

available for the use of all units. Consequently, no television or radio antennas may be erected by any unit owner.

(j) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein.

(k) All units must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no personal property may be stored or kept on the property except in the units or the appropriate garages. If any owner shall fail to keep his unit orderly after notice by mail addressed to the unit giving the owner thirty (30) days to correct such deficiency, the Association may have any objectionable items removed from a yard so as to restore its orderly appearance, without liability therefor, and charge the owner for any costs incurred in the process.

(l) No clothes lines may be maintained on the property.

(m) No motorized vehicle may be used or maintained on the yards or sidewalks of the property and no unlicensed vehicles are allowed on the property, except by the Association in the performance of its duties. No motorcycle or motorized bicycle shall be allowed on the property.

(n) Trash shall be stored in accordance with county health regulations within the unit (and in the storage or trash area of such unit), or in the portion of the common area, if any, set aside for such storage.

(o) A unit owner may keep no more than one house pet in such unit. This does not include pets that are confined to the interior of the units. The owner shall be responsible for all damages to the property resulting from the maintenance of pets on the property by the owner, his family, guests, or tenants.

(p) Any dog kept by a member as provided in the Declaration of Covenants shall, when on the common areas, be under control by leash or otherwise.

(q) Planting and Landscaping. Members are permitted and encouraged to beautify the areas of the common lands immediately contiguous to their fee simple holding by floral or other horticultural additions, so long as no man-made or artificial structures or creations are used. These described natural additions to the common grounds surrounding a member's home are restricted to those areas encompassed in prolongation of his front and rear property boundaries and to such side areas as the original plans of the North Ridge development left in a natural state. All such plantings or horticulture embellishments shall, in the event of a member's disposing of his unit, become the property of the North Ridge Home Owners Association as part of the commonly held land.

(r) A member desiring to sell, lease, or otherwise dispose of his property must present to the Board of Directors a certification that he has informed the prospective buyer, lessee, or other party who might take control over the property of these Covenants, Conditions, and Restrictions and that they must abide by

them. This certification shall be signed by the owner and the buyer, lessee, or other party taking control of the property prior to any closing or signing of a lease, etc..

(s) No unit may be opened to the general public for viewing as part of any festival or holiday house tour. This section shall not prohibit an owner from showing a unit to a prospective purchaser but such showing shall not be by means of an open house showing.

Section 2. Right of Access. Each owner shall grant a right of access to his unit to the Association, or any other person authorized by the Association, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or the common areas, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the owner. In case of an emergency, such right of entry shall be immediate, whether the owner is present at the time or not.

Section 3. Rules and Regulations. Rules and regulations concerning the operation and use of the common areas may be promulgated and amended from time to time by the Board of Directors, provided that such rules and regulations are not contrary to or inconsistent with the laws of the State of Virginia or the purpose of this Declaration. Copies of the rules and regulations shall be furnished by the Association to each owner

prior to the time when the same shall become effective.

Section 4. Electricity, Water Charges, and Sewer Rents.
Electricity shall be supplied by the public or private utility company serving the area directly to each unit through separate meters, and each owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas shall be separately metered, and the Association shall pay all bills for electricity consumed in such portions of the common areas. Water and sewer rents will also be individually metered and charged, and each unit shall pay all bills for water and sewer rents for his unit.

Section 5. Parking Spaces. Perpetual exclusive licenses (including the privilege of ingress and egress) are reserved for the Association to use and occupy the parking spaces, garages, and storage areas located within the common areas for assignment to owners of units to which the license shall be appurtenant. The licenses shall be assigned and pass with the title to the units to which they are appurtenant and any other purported assignment shall be null and void. Vehicular repairs, including, without limitation, engine washing, may not be accomplished on the property, except that minor repairs, including, without limitation, tire changing, may be accomplished from time to time. No improperly licensed or inoperable vehicles, trailers or boats may be parked on the property. In the event that a unit owner does not observe the requirements of this section, the Association is authorized to take proper corrective measures, including, without

limitation, towing improperly parked vehicles, and to charge the owner for any costs incurred in the process.

Section 6. County Parking Restrictions. The Association shall establish and enforce rules and regulations relating to the parking of vehicles which shall contain the pertinent restrictions provided for by the laws of Bath County, as any of the foregoing may be amended from time to time.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. Utility Easements. The Association for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the property for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, television, telephone, and cable telephone, and television facilities, and the wires, lines, conduits, and other necessary and proper attachments in connection therewith, for the benefit of the adjoining land owners, any Federal, State, or local authority, commission or agency having jurisdiction thereover, and any corporation, either public, quasi-public, or private, supplying or servicing such facilities.

Section 2. Easement of Access. Every owner shall have an easement over and across the property in order to gain access to the common areas, and such easement shall be appurtenant to and shall pass with the title to every unit. Any owner may delegate

his right of access to the common areas to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside on the property or to such other persons as may be permitted by the Association. Every owner shall have an easement of ingress and egress over the roads.

Section 3. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, Support. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines, and other elements serving such other units and located in such unit. Every portion of a unit which contributes to the structural support of any other unit shall be burdened with an easement of structural support for the benefit of all other units.

Section 4. Encroachment. To the extent that any unit encroaches on any other unit or common areas, whether by reason of any deviation from any recorded plats of the property or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist. This easement shall not apply to cases of willful and intentional misconduct by the parties responsible for such encroachments.

Section 5. Party Walls. Each wall that is constructed as a part of any unit and placed on the dividing line between two or

more units shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the unit owners affected by such wall. If a party wall is destroyed or damaged, the wall shall be restored in accordance with the provisions of Article XI hereof and the cost of restoration shall be shared equally by the affected unit owners, but subject to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. To the extent not inconsistent with the provisions of this Section 5, the law of Virginia regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

ARTICLE VIII

LEASING

Section 1. Restrictions.

(a) In no event shall any unit be leased for less than ninety (90) days.

(b) A copy of each proposed lease for a unit shall be delivered to and approved by the Association.

(c) All lessees shall be bound by the provisions hereof and all rules and regulations relating to the property.

(d) Each unit owner shall be in all events primarily liable for any damages to the property or the common areas caused by any lessees of his unit.

Section 2. Procedure

(a) No lease for a unit shall be executed by an owner until it has been approved in form and substance by the Association.

(b) The owner of a unit wishing to lease his property must use the lease form approved by the Association. Before a lease is approved by the representative of the Association, as required in this Declaration, the prospective tenant must provide a certification that he has read and agrees to abide by the Declaration, By-Laws, and rules of the said Association.

ARTICLE IX

INSURANCE

Section 1. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the common areas and any improvements constructed thereon, except for sidewalks and walkways: fire insurance with extended coverage, vandalism, malicious mischief, and windstorm endorsements in an amount not less than that necessary to comply with co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the common areas; workmen's compensation insurance if and to the extent necessary to meet requirements of law; and such other insurance as the Board of Directors of the Association may determine or may be requested from time to time by a majority of the unit owners.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such

limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the common areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner because of negligent acts of the Association, the Board of Directors or other unit owners. The Board of Directors shall review such limits once each year but in no event shall such insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence, and \$100,000 with respect to any claim for property damage.

It shall be the responsibility of each unit owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his unit, and the Board of Directors shall not be responsible for obtaining such insurance.

Section 2. Insurance of the Units. Each unit owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of the unit (based upon replacement) and, upon request therefor, shall forward evidence of payment of the most recent premium therefor to the Association.

ARTICLE X

REPAIR AND RECONSTRUCTION AFTER FIRE OF OTHER CASUALTY

Restoration. In the event of damage to or destruction of all

or any of the improvements on the common areas as a result of fire or other casualty, the Board of Directors of the Association shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specification under which the improvements were originally constructed. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from insurance proceeds and, thereafter, from any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

ARTICLE XI

MORTGAGES

Section 1. Notice to Board of Directors. An owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the owner of the mortgaged unit.

Section 3. Notice of Default. The Association, when giving notice to an owner of a default, shall send a copy of such notice

to each holder of a mortgage covering such owner's unit whose name and address has theretofore been furnished to the Association. Further, the Association shall send such mortgagees written notice of any default by such owner which has not been cured within thirty (30) days after the delivery of such owner of the first notice relating to such default.

ARTICLE XII

COMPLIANCE AND DEFAULT

Section 1. Relief. Each owner of a unit shall be governed by, and shall comply with, all of the terms of the Declaration, and the rules and regulations promulgated by the Association and any amendments of the same. A default by an owner shall entitle the Association, acting through its Board of Directors or through its agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration and the rules and regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, its agent, or, if appropriate, by any aggrieved owner.

(b) Additional Liability. Each owner shall be liable for the expense of all maintenance, repair, or replacement rendered

necessary by his act, neglect, or carelessness or the act, neglect, or carelessness of any member of his family or his employees, agents, or licensees, but only to the extent that such expense is not covered by the proceeds of any insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

(d) No waiver of Rights. The failure of the Association, the Board of Directors, or of an owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration or the rules and regulations shall not constitute a waiver of the right of the Association, the Board of Directors, or the owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any owner pursuant to any term, provision, covenant, or condition of the Declaration or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such

privileges as may be granted to such party by the Declaration or the rules and regulations, or at law or in equity.

(e) Abatement and Enjoinment of Violations by Owners.

The violation of any rule or regulation adopted by the Association, or the breach of any provision of the Declaration, shall give the Association the right, in addition to any other rights set forth or at law: (a) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Association shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. Duration and Amendment. The provisions of this Declaration run with and bind the property, and shall inure to the benefit of and be enforceable by the Association or the owner of any unit subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by owners holding not less than two-thirds (2/3) of the

votes of the membership has been recorded, agreeing to terminate or change said restrictions in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any such agreement. Unless specifically prohibited herein, this Declaration may be amended at any time by the Association until the end of the initial twenty-five (25) year term and thereafter by the owners holding not less than two-thirds (2/3) of the votes of the membership, voting in person or by proxy. Any amendment must be by properly recorded instrument to be effective.

Section 2. Consent of First Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the mortgagees of units. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on units in the community. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a mortgagee shall be without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the units, it shall be sufficient to obtain the written consent of the institutional mortgagee or mortgagees holding first liens on 75% of the units encumbered by mortgages. This paragraph shall not apply to or in any way be construed as a limitation upon those rights of the Association under this Declaration which do not so adversely affect such

mortgagees.

Section 3. Notices. Any notice required to be sent to any member or owner under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

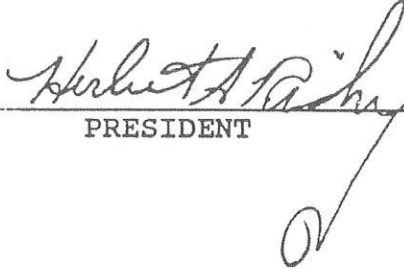
Section 4. Non-Waiver. The failure of any owner, or the respective legal representatives, heirs, successors, and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 5. Construction and Interpretation. The Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation, and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling, or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules, or regulations, the Association shall take into consideration the best interests of the owners to the end that the property shall be preserved and maintained as a high quality community.

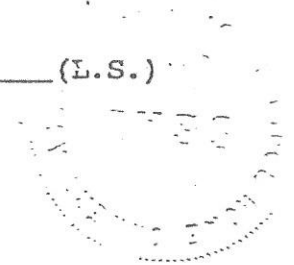
Section 6. Severability. All of the covenants, conditions, restrictions, and reservations contained in this Declaration are hereby declared to be severable and a finding by

any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful, or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

IN WITNESS WHEREOF, THE NORTH RIDGE HOME OWNERS ASSOCIATION has caused this instrument to be executed in its name by its President.




PRESIDENT (L.S.)



STATE OF VIRGINIA AT LARGE
COUNTY OF BATH

The foregoing instrument was acknowledged before me this 15th day of November, 1993, by Herbert S. Richey, President, on behalf of the North Ridge Home Owners Association, Inc..

My commission expires: 1-31-96



NOTARY PUBLIC



Exhibit A

For the specific description of the real property comprising the North Ridge Development see Plat Book 92 at Page 686 in the Bath County Circuit Court Clerk's Office.