

All of the tracts shown on the plat attached hereto shall be subject to the following restrictions and covenants, which are covenants running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid tracts or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RESTRICTIVE COVENANTS

1. Each tract owner is granted a perpetual and unobstructed right-of-way and easement over and across the access road adjacent to that tract for ingress and egress to and from the nearest public road, as shown on the attached plat. Said easement shall have a width of fifty (50) feet as shown on the attached plat. The use and maintenance of these two access roads shall be as follows:

a. There shall be no parking within the access road easement at any time except for emergency vehicles, unless those property owners whose lots are serviced by the access road shall agree upon other parking limitations.

b. In the event that any improvements on a common access road are damaged or destroyed through the act of a lot owner or any of his tenants, licensees, employees, agents or invitees (whether or not such act is negligent or otherwise culpable), it shall be the obligation of said lot owner to rebuild and repair the said improvements without cost to the other lot owners. Otherwise, it shall be the obligation of the lot owners sharing the access road to maintain, rebuild and repair such common access road at their joint expense, up to the point that the access road is used jointly by them. For example, if one adjoining lot uses the access road for only one quarter of its length and then his private drive branches off from the access road, that lot owner's obligation for joint maintenance shall only apply to the one-quarter distance for which he uses the access

road in common with the adjoining owner. To this end, the benefitted lot owners sharing a common access road by agreement shall assess themselves periodic dues or assessments which shall be used to defray the cost of said maintenance, rebuilding and repair of these access roads. However, unless changed by mutual agreement of the lot owners using the access road, such annual dues or assessments shall not exceed \$500 per year per lot owner, based upon 1988 dollars.

c. On June 1st of each year, the cap on the annual road maintenance assessment will be increased by one-half (1/2) of the increase as measured by the cost of living index. The cost of living index used in this calculation shall be the Consumer Price Index-All Urban Consumers (CPI/U), as published by the Bureau of Labor Statistics of the U. S. Department of Labor, Room 4087, 441 G Street, N.W., Washington, D. C. 20212; telephone: 202/523-1239.

d. Such maintenance assessment shall be due sixty (60) days after notice thereof is given by the lot owner who incurred the cost for maintenance, rebuilding or repair of the common access road. If any assessment is not paid by the due date, the assessment shall bear interest from the due date at the judgment rate of interest as prescribed by Virginia law. Such interest, cost of collection including reasonable attorney's fees, shall be added to the amount of the assessment, and may be recovered in an action at law by the lot owner which incurred the cost and who did not receive required reimbursement from the other lot owner.

e. In the event that the adjoining lot owner does not use the common access road for access to his lot and constructs a separate entrance to his property, he may, by appropriate deed of release, release his right to use the common access road to other adjoining lot owner, in which case the obligation of said lot owner releasing his interest in the common access road shall terminate, and

said releasing lot owner shall be thereafter free from any obligation to maintain or repair the access road.

f. This obligation to repair and maintain the access roads shall not apply to Thomas Gilbert Wetsel or Jane Mandeville Wetsel, and shall only apply to individuals to whom they convey their property.

2. Storage of junk vehicles on any tract is prohibited. Motor vehicles being restored by any owner must be housed in a garage. Unhoused motor vehicles must have current license plates or an inspection sticker not more than six (6) months out of date.

3. House trailers and/or mobile homes shall not be permitted in the subdivision.

4. No signs or advertising of any nature shall be erected or maintained on any section, except for sale or rental signs not to exceed six (6) feet in area (said signs must comply with Nelson County ordinances relating to erection of signs). Directional and informational signs of Declarant are authorized.

5. Should an owner decide to construct a residence, or residences, on his tract, and has complied with all county requirements for such construction, then each dwelling shall contain at least 1100 square feet of living area, excluding basement, garage, porch, carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within one (1) year of the commencement of construction.

6. Agricultural uses not prohibited herein, including construction of accessory buildings connected with agriculture, including structures for the storage of temporary camping and lawn maintenance equipment are authorized. Said accessory buildings may be erected before construction of a permanent residence.

7. No commercial pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is authorized.

8. The owner shall maintain, repair, and restore, as necessary, the exterior of any building or other improvements erected on any section owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his guests, or business invitees. All tracts, improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash, inoperative vehicles, or other debris shall be permitted to accumulate or remain on any tract.

The obligation to repair and maintain the exterior of any building or improvements shall not apply to any of the original outbuilding structures located on Tract 1, but shall apply to any replacement structures or new improvements made on that tract.

9. Unless prohibited by terrain features, no building shall be erected closer than 100 feet from the front property line and/or the centerline of the 50-foot access roads, nor closer than 100 feet to the side or rear property lines, with the exception that where two or more tracts are used together for the construction of one dwelling, then said 100-foot setback shall apply only to the outside lines. However, where two or more tracts are used together for construction of a dwelling house, and where the 100-foot setback rule is thus waived, the two or more tracts which comprise the homestead shall thereafter be sold and conveyed as one unit, unless they can be subdivided pursuant to these restrictions and not violate the new subdivision lines. Building setback requirements must conform to Nelson County ordinances,

and, if those stated herein are less than the Nelson County ordinances, then Nelson County ordinances shall prevail.

The 100-foot setback line shall not apply to any residence constructed at or near the location of the original house on the property, which burned in August 1987.

10. All sanitation facilities constructed on any sections shall conform to the regulations of the Virginia and Nelson County Health Departments.

11. No section shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.

12. Organized hunt clubs are not permitted in the subdivision.

13. Subdivision of any tract or lots of less than five (5) acres each is hereby prohibited. If subdivision occurs, these covenants shall apply with equal force to any such subdivision.

14. The Declarant herein reserves the right to grant utility easements as required over, under and across, any tract for the purpose of providing electric, telephone, and other utility services to the subdivision. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners. To the extent practical, such easements would essentially be parallel with and adjacent to the boundaries of any tract which they might cross.

15. Except for the Declarant, no part of any tract may be sold or used as a road or right-of-way to any land outside the Property without the advance, written permission of all property owners within the subdivision.

16. Should any of said rights-of-way or roadways in the subdivision be used for the hauling of logs, lumber or other materials for construction on any tracts, and should the said rights-of-way be damaged thereby, or become obstructed in any way, or its normal use adversely affected by the said hauling, then the owner, their heirs, and assigns, will repair and restore said rights-of-way to normal use at their own expense, and this obligation shall be a continuing one.

17. Reasonable cutting of wood or timber for personal use as a source of firewood for the owner or for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.

18. The use of any recreational motor vehicles (such as trail bikes, three wheelers, etc.) is prohibited within the subdivision, unless, they are equipped with industry approved noise abatement devices.

19. No owner of any tract shall interfere with the natural drainage of surface water from such tract to the detriment of any other tract. Consequently, in the construction of a driveway into any section, a twelve (12) inch diameter culvert or larger, if necessary, shall be used in constructing the driveway in order to facilitate natural drainage. All disturbed soil shall be reseeded immediately upon completion of installation. No parking that obstructs traffic is permitted upon any road within the subdivision, and as part of the development of any tract, the Owner shall provide adequate off-road parking for himself and his guest(s).

20. If any tract owner shall violate any of the covenants herein, it shall be lawful for any person, or persons, or legal entities owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from so doing or to recover damages or other relief for

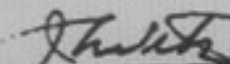
such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter. Any party prevailing in such action may recover, in addition to his other costs and expenses, his reasonable attorney's fees.

21. The covenants, restrictions, and other provisions of this Declaration shall be binding on all tracts in the subdivision for twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. The tract owners, by a vote of three-fourths (3/4) of the tract owners (one (1) vote for each tract, may make additional rules, covenants, and restrictions for the use of the property which, together with the above, may be enforced by fines and other penalties. If a tract is subdivided pursuant to paragraph 13., the one vote for that subdivided tract shall be divided among the owners of the lots in that tract; e.g., if a tract is divided into three lots, the owners of each respective lot shall have a one-third vote.

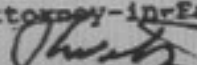
22. Invalidation of any of the covenants, restrictions or other provisions of the Declaration by judgment or Court order shall in no wise affect any other provisions, which shall remain in full force and effect.

23. Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

WHEREUPON, these Restrictive Covenants are adopted and executed this 14th day of December, 1988.



Thomas Gilbert Wetsel, by
John E. Wetsel, Jr., his
Attorney-in-Fact



John E. Wetsel, Jr., his
Attorney-in-Fact