

This Declaration is prepared by:
Dream Land of Virginia, LLC
5899 Derwent Rd., Powhatan, VA
Tax Map No. 92-A-5

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
AND ROAD MAINTENANCE AGREEMENT FOR RIVER ROCK ESTATES**

THIS DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS made and entered into this 15th day of August, 2007, by Dream Land of Virginia, a Virginia Limited Liability Company, hereinafter referred to as the "Grantor".

RECITALS:

1. Dream Land of Virginia, a Virginia Limited Liability Company, is the Owner/Developer of the River Rock Estates Subdivision, Tracts 1 thru 9, inclusive.
2. The Owner/Developer intends that all the tracts of River Rock Estates, Tracts 1 thru 9, inclusive, shall be subject to the Declaration of Reservations and Restrictive Covenants of the River Rock Estates Subdivision as hereinafter set forth.

Now, therefore, Dream Land of Virginia, a Virginia Limited Liability Company, hereby declares that all tracts of River Rock Estates as more fully shown on that certain plat of survey prepared by Saunders Surveys, Inc. shall be held, transferred, sold, conveyed, owned, and occupied subject to the covenants, restrictions, easements and charges as hereinafter set forth as follows:

The Reservations and Restrictive Covenants in this document are to run with the land hereinafter described and shall be binding upon all parties and all persons owning tracts in River Rock Estates, as below-described, or claiming under them, as well as the Grantor herein. Their successors and assigns shall expressly benefit by said Restrictions and may enforce them as a covenant appurtenant unto their respective lands. Invalidity of any of the following Reservations and Restrictive Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the covenant.

1. PROPERTIES SUBJECT:

The Restrictive Covenants are applicable to the following described property located in Nelson County, Virginia except as otherwise provided herein:

River Rock Estates, Tracts 1 thru 9, inclusive, as more fully shown on that certain plat of survey prepared by Saunders Surveys, Inc.

2. PROPERTY OWNERS ASSOCIATION AND ROAD/COMMON AREA MAINTENANCE:

The Grantor has constructed the present roadways which serve and benefit the subject properties, including all rights-of-way and easements and shall not be further responsible to any tract owner or To "River Rock Estates Property Owners Association", for any future upkeep, maintenance or improvement of the roadways after responsibility for, same has ended as provided herein below.

The River Rock Estates Property Owners Association hereinafter referred to as "The Association", is hereby formed for the purpose of maintaining and repairing the roadways and all common areas located in the subdivision in good and safe condition. All owners of tracts in the River Rock Estates Subdivision, its successors and assigns, shall by acceptance of the deed of conveyance be a member(s), and are subject to the provisions, conditions, restrictions, and covenants contained herein.

a. All members of The Association shall be entitled to one (1) vote per tract owned. Vote may be made in person or by proxy.

b. The roadways and right-of-ways constructed throughout the subdivision as well as any common area are for use in common with the Grantor, the tract owners and their respective heirs, successors, and assigns.

c. (1) The Association shall maintain the effected rights-of-ways, roads, and common areas within the Subdivision, and for such purposes shall assess each member, an amount not to exceed an aggregate of \$100.00 annually for ownership of each tract.

The fee shall be \$100.00 per year until otherwise established by The Association. If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by vote consisting of 75% of the property owners.

The Grantor shall be exempt from any and all assessments, at such time as the Association assumes responsibility for the maintenance of said affected roads, rights-of-ways, and common areas. The annual fee shall be due and payable in advance each year, with the first year's payment due at closing and subsequent payments due on the anniversary date of closing each year. The money will be held in an Escrow Account by the Developer, and used for repairs as set out herein, and transferred to the Owner's Association once such Association is in place. Dream Land of Virginia, LLC, its successors and assigns, and all property owners and/or any incorporated or unincorporated property owners association in the River Rock Estates Subdivision shall expressly benefit by this Road/Common Area Maintenance.

(2) All maintenance and upkeep of the affected private roads and common area serving the River Rock Estates parcels, including snow removal, will be done on the basis of competitive bids and only as required on demand of the Association. No work will be

undertaken where projected costs will exceed \$500.00 until the consent of 75% of the membership is obtained.

(3) Upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear unless otherwise agreed to by 100% of the property owners. All roads will remain private and will never be taken into the State system.

d. Any assessments, together with interest and costs, shall be a lien upon the tract against which such assessment is made. The Association shall have the right to file among the land records of Nelson County, Virginia, a duly executed and acknowledged Notice of Lien with respect to each tract and its owner for which any assessment remains unpaid. However, such assessment shall be a lien whether or not filed in said courthouse.

e. All property owners (exclusive of the Grantor) agree to attend a meeting of property owners, convened after at least one month's written notice, at which time at least two (2) individuals, but not more than five (5), will be elected on an annual basis thereafter pursuant to a duly held vote of membership in the Association. Purchaser agrees to attend said meeting to facilitate the details of this agreement. This meeting will be held after 75% of the tracts are sold.

f. Tract owners shall be responsible for repair of any damages to the roads and common area in the Subdivision, resulting from the willful or negligent acts of himself or his agents or employees; and to perform any such repairs at his/her own expense within a reasonable time, but not in excess of thirty (30) days after written notice of such damages shall have been sent to tract owner(s) from the Grantor or the Association.

g. All property owners agree to install driveways below the grade of the road and in such a way as to not disrupt the normal flow of water in the road ditch.

h. A safe Speed Limit of 20 miles per hour is to be maintained at all times and can only be changed by vote of 75% of the property owners or by operation of law.

3. EASEMENTS:

a. The Grantor herein, its successors and/or assigns shall retain a perpetual non-exclusive easement over all roads, rights-of-way, easements, and common area. The tracts in this project are subject to utility easements for the purpose of bringing public services to the land being developed. They are also subject to road and drainage easements as shown on the plat.

b. The Grantor reserves unto itself, successors, and assigns, the right to erect and maintain all utility and electric lines, with the right of ingress or egress for the purpose of installing or maintaining same.

4. RESERVATIONS:

a. Grantor expressly reserves the right to impose violation of any of the provisions hereof, and it shall be lawful, proper and authorized for any other person or persons in owning any real estate situated in equity against the person or persons in violation or to recover damages or other dues for such violation, including owners of the respective tracts herein, their successors and assigns, and The Association.

b. Grantor reserves the rights to amend, delete, or add to those covenants and restrictions as necessary provided any such amendments or deletion or addition shall not unreasonably interfere with the use and enjoyment of the land by the respective owner.

5. TRACTS AND AREA USAGE:

No single width or double width mobile homes shall be allowed and are therefore expressly prohibited. Each tract or parcel of land within River Rock Estates Subdivision shall be used for non-commercial plant or crop agriculture, residential or recreational use purposes. Commercial activities are therefore expressly prohibited, except for in home office business activity to the extent that such activity is in compliance with federal, state, and local regulations.

6. COMMERCIAL USE AND NUISANCE:

a. No commercial activity, except as provided hereinabove, shall be carried on or permitted upon any tract or lot, nor shall anything be done thereon which may cause annoyance or nuisance to the neighborhood; further, activities on or the use of any said tract shall not pollute, cause waste to, or adversely affect other tract owners enjoyment of their property. All tract owners shall maintain their tract(s) free of litter and debris.

b. No unlicensed or unusable motor vehicles of any sort shall be allowed except to the extent that such vehicles are being reconditioned or rebuilt within a reasonable period of time and are otherwise properly maintained and removed from public view. Unused or unmaintained outbuildings may not be left or otherwise abandoned within River Rock Estates Subdivision.

c. No further subdivision of existing 9 tracts will be permitted.

d. Buildings must include twelve hundred (1,200) square feet of finished floor space with a minimum 5/12 roof pitch. Any buildings started must be completed within twelve (12) months.

e. 4-Wheeler & All-Terrain vehicle use is limited to river access; they are not to be driven on Association roads or right-of-ways. Nuisance driving of these vehicles is not permitted.

f. No trees more than six (6) inches in diameter are to be removed within one hundred (100) feet of the river bank.

g. Camping is permitted on a short-term basis. Campsites must be kept neat and must not be permanent. Campsites cannot be used for longer than a two (2) week duration. Any campers used on the site must be currently licensed and have a current state inspection.

7. AGRICULTURE:

No swine or fowl or cattle shall be raised, bred or allowed and therefore are expressly prohibited. Household pets such as dogs and cats, and also horses, may be kept provided they are not bred or maintained for commercial purposes, and do not otherwise violate this Declaration or any Municipal/County Ordinance or Regulation. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the subdivision.

8. CONFLICT:

In the event of any conflict between the provisions of this document and the plat drawings and/or specifications, the constraints reflected in the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

Dream Land of Virginia, LLC., a
Virginia limited liability company

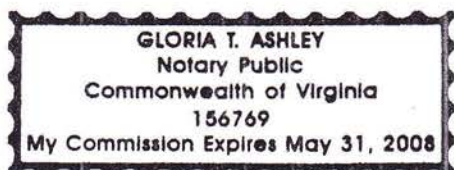
By: Harry R. Williams, II
Harry R. Williams, II

STATE OF Virginia
CITY/COUNTY OF Nelson - to-wit:

The foregoing was acknowledged before me, in my jurisdiction aforesaid, this 24th day of Sept., 2007, by Harry R. Williams, II, President of Dream Land of Virginia, LLC, a Virginia limited liability company.

My commission expires: 5/31/08

Registration No: 156769



Gloria T. Ashley
Notary Public

I. ROAD MAINTENANCE AGREEMENT

Agreement is made this ____ day of _____, 200__ by and between _____
_____, hereinafter "Purchaser") and DREAM LAND OF VIRGINIA, LLC, a Limited
Liability Company (hereinafter called "Seller).

Seller and Purchaser agree to the DECLARATION OF RESERVATIONS AND
RESTRICTIVE COVENANTS as detailed above in Section I.

WITNESS our hands and seals:

DREAM LAND OF VIRGINIA, LLC

(Purchaser)

(Purchaser)