

## DECLARATION OF ANNEXATION

## MILL LOT AT BRIDGEFORTH MILL

THIS DECLARATION OF ANNEXATION is made this 30<sup>th</sup> day of Dec, 1993, by BRIDGEFORTH MILL DEVELOPMENT COMPANY, INC., a Virginia corporation (hereinafter referred to as "Declarant") (as Grantor for indexing purposes).

Recitals

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Bridgeforth Mill dated October 1, 1991, recorded in the Clerk's Office of the Circuit Court of Amelia County, Virginia (the "Clerk's Office"), in Deed Book 185, page 422, as amended from time to time (the "Declaration"), Declarant submitted certain real property to a common scheme of development, restrictions and conditions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Declaration.

B. Article XI, Section 3 of the Declaration provides that the Declarant shall have the unilateral right to subject to the provisions of the Declaration and the jurisdiction of the Association all or any portion of the property described in Exhibit "B" attached to the Declaration, including the Mill Lot.

C. Declarant desires to subject the Mill Lot to the provisions of the Declaration, the jurisdiction of the Association and the additional covenants and provisions hereof.

Declaration of Annexation

Pursuant to the authority reserved by the Declarant in the Declaration, Declarant amends the Declaration as it applies to the Mill Lot and annexes the Mill Lot as follows:

1. Annexation. Declarant declares that all of the real estate which is described on Exhibit "A" hereto (the "Mill Lot"), being a portion of the property described in Exhibit "B" attached to the Declaration, is hereby made subject to the provisions of the Declaration and the jurisdiction of the Association. The Mill Lot shall be deemed a "Lakefront Lot" as defined in the Declaration.

2. Use Restrictions. Article VII, Section 1 (Restrictions on Use) of the Declaration shall not apply to the Mill Lot; however, the Mill Lot shall be subject to the following restrictions:



a. Automotive Sales. The Mill Lot shall not be used for the sale of automobiles, trucks or parts.

b. Nuisances. No nuisance or violation of the Zoning Ordinance of Amelia County shall be permitted or maintained upon the Mill Lot. No loud or obnoxious noises or smells shall be permitted to emanate from the Mill Lot so as to unreasonably interfere with the use and enjoyment of the properties in the vicinity of the Mill Lot.

c. Permitted Uses. The Mill Lot shall be used only for the following purposes: a one or two family residential unit, a bed and breakfast, antique shops, a dinner theater, or craft shops. Any other use of the Mill Lot shall be subject to the approval of the Board of Directors.

i. If the Mill Lot is used for residential purposes, the Mill Lot shall not be used for more than two residential dwellings and no more than two families shall occupy the Mill Lot at any time as their principal residence.

ii. If the Mill Lot is used as a bed and breakfast or hotel, no room shall contain a kitchen or kitchenette.

d. Vehicles. No commercially licensed vehicles, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery or other equipment shall be kept on the Mill Lot except in a garage or screened from view from adjacent Lots, Common Areas and rights-of-way.

3. Water Rights. Notwithstanding Article VIII, Section 2 of the Declaration (Maintenance of Lake), the Owner of the Mill Lot shall be permitted to draw water from the Lake, provided, however, that (i) the Owner shall not draw any water from the Lake except through the existing raceway on the Dam (as defined below), and (ii) no water may be drawn from the Lake at any time during which the water level of the Lake falls lower than eight (8) inches below the lowest flow level of the existing concrete spillway on the Dam. The Owner of the Mill Lot shall have no right to sell or rent fishing or boating rights in or to the Lake. Only persons residing on the Mill Lot or overnight guests occupying lodging space on the Mill Lot shall be permitted to use the Lake and such use shall in all cases be subject to the provisions of this Declaration of Annexation.

4. Drainage and Maintenance Easements.

a. Reservation. Declarant hereby declares and reserves for the benefit of the Declarant and the Association a perpetual nonexclusive right, easement and privilege over, under and across the Mill Lot for pedestrian and vehicular access to



and from the dam and all components thereof, including, without limitation, the spillway and the raceway (collectively, the "Dam") for the purpose of operating, maintaining, repairing, replacing and reconstructing the Dam. The foregoing easement shall be referred to herein as the "Access Easement." In addition, Declarant hereby declares and reserves for the benefit of the Declarant and the Association a perpetual nonexclusive right, easement and privilege over, under and across the Drainage Easement Area (as defined below) for drainage of water from the Lake and for the maintenance, repair, replacement, use and operation of the Dam and all above and below ground drainage facilities now or hereafter located within the Drainage Easement Area (as defined below). The foregoing easement shall be referred to herein as the "Permanent Drainage Easement". The portion of the Mill Lot encumbered by the Permanent Drainage Easement shall include the Dam, including, without limitation, the existing spillway, raceway and those portions of the Mill Lot within the high water mark of the outfall of the Dam, which area shall be referred to collectively herein as the "Drainage Easement Area".

b. Drainage of Lake. Declarant and the Association shall have the right to use the Permanent Drainage Easement to draw down the level of the Lake for the installation, reconstruction, repair or maintenance of utility facilities located within the Lake or the maintenance, repair, replacement, or reconstruction of the Dam. This right includes the right to modify the spillway to increase or decrease the drainage of water from the Lake.

c. Restoration. The Declarant or the Association shall promptly restore any portion of the Mill Lot which is disturbed by their use of the easements described above to such condition as existed immediately prior to such disturbance, except for any replacements and or modifications to the Dam, and drainage facilities now or hereafter located within the Drainage Easement Area. Notwithstanding anything to the contrary contained herein, neither the Association nor the Declarant shall have any obligation to perform any of the maintenance, repair, replacement or reconstruction of the Dam or the Drainage Easement Area.

d. Use by Owner. The Owner of the Mill Lot may use the Mill Lot and easement areas described above for any purpose not inconsistent with the easements and rights reserved above provided such use does not interfere with the construction, maintenance, repair, replacement, use and operation of the Dam or drainage facilities now or hereafter located in the Drainage Easement Area and provided that no buildings, structures or other obstructions may be constructed on the Dam or otherwise within the Drainage Easement Area. The Declarant and the Association shall at all times have the right to keep the Drainage Easement



Area clear of all buildings, structures, trees, roots, undergrowth and other obstructions. The Owner of the Mill Lot shall not interfere with the flow of water from Dam or alter any part of the Dam or drainage facilities located within the Drainage Easement Area. This provision shall not prohibit the Owner from installing and operating a water wheel in the existing raceway.

5. Inapplicability of Scenic Easement. Section 1 of Article IX (Scenic Easement) of the Declaration shall have no application to the Mill Lot or any portion thereof. Notwithstanding Section 23 of Article I (Scenic Easement Area) of the Declaration, no part of the Mill Lot shall be deemed a "Scenic Easement Area".

6. Architectural Control. Any improvements on the Mill Lot shall comply with the following standards:

a. No chain link fences shall be permitted, unless required by law in connection with the presence of a pool on the Mill Lot.

b. No trees with a diameter of five (5) inches or more at a height of five (5) feet may be cleared without the prior written permission of the ACC. However, trees within ten (10) feet of the foot print of any structure to be constructed may be cleared. Also, trees may be cleared to the extent necessary to install and maintain the septic system serving the Mill Lot.

c. No external illumination shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his Lot in Bridgeforth Mill. No neon lights shall be permitted.

d. No temporary, portable or above-ground swimming pools with a capacity in excess of 250 gallons may be erected or maintained on the Mill Lot.

e. No structures of a temporary character, including, but not limited to tents, and no trailer homes whether temporarily or permanently affixed, shall be located upon the Mill Lot at any time. This restriction shall not apply to temporary structures used by contractors during construction.

f. The Mill Lot shall be maintained in a clean and uncluttered condition at all times, free of any unnecessary accumulation of waste and building debris. Materials to be incorporated into improvements on the Mill Lot may be stored on the Mill Lot for not more than thirty (30) days, unless screened from view from Route 153, adjacent Lots, and Common Areas.



g. All improvements shall be kept in good repair and, where necessary, painted on a regular basis. All lawns shall be mowed on a regular basis as needed. No portion of the Mill Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste shall be kept in sanitary receptacles. All such sanitary receptacles shall be maintained in a neat and orderly manner in a screened area in which all fuel tanks and similar receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be placed or stored to conceal them from view from adjacent Lots, Common Areas, and rights of way.

h. No signs of any kind shall be displayed for public view on the Mill Lot except one (1) sign not exceeding four (4) square feet in area used for the purpose of advertising the business located on the Mill Lot.

i. No fences or improvements shall be constructed within thirty (30) feet of the Lake or within fifteen (15) feet of any other boundary line of the Mill Lot without the prior written approval of the Declarant or the Association.

7. Interpretation. In the event of any conflict between the provisions of this Declaration of Annexation and the Declaration, the provisions of this Declaration of Annexation shall control.

8. Successors and Assigns. The terms and provisions of this Declaration of Annexation shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and any person claiming by, through or under any of them or their respective successors and assigns. Declarant shall have the right to assign or transfer, without limitation, all or any part of the rights and easements granted or reserved by this Declaration of Annexation to the Association. Any obligations contained herein shall be construed as covenants and not as conditions and a violation of any said covenants shall not result in a forfeiture or reversion of title of the Access Easement, the Permanent Drainage Easement, or any other easement or right created or reserved herein.

9. Ratification. Except for the modifications set forth above, and the subjection of the Mill Lot to the provisions of the Declaration and the jurisdiction of the Association, the



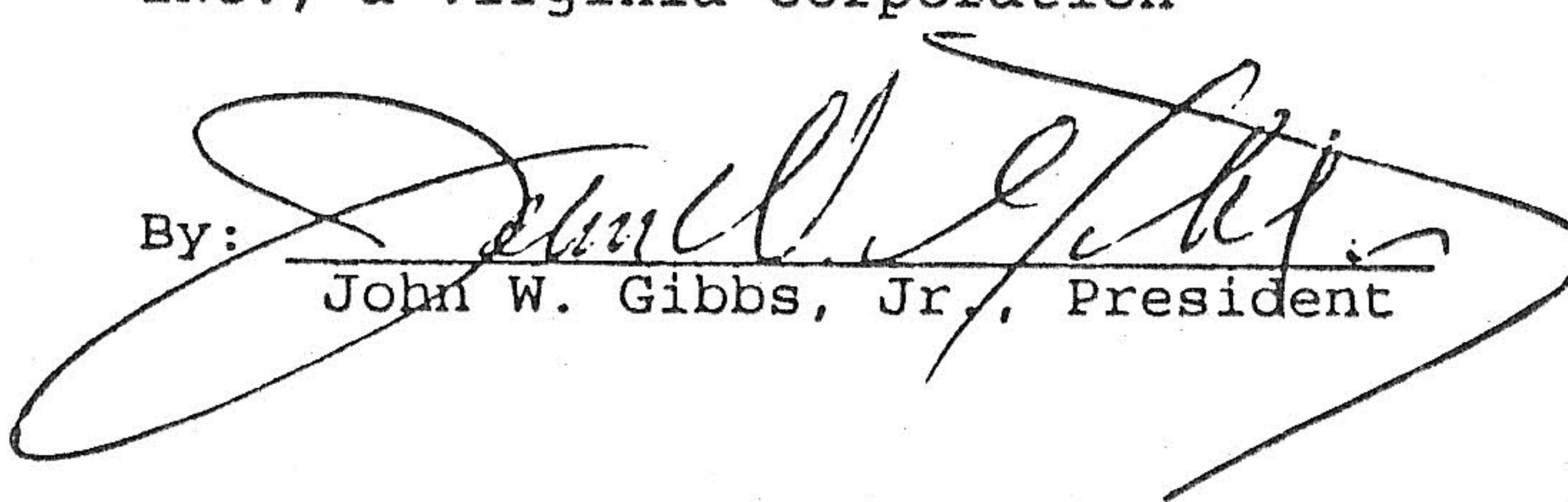
Declaration remains in full force and effect and the Declarant hereby ratifies and confirms the same.

WITNESS the following signatures and seals:

DECLARANT:

BRIDGEFORTH MILL DEVELOPMENT COMPANY,  
INC., a Virginia corporation

By:

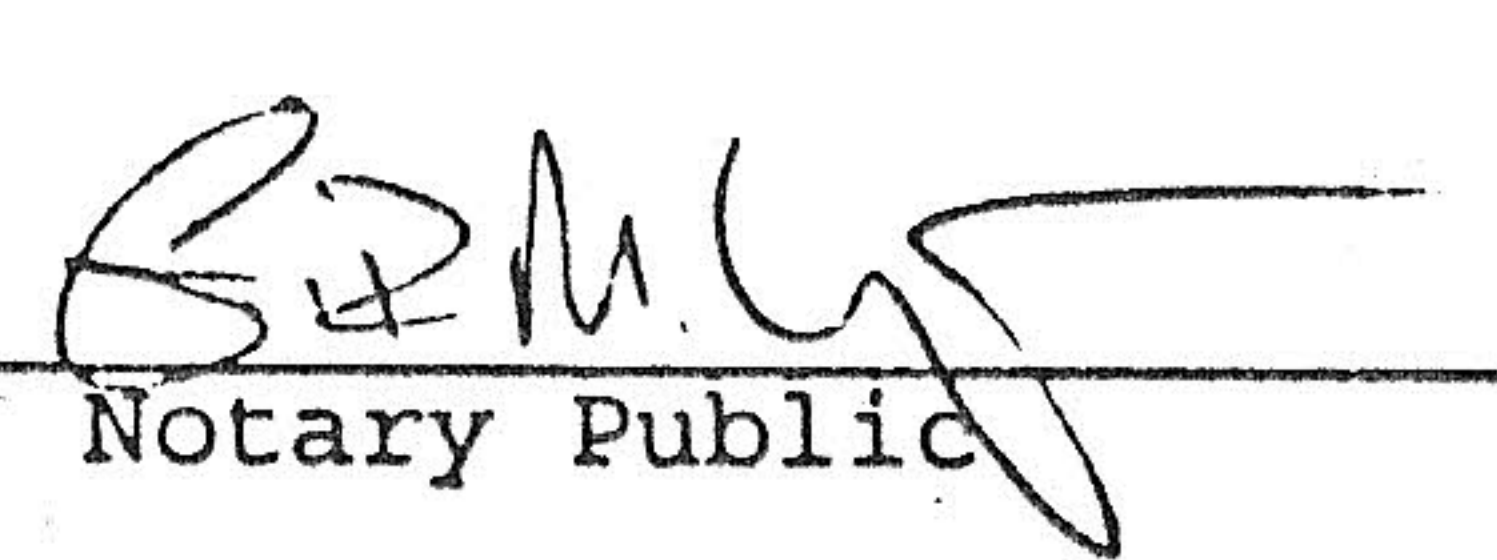
  
John W. Gibbs, Jr., President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of DECEMBER, 1993, by John W. Gibbs, Jr., President of  
Bridgeforth Mill Development Company, Inc., a Virginia  
corporation, on behalf of the corporation.

My commission expires: 7/31/94

  
Notary Public

N:\...155\88\00191\MILLANN3.079 December 22, 1993 / 11:55 am



EXHIBIT A

(Mill Lot at Bridgeforth Mill)

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, described as the "Mill Lot" as more particularly shown and depicted on that certain plat of survey dated December 21, 1993, entitled "Plat of Survey Showing Bridgeforth Mill Section II, Located in Jackson Magisterial Dist., Amelia County, Virginia", made by Robert W. Timberlake, C.L.S., Plan No. 5-86-85H (the "Survey"), which survey is recorded in the Clerk's Office of the Circuit Court of Amelia County, Virginia in Plat Cabinet B, Slide 123.

Virginia In the Clerk's Office of the Circuit Court of Amelia County, Dec 10, 1994. This instrument was this day received in said office, and upon the certificate of acknowledgement, thereto announced, admitted to record, at 10:28 o'clock A. M. 6 Tax Sec. 58.1-802  
Teste Dawson J. Smith, Deputy Clerk