

River Ridge Golf and Camping Club

DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 1st day of June, 1972, by TANGLEWOOD LAND COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a camping community with parks, playgrounds, open spaces, roads and streets, a golf course and pro-shop, swimming pool, teen center-clubhouse and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance and operation of the common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, operating and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate or cause to be incorporated under the laws of the State of Virginia, as a non profit corporation, the River Ridge Association, Inc., for the purpose of exercising the powers and functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to the provisions hereof, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, together with such amendments and/or additions thereto as may from time to time be incorporated herein.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the River Ridge Association, Inc.
- (b) "The Properties" shall mean and refer to all lands described herein and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land in the subdivision of the Properties intended to be devoted to the common use and enjoyment of the owners thereof, whether title thereto is held by the Developer or the Association, including specifically the parks, playgrounds, recreation areas, open spaces, streets and roads, golf course and country club, and all other common facilities, except concessions which are reserved to Developer.
- (d) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the legal or equitable owner, whether one or more persons or entities holding any original lot, whether such ownership be in fee simple or as land contract vendee, and shall not mean or refer to a mortgagee and shall be subject to the further restriction and limitation that no original lot shall be purchased or owned by more than two individuals, "family units" or legal entities or combination thereof.
- (f) "Family Units" shall mean and refer to any single individuals, whether related by blood or marriage, or a married couple and their infant, unmarried and unemancipated children.
- (g) "Legal Entities" shall include, but shall not be limited to firms, corporations, partnerships, associations, whether non profit or otherwise, churches, governmental agencies, municipalities, counties, states and the government of the United States of America.
- (h) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section I hereof.
- (i) "Camping Lots" as defined herein are those lots to be used exclusively for single family temporary camping purposes and for placement thereon of travel trailers, tent trailers, commercially produced recreational vehicles, pick-up truck campers, motor homes, tents and other vehicles commercially produced to be used for camping. All vehicles and tents as herein described must be inspected and approved by the Developer or the Association or their duly authorized agents prior to placement on any camping lot within River Ridge Golf and Camping Club Subdivision.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

“ADVENTURE VILLAGE” – Lots 1 – 142, as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn May 24 and 25, 1972, bearing caption: “River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia, said plat of record in Clerk’s Office, Circuit Court, Mecklenburg County, Virginia, in Deed Book _____, Page _____.

“LEISURE VILLAGE” – Lots 1L – 167L, as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn June 8 and 9, 1972, bearing caption: “River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia, said plat of record in Clerk’s Office, Circuit Court, Mecklenburg County, Virginia, in Deed Book _____, Page _____.

Section 2. Additional lands may become subject to this Declaration as follows:

(a) The Developer, its successors and assigns, at any time prior to December 31, 1983, shall have the right to bring additional lands into the scheme of this Declaration. Such proposed additions if made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors or assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the lands described herein or additional lands. The additions authorized under this and the succeeding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Agreements with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property except insofar as therein expressly stated. Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Agreements contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary Declaration revoke the Covenants established by this Declaration on the properties described herein.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Every person, family unit or legal entity who purchases any original lot, or an undivided interest therein, whether as land contract vendee or fee holder being subject to these covenants and to assessments as herein provided, shall be a member of the Association except that no lot may be owned by more than two individuals, family units, or legal entities or combination thereof. No such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall be a member.

(b) No individual, family unit or legal entity not holding an interest in an original lot shall become a member, voting nor non voting, of the Association.

Section 2. Voting Rights.

The Association shall have one class of voting membership. Voting members shall be all those members who hold the ownership required for Membership in Article III— Section 1 (a) above, except, however, when more than one individual, family unit or legal entity holds such interest or interests in any original lot, only one such individual, family unit or legal entity shall be a member. The vote for such lot shall be exercised as the owners themselves determine. In no event shall more than one vote be cast with respect to any such Original Lot.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV—Section 3, each "original lot" shall include as an appurtenance thereof, one and only one membership in the property owners association and shall create the right of easement of enjoyment in and the use of the Common Properties in only one individual, family unit or legal entity where such lot is owned by two individuals, family units or legal entities as defined in Article I, Section 1 (e, f, g) and the recipient thereof shall be designated, in writing, with the Developer or Association on an annual basis commencing with the acquisition of such ownership interest.

In all instances, the co-owners' use and enjoyment of the facilities and the use of said facilities as guest of the owner or any co-owner shall be restricted to:

- a) the rental of a campsite through the Developer or Association at the applicable then current rate;
- b) payment of all fees, in advance, for the use and enjoyment of such facilities.

One (1) camping unit shall be permitted on any lot at any one time.

Section 2. Title to and control of Common Properties. The Developer may retain the legal title to and control of the Common Properties, or any part thereof, until such time or times as, in the opinion of the Developer, the Association is able to adequately maintain and operate the same and to meet any existing obligations which may be a lien thereon; PROVIDED, HOWEVER, that notwithstanding any provisions herein, Developer shall convey said Common Properties to the Association, and divest itself of all control thereof, not later than December 31, 1983. Developer may, at any time, however, delegate and assign such functions, duties and responsibilities to the Association pertaining to the maintenance and operation of the Common Properties, or any part thereof, as the Developer considers appropriate and conducive to the welfare and efficiency of the camping community. At the time of any conveyance under this provision, title to land and improvements, if any, shall pass to the Association subject to such encumbrances as may have been placed upon said properties for purposes of the Association. Properties designated as Common Properties are for the mutual enjoyment of the property owners of the subdivision known as River Ridge Golf and Camping Club and said rights are subject to the terms and conditions of this Declaration.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to encumber said properties. The members' rights and easements in the Common Properties shall be subordinate to any deed of trust given by the Developer or Association as security for funds borrowed for the said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such indebtedness, the holders of the notes or the trustees under the deed of trust shall have all the rights afforded under the deed of trust or security agreement and under the laws of the State of Virginia, including the right after taking possession of The Properties, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the deed of trust or mortgage is satisfied and possession of the Properties returned to the Developer or Association, all rights of the members hereunder shall be restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed six (6) months for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, in addition to Membership Fees.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each subsequent owner, as provided in Article III Section 1 herein, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided in Section 9 of this Article, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied as aforesaid shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvements, maintenance and operations of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the facilities situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon, repairs, replacements and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof; PROVIDED, HOWEVER, that ten (10%) per cent of each annual assessment shall be paid to and retained by Developer as a payment on account of said common properties until such time as \$250,000.00 has been paid, or until December 31, 1983, whichever shall first occur.

Section 3. Basis and Amount of Annual Assessments. The annual assessment shall be One Hundred Twenty (\$120.00) Dollars per original lot. The amount of this assessment may, after consideration of current maintenance costs and future needs, be reduced for any year. THE AMOUNT THEREOF SHALL BE SUBJECT TO INCREASE BY THE DEVELOPER WITHOUT NOTICE TO ANY PURCHASER OR OWNER OF ANY LOT FOR THE PURPOSE OF MAINTAINING, RENOVATING, INSTALLING, MODIFYING, IMPROVING THE WATER, ELECTRICAL, SANITARY AND/OR BATH HOUSE FACILITIES SITUATE WITHIN OR UPON OR INSTALLED AND MAINTAINED OR TO BE INSTALLED AND MAINTAINED IN ANY SECTION OR SECTIONS OF THE DEVELOPMENT, COLLECTIVELY OR INDIVIDUALLY.

Section 4. Special Assessment for Capital Improvements [Developer]. In addition to the annual assessments authorized by Section 3 hereof, the Developer may levy in any assessment year a special assessment applicable to that year

only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including but not limited to the water, sewer, sanitary, bath house and electrical facilities, including the necessary fixtures and personal property related thereto, which said assessment may be levied by the developer as aforesaid without any prior notice to any purchaser or owner.

Section 4-A. Special Assessment for Capital Improvements [Association].

At such time as the Association has become fully operational and title to all common facilities or common properties, including but not limited to those properties set forth in Section 4 next preceding, have been delivered to the Association by the Developer, the Association shall have all such powers and authorities as are delegated or reserved to the Developer in said Section 4 or as may be otherwise contained herein, subject, however, that any such special assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments [Developer].

The Developer reserves the right unto itself to change the basis or maximum of annual assessments as provided in Article V, Section 3, hereinabove for the purpose of maintaining, renovating, installing, modifying or improving the water, electrical, sanitary and/or bath house facilities.

Section 5-A. Change in Basis and Maximum of Annual Assessments [Association]. At such time as the title to the common properties, including but not limited to the common facilities referred to in Section 4 above or otherwise set forth herein shall have been conveyed to the Association and at such time as the Association shall have become fully activated, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof, respectively, for any such period provided that any such changes shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting, except, however, that the Association shall not have the right to reduce the amount of any original or subsequent assessment if the same is shown to be reasonably necessary incident to the installation, maintenance or improvement of the water, sewer, sanitary, bath house or electrical facilities upon said premise.

Section 6. Quorum for any Action Authorized under Sections 4-A and 5-A.

The quorum required for any action authorized by Sections 4-A and 5-A hereof shall be as follows:

At the first meeting called, as provided in Sections 4-A and 5-A hereof, the presence at the meeting of members or of proxies, entitled to cast thirty (30%) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4-A and 5-A and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the first day of May, 1973. The assessments for each succeeding year shall become due and payable on the first day May of each year. No adjustments or prorations of assessments shall be made. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any property which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Developer or Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns and any subsequent owner thereof and shall bind the subsequent owner thereof whether or not expressly assumed, in which case such successor shall have the right of subrogation against his predecessor in title.

If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$5.00 shall be added thereto and from that date interest at the rate of one (1%) per cent per month may be added to the delinquent balance and penalty, and the Developer and/or Association may bring suit at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing Complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action. The Developer and/or Association shall establish a registered office where a determination may be made of the amount of any unpaid fees and charges hereunder and the failure so to do within ten (10) years from the date of this instrument shall terminate the obligation, if any, of the purchaser for value of a lot in said subdivision from being encumbered by such delinquent fee.

Section 10. Subordination of the Lien to Deeds of Trust and Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon the properties subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior

to a sale of such property under foreclosure of the deed of trust or mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof; (c) all properties exempted from taxation by the Laws of the State of Virginia, and to the extent of such legal exemption; (d) all properties owned or held by Developer for sale, resale, or otherwise owned by the Developer.

Section 12. Collection and Disbursement of Assessments. Annual assessments as herein provided shall be collected and disbursed for the purposes aforesaid by the Developer until such time as the Common Properties are turned over to the Association as hereinbefore provided, and the Developer shall be strictly accountable to the Association for the same. Developer may from time to time delegate functions as to the Association pertaining to collecting and disbursing said annual assessments. All special assessments shall be levied, collected and disbursed by the Association.

ARTICLE VI

COMMON UTILITIES

Section 1. "Hook On" Fees. Developer will install or cause to be installed to each original lot in Adventure Village and Leisure Village a central water and electrical service system. The owner of each such original lot shall pay to the Developer a "hook on" fee of Two Hundred Fifty (\$250.00) Dollars, in advance, within ninety (90) days from the date of "notice" by Developer to owner that it is preparing to provide said service.

The requirement of notice shall be met when the same is deposited, addressed to owner, postage prepaid, in the United States Mail.

Said payment shall be due regardless of whether the owner intends to use said lot for any purpose at any time and its payment shall be necessary and requisite to the installation of said systems within the area above mentioned.

Section 2. Liens for Non-payment of "Hook On" Fees. Said "hook on" fee shall be the personal obligation of the owner and in addition shall be and become a lien against and upon said lot or lots in favor of the Developer subject only to the lien of any deed of trust or mortgage now or hereafter placed upon the properties by the developer; provided, however, that such subordination shall apply only to those fees that have become due and payable prior to a sale of such property under foreclosure of the deed of trust or mortgage and only to the extent that the proceeds derived from any such sale shall, when applied to the principal, interest and cost incident thereto, be insufficient to fully retire the amount of such lien, including said fees, and any deficiency shall remain the owner's personal obligation.

Section 3. Charge for Service in Addition to Hook On Fees.

A. Electrical. The Developer will cause the necessary meters to be installed in Adventure Village and Leisure Village by the Mecklenburg Electric Cooperative for the purpose of determining the amount and cost of the electricity used in each Village. The meters shall be installed in the name of the Association and all statements on account of said electrical service shall be submitted to the Association for payment from the Association funds derived from the annual or special assessments aforesaid.

All electrical service equipment from said meters throughout the Village shall be a portion of the common property, the ownership interest in which shall be transferred to the Association by the Developer in accordance with Article IV, Section 2 hereof, subject to the provisions of Article V.

B. Water The Developer will cause a central water system to be installed in Adventure Village and Leisure Village providing water service to each lot therein. Said system shall be a part of the common properties, the ownership interest in which shall be transferred to the Association in accordance with Article IV, Section 2 hereof, subject to the provisions of Article V.

C. Sanitary System and Bath House Facilities. Developer will install a sanitary system and bath house facilities in Adventure Village and Leisure Village in accordance with the Mecklenburg County Land Subdivision Ordinance and subject to the approval of the State and Local Health Departments prior to December 31, 1973, which facilities shall be a part of the common properties the ownership interest in which shall be transferred to the Association in accordance with Article IV, Section 2, subject to the provisions of Article V.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or by an architectural committee composed of three (3) or more members of the Association appointed by the Developer. If no action is taken within sixty (60) days after submission then such proposal shall be deemed approved.

ARTICLE VIII

CONSTRUCTION AND USE LIMITATIONS

Section 1. All lots in the Adventure Village and the Leisure Village Sections as described in Article II, Section 1 hereof, of River Ridge Golf and Camping Club shall be used for camping only, and no such lot shall be used as a residence, nor, without the written permission of the Developer or the Association or their duly authorized agents, shall any lot be continuously occupied with a camping installation for a period in excess of sixty (60) days. Camping lots and installations

shall be inspected weekly or at the discretion of the Developer or Association or its/their duly authorized representative to insure strict compliance with all regulations hereinbefore or hereinafter set forth.

All building materials used in the construction of any structure as hereinafter described shall be new materials and all such structures shall be completed within three (3) months from start of construction.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot by two (2) feet with the name and address of the owner thereon.

Section 2. Hard-stands constructed and maintained as parking spaces for camping vehicles or tent floors shall be permitted on each lot subject to the provisions of Article VI, Section 1 hereof. A deck-storage shed combination may be constructed on premise in accordance with plans and specifications provided by the Developer, provided, however, that such construction shall conform to the requirements of Article VI, Section 1 hereof.

Section 3. Subject to the foregoing, no structure, including but not limited to, dwellings, mobile homes (trailers exceeding forty (40) feet in length and eight (8) feet in width not commercially produced for camping purposes) garages, sheds, fuel storage tanks, unless the same shall be entirely underground, "A"-frames, boat houses, waste-receptacle bins or houses, clothes drying facilities and television or radio antennas, above ground level, shall be constructed or be permitted to remain on camping lots.

This restriction shall not prohibit vegetation planted and trimmed for landscaping purposes nor does it prohibit the use of tent or awning frames, platforms, canopies, antennas, lines, poles and similar temporary forms provided the same are removed when the lot is not occupied, and in no event shall any such structure or portion thereof be allowed to remain on site for more than 60 consecutive days without the prior written consent of the Developer or the Association.

Section 4. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 5. Easements. Easements are reserved unto the Developer for the purpose of conveying to public utility companies or the Association the necessary easements for utilities along and within 10 feet of the front line, rear line and side lines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, pipes, water, sewer and other public, quasipublic or private utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side, rear and front property lines in cases of fractional lots. The person owning more than one lot may utilize the common lot line and the easement shall be inoperative as to said line provided that such utilization shall be commenced prior to the installation or use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the easement as long as such lines do not hinder the use and enjoyment of said lot.

All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of Declaration and may not be removed therefrom. Developer reserves the right to do grading, excavating, under brushing, tree cutting and trimming on the subject property, including the right to disturb top soil where in Developer's opinion such work is advantageous for the improvement of this subdivision.

Section 6. No original lot or group of lots may be resubdivided without the written consent of the Developer.

Section 7. Streets and Roadways. Purchasers of lots in the subdivision subject to this Declaration, and any additions hereto, are hereby notified (and this notice shall be considered a part of all deeds and contracts pertaining to the sale and conveyance of any lot) that all streets and roads in the subdivision as laid out and constructed by the developer, whether the same be paved or unpaved, will not necessarily conform to the standards of the Virginia Department of Highways; that all roads and streets shall be maintained by the Developer and/or Association as part of the Common Properties of the subdivision except such streets or roads as may be taken over by the Highway Department; and that in no case will the Highway Department become responsible for the upkeep of any street or road, or take the same into the Virginia highway system, unless and until the same are brought up to State Highway requirements and standards at the expense of the Association and/or the owners of the lots in the subdivision.

Section 8. Variance. The purpose of the foregoing Construction and Use Limitations being to insure the use of the properties for attractive camping uses, to prevent nuisances, to prevent impairment of the attractiveness of the property; to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his investment with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Construction and Use Limitations shall not apply to the Common Properties nor to properties owned by or reserved unto the Developer for any village shopping center.

ARTICLE IX

SANITARY FACILITIES AND UTILITIES

Section 1. No outside toilet shall be allowed on premise. No untreated waste from any lot shall be permitted to enter Lake Gaston nor any stream, branch, creek, ditch, gully, watershed or tributary thereof. No sewage, garbage, liquid, or

solid waste disposal systems, pits, "post holes," buried metal drums, latrines or other similar structures or operations shall be permitted on any camping lot.

All travel trailers, tent trailers, commercially produced recreational vehicles, pickup truck campers, motor homes and other camping vehicles having sewage drains shall have said drains sealed for the duration of their stay on any camping lot. All sewage, solid waste, liquid waste and trash must be disposed of at a maximum time interval of two days, and more frequently as may from time to time be required by the State or Local Health Department at dumping or trash stations provided therefor.

Any person using a camping installation without holding tank capabilities must use the "bath house" facilities provided for the disposal of all waste, both liquid and solid, as required.

The sanitary facilities within the development are subject to inspection and approval of the Department of Health, Commonwealth of Virginia, and the Mecklenburg County Health Department, and shall at all times conform to the requirements thereof. NO CAMPING LOT IN ANY SECTION OF THE DEVELOPMENT SHALL BE USED FOR ANY CAMPING PURPOSE, REGARDLESS OF DURATION, UNTIL SUCH TIME AS THE NECESSARY SANITARY FACILITIES HAVE BEEN INSTALLED IN THE SECTION IN WHICH SAID LOT IS LOCATED AND SUCH FACILITIES HAVE BEEN APPROVED BY THE HEALTH DEPARTMENTS, STATE AND LOCAL. The Developer warrants that said sanitary facilities shall be installed in accordance with the requirements of the Land Subdivision Ordinance of Mecklenburg County for a Planned Camping Community in the Adventure Village and Leisure Village Sections on or before December 31, 1973.

Section 2. Developer reserves the right to install septic tanks, drain fields and wells on any lot or groups of lots in any section in the subdivision subject, however, to the prior approval of the State and Local Health Department and such right shall continue in the Developer notwithstanding that any such lot or group of lots shall first have been sold or leased and subsequently reacquired by the Developer.

Section 3. No individual, family unit, or legal unity shall have the right to install any septic tank, drain field or well on any individual lot or groups of lots within the subdivision or subsection thereof.

Section 4. Developer will install or cause to be installed a central water and electrical service system in the Adventure and Leisure Village Sections of the subdivision and will provide service connections at each individual lot in each such section, but nothing herein contained shall serve to negate or restrict the reservation of rights contained in Section 2 above.

Section 5. Subject to approval of the State and Local Health Departments and the requirements of the Mecklenburg County Land Subdivision Ordinances the Developer reserves the right to designate certain sections within the subdivision as mobile home sites, temporary or permanent, and to install therein only those facilities as may be required by the said Health Departments or said ordinances.

ARTICLE X RENT RESTRICTIONS

Section 1. The owner of any lot within said subdivision who desires to rent or lease or permit the same to be used by any individual, family unit or legal entity shall do so only through the Developer or the Association and for such sums and upon such terms as may from time to time be set forth in a schedule of rentals to be prepared for the purpose to the end that the presence of any person within the subdivision shall be recorded, supervised and authorized in the interest of the welfare and safety of all those persons lawfully using said premise.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the original lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2, Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Developer or the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, Developer, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Developer reserves the right to enter upon any lot for the purpose of removing any signs, debris, brush, junk or other unsightly or unsanitary conditions and shall not be considered a trespasser in so doing, which said rights shall be fully assignable by the Developer to the Association at such time as the Association shall have been activated and is fully operational. The Developer and/or the Association further reserve the right to make a reasonable charge to the owner of such lot or lots for such service, which charge, when made, shall be a lien upon the premise and shall

be fully enforceable by the Developer or the Association through the appropriate action at law or suit in equity as the case may be.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, TANGLE WOOD LAND COMPANY, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF
PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 14th day of August, 1972, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;
WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Page 609-630; and

WHEREAS, under the terms and conditions of said original Declaration [Article II, Section 2, (a)], as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220, Page 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

BUFFALO VILLAGE (Lots 1B through 145B) as shown on a plat of survey consisting of three sheets prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn July 20, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat of record in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 222, Page _____.

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form as provided for the Adventure Village and Leisure Village Sections of the subdivision known as River Ridge Golf and Camping Club, and all provisions, terms, agreements, stipulations, reservations, restrictions, assessments and other material therein set forth are hereby specifically, collectively and individually incorporated herein by reference as fully as if said Protective Covenants and Agreements had been set forth in detail herein.

Developer covenants that it will install the necessary bath house facilities in the Buffalo Village Section of the subdivision on or before December 31, 1973, as provided for in the original Declaration of Protective Covenants and Agreements of June 1, 1972, as aforesaid, and agrees that prior to the installation of said facilities, purchasers of lots in said Section shall be permitted to use the sanitation facilities in the Adventure Village Section of said subdivision.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF

PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 14th day of August, 1972, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Page 609-630; and

WHEREAS, under the terms and conditions of said original Declaration [Article II, Section 2 (a)], as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220, Page 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in LaCrosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

COYOTE VILLAGE (Lots 1C through 172C) as shown on a plat of survey consisting of five sheets prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn July 25 and 26, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 222, Page _____ .

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form provided for the Leisure Village and Adventure Village Sections of said Subdivision known as River Ridge Golf and Camping Club, except as follows:

The purchasers of lots in Coyote Village as above described may permanently locate thereon mobile homes of not less than 420 square feet provided that the same are not more than 6 years of age at the time of their location on premise; that the appearance, design and location on premise shall be approved by the Developer and/or appropriate committee of the Property Owners Association; that the same shall be completed, skirted or underpinned by brick, blocks, masonry or material similar to the outside covering of the mobile home; that all fuel drums or tanks shall be buried or concealed by appropriate structures of like material as that employed in said mobile home or its underpinning; that all garbage or trash receptacles shall be fully enclosed and covered at all times and concealed as required for the fuel tanks as aforesaid.

All mobile homes located upon premise, whether permanent or temporary, must be hooked to the central water and sewer and electrical service system on site, and in the case of the electric system, electrical service will be metered to each individual lot by the Mecklenburg Electric Cooperative.

Commercial built campers will be permitted in Coyote Village provided they have flush type toilets, and all discharge lines must be connected to the central sewer system by use of the outlets to be provided by Developer, and said toilet systems must be fully operational.

No bath house facilities of any nature will be installed in Coyote Village Section of the Subdivision.

Developer reserves the right to meter water to each individual lot in the Coyote Village Section of the Subdivision or to the Coyote Village Section as a whole and to charge reasonable rates for water used in each lot in excess of 2500 gallons per month or to prorate the charge among the several lots based on an average of 2500 gallons per lot per month, which reservation of rights shall be fully assignable by the Developer.

The hook up fee for the central water and sewer system for the individual lots in Coyote Village Section of the subdivision is included in the purchase price of said lot, and the Developer covenants that said central water, sewer and electrical service system will be extended to the individual lots in said Section not later than December 31, 1973, and prior to the completion of said water and sewer facilities purchasers of a lot in the Coyote Village Section shall be permitted to use the bath house facilities located in Adventure Village Section of the Subdivision.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF

PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 18th day of October, 1972, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Pages 609-630; and

WHEREAS, under the terms and conditions of said original Declaration (Article II, Section 2, (a)), as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220 Pages 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

DEERCHASE VILLAGE (Lots ID through 142D) as shown on a plat of survey consisting of four sheets prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn September 22-27, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 224, Page _____.

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form as provided for the Adventure Village and Leisure Village Sections of the Subdivision known as River Ridge Golf and Camping Club, and all provisions, terms, agreements, stipulations, reservations, restrictions, assessments and other material therein set forth are hereby specifically, collectively and individually incorporated herein by reference as fully as if said Protective Covenants and Agreements had been set forth in detail herein.

Developer covenants that it will install the necessary bath house facilities in the Deerchase Village Section of the subdivision on or before December 31, 1973, as provided for in the original Declaration of Protective Covenants and Agreements of June 1, 1972, as aforesaid, and agrees that prior to the installation of said facilities, purchasers of lots in said Section shall be permitted to use the sanitation facilities in the Adventure Village Section of said Subdivision.

Developer reserves the right to extend utility lines, pipes, cables or other equipment over, along, across, under or through any lot in the Subdivision and shall not be considered a trespasser in so doing, nor shall the extension, operation or maintenance of any such line be considered a violation of the Protective Covenants and Agreements of June 1, 1972, or amendments or supplements thereto.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF

PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 18th day of October, 1972, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Pages 609-630; and

WHEREAS, under the terms and conditions of said original Declaration (Article II, Section 2, (a)), as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220 Pages 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

EAGLE VILLAGE (Lots IE through 109E) as shown on a plat of survey consisting of four sheets prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, dated October 4, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 224, Page _____.

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form provided for the Leisure Village and Adventure Village Sections of said Subdivision known as River Ridge Golf and Camping Club, except as follows:

The purchasers of lots in Eagle Village as above described may permanently locate thereon mobile homes of not less than 420 square feet provided that the same are not more than 6 years of age at the time of their location on premise; that the appearance, design and location on premise shall be approved by the Developer and-or appropriate committee of the Property Owners Association; that the same shall be completed, skirted or underpinned by brick, blocks, masonry or material similar to the outside covering of the mobile home; that all fuel drums or tanks shall be buried or concealed by appropriate structures of like material as that employed in said mobile home or its underpinning; that all garbage or trash receptacles shall be fully enclosed and covered at all times and concealed as required for the fuel tanks as aforesaid.

All mobile homes located upon premise, whether permanent or temporary, must be hooked to the central water and sewer and electrical service system on site, and in the case of the electric system, electrical service will be metered to each individual lot by the Mecklenburg Electric Cooperative.

Commercial built campers will be permitted in Eagle Village provided they have flush type toilets, and all discharge lines must be connected to the central sewer system by use of the outlets to be provided by Developer, and said toilet systems must be fully operational. In the event that the hook on outlet or location of the camper or mobile home located on site is below the level of the main or branch sewer line serving the site so as to necessitate a pumping facility to raise the sewage and other discharge to the level of said line. All costs incident to the purchase, installation and maintenance of such pumping facility and appurtenances thereto shall be the sole responsibility of the owner of said lot and the Developer does not covenant or agree to install or maintain any such equipment.

No bathroom facilities of any nature will be installed in Eagle Village Section of the Subdivision.

Developer reserves the right to extend utility lines, pipes, cables or other service equipment over, along, across, under or through any lot in the subdivision and shall not be considered a trespasser in so doing, nor shall the extension, operation or maintenance of any such line be considered a violation of the Protective Covenants and Agreements of June 1, 1972, or amendments or supplements thereto.

Developer reserves the right to meter water to each individual lot in the Eagle Village Section of the Subdivision or to the Eagle Village Section as a whole and to charge reasonable rates for water used in each lot in excess of 2500 gallons per month or to prorate the charge among the several lots based on an average of 2500 gallons per lot per month, which reservation of rights shall be fully assignable by the Developer.

The hook up fee for the central water and sewer system for the individual lots in Eagle Village Section of the Subdivision is included in the purchase price of said lot, and the Developer covenants that said central water, sewer and electrical service system will be extended to the individual lots in said Section not later than December 31, 1973, and prior to the completion of said water and sewer facilities purchasers of a lot in the Eagle Village Section shall be permitted to use the bath house facilities located in Adventure Village Section of the Subdivision.

IN TESTIMONY WHEREOF, TANGLE WOOD LAND COMPANY, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed thereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.

By J. LAWSON JONES, President

ATTEST:
P. H. Rudd, Secretary
(CORPORATE SEAL)

RIVER RIDGE GOLF AND CAMPING CLUB
SUPPLEMENTAL DECLARATION
OF
PROTECTIVE COVENANTS AND AGREEMENTS

THIS AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 29th day of January, 1973, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, recorded in the Clerk's Office of said county in Deed Book 220, Pages 609-630; and

WHEREAS, pursuant to (Article II, Section 2 (a)) as aforesaid, Developer has brought additional land, to-wit: Eagle Village, Lots 1E through 109E, as shown on a plat of survey made by Quibie and Associates, October 4, 1972, into and under the scheme of said Protective Covenants and Agreements by its Supplemental Declaration of Protective Covenants and Agreements October 18, 1972, recorded in said Clerk's Office in Deed Book 224, Pages 214-217; and

WHEREAS, under the provisions of the Supplemental Declaration of Protective Covenants and Agreements of October 18, 1972, the estimated completion date for the central water, sewer and electrical system for Lots 1E through 109E, Eagle Village, was fixed at December 31, 1973; and

WHEREAS, Developer now finds it necessary to amend the estimated completion date as aforesaid, and in accordance with the Declaration of Protective Covenants and Agreements and Amendments thereto;

NOW, THEREFORE, THIS AMENDMENT, FURTHER WITNESSETH:

The hook on fee for the central water and sewer system and electrical service system for the individual lots in Eagle Village Section of the subdivision is included in the price of said lot, and Developer covenants that said central water, sewer and electrical service system will be extended to the individual lots in said Section as follows:

Lots 21E-38E and 98E-103E—December 31, 1973;

Lots 1E-20E; 39E-96E and 104E-109E—December 31, 1975.

Prior to the completion of said water and sewer facilities, purchasers of a lot in the Eagle Village Section shall be permitted to use the bathhouse facilities located in Adventure Village Section of the subdivision.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed thereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.

By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

RIVER RIDGE GOLF AND CAMPING CLUB
SUPPLEMENTAL DECLARATION
OF
PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 5th day of March, 1973, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in said Clerk's Office in Deed Book 220, Pages 609-630; and

WHEREAS, under the terms and conditions of said original Declaration (Article II, Section 2, (a)), as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements, restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provisions of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220, Pages 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

TRACT NO. 1—HARE VILLAGE (Lots 1H through 171H) as shown on a plat of survey consisting of four sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn January 22-24, 1973, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 228, Page 394.

TRACT NO. 2—MOOSE VILLAGE (Lots 1M through 144M) as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers, Chase City, Virginia, drawn December 12-14, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," said plat recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 228, Page 385.

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms, provisions, conditions and restrictions of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form as provided for the Adventure Village and Leisure Village Sections of the Subdivision, and all provisions, terms, agreements, stipulations, reservations, restrictions, assessments and other matters therein set forth are hereby specifically, collectively and individually incorporated herein by reference as fully as if said provisions had been set forth in detail herein subject only to the amendments hereinafter set forth.

Developer covenants that it will install the necessary bath house facilities in the Hare Village and Moose Village Sections of the Subdivision on or before December 31, 1975, as provided for in the original Declaration of Protective Covenants and Agreements of June 1, 1972, as aforesaid, and agrees that prior to the installation of said facilities, purchasers of lots in said Sections shall be permitted to use the sanitation facilities in the Adventure Village Section of the Subdivision.

Developer reserves the right to extend utility lines, pipes, cables, or other equipment over, along, across, under or through any lot in the Subdivision and shall not be considered a trespasser in so doing, nor shall the extension, operation or maintenance of any such line be considered a violation of the Protective Covenants and Agreements of June 1, 1972, or Amendments or Supplements thereto.

Purchasers of lots in the Hare and Moose Villages that border on any man-made lake lying wholly or partly within the Subdivision (exclusive of Lake Gaston) shall not be permitted to construct boat docks or any mooring facilities for any boats, water crafts or other conveyances of any type or nature for use on the water within or adjacent to said man-made lakes.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF
PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 26th day of June, 1973, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Pages 609-630; and

WHEREAS, under the terms and conditions of said original Declaration (Article II, Section 2 (a)), as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements:

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220, Pages 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

FOX HOLLOW VILLAGE (Lots 1F through 138F, inclusive) as shown on a plat of survey consisting of four sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn November 24-29, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," recorded in the Clerk's Office of said county June 25, 1973, in Deed Book _____, Page _____.

INDIAN VILLAGE (Lots II through 741, inclusive) as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn February 1, 1973, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," recorded in the Clerk's Office of said county June 25, 1973, in Deed Book _____, Page _____.

The lots above described are hereby made, shall be and become a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form provided for the Leisure *Village* and *Adventure* Village Sections of said Subdivision known as River Ridge Golf and Camping Club, except as follows:

Purchasers of any lot or lots in the Indian Village Section and / or Fox Hollow Village Section of the Subdivision, which lot abuts or is crossed by the central sewer system or a branch thereof may permanently located thereon mobile homes of not less than 420 square feet provided that the same are not more than six years old at the time of its location on the premise; that the appearance, design and location on premise shall be approved by the Developer and / or appropriate committee of the Property Owners Association; that the same shall be completed, skirted or underpinned by brick, blocks, masonry or material similar to the outside covering of the mobile home; that all fuel drums, tanks or other containers shall be buried or concealed by appropriate structures of like material as that employed in said mobile home or its underpinning, and that all garbage or trash receptacles shall be fully enclosed and covered at all times and concealed as required for the fuel tanks as aforesaid.

All mobile homes located upon any such lot, whether permanent or temporary, must be hooked to the central water and sewer and electrical service system, and in the case of the electrical system said service will be metered to each individual lot by the Mecklenburg Electric Cooperative.

Commercial built campers will be permitted on any lot which abuts or is crossed by the central sewer system or a branch thereof provided it has a flush type toilet and all discharge lines must be connected to the central sewer system by the use of the outlets thereto provided by the Developer. Such toilets must be fully operational.

In the event that the hook on outlet or location of the commercial built camper or mobile home on any such lot is below the level of the main or branch sewer line serving the site so as to necessitate a pumping facility to raise the sewage and other discharge to the level of said line, all cost incident to the purchase, installation and maintenance of such pumping facility and the cost of any additional lines from the point of connection to the main or branch or sewer line to the point of usage shall be the sole responsibility of the owner of any such lot, and the Developer does not agree to install or maintain or provide any such equipment of facilities.

In addition to the foregoing, placement of mobile homes and/ or commercial built campers on any lot in said Sections, either or both, shall at all times be subject to the prior approval of the Mecklenburg County Health Department or other appropriate governmental agencies having jurisdiction in the premise, and in addition thereto, shall conform to the Subdivision Ordinances of the County of Mecklenburg, Commonwealth of Virginia.

Developer reserves the right to meter the water to each individual lot in either section of the Subdivision upon which a mobile home or commercial type camper is located and to charge reasonable rates for the water used at each such site in excess of 2500 gallons per month or to prorate the charge among the several lots based on an average of 2500 gallons per lot per month, which reservation of rights shall be fully assignable by the Developer.

All lots in the Indian Village Section and Fox Hollow Village Section, either or both, of the Subdivision that are not served by the main or branch line of the central sewer system may be used for camping purposes only, and the Developer covenants and agrees to provide a bath house facility within 500 feet of each such lot in accordance with the requirements of the Mecklenburg County Subdivision Ordinance.

The hook on fee for the central water and electrical service system to each lot in each section that may be used for camping purposes only is not included in the purchase price of the lot and shall be due the Developer or its assigns within ninety (90) days from the date of "Notice" by Developer to owner that it is preparing to provide said service, and the requirement of "Notice" shall be met when the same is deposited, addressed to owner, postage prepaid, in the United States Mail. The amount of the fee is \$250.00 subject to increase in accordance with the Declaration of Protective Covenants and Agreements made June 1, 1972.

The hook on fee for the central water, electrical and sewer system for each lot upon which a mobile home or commercial built camper may be located is included in the purchase price of the lot, and the Developer covenants and agrees that the central water and electrical service system that will supply all lots in each section and the sewer system for the lots upon which mobile homes or commercial built campers may be located and the bath house facilities for the lots that may be used for camping purposes only will be installed not later than December 31, 1976.

Developer reserves unto itself, its successors, assigns and designates the right to extend utility lines, pipes, cables or other service equipment over, along, across, under and through any lot in the Subdivision and shall not be considered a trespasser in so doing, nor shall the extension, operation or maintenance of any such line be considered a violation of the Protective Covenants and Agreements of June 1, 1972, or amendments or supplements thereto.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)

SUPPLEMENTAL DECLARATION
OF
PROTECTIVE COVENANTS AND AGREEMENTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 26th day of June, 1973, by TANGLEWOOD LAND COMPANY, INC., a Virginia Corporation, hereinafter called Developer;

WITNESSETH

WHEREAS, Developer has heretofore executed a Declaration of Protective Covenants and Agreements pertaining to the River Ridge Golf and Camping Club Subdivision, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, dated June 1, 1972, and recorded in the Clerk's Office of said county in Deed Book 220, Pages 609-630; and

WHEREAS, under the terms and conditions of said original Declaration (Article II, Section 2, (a)), as aforesaid, additional land may from time to time be brought into and under the scheme of said Declaration and when so included the same shall become subject to the terms, conditions, agreements and restrictions and assessments as therein contained; and

WHEREAS, Developer now desires to bring additional lands into the scheme and provision of said Declaration of Protective Covenants and Agreements;

NOW, THEREFORE, in accordance with Article II, Section 2 (a) of the original Declaration of June 1, 1972, the Developer does hereby designate and include as a part of and within the scheme and subject to the terms and conditions of said original Declaration of Protective Covenants and Agreements recorded in Deed Book 220, Pages 609-630, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, all of those certain lots or parcels of land, situate in La Crosse Magisterial District, Mecklenburg County, Virginia, and more particularly described as follows:

KANGAROO VILLAGE (Lots 1K through 39K and 41K through 47K, inclusive) as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn February 12, 1973, bearing caption: "River Ridge Golf and, Camping Club,

La Crosse Magisterial District, Mecklenburg County, Virginia," recorded in the Clerk's Office of said County June 25, 1973, in Deed Book _____, Page _____.

GROUND HOG VILLAGE (Lots 1G through 103G, inclusive) as shown on a plat of survey consisting of three sheets, prepared by Quible and Associates, Incorporated, Consulting Engineers and Land Surveyors, Chase City, Virginia, drawn December 28, 1972, bearing caption: "River Ridge Golf and Camping Club, La Crosse Magisterial District, Mecklenburg County, Virginia," recorded in the Clerk's Office of said county June 25, 1973, in Deed Book _____, Page _____.

The lots described above are hereby made and shall be a part of and within the scheme and subject to the terms of the Declaration of Protective Covenants and Agreements of June 1, 1972, in the same manner and form as provided for the Adventure Village, and all provisions, terms, agreements, stipulations, reservations, restrictions, assessments and other material therein set forth are hereby specifically, collectively and individually incorporated herein by reference as fully as if said Protective Covenants and Agreements had been set forth in detail herein.

Developer covenants that it will install the bath house facilities, water and electrical system and roadways in the Kangaroo and Ground Hog Village Sections of the Subdivision on or before December 31, 1976, and agrees that prior to the installation of said facilities purchasers of lots in the aforesaid sections shall be permitted to use the sanitation facilities in the Adventure Village Section of the Subdivision.

Developer reserves for itself, its successors, assigns and designates the right to extend utility lines, pipes, cables or other equipment over, along, across, under, or through any lot in the Subdivision and shall not be considered a trespasser in so doing the extension, operation or maintenance of any such utility line shall not be considered a violation of the Protective Covenants and Agreements of June 1, 1972, or amendments or supplements thereto.

IN TESTIMONY WHEREOF, TANGLEWOOD LAND COMPANY, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation, and by authority of its Board of Directors duly and legally given, this day and year first above written.

TANGLEWOOD LAND COMPANY, INC.
By J. LAWSON JONES, President

ATTEST:
P. H. RUDD, Secretary
(CORPORATE SEAL)