

DECLARATION OF COVENANTS, AND EASEMENTS  
RESTRICTIONS AND AFFIRMATIVE OBLIGATION

This Declaration of Covenants, Easements, Restrictions and Affirmative Obligations made this 12<sup>th</sup> of June 1989 by Woodland, Inc., a Virginia Corporation, herein called "Corporation." This Document was adopted by River Ridge Property Owners Associated, Inc., at the first meeting of the Corporation June 1<sup>st</sup> 1992.

WITNESSETH:

Whereas: Corporation is the owner of 207 acres, more or less, situated in the Gretna District, Pittsylvania County, Virginia shown and described on a certain plat entitled "River Ridge" made by George W. Robinson, Certified Land Surveyor, Dated March 8, 1989; and 4.249 acres more or less situated in Gretna District, Pittsylvania County, Virginia, shown and designated as Tax Map 54, Parcel 26 & 27 (Part). on a certain plat made by George W. Robinson, Certified Land Surveyor, Dated May 9, 1989; hereinafter called the above parcels; and

Whereas, Corporation intends to sell and convey lots as divided from the above parcels subject to the following provisions:

Now, therefore, Corporation hereby declares the following to be applicable to each and every lot in the above parcels:

1. Corporation and the record owners of each lot or parcel (not to include trustees under any deeds of trust) and the purchasers under any Land Contract after settlement but prior to the receipt of the Deed thereunder, shall be bound by the provisions hereof, which shall run with the land for successive periods of twenty (20) years each beginning with the date hereof, unless the owners shall, by a vote of all owners, vote to terminate, alter or amend the provisions hereof.
2. Corporation and owners shall sell and convey the lots in the above parcels only as shown on said plats.
3. The record owners of each lot or parcel (not to include the trustees of any deed of trust) and the purchasers under any land contract after settlement but prior to the receipt of the Deed thereunder, hereinafter, called the Owners, will automatically become members of the "River Ridge Property Owners Associated, Inc. ", A Non-Stock, Non-Profit Virginia Corporation hereinafter called "The Association," and will remain a member with respect to each lot or parcel owned, so long as ownership of such lot or parcel continues, and shall be subject to the terms and provisions of this Declaration. Each owner shall be subject to one thirty-ninth of any assessment levied by the Association pursuant to the terms of Declaration. Corporation shall be exempt from any assessment declared hereunder.

4. The Association shall have the authority to promote the general health, safety and welfare of the owners. In addition, it shall have the authority to provide for the maintenance of commons areas, roads and easements, payment of Real Estate Taxes with respect to any property owned or acquired by the Association, pursuant to this Declaration, enforcement of the Covenants, Agreements and Restrictions set forth in this Declaration, and enforcement of any specific rights granted to the Association in deeds of conveyance of lots in the above parcels from Corporation by owners.

5. Except as otherwise provided herein, each lot or parcel shall be entitled to one (1) vote without regard to the number of persons who may constitute the owners of such lot.

6. Assessments by the Association shall be made on a Calendar Year basis payable on January 1 of each year and any owner who sells a lot or parcel during the Calendar Year following a payment by him shall be entitled to prorata reimbursement from the new owner for such paid assessment. The Board of Directors of the Association shall have the power to establish the Annual Assessment at any sum it may determine in its discretion. It shall initially be the annual sum of \$125.00 per lot or parcel. The Board of Directors shall be empowered to fix any penalties for failure to make timely payments. Any assessment not paid by such deadline shall be delinquent and the Treasurer Association may execute in proper form for recordation of notice of assessment against such lot and the owners thereof. Such assessment shall be a personal obligation of owners and shall bear interest at the rate of twelve percent per annum from such deadline. Upon recordation of such notice in the office of the Clerk of Pittsylvania Circuit, the amount of the delinquency shall also become a lien upon the lot or parcel subject to such delinquency, which lien shall be subordinate to any bonafide first or commercial Deed of trust. Upon such filing, the Association shall have the right to all remedies available at law or in equity for enforcement and collecting thereof. Upon payment of any delinquency for which a Notice of Assessment has been recorded, the treasurer shall effect a release thereof at the cost of the delinquent owners. The Corporation shall not be subject to the above assessments.

7. Assessments made by the Association to provide fund to maintain, landscape and repair the Common Area and roads located within the above parcels to provide access to the lots in the above parcels, to provide snow removal service, to maintain and construct any entrance ways, subdivision signage, to keep the Common Areas and roads in a clean and orderly condition, to pay any insurance premiums deemed appropriate by the Board of Directors in connection with the functions of the Association and any taxes assessed against it, to enhance and maintain the privacy and general safety of the subdivision, to establish and post speeds and other traffic controls upon the roads in the above parcels, and to bar access to the above parcels to unauthorized persons or vehicles. Notwithstanding any provision herein to the contrary, no owner shall be responsible for any cost of the initial development or construction of the roads within the above parcels or any drainage or community facility within the subdivision.

8. The Association shall have no obligation to the public or to invitees or guests of owners. The Association shall provide maintenance and all other services stated herein to owners only to the extent such maintenance and services can be attained and provided with the proceeds of assessments. No officer or directors other than the Treasurer of the Association, shall be entitled to compensation for serving as such, and the Treasurer may be paid such sum annually as the Board of Directors shall determine. The Board of Directors may employ such professional and expert assistance as it may deem necessary in the operation of the Association. Any member of the Association, or his duly authorized representative, may inspect the books and records of the Association at reasonable times to be fixed by the Board of Directors.

9. The by-laws of the Association will provide for indemnification of the officers and directors from and against any and all liabilities, law suits, claims and demands of every kind, including court cost and counsel fees, arising out of their serving as an officer or director of the Association, except where due to gross negligence or willful conduct.

10. The road system for the above parcels shall include the 50 foot road easement shown on the above described plats. In addition, there is reserved and easement of 20 feet in width on each side of the said 50 foot road easement for widening of the road and installation and maintenance of utilities and for drainage. These two easements are from time to time referred to herein collectively as "The 90 Foot Road Easement." While lots shall extend to the center of the said road, each lot shall be subject to said 90 foot road easement, which shall be for the benefit of all owners, their guests and invitees. Within the confines of the 90 foot road easement the Association may establish walking paths and any such other amenities as it may deem advisable for the use and benefit of the owners. The road system shall be private unless and until dedicated, and maintenance and upkeep thereof shall not be responsibility of the Virginia Department of Highways or other public agency. The U.S. Postal Service, the County of Pittsylvania and/or the Commonwealth of Virginia, it's agents and employees engaged in the discharge of their official duties, shall have access to enforce the laws and ordinances of the Commonwealth of Virginia and the County of Pittsylvania or any other applicable governmental authority and to provide postal, police and fire protection and other services of the government as may be appropriate. To this extent only, the 90 foot road easement shall be deemed public; and in all other respects it shall remain private. The Association shall have the authority upon majority vote of the lot owners to dedicate the 90 foot road easement for public purposes and to cause such road to be taken by the County of Pittsylvania or to the Commonwealth of Virginia for maintenance by the Virginia Department of Transportation.

11. No lot shall be used except for residential or agricultural purposes and only one primary residence may be constructed on each lot.

12. The owners agree that the upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless agreed upon by 100% of the owners.

13. No money shall be collected By River Ridge Property Owners Associated, Inc., from its members until there is a first meeting. The first meeting may be only called by the Corporation.

14. Each individual owner agrees to be responsible for any damage to the roads within above parcels, resulting from the willful or negligent acts of himself, his agents, his guests, servants or employees. Each individual owner agrees to perform any such repairs at his own expense within a time less than thirty (30) days after notice of such damage to the address of the owner as listed on the membership rolls.

15. Owners agree that all driveways and drainage pipes shall be installed to the State or County Department of Highway and Transportation specifications.

16. No noxious, unreasonably loud, or otherwise offensive activities shall be carried on or permitted on any lot, nor shall anything be done thereon which is a nuisance to other lots or the occupants of other lots in the above parcels.

17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other. Waste shall not be kept except in sanitary containers, concealed from open view or as otherwise permitted by the Association. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards and no closer than 100 feet to any other lot line.

18. No individual sewage system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State and Local Public Health Authorities. Approval of such systems, as installed, shall be obtained from such authorities.

19. There is reserved under the Association the right and privilege to lay gas, water, sewers, storm sewers, sewer pipes, power lines, cable television lines, electric lights, telephone and telegraph poles, lines and wires, drainage ways and culverts in the 90 Foot Road Easement, as well as in the below described ten (10) foot and twenty (20) foot easements. There is reserved unto the Association an easement ten (10) feet in width along the common property lines of each lot, an easement twenty (20) feet in width along the exterior property lines of each lot within the above parcels. The Association may extend to other persons, companies or corporations any or all of the above said rights and privileges. However, the Association is under no obligation to do so, and it reserves the right to make charges to any transferee of such rights.

20. No motor vehicle may be parked on any lot, which vehicle does not have a current State License, State Inspection Sticker and County Tag, unless such vehicle is stored in an enclosed outbuilding. The said 90 Foot Road Easement shall not be used for parking.

21. All easements reserved herein or hereafter shall be vested in the Association when the Corporation has transferred by deed or contract thirty-five of the lots in the above parcels. It is hereby acknowledged there exist several cemeteries on the above parcels, the easements herein shall be subject to the rights of those interred therein.

22. The easements reserved herein or hereafter shall not prevent the use of the owner of the property except where inconsistent with the actual exercise of the easement right. Where any such consistent with the actual exercise of the easement right. Where any such consistent use by the owner is permissible, it shall be the duty of the party exercising the right to restore the easement to its original condition as much as practicable.

23. Invalidation of any of these provisions or any part thereof by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### **Resolution as to Assessment Limit**

**Whereas;** There are no maximum limits set on the amount of assessment/ per lot in The Declarations, Easements, Restrictions and Affirmative Obligations hereinafter referred to as "The Covenants" dated July 12, 1989 and recorded by Woodland, Inc., in the Circuit Court of Pittsylvania County in Deed Book 854, Pg. 663 and Adopted by River Ridge Property Owners Associated, Inc.

**Resolution;** A majority was made to change the maximum amount of assessments that could be charged annually be adopted and resolved to be \$100.00 and will go into effect as of June 28, 1997 at the Annual Meeting. This will resolve paragraph six (6) of The Covenants.

### **Resolution as to Commercial Logging**

**Whereas;** No guidelines are in The Covenant concerning Commercial Logging or any definition thereof.

**Resolution;** A vote was taken and the measure passed to amend The Covenants as follows: Commercial Logging is strictly prohibited. A clarification of the Commercial Logging insofar as The Corporation is concerned is as follows: No strip cutting of trees, other than for clearing of the land for houses, pastures, drain fields, removal of diseased trees; Etc. Stumps and debris must be removed and grass planted.

**Therefore,** we adopt this new amendment into the Covenants, Easements, Restrictions and Affirmative Obligations of River Ridge Property Owners Associated, Inc., in Pittsylvania County, VA as of July 28, 1997 at the Annual Meeting of River Ridge Property Owners Associated, Inc.

Filed in Chatham Courthouse, Pittsylvania County, VA on October 23rd, 1997. Book 1091 Pgs. 633 & 634

