

DECLARATION OF RIGHTS, RESTRICTIONS
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN
HIGHLAND ON THE JAMES

WHEREAS, Highland Associates Limited Partnership (the Owners) are the owners of certain lands located in Nelson County, Virginia.

WHEREAS, the owners wish to declare certain restrictive covenants affecting certain of their lands in Nelson County.

NOW, THEREFORE, the Owners do hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" and any amendments thereto, attached hereto and lands platted under the coverage hereof by express declaration. The Owners reserve in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

DEFINITIONS

A. "Owner" when used herein refers to Highland Associates Limited Partnership.

B. The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Nelson County which has been subjected to the provisions of this Declaration by reference in deeds issued by the Owners.

C. The term "Property Owner" when used in this Declaration shall mean and refer to all purchasers (including the owner) of an interest in real property covered by this declaration located in Nelson County, Virginia, including, but not limited to, corporations, partnerships, joint enterprises and individuals.

D. The covenants and restrictions below will be referred to as "Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to all Property in "Highland on the James" and will be recorded in the Office of the Clerk for the Circuit Court of Nelson County, Virginia, and may be incorporated by reference to deeds to real property

issued by the Owners by reference to the book and page of recording in the land records of said Clerk's Office.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO THE PROPERTY DESCRIBED IN EXHIBIT "A" AND ANY ADDITIONAL PROPERTY ADDED TO EXHIBIT "A"

PREAMBLE

The primary purpose of these covenants and restrictions is to insure the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental considerations. For this reason such standards are not established by these covenants. In order to implement the purposes of these covenants, the Owners may establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than may be set forth herein.

1. No property owner shall oppose the use, zoning or development of the remaining lands comprising Highland on the James.

2. Property owners shall participate in the maintenance, snow removal and any other necessary costs in maintaining roads which serve as a means of ingress and egress to their respective parcel. It is understood that the responsibility of carrying out this provision shall be with the Property Owners Association as hereinafter described. It is further understood that no property owner or association thereof shall make any request of the governing body of Nelson County or of the Virginia State Department of Highways to assume responsibility for the maintenance and/or construction of roads in or at "Highland on the James" unless and until any such roads are improved to meet existing state specifications.

3. No motor home, trailers, or similar motorized structures or towed vehicles shall be placed on any parcel.

4. All construction on any parcel in Highland on the James must comply with any setback requirements which may now exist or may hereinafter be enacted and be in force at the time of construction.

5. All property owners shall be entitled to the use of any Highland on the James facilities provided these facilities are open by the owner to the property owner and provided further that the use of any such facilities may be subject to the property owner being assessed a cost or having to comply with various restrictions that may be placed on said facility by the owners.

6. No unlicensed cars, trucks or other vehicles shall remain on any parcel in Highland on the James unless they are neatly stored out of sight, provided, that in no event shall any property owner permit his/her parcel to create an eyesore to the remaining community.

7. No "off-the-road" recreation type vehicles such as trail bikes and/or three-wheeler type vehicles are allowed on the subject property except in those areas so designated by the Property Owners Association.

8. The property owners in Highland on the James shall organize and form a Property Owners Association which shall be charged with the overall maintenance and upkeep of the roadways at Highland on the James. Furthermore, all plans for construction of any type on any property located at Highland on the James must, prior to being begun, be approved by the Architectural Control Committee comprised of John W. Jackson, III and whomsoever he may designate to act in concert with him. Said approval must be in writing and will not be granted until such time as the applicant for a building permit at Highland on the James has supplied the Architectural Control Committee with a proposed construction schedule. A filing fee of \$10.00 shall accompany the submission of any such plans to the Architectural

Control Committee. In the event approval of such plan is neither granted nor denied within thirty (30) days following receipt by the Architectural Control Committee of the above documents then the provisions of this paragraph shall be thereby waived.

9. Should any dwelling unit or any structure on any property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months of the date of any such destruction.

10. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of owner, or except as may be required by legal proceedings. If such permission is granted, the Owner reserves the right to restrict size, color and content of such signs.

11. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by means approved by the owner and the appropriate governing body of Nelson County.

12. Prior to the occupancy of a residence on any property, provisions for water shall be made by means approved by the owner.

13. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in Highland on the James without first obtaining the written consent of the owner.

14. The Owners reserve unto themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of, electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for

utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Architectural Control Committee; (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with and approved in writing by the Architectural Control Committee. These easements and rights expressly include the right to cut any trees, bushes or shrubbery make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Owners further reserve the right to locate wells, pumping stations, siltation basins and tanks within Highland on the James in any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Owners, but this reservation shall not be considered an obligation of the Owners to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provision of this paragraph, the Owners shall restore such property as nearly as is reasonably possible to the condition immediately prior to such installation.

15. The use of roads in Highland on the James shall be subject to rules and regulations established and modified from time to time by the property owners association.

16. The terms of this Declaration consisting of 6 pages may be altered or amended at any time and without notice by the sole action of Highland Associates Limited Partnership, the "Owner" as defined herein.

17. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reasons, by the adjudication of court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

HIGHLAND ASSOCIATES
LIMITED PARTNERSHIP

By:


Managing General Partner

STATE OF VIRGINIA
CITY/COUNTY OF Nelson, To-wit:

The foregoing instrument was acknowledged before me this 20 day of May, 1985 by John W. Jackson, III, Managing General Partner in Highland Associates Limited Partnership.

My commission expires:

6/8/86


Notary Public