

SUPPLEMENTAL DECLARATION
APPLICABLE ONLY TO
LOTS 46, 47, 48, 48A, 49, 50 AND 51
BRIDGEFORTH MILL, SECTION II

THIS SUPPLEMENTAL DECLARATION is made as of this 10th day of June, 1994, by BRIDGEFORTH MILL DEVELOPMENT COMPANY, INC., a Virginia corporation (hereinafter referred to as "Declarant") (as Grantor for indexing purposes) and BRIDGEFORTH MILL HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (the "Association") (as Grantor and Grantee for indexing purposes).

Recitals

A. Pursuant to that certain Declaration of Annexation for Bridgeforth Mill, Section II dated as of June 10, 1994 (the "Declaration of Annexation"), and recorded prior hereto in the Clerk's Office of the Circuit Court of Amelia County, Virginia (the "Clerk's Office"), Declarant subjected the property described in the Declaration of Annexation to the Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Bridgeforth Mill dated October 1, 1991, recorded in the Clerk's Office in Deed Book 185, page 422, as amended from time to time (the "Declaration"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Declaration.

B. Declarant desires to provide for the common maintenance, repair and use of the Private Road providing access to the Private Road Lots.

Supplemental Declaration

1. Definitions. As used in this Supplemental Declaration, the following terms shall have the meanings set forth below:

a. "Plat" shall refer to that certain subdivision plat dated December 21, 1993, made by Timberlake & Co., entitled "Plat of Survey Showing Bridgeforth Mill, Section II, Located in Jackson Magisterial District, Amelia County, Virginia," and recorded in the Clerk's Office in Plat Cabinet B, Slide 123.

b. "Private Road Lots" shall refer to Lots 46, 47, 48, 48A, 49, 50 and 51 as shown on the Plat.

c. "Private Road" shall refer to the private road described as Water Wheel Drive on the Plat, as the same may be re-named from time to time, together with the drainage swales and culverts located therein; and as further described in that certain Deed of Bargain and Sale dated as of April 1, 1994, from

John W. Gibbs, Jr. to Bridgeforth Mill Development Company, Inc., recorded in the Clerk's Office in Deed Book 200, page 562.

2. Conveyance of Private Road to Association. Declarant reserves the right to convey the Private Road to the Association by a deed recorded in the Clerk's Office subsequent to this Supplemental Declaration. Upon such conveyance, the Private Road shall be deemed a Common Area subject to the provisions of this Supplemental Declaration and the Declaration. The Declarant's continued ownership of the Private Road shall not affect the Association's maintenance obligations or rights contained herein.

3. Conveyance of Common Area Easement. Declarant hereby conveys to the Association a temporary Common Area Easement over and across the Private Road for the purpose of performing the Association's obligations set forth in this Supplemental Declaration. The temporary easement shall terminate immediately upon the conveyance of fee simple title to the Private Road to the Association.

4. Grant of Easement in Private Road. Together with the initial conveyance of each Private Road Lot from Declarant to an Owner, Declarant shall be deemed to have conveyed to such Owner, whether or not contained in the deed from Declarant to such Owner, and Declarant hereby reserves for the benefit of each Private Road Lot, a nonexclusive easement over and across the Private Road for pedestrian and vehicular ingress and egress to and from each Private Road Lot and Virginia Route 153 (the "Access Easement"). The Access Easement shall be appurtenant to the Private Road Lot with which such interest is conveyed and any attempt to convey such interest separate from the Lot by any means shall be null and void.

5. Restrictions on Use. The Private Road shall be used solely for vehicular and pedestrian ingress and egress from and to the Private Road Lots and Virginia State Route 153. No buildings, structures or other obstructions may be constructed on the Private Road; provided, however, Declarant hereby reserves a perpetual, non-exclusive easement over, on and under the Private Road for the purpose of installing, maintaining, repairing and replacing water lines, electric lines and storm water drainage and related facilities within the Private Road. The Declarant (during the Declarant Control Period), the Owners of the Private Road Lots and the Association shall at all times have the right to keep the Private Road clear of all buildings, structures, trees, roots, undergrowth and other obstructions.

6. Water Wheel Drive Committee.

a. Creation of Committee. There is hereby established a standing committee of the Association known as the

"Water Wheel Drive Committee" (the "Committee"). The members of the Committee shall consist of the Owner of each Private Road Lot.

b. Purpose. The purpose of the Committee shall be to advise the Association as to the level of services the Association is to provide in connection with the maintenance, repair and resurfacing of the Private Road.

c. Chairman. The Board of Directors of the Association shall appoint a Chairman of the Committee from among the members of the Committee. The Chairman shall call and preside over meetings of the Committee and act as a liaison with the Board of Directors of the Association.

d. Meetings. The Committee shall meet at least once each year for the purpose of determining the level of services that will be required of the Association for the following fiscal year.

e. Voting. The Committee shall act by majority vote. One vote shall be allocated to each Private Road Lot. If there is more than one record title Owner of a Private Road Lot, the Owners shall decide between themselves how to cast their vote. If the Owners of the Lot cannot decide how to cast the vote, the Chairman may disallow the vote.

7. Maintenance. Unless a greater level of service is requested by the Committee, the Association shall repair and maintain the Private Road in a clean, orderly and good condition reasonably clear of waste, debris, ice and snow. Except as provided in paragraph 9 below, all costs of clearing, snow removal, repairs, maintenance and resurfacing of the Private Road shall be shared equally by the Owners of the Private Road Lots and payable to the Association as annual and/or special road assessments. The Private Road shall have a suitable gravel, concrete, macadam or asphalt surface. If replacement of the surface of the Private Road is required, the Association shall replace the surface only with the same or a better surface as originally installed thereon.

8. Assessments.

a. Lien and Personal Obligation. In addition to the other assessments described in the Declaration, each Owner of a Private Road Lot shall pay to the Association (1) annual road assessments, and (2) special road assessments. The assessments, together with interest, late fees, costs of collection, and reasonably attorneys' fees, shall be the personal obligation of the person who was the Owner of the Private Road Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title,

provided such successors, or any one of them, were not originally liable for such assessments, either directly or indirectly. Such assessments shall be due and payable monthly, quarterly or annually, or on any other basis directed by the Board of Directors.

b. Determination of Assessments. If the Committee would like the Association to provide during any year a level of service with respect to the Private Road greater than that specified in paragraph 7 above, then at least ninety (90) days prior to the end of the prior year the Committee shall provide to the Board of Directors of the Association a description of the services that the Committee would like the Association to perform during the next year. The Board of Directors shall prepare and provide to the Chairman a budget and proposed annual road assessment based on the services requested by the Committee and all of the costs incurred or anticipated to be incurred in providing and administering such services. The budget and annual road assessment shall be deemed approved unless rejected by the Committee within fifteen (15) days after delivery to the Chairman.

c. Source of Funds and Shortfalls. Only annual road assessments and special road assessments collected by the Association shall be applied to the costs of satisfying the Association's obligations set forth in this Supplemental Declaration with respect to the Private Road. Any excess reserves or assessments collected pursuant to this instrument shall accrue solely to the benefit of the Owners of the Private Road Lots for the purpose of satisfying the Association's responsibilities hereunder. The Association shall have no obligation to perform any services with respect to the Private Road to the extent funds collected through annual road assessments and/or special road assessments are insufficient to pay for the cost of such services; provided, however, that the Association may impose a special road assessment as provided below.

d. Annual Road Assessments.

i. The annual road assessments levied by the Association shall be used exclusively to defray the costs of maintaining the road as provided in paragraph 7 above, together with all additional insurance costs, administrative costs, legal fees, accounting fees, collection costs and fees for other professional services incurred by the Association with respect to the Private Road and funds to provide reasonable reserves for unanticipated repairs and the resurfacing or replacement of the Private Road.

ii. The annual road assessments shall commence on the date of recording of this Supplemental Declaration. The

initial annual road assessment for the remainder of the year in which this Supplemental Declaration is recorded shall be SEVENTY FIVE DOLLARS (75\$) per annum for each Private Road Lot pro-rated for the remainder of the year. Thereafter, the annual road assessment shall be fixed by the Board of Directors in accordance with the procedure set forth above and otherwise in the manner provided in Article IV, Section 2(b) of the Declaration with respect to annual assessments. Notwithstanding the foregoing, only the Owners of Private Road Lots shall be entitled to receive notice of the annual road assessments and vote to disapprove increases in the annual road assessments.

e. Special Road Assessment.

i. In addition to the annual road assessments described above, the Association shall have the right to impose a special road assessment against the Owners of the Private Road Lots to defray the cost of any maintenance, repair, resurfacing or replacement of the Private Road.

ii. Special road assessments shall be fixed by the Board of Directors in the manner provided in Article IV, Section 3(b) of the Declaration with respect to the imposition of special assessments; provided, however, only Owners of the Private Road Lots shall be entitled to receive notice of special road assessments and vote to rescind special road assessments.

f. Non-Payment and Remedies. All of the late fees, interest charges and other rights and remedies provided to the Board of Directors by the Declaration for the collection of assessments and the enforcement of the lien therefor shall apply to the collection of annual road assessments and special road assessments and the enforcement of the liens therefor.

9. Damage or Destruction. In the event the Private Road is destroyed or damaged, the following provisions shall apply:

a. If the Private Road is destroyed or damaged by casualty or accident, the cause of which is not attributable to any Owner of a Private Road Lot or to conditions existing on any of such Lots, the Association shall promptly commence the necessary repairs and reconstruction and the costs of the repair or reconstruction of the Private Road shall be shared equally by all of the Private Road Lot Owners.

b. If the Private Road is destroyed or damaged, the cause of which is attributable to conditions existing on one or more of the Private Road Lots, but which is not attributable to the negligent or willful act or omission of any Owner, then the Owner of the Private Road Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the Private Road. The Association shall effect

the repair and restoration of the Private Road and be entitled to reimbursement for the costs of same within thirty (30) days following delivery to the Contributing Owner of an invoice or invoices for the amounts due. The costs incurred by the Association shall constitute a remedial assessment (as defined in the Declaration) due and payable by the Contributing Owner.

c. If the Private Road is damaged or destroyed by casualty or other causes attributable to the negligent or willful act or omission of the Owner of a Private Road Lot, the Owner at fault shall bear the full cost of repair and restoration of the Private Road. The Association shall effect the repair and restoration of the Private Road and be entitled to reimbursement for the costs of same within thirty (30) days after delivery of written demand for reimbursement together with an invoice or invoices for the amounts due. If the Owner does not make payment when due, the Association may impose a late charge of ten percent (10%) of the costs incurred in addition to any other late fee and interest that may be imposed by the Association pursuant to the Declaration. The rights and remedies of the Association provided herein shall not limit, but shall be in addition to, any right of the Association, the Declarant or any Owner of a Private Road Lot to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

10. Action by Association. All modifications, alterations, improvements, repairs, and maintenance of the Private Road shall be subject to the review, comment and approval of the Association as further provided in the Declaration.

11. Private Rights. The Private Road is private and, except as provided below, shall be maintained in perpetuity by the Association pursuant to this Supplemental Declaration. If approved by the Committee, the Association shall attempt to dedicate the Private Road to the appropriate governmental agency for perpetual maintenance, provided, however, that the cost of bringing the Private Road to the standards required for such acceptance shall be paid for by the Owners of the Private Road Lots. Nothing contained herein shall be construed as or deemed to create any rights in the general public with respect to the Private Road unless dedicated and accepted in the manner set forth above; provided, however, that nothing contained herein shall prohibit police, fire or medical emergency vehicles and personnel access over the Private Road.

12. Matters of Record. The easements and rights conveyed in this Supplemental Declaration are made subject to all applicable easements, restrictions, covenants and conditions of record in the chain of title to the Private Road.

13. Successors and Assigns. The terms and provisions of this Supplemental Declaration shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the successors, grantees, devisees and assigns of the parties hereto and any person claiming by, through or under them.

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

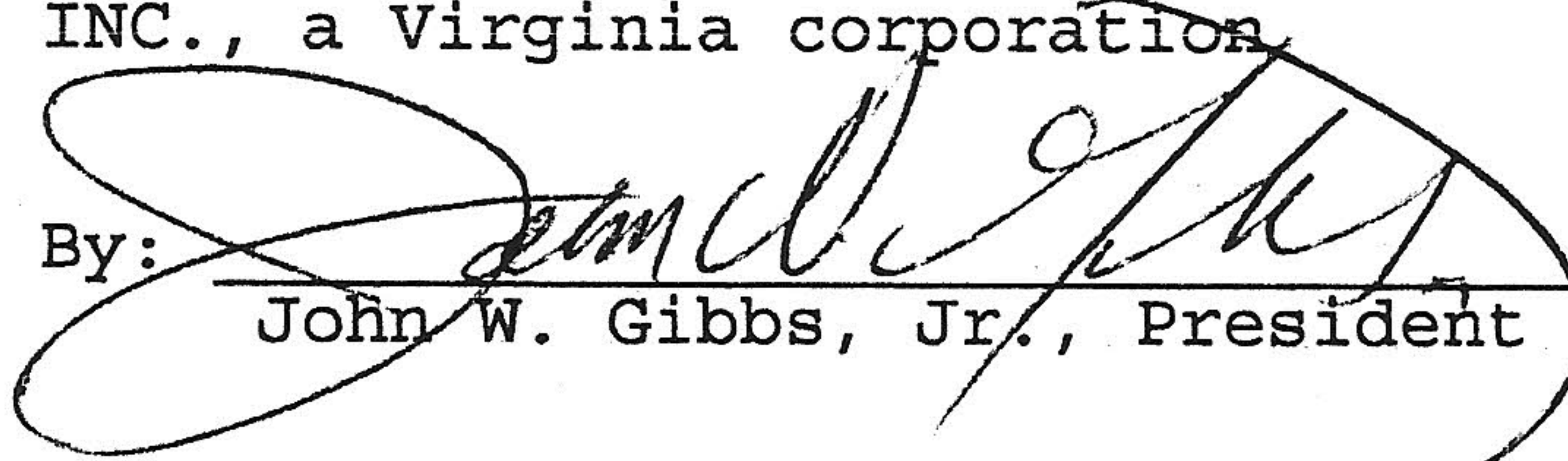
15. Amendment. This Supplemental Declaration may be amended by an instrument executed by a majority of the Owners of the Private Road Lots.

WITNESS the following signatures:

DECLARANT:

BRIDGEFORTH MILL DEVELOPMENT COMPANY, INC., a Virginia corporation

By:

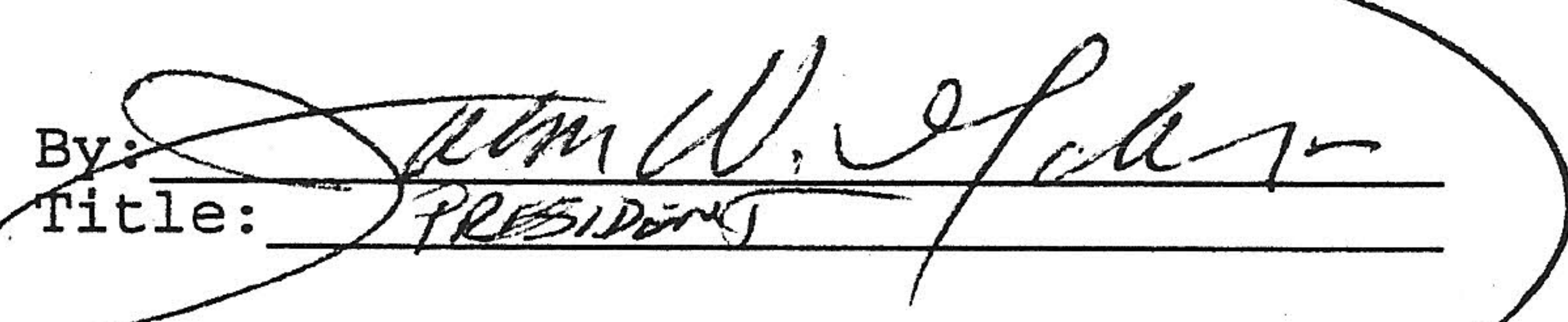

John W. Gibbs, Jr., President

ASSOCIATION:

BRIDGEFORTH MILL HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation

By:

Title:

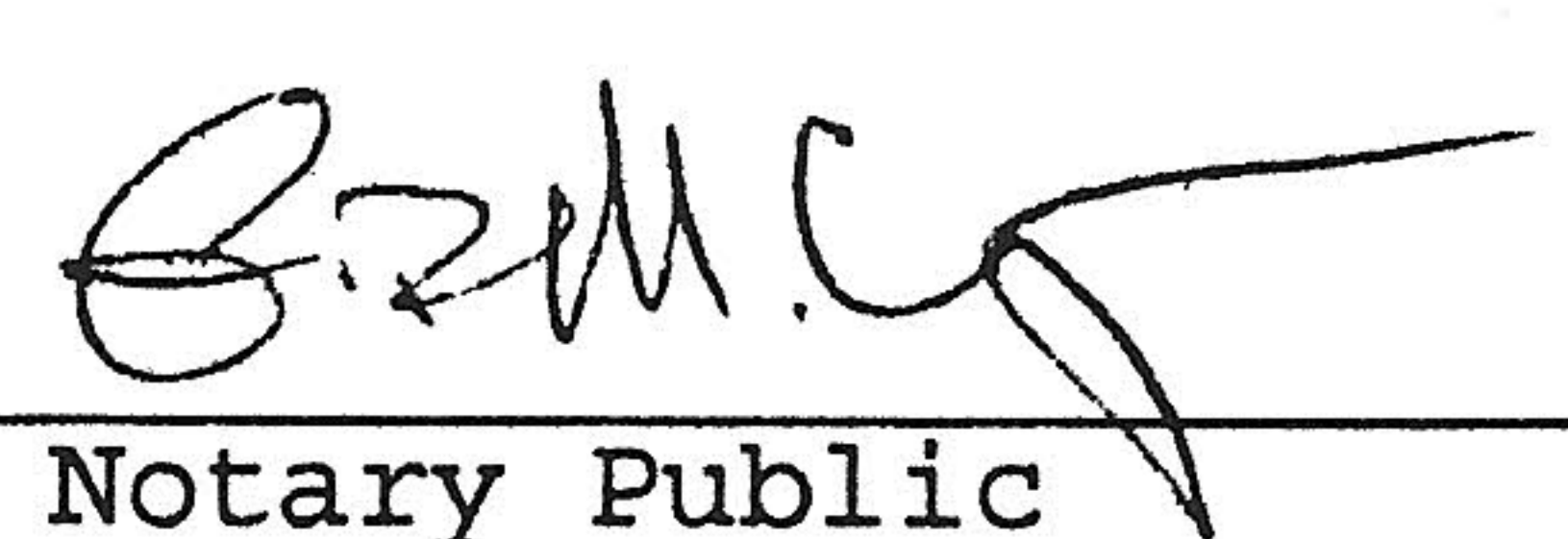

PRESIDENT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 18th day of JUNE, 1994, 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

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico, to-wit:

^{18th} The foregoing instrument was acknowledged before me this
18th day of JUNE, 1994, by JOHN W. GIBBS, JR.
President of Bridgeforth Mill Homeowners Association, Inc., a
Virginia non-stock corporation, on behalf of the corporation.

My commission expires: 7/31/94

G. J. M. C.
Notary Public

Virginia: In the Clerk's Office of the Circuit Court of Amelia
County 6-24, 1994. This instrument was this day
received in said office, and upon the certificate of
acknowledgement, thereto announced, admitted to record,
at 10:27 o'clock A. M. The Sec.
58.1-802
Teste Martha L. Wilson, clerk

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