of lots shall be Members of the Association and bound by its Articles of Incorporation, Bylaws and rules and regulations to the extent not inconsistent with this Declaration (collectively, the "Association Documents"). If any provision of the Articles of Incorporation or Bylaws of the Association are inconsistent with the provisions of this Declaration, the provisions of this Declaration shall control.

5.2 Every Owner of a Lot shall be a Member of the Association. Each Owner's membership shall be appurtenant to and may not be separated from the ownership of the Lot. The Declarant shall be a member of the Association for the period provided for below.

(a) The Association shall have two classes of voting membership:

(1) Class A members shall be all Owners of Lots, 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 among themselves determine, but in no event shall more than one vote be cast on behalf of any Lot.

(2) The Class B member shall be the Declarant, which shall be entitled to a total number of votes equal to twice the total number of votes of all Class A Members plus one additional vote. The Declarant's Class B membership and its accompanying voting rights shall cease and terminate on the happening of any of the following events, whichever occurs earliest:

- i. When the Declarant has conveyed title to all of the Lots.
- ii. On December 31, 2020.
- iii. When the Declarant, in its sole discretion, determines to withdraw from Declarant status and from Class B membership in the Association and so notifies the Association in writing.

(b) The Members shall be entitled to vote for the election of directors and on such other matters for which a membership vote is required under the Virginia Non-Stock Corporation Act, as amended, the Articles of Incorporation of the Association, and the Bylaws of the Association or this Declaration.

5.3 The Association shall operate and maintain, without profit to itself and for the use in common of all Members of the Association, all Common Areas (but not including the ingress-egress easement areas through Parcels "A" and "B") and the Stormwater Management Areas as described in paragraph 5.4 hereof, as provided in paragraph 3.1 hereof, and facilities and improvements thereon, including drainage facilities, landscaping, stormwater system, and other service facilities that the Association determines to develop. In addition, the Association shall be authorized to receive and hold title to real and personal property to be devoted to the use in common of the Members.

In the event that the need for maintenance or repair of any Common Area or the facilities or improvements thereon or Sign Easement Area occurs because of the willful or negligent act of a lot Owner, his family, guests, invitees or licensees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which his or her residential lot is subject.

(a) The Association shall pay any real and personal property taxes and other charges assessed against property that it owns, whether personal or real.

(b) In its discretion, the Board of Directors may maintain a policy or policies of liability insurance, insuring the Association, the Declarant, their agents, guests, invitees and licensees, and the Owners of the Lots, against liability to the public, or to such Owners, their guests, invitees and licensees, incident to ownership of or use of any Common Area.

5.4 The Declarant, for each Lot within the Property, 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, shall be deemed to covenant and agree to all the terms and conditions of this Declaration and to pay to the Association: (i) Annual assessments or charges, and (ii) Special assessments or charges for capital improvements, such assessments to be fixed, established and collected as hereinafter provided, subject to the provision that no residential lot owned by the Declarant shall be subject to any annual or special assessment or any charges for capital improvements. The annual and special assessments, together with interest thereon and costs of collection therefore (including reasonable attorneys' fees) shall be a charge and continuing lien upon the Lot and

improvements thereon against which such assessment is made. Each such assessment, together with interest thereon at the legal judgment rate and costs of collection therefore, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

a. The Assessments levied by the Association shall be used exclusively (i) to promote the health, comfort, safety, recreation and welfare of the residents of the residential lots, (ii) to improve and maintain the Common Areas, if any, (iii) to provide services that the Association is authorized to provide, (iv) to pay reasonable expenses incurred by the Association in carrying out its duties hereunder, including, but not limited to, the payment of taxes and insurance on property owned by the Association, the cost of replacements, maintenance, repairs and additions thereto, the costs of labor, equipment and materials used thereon, the reasonable charges of a management agent or company, (v) to accumulate and maintain operating reserve funds and reserve funds for the repair, maintenance or replacement of property owned by the Association, and Common Areas, if any, (vi) to construct, improve and maintain such Common Area as the Association determines to develop, and (vii) to maintain as necessary the stormwater management detention or retention system as set forth in the recorded Stormwater Management Agreement between the Declarant and Stafford County, dated May 30, 2008, and recorded in the Office of the Circuit Court Clerk of Stafford County as Instrument #LR080011639, and applicable to the Property.

b. Until January 1st of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment (hereinafter referred to as the "Maximum Annual Assessment") shall be \$300.00 per Lot. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Board may each year increase the Maximum Annual Assessment by an amount not exceeding twenty five percent (25%) of the Maximum Annual Assessment for the previous year without a vote of the membership. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased by more than twenty five percent (25%) in any one year by a vote of two thirds (2/3) of all votes cast by members, voting in person or by proxy, at a duly called meeting of the Association.

c. In addition to the annual assessments authorized above, in any assessment year the Association may levy 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 the Stormwater Management System described in Article 5.4.a hereof, and capital improvements upon any Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of all votes of members who are voting in person or by proxy at a duly called meeting of the Association.

d. Written notice of any meeting of the Members called for the purpose of taking any action authorized under Section b. or Section c. of this Article 5.4 shall be given to all Members of the Association in accordance with the provisions of the Virginia

Non-Stock Corporation Law in effect at the time such notice is given. At the meeting so called, the presence of the members or of proxies representing at least two thirds (2/3) of all votes shall constitute a quorum.

e. Both annual and special assessments shall be fixed at a uniform rate for all Lots, and may be collected periodically, as determined by the Board.

f. The annual assessment provided for herein (hereinafter referred to as the "Annual Assessment") shall commence as to each Lot on the first day of the month following its conveyance to an Owner who is not the Declarant.

The Annual Assessment shall be fixed by the Board of Directors of the Association on the basis of the fiscal year of the Association. The Board shall set the Annual Assessment for the first fiscal year no later than the date on which the first Annual Assessment commences as to any Lot. The first Annual Assessment shall be stated in terms of any assessment to be levied over the entire year and shall not exceed the Maximum Annual Assessment, provided, however, that the initial assessment on any Lot shall be prorated according to the number of whole months remaining in the fiscal year.

The Annual Assessment for ensuing fiscal years shall continue in effect until revised, and any revision shall be fixed by the Board no later than the first day of the ensuing fiscal year for which the Annual Assessment is to be fixed. Written notice of such ensuing Annual Assessment shall be sent to every Owner subject thereto after such assessment has been fixed. The schedule for payment of each annual assessment shall be established by the Board.

g. In the event that any assessment is not paid within thirty (30) days after the due date of said assessment, such assessment shall be delinquent, and shall, together with interest thereon at the legal judgment rate, and costs of collection thereof as herein provided, thereupon become a continuing lien on the Lot. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them. Any assessment which is not paid within thirty (30) days after its due date shall bear interest as aforesaid from the date of delinquency until paid, and the Association may bring such action at law or in equity against the Owner personally obligated to pay such assessment, or against the property subject thereto, or both. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust financing. Sale or transfer of any Lot shall not affect the lien of any assessment. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

h. The following property, subject to this Declaration, shall be exempt from the assessments created or provided for herein:

- authority;
- (1) all property dedicated to and accepted by a governmental authority;
 - (2) the Common Areas, if any; and
 - (3) all properties owned by the Declarant.

ARTICLE 6

EASEMENTS

6.1 Utilities. The Declarant hereby reserves unto himself, his successors and assigns, a perpetual, nonexclusive and alienable easement and right of way over, under and above the Common Area and that portion of each Lot located within fifteen (15) feet of any boundary line of the Lot to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, pipes and other suitable equipment for the conveyance of water, telephone, electricity, cable, communications and other utilities and public conveniences, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance and replacement thereof.

6.2 Easement to Correct Drainage. Until the later of acceptance by VDOT of the roadways within the property, or sale by the Declarant of all Lots, the Declarant reserves an easement and right on, over and under the ground within each Lot to maintain grading, drainage, and sight distance at street curves and intersections of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original conditions as near as practicable.

6.3 Assignment. Declarant may assign some or all of the rights reserved in Section 6.1 to any person or entity by recording in the Clerk's Office an instrument evidencing such assignment. The rights reserved in Section 6.1 shall not be deemed to impose any obligations upon the Declarant to provide or maintain any utility services.

ARTICLE 7

SEVERABILITY

The invalidation by judgment or court order of any one or more of the provisions contained herein shall in no way affect the validity and enforceability of the remaining provisions.

ARTICLE 8

APPLICABILITY

8.1 Successors and Assigns. The provisions of this Declaration shall be deemed covenants running with the land and shall be binding on all current and future Owners of the Property or any portion thereof, howsoever such interest shall be obtained. Upon the expiration of the Declarant Control Period the rights reserved to Declarant in this Declaration, unless otherwise assigned by Declarant as set forth in an instrument executed by Declarant and recorded in the Clerk's Office, shall be deemed to have been automatically assigned by Declarant to the Association, if in existence, or the Owners. If such assignment shall be to the Owners, the Owners shall exercise such rights in the manner determined by the vote of the Owners of at least three-fourths (3/4) of the Lots.

8.2 Reservation. Declarant, until sale of all Lots, reserves the right to make changes, modifications and/or exceptions to any of the above covenants, conditions, restrictions or reservations contained herein, when, in its sole discretion, such changes, modifications and/or exceptions will not defeat or alter the purposes or will improve the clarity or effectiveness of this Declaration. This right may be exercised either before or after the conveyance of any Lot and without joinder of the Owner of any such Lot conveyed.

8.3 Termination, Renewal and Amendment. This Declaration shall remain in effect for a period of twenty-five (25) years from the date this Declaration is recorded in the Clerk's Office. Unless terminated by a written instrument executed by the Owners of at least three fourths (3/4) of the Lots and recorded in the Clerk's Office at least one year prior to the end of such 25 year period (or any subsequent extension period), this Declaration shall be automatically extended for successive periods of ten (10) years each. Any termination instrument shall provide for the maintenance of the Common Area. At any time after the recording of this instrument, this Declaration may be amended by a written instrument signed by the Owners of three-fourths (3/4) of the Lots and recorded in the Clerk's Office.

8.4 Approvals. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Mortgage Agencies: annexation of additional properties, mergers and consolidation, mortgaging of the Common Area, dedication of the Common Area, dissolution or material amendment of this Declaration.

ARTICLE 9

ENFORCEMENT AND WAIVER

The provisions of this Declaration may be enforced at law or in equity by the Declarant, any Owner or the Association, if formed. A failure to so proceed at any time or times shall not be construed as a waiver of any right of action accruing hereunder. The prevailing party shall be entitled to recover its reasonable attorneys' fees in any such action.

[This space intentionally left blank. Signature page follows.]

WITNESS the following signature and seal:

DECLARANT:

SES PROPERTIES I, LLC,
a Virginia limited liability company

Samer E. Shalaby (SEAL)
Samer E. Shalaby, Managing Member

COMMONWEALTH OF VIRGINIA

City/County of Stafford, to-wit:

The foregoing was acknowledged on this the 1 day of May, 2013,
by Samer E. Shalaby, as Manager, on behalf of **SES PROPERTIES I, LLC.**

My commission expires:
4-30-14

Notary Registration #:
323725

Kristen J. Johnson (SEAL)
Notary Public



INSTRUMENT #130015398
RECORDED IN THE CLERK'S OFFICE OF
STAFFORD COUNTY ON
JUNE 24, 2013 AT 01:01PM

BARBARA G. DECATUR, CLERK
RECORDED BY: ASR