

OWNER OF A LOT, BY THE ACCEPTANCE OF A DEED THEREFORE HEREBY EXPRESSLY WAIVES ANY CLAIM AGAINST THE DECLARANT, THE ASSOCIATION, THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FOR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY, AND THE DECLARANT AND ASSOCIATION HEREBY DISCLAIM ANY LIABILITY FOR SAME, ARISING OUT OF THE USE OF THE LAKE FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, ICE SKATING AND SWIMMING.

ARTICLE IX EASEMENTS

Section 1. Scenic Easement. A scenic easement is hereby reserved for landscaping and natural areas over all Scenic Easement Areas, for the benefit of all Owners and the Association, except to the extent such Scenic Easement Area is necessary for installing bulkheading or erosion control landscaping devices around the Lake, utility easements, septic systems, access driveways and other purposes required or permitted by the ACC Standards. The Declarant reserves the right for itself and the Association to enter any Scenic Easement Area for the purpose of installing, maintaining and restoring any damage caused to the landscaping or natural vegetation located within the Scenic Easement Area. If the need for such restoration is caused by the willful or negligent act or omission of an Owner, his family, employees, tenants, agents, guests, permittees, or invitees, as determined by the Board of Directors after giving the Owner notice and an opportunity for a hearing in accordance with Article X, Sections 2 and 3, the cost of such restoration may be recovered against such Owner as a remedial assessment. Except as set forth above, no Owner shall construct any improvements in the Scenic Easement Area or make any use of or disturb the Scenic Easement Area, except with the approval of the ACC.

Section 2. Duties of the Association. There are hereby reserved for the benefit of and granted to the Association such easements as may be necessary to perform the duties and obligations of the Association set forth in this Declaration including, without limitation, the right of passage over and across each Lot for vehicular and pedestrian ingress and egress from and to public rights of way to Common Area, Scenic Easement Areas, and landscaping, signage, lighting and fences located at any entrance to the Development.

Section 3. Easements for Access to Lake and Dam. Declarant hereby reserves for itself, its assigns and the Association, a right of vehicular and pedestrian access over (a) Lots 27 and 28 as shown on the Plat, and (b) the Scenic Easement Area within fifty (50) feet of the Lake, for ingress and egress from Bridgeforth Mill Drive to the Lake and the dam facilities for the purpose of constructing, reconstructing, repairing, inspecting and maintaining the dam and related facilities. The easement described in (a) above shall be thirty (30) feet in width and shall be centered on the line formed by the western boundary line of Lot 28 and the eastern boundary line of Lot 27, all as more particularly shown on the above-referenced plat.

Section 4. Priority of Easements. Each of the easements referred to in

this Article shall be deemed to have been established or reserved upon the recordation of this Declaration and shall henceforth be deemed to be easements and covenants running with the land superior to all other encumbrances which may hereafter be applied against or in favor of the Development or any portion thereof.

ARTICLE X
ENFORCEMENT

Section 1. Sanctions. Upon the violation by an Owner of any covenant, duty or restriction created under this Declaration, the Bylaws, any rules or regulations duly adopted by the Association or the Board of Directors, or the ACC Standards, the Board of Directors shall have the power to (a) impose reasonable fines which shall constitute a lien upon the Lot of the violating Owner; (b) suspend the violating Owner's right to vote on Association matters; (c) suspend the violating Owner's right to use the Common Area (provided, however, that nothing herein shall authorize the Board of Directors or the Association to limit ingress or egress to or from a Lot); and (d) bring an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity. All costs of collection and enforcement, including, without limitation, reasonable attorneys' fees and costs and administrative assessments and costs, shall be paid by the violator.

Section 2. Notice. Prior to the imposition of any sanction described in Section 1 of this Article, the Board of Directors or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, and (c) the time, place and location of a hearing before the Board of Directors or tribunal appointed by the Board of Directors at which the violator shall be given an opportunity to be heard. The hearing shall be held not sooner than fourteen (14) days after the giving of such notice. Such notice shall be deemed given upon delivery by hand or when mailed by registered or certified mail return receipt requested to the violator at the address of record with the Association.

Section 3. Hearing. The hearing shall be held before the Board of Directors, or a tribunal appointed by the Board of Directors, affording the Owner a reasonable opportunity to be heard. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to impose sanctions as a result of future violations by any party of the same or other provisions and rules.

Section 4. Exceptions to Notice and Hearing Requirements. The provisions of Sections 2 and 3 of this Article shall not apply to the following sanctions:

- (a) the imposition of late payment assessments, fines and interest on delinquent assessments;
- (b) the filing of liens for delinquent assessments;

(c) actions or suits brought to enforce or foreclose liens for assessments;

(d) the acceleration of the balance of any assessment in connection with the nonpayment of the assessment; and

(e) unless otherwise required by this Declaration, the enforcement of any provision of this Declaration, the Bylaws, the ACC Standards, or the rules and regulations of the Association, by self-help (including, without limitation, the towing of vehicles parked in violation of this Declaration, the ACC Standards, or the rules and regulations).

Section 5. Additional Enforcement Rights. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 6. Non-Waiver. Failure by the Board of Directors, the Declarant, any Owner or the Association to enforce any covenant or restriction herein contained shall not be construed or deemed a waiver of the right to do so thereafter.

ARTICLE XI GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 2. Duration and Amendment.

(a) The provisions of this Declaration shall run with the land and bind the Development for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of the Owners entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all of the Owners. This Declaration may be amended by an instrument approved by the Owners entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all Owners. Any amendment or termination to be effective must (i) be executed by the president of the Association and be attested to by the secretary of the Association, (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the amendment or termination was approved by the requisite number of votes of the Owners, and (iii) be recorded in the Clerk's Office.

(b) Notwithstanding subsection (a) above, during the Declarant Control Period, the Declarant may unilaterally record amendments to this Declaration in the Clerk's Office to (i) effect the annexation of Additional Property as provided in Section 3 of this Article; (ii) effect technical

deletions, additions and revisions to this Declaration which correct, clarify or further the intent of this Declaration but which do not alter the substantive rights of the Owners; (iii) release from this Declaration, and terminate this Declaration as to any portion of the Development which is not a Lot or Common Area; (iv) comply with the requirements, as modified from time to time, of the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association, including, without limitation, insurance and maintenance requirements with respect to the Common Area. Further, prior to the expiration of the Declarant Control Period, neither this Declaration nor the ACC Standards shall be amended or terminated without the Declarant's prior written consent.

Section 3. Annexation.

(a) Annexation of Additional Property.

(i) The Additional Property, or any portion thereof, may be annexed to the Development from time to time and at any time prior to the expiration of the Declarant Control Period, by the Declarant, or its successors in title as to such property, by recording a "Declaration of Annexation" in the Clerk's Office subjecting the property to be annexed to the terms hereof.

(ii) Only upon recordation of the Declaration of Annexation shall the property annexed be subject to assessments as set forth in Article IV hereof, and otherwise subject and entitled to the burdens and benefits created by this Declaration. Such annexation shall not require the approval of the Owners.

(iii) Nothing in this Declaration shall be construed to (i) require Declarant, or any successor, to develop any portion of the Additional Property, or (ii) prohibit Declarant from rezoning or developing any portion of the Development, the Additional Property or any property owned by the Declarant in the vicinity of the Development as it determines in its sole discretion. DECLARANT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE ADDITIONAL PROPERTY SHALL BE DEVELOPED AS PART OF OR INCORPORATED INTO THE DEVELOPMENT. Declarant reserves the right to alter the boundaries of any adjacent Lots owned by Declarant or the boundaries of any Lot owned by the Declarant and adjacent to Common Area prior to such time that the Common Area is conveyed to the Association.

(b) Annexation with Approval of Owners. Subject to the consent of the owner thereof, the Association may annex real property which is part of or in addition to the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the approval of a majority of the votes entitled to be cast by all of the Owners, and, prior to the expiration of the Declarant Control Period, the prior written consent of the Declarant. Annexation shall be accomplished by recording in the Clerk's Office a Declaration of Annexation describing the property being annexed. Any such Declaration of Annexation shall (i) be signed by the president and attested to by the secretary of the Association, by the Declarant, if the Declarant's consent is required, and by the owner of

the property being annexed, and (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the Declaration of Annexation was approved by the requisite number of votes of the Owners. Any such annexation shall be effective upon recording unless otherwise provided therein.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit A or Exhibit B which upon conveyance or dedication to the Association shall be accepted by the Association as Common Area, and thereafter shall be maintained by the Association at its expense for the benefit of all the Owners.

(d) Contents of Declaration of Annexation. Any Declaration of Annexation recorded pursuant to this Article may contain such supplementary and additional covenants as may be necessary or convenient to reflect the different characteristics, if any, of the Additional Property or other property to be annexed to the Development.

(e) Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit A or Exhibit B attached hereto.

Section 4. Declarant's Rights. Any or all of the rights and obligations reserved to the Declarant in this Declaration may be transferred to other parties, provided that no such transfer shall be effective unless it is pursuant to a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

Section 5. Exclusive Use of the Name "Bridgeforth Mill". The Declarant is the sole and exclusive owner of, and shall have the sole and exclusive right to use, the name "Bridgeforth Mill" within, on or about and with respect to the Development, ventures, trade and housing within, conducted within or about, or located on any of the property within the Development. No party shall use the name "Bridgeforth Mill" in connection with any business, neighborhood or organization, nor shall the name "Bridgeforth Mill" be placed on or incorporated into any sign or other visible medium without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole discretion.

Section 6. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. To the extent this Declaration contains provisions relating to elements or property which are not presently a part of the Development, such provisions shall not be deemed applicable unless and until such time, if ever, that such elements or such property becomes a part of the Development by the annexation of such property or the construction of such elements, or both. Whenever used, as appropriate, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Declaration to be executed in its name pursuant to due authority.

DECLARANT:

BRIDGEFORTH MILL DEVELOPMENT COMPANY,
INC., a Virginia corporation

By: 

John W. Gibbs, Jr., President

STATE OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 19th day of Oct., 1991 by John W. Gibbs, Jr., President of Bridgeforth Mill Development Company, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires: 10/31/93


Notary Public

EXHIBIT A

ALL those certain lots and parcels of land located adjacent to the western right of way line of Virginia Primary Route 153 in the Jackson Magisterial District of Amelia County, Virginia, as more particularly shown and depicted on that certain plat of survey dated January 22, 1991, revised June 7, 1991, entitled "Plat of Survey of Bridgeforth Mill Located in Jackson Mag. District, Amelia County, Virginia", made by Robert W. Timberlake, C.L.S., Plan No P-86-85F (the "Survey"), which survey is recorded in the Clerk's Office of the Circuit Court of Amelia County, Virginia (the "Clerk's Office") in Plat Cabinet B, Slide 83.

BEING the same property conveyed to Bridgeforth Mill Development Company, Inc., a Virginia corporation by general warranty deed dated as of October 1, 1991, from John W. Gibbs, Jr., which deed is recorded in the Clerk's Office in Deed Book 185, page 416.

LESS AND EXCEPT that certain lot or parcel of land located adjacent to the western right of way line of Virginia Primary Route 153 in the Jackson Magisterial District of Amelia County, Virginia, and designated as the "Mill Lot" on the Survey.

EXHIBIT BParcel 1

ALL those certain lots and parcels of land located adjacent to the western right of way line of Virginia Primary Route 153 in the Jackson Magisterial District of Amelia County, Virginia, as more particularly shown and depicted as lots 29, 30 and 31 on that certain plat of survey dated January 22, 1991, revised June 7, 1991, entitled "Plat of Survey of Bridgeforth Mill Located in Jackson Mag. District, Amelia County, Virginia", made by Robert W. Timberlake, C.L.S., Plan No P-86-85F (the "Survey"), which survey is recorded in the Clerk's Office of the Circuit Court of Amelia County, Virginia (the "Clerk's Office") in Plat Cabinet B, Slide 83.

Being a portion of the same property conveyed to Charles E. Horner (1) by substitute trustee's deed from William A. Cosby, Jr., substitute trustee, dated September 5, 1990, recorded in the Clerk's Office in Deed Book 179, page 601, and (2) by deed and boundary line agreement by and between John W. Gibbs, Jr. and Martha C. Gibbs, husband and wife, and Charles E. Horner and Carolyn R. Horner, husband and wife, dated as of October 1, 1991, recorded in the Clerk's Office in Deed Book 185, page 413, but LESS AND EXCEPT the property conveyed to John W. Gibbs, Jr. by Charles E. Horner and Carolyn R. Horner by the foregoing deed and boundary line agreement.

Parcel 2

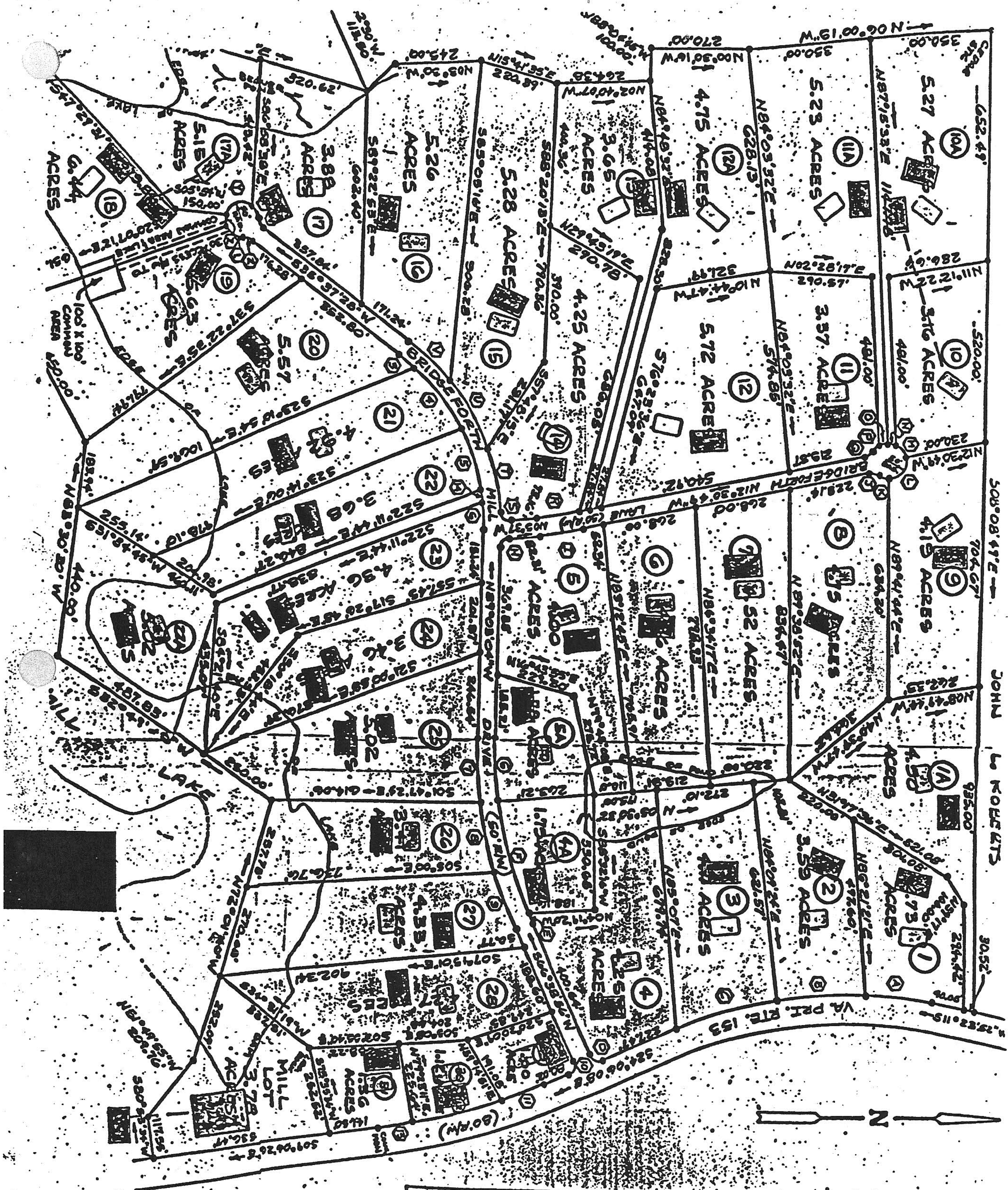
ALL that certain lot or parcel of land located adjacent to the western right of way line of Virginia Primary Route 153 in the Jackson Magisterial District of Amelia County, Virginia, and designated as the "Mill Lot" on the Survey.

Parcel 3

ALL those certain lots and parcels of land located adjacent to the western right of way line of Virginia Primary Route 153 in the Jackson Magisterial District of Amelia County, Virginia, and depicted on that certain plat of survey dated July 20, 1987, made by Robert W. Timberlake, C.L.S., Plan No. P-86-85E, entitled "Plat of Survey, Beaver Mill Estates, Section III, Located in Jackson Dist., Amelia County, Virginia", recorded in the Clerk's Office in Plat Cabinet B, Slide 22.

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Dec 31 1991
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David J. Smith



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