

***DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS***

A

FOR INFORMATION ONLY

Not to be used in place of the HOA disclosure packet when purchasing a home

HIGHLANDS AT MECHUMS RIVER

DETACHED HOME

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made this 5th day of August, 1992 by DAVID H. PETTIT, TRUSTEE OF THE MECHUM RIVER LAND TRUST under agreement dated July 1, 1989, herein the "Declarant", and CRAIG BUILDERS OF ALBEMARLE, INC., a Virginia corporation, herein "Craig".

W I T N E S S E T H:

WHEREAS, Declarant is the holder of legal title to certain real property located in the White Hall Magisterial District of Albemarle County, Virginia, more particularly shown and described on plat of Roger W. Ray and Assoc., Inc., C.L.S., dated February 19, 1992, captioned "Subdivision Plat of Highlands at Mechums River Section 1B Lots 30 Thru 52 White Hall District Albemarle County, Virginia", which plat consists of five sheets attached hereto and made a part hereof, herein the "Plat" (the Plat having previous been recorded in the Clerk's Office for the Circuit Court of the aforesaid County in Deed Book 1231, at page 80); and

WHEREAS, the Declarant desires to and will convey said property, subject to certain covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Craig has requested to include its property, Lot 149A, Section 1, Highlands at Mechums River, as shown on plat of record in the aforesaid Clerk's Office in Deed Book 1197, page 570, within the plan and operation of this Declaration and the

1243|56|

FOR INFORMATION ONLY

Not to be used in place of the HOA disclosure packet when purchasing a home

jurisdiction of the owners association to be created hereby.

NOW, THEREFORE, Declarant and Craig hereby declare that all of the above described property, including Lots 30 through 52, Section 1B, Highlands at Mechums River and Lots 149A, Section 1, Highlands at Mechums River (herein collectively called the "Property") (including any additional property added pursuant to Article II, Section 2) shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, liens and charges (and any valid amendments or supplements hereto), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Highlands Detached Home Owners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to all real property included in plat of Section 1B, Highlands at Mechums River which are attached hereto and recorded herewith; Lots 149A as shown on plat of record in Deed Book 1197, page 570, and such additions to the Property as may hereafter be brought within the

jurisdiction of the Association and made subject to this Declaration by Supplementary Declaration.

Section 3. "Common Area" shall mean all real property owned by the Declarant or the Association for the common use and enjoyment of the members of the Association and shown on any recorded subdivision plats of the Property as Common Area or Open Space.

Section 4. "Lot" shall mean and refer to any plot of land within the Property numerically designated and intended for residential use, shown or described on any subsequently recorded plats of Highlands at Mechums River or adjacent areas thereto (with the exception of Common Area or streets) which are made subject to this Declaration by Supplementary Declaration.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to David H. Pettit, Trustee of Mechum River Land Trust under agreement dated July 1, 1989, his successors and assigns as Declarant appointed by recorded instrument.

Section 8. "Declaration" shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges and all other provisions herein set forth in

this entire document, as the same may from time to time be amended or supplemented.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 10. "Streets" shall mean and refer to the entire right of way on the Plat for the streets, roads or circles on the Property which provide access between the Lots and U. S. Route 240 and as shown and described on other subdivision plats of Highlands at Mechums River made subject to this Declaration by Supplemental Declaration. The Streets on the Plat are to be called Highlands Drive, Mechum River Road, Cloverdale Court, and Grassy Knoll.

Section 11. "Architectural Control Board" or "ACB" shall mean and refer to the board established in Article VII herein for the purpose of regulating the external design, appearance and use of the Common Area, Lots and improvements thereon.

Section 12. "Craig" shall mean and refer to Craig Builders of Albemarle, Inc., a Virginia corporation, and its successors or assigns.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION

Section 1 - Existing Property. The Property shall be held, transferred, sold, conveyed, given, leased, devised, inherited and occupied subject to the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in the Declaration.

Section 2 - Additions to Existing Property. Declarant shall

have the right (but not the obligation) without further consent of the Association or of other Owners to bring within the plan and operation of the Declaration and the jurisdiction of the Association other real property in the vicinity of the Property. To accomplish this, the Declarant shall first obtain the approval of the County of Albemarle, if required, and then shall record one or more Supplementary Declarations with respect to the real property being added. A Supplementary Declaration shall be executed by the Declarant and recorded in the Clerk's Office for the Circuit Court for Albemarle County, Virginia. A Supplementary Declaration shall extend the operation and effect of this Declaration and the jurisdiction of the Association to any added real property which may also be referred to as "Highlands at Mechums River".

ARTICLE III - ASSOCIATION

Section 1- Duties. Declarant has or will incorporate under the laws of the Commonwealth of Virginia a non-stock corporation to be known as Highlands Detached Home Owners Association, Inc. to which shall be delegated the powers of owning, maintaining and administering the Common Area including, but not limited to, storm water detention and runoff control; maintaining the Lots as set forth herein; administering and enforcing the covenants, conditions, restrictions, easements and reservations set forth herein; collecting and disbursing the assessments and charges hereinafter created; contributing its pro rata share toward maintaining the entrance landscaping and signs for Highlands at.

Mechums River, including but not limited to maintenance and replacement if necessary, shrubbery, electricity for lights and signs at the entrance and watering the entrance landscaping; and promoting the health, safety, common good and general welfare of the residents of Highlands at Mechums River. The Association may, in its discretion, choose to participate with other Owners Associations in accomplishing these duties.

Section 2 - Membership. Every Owner of a Lot shall be a Member of the Association. In addition, Declarant shall be a Member of the Association so long as Declarant owns any Lot or any of the Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot (or Property in the case of Declarant) shall be the sole qualification for membership.

Section 3 - Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots with the exception of Class B Members. Class A Members shall be entitled to one vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members but the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot owned by a Class A Member.

Class B. The Class B Member shall be the Declarant or his successors and assigns as Declarant appointed by recorded

instrument. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Class B Member. The Class B membership shall be converted to Class A membership on the earlier of: (a) December 31, 2002; or (b) the date on which the total number of Class A Members equals or exceeds the total number of Class B Members.

Section 4 - Board of Directors. The Board of Directors of the Association shall be elected by majority vote of the Members as set forth in the By-Laws of the Association in accordance with their voting rights specified in Section 3 hereof.

Section 5 - Powers and Duties of the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may take any such action on behalf of the Association except that required to be exercised or done by the Members of the Association.

Section 6 - Powers and Duties of the Association. The powers and duties of the Association shall be those set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.

Section 7 - Quorum. At any duly called meeting of the Association, a quorum for the conduct of business shall exist if at least 50% of the total possible votes (total votes of Class A and Class B) are represented either in person by Members or by written proxies signed by the Members.

ARTICLE IV - COMMON AREA AND STREETS

Section 1 - Composition of Common Area. The Common Area consists of all areas shown and described as Common Area or Open Space as shown on any recorded plat of any portion of Highlands at Mechums River and made subject to this Declaration.

Section 2 - Title to Common Area. Declarant hereby declares that it will convey fee simple title to the Common Area to the Association free and clear of all liens and encumbrances, except those set forth herein.

Section 3 - Members' Easements of Enjoyment in Common Area. Each Member, his immediate family, guests and tenants shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Assessed Lot, subject to this Declaration and subject to the right of the Association to place reasonable restrictions upon the use of the Common Area or to convey all or any part of it to any public agency, authority or utility for such purposes and subject to such restrictions as may be agreed to by the Members. Except for easements granted pursuant to Section 4 hereof, no such conveyance or transfer of Common Area shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such conveyance or transfer, provided written notice of the proposed action is sent to every Member not less than 10 days nor more than 30 days in advance.

Section 4 - Common Area Easements. The Board of Directors of the Association may grant and convey any easements in the

Common Area in addition to those shown on recorded subdivision plats.

Section 5 - Streets. There are shown on the subdivision Plat certain 75' and 50' rights of way (labeled Highlands Drive and Grassy Knoll) which are dedicated to public use (herein referred to as the "Streets"). The Declarant shall cause the subdivision roads to be constructed within said rights of way with said roads to be built to Virginia Department of Transportation (VDOT) standards for secondary roads. Except as otherwise provided herein, the entire cost of the construction and maintenance of the subdivision roads shall be borne by the Declarant or his successor until said roads are accepted by VDOT into the State Secondary System of Highways for maintenance purposes, if ever. Until such time, each Owner shall have the right to use the Streets (and the Streets in Highlands at Mechums River Section 1) for ingress and egress to U. S. Route 240 for himself, his family, invitees, guests, tenants, successors or assigns.

ARTICLE V - EASEMENTS

Section 1 - Drainage and Utility Easements. Declarant reserves unto himself, his successors and assigns, a perpetual, alienable and releaseable easement and right of way on, above, and underground through all areas subject to this Declaration and any Supplementary Declaration, whether within the boundaries of Lots or Common Areas, excepting only such land either designated by the ACB as approved building sites or upon which a structure

approved by the ACB is constructed. The purpose of said easement shall be to construct, maintain, inspect, regrade, replace and repair vegetation, road shoulders, lines, wires, cables, conduits, sewers, pipes, water mains and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting, storm water and other utilities and public conveniences, for any purpose required by the County of Albemarle or VDOT in conjunction with the acceptance of the Streets into the State system for maintenance, and for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. Note number 13 on the Plat refers only to the specific water and sewer easements shown and specifically located thereon, and not to the general easements reserved by the preceding sentences.

As used herein, the phrase "land designated by the ACB as approved building sites" shall mean (i) the area under buildings, patios, walks, decks, porches or other improvements constructed by Declarant, Craig or the agents, contractors or subcontractors of either and (ii) the area under other buildings, patios, walks, decks, porches or other improvements, the location of which is approved by the ACB in accordance with Article VII herein. The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil and take any

other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee of Declarant, but shall not be deemed to impose any obligation upon Declarant to provide or maintain or be responsible for the lapse or temporary interruption of services except as herein and otherwise provided. Any damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

ARTICLE VI - COVENANT FOR ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned or to be created within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges to be collected on a monthly basis (herein "Annual Assessments"), (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided (herein "Special Assessments"), and (3) assessments for correction of noncompliance with this Declaration and the implementation of such corrections by the Association to be fixed, established and collected from time to time as hereinafter provided (herein "Correction Assessments"). All of the above categories of assessments are collectively referred to as "Assessments". Assessments, together with such interest thereon and costs and

reasonable attorney's fees, 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 in the manner as hereinafter provided, and subject to certain prior liens upon the Property as hereinafter provided in Section 8 of this Article. Each Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property assessed at the time when the Assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them in writing.

Section 2 - Purpose of Assessments. Annual Assessments levied by the Association shall be used for the purpose of promoting the enjoyment, health, safety, and welfare of the residents in the Property and in particular for the repair, improvement, provision, maintenance, enhancement and replacement of the Common Areas, drainage facilities, entrance signs, landscaping, grounds, fencing, exterior lighting, sprinkler system, mailboxes, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and entrance to Highlands at Mechums River, and in addition for the general control of the entire Property and any reasonable regulations consistent with the purposes stated herein for control of such and prevention of nuisances. The Association shall also use Annual Assessments for maintaining liability insurance for the Common Areas, paying any and all taxes on the Common Areas levied by the appropriate jurisdictional agency,

providing snow removal from the Streets until such time as they may be accepted into the State Secondary System for maintenance, and to provide, maintain and replace as necessary Common Area or entrance signs, fencing, lighting, landscaping and sprinkler system as deemed appropriate by the Board of Directors and maintain in effect maintenance bonds as may be required by VDOT for landscaping or median maintenance. Annual Assessments shall also be used for establishing reasonable reserves for maintenance and capital expenditures.

Section 3 - Basis and Maximum of Annual Assessments.

(a) The initial maximum Annual Assessment for Lots improved by a dwelling upon which a certificate of occupancy has been issued (herein "Improved Lots") shall be assessed on a monthly basis at \$4.00 per month. The Annual Assessment for unimproved Lots (no certificate of occupancy issued) shall always be assessed on a monthly basis at 25% of that for an Improved Lot (initially \$1.00 per month). Owners shall commence paying assessments as Improved Lots on the first day of the month following issuance of a certificate of occupancy or upon a finding by the Board of Directors that the dwelling is substantially complete, whichever shall first occur. Annual Assessments may be increased by the greater of ten percent (10%) per year or \$1.00 per month effective January 1 of each year (commencing January 1, 1993) without a vote of the Members, by the Board of Directors, after due consideration of current costs and needs of the Association.

(b) Any increase in the Annual Assessments requested by

the Board of Directors in excess of that described in Section 3(a) above must be approved by a majority vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The number of votes of Members shall be determined by Article III, Section 3.

Section 4 - Special Assessments. The Association may levy in any assessment year, a Special Assessment applicable to that year only for all Lots, for the purpose of defraying, in whole or in part, an unexpected or unusually large expense or anticipated expense, the cost of any construction or reconstruction, an unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for any other reason found by the Board of the Directors to be in the best interests of the Association. Any Special Assessment must be approved by a two-thirds (2/3) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The number of votes of Members shall be determined by Article III, Section 3. The Association shall provide written notice of the Special Assessment and the date or dates upon which it shall be due and payable to each Owner at the property address or the owner's last known address on file with the Association.

Section 5 - Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Improved Lots and at a separate uniform rate for all unimproved Lots which shall not exceed 1/4th of that for Improved Lots. Annual and Special Assessments shall be collected on a monthly

basis unless the Board of Directors determines otherwise.

Correction Assessments shall be fixed on a case-by-case basis and need not be uniform, whether or not the Lot is an Improved Lot.

Section 6 - Date of Commencement of Annual Assessments Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on September 1, 1992. The Board of Directors shall endeavor to fix the amount of the Annual Assessment against each Lot by January 31 of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the property address or the last known address of the Owner on file with the Association. Unless otherwise established by the Board of Directors, the Annual Assessments shall be due in advance in twelve (12) equal monthly installments on the first day of each month commencing in January, unless other due dates are established by the Board of Directors, and the Annual Assessment shall be prorated where sale is made between the annual January 1 reassessment dates. The Association shall, upon written request by an Owner at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7 - Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments (or monthly installments thereof) which are not paid when due shall be delinquent. If the

Assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency until paid at eighteen percent (18%) per annum and all costs of collection, including reasonable attorney's fees shall also be payable. The Association may bring an action at law against the Owner personally obligated and/or it may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 8 - Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the Lots herein, in order to secure the payment of the Assessments (including interest, costs of collection and reasonable attorney's fees) provided under this Declaration, but such lien shall be subject to and subordinate to any first and second deeds of trust placed on the Lot at any time prior to perfection of the lien by filing in the Clerk's Office for the Circuit Court of the County of Albemarle a verified Memorandum of Lien in accordance with §55-516 of the Code of Virginia. Prior to filing a Memorandum of Lien, ten (10) days written notice of the Association's intent to file such a Memorandum shall be given to the Owner by certified mail at the property address or at his last known address on file with the Association. The Association may thereafter perfect its lien by filing a Memorandum of Lien in the Clerk's Office aforesaid prior to the expiration of six (6) months from the time the delinquent Assessments became due and payable. After the lien is perfected,

it shall have priority over all subsequent liens and encumbrances except as set forth in §55-516 of the Code of Virginia. No suit to enforce any lien shall be brought after twenty-four (24) months from the time when the Memorandum of Lien was recorded as set forth in §55-516(E). A statement from the Association showing the balance due on any Assessment shall be prima facie proof of the current Assessment balance due and delinquency, if any, due on a particular Lot.

Section 9 - Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local utility or public authority, such as Virginia Power, VDOT, Centel, Albemarle County Service Authority or Rivanna Water and Sewer Authority; (b) the Common Area; and (c) all properties (except Lots) owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt for said Assessments.

Section 10 - Correction Assessments. The Association or the ACB may impose non-uniform Correction Assessments upon any Lot and its Owner in the manner set forth in Article VIII, Section 2.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 1 - Purpose. An Architectural Control Board (herein "ACB") shall regulate the external design, appearance, use and location of improvements on any Lot or the Common Area, other than improvements constructed by Declarant or Craig, their

agents, contractors or subcontractors, in such as manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

Section 2 - Composition of Architectural Control Board. For so long as Declarant owns any Lot or Property, the Architectural Control Board shall consist of three persons appointed by Declarant or Craig. Such persons may, but need not, be Members of the Association. Thereafter, the power to appoint members of the ACB shall be transferred to the Association which shall appoint three of its Members to the ACB. The members of the ACB shall serve at the pleasure of the entity which appointed them and accordingly ACB members may be replaced at any time for any reason whatsoever. The ACB may designate one or more of its members to sign documents and grant approval in the name of the ACB.

Section 3 - Required Approval to Commence Work.

(a) No building, fence, exterior wall, dwelling, exterior improvements, alterations, repairs, change of paint or stain color, change of roof color, excavations, changes in grade, clearing or other work which in any way alters any Lot from its natural or improved state on the date when said Lot was first conveyed in fee by Declarant shall be commenced or made upon the Property without the prior written conditional approval signed by the ACB, except as provided herein. Said ACB approval is in addition to any governmental approval or permit which may be

necessary.

(b) Notwithstanding the above, neither Declarant nor Craig shall be required to seek or obtain the consent or approval (either conditional or final) of the ACB or of the Association for any work, including but not limited to any improvements, changes, repairs, alterations, painting, construction, grading or landscaping performed by Declarant, Craig or their agents, contractors and subcontractors.

Section 4 - Procedure. None of the improvements, changes or other work described in detail in Article VII, Section 3(a) above shall be commenced until plans and specifications therefor showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to the ACB and conditionally approved in a writing by a designated member of the ACB after consideration of the details of the submission and the purpose of the ACB as set forth herein. The Board of Directors may set a fee payable to the Association for reviews by the ACB in conjunction with requests for conditional and final approvals. In addition to the items set forth herein, the ACB may adopt additional procedures or standards as to the information it requires to be submitted to it with any request for approval.

Section 5 - Conditional Approval Presumption. In the event that the ACB fails to approve, modify or disapprove in writing a request for approval required herein within 60 days after plans, specifications or other appropriate materials have been submitted in writing to it, the submitted plans and specifications shall be deemed to have been conditionally approved. The burden shall be

upon the Owner to show the date of the submission and that the plans and specifications were properly submitted to the ACB.

Section 6 - Conditional and Final Approval. Preconstruction approvals granted by the ACB herein shall be deemed to be conditional approvals. They may become final approvals upon the ACB's inspection of the actual completion of the changes or improvements or repairs and finding them to be as set forth in the plans and specifications submitted to it. In the event that the actual completed changes, improvements or repairs do not, in the judgment of the ACB, conform to the plans and specifications approved by it, then the ACB's approval, whether given in writing or by presumption, may be withdrawn. It shall be incumbent upon the Owner to notify the ACB in writing within 30 days after the completion of work that he requests final approval. The ACB shall then have 30 days to inspect and grant or refuse final approval in writing. If final approval is refused, the Owner shall make changes and resubmit until final approval is obtained.

Section 7 - Final Approval Presumption. In the event that appropriate equitable action, together with the filing of a lis pendens, has not been commenced within 180 days after the completion of any construction, improvements or alterations, it shall be conclusively presumed that such construction, improvements or alterations have received final approval by the ACB.

Section 8 - No Approval. Should an Owner commence any work which requires ACB approval without its conditional approval or complete any work without seeking ACB final approval within 30

days of completion, the ACB, the Association or any Member may take appropriate legal or equitable action and may cause a lis pendens to be filed against such Owner's Lot, except as set forth herein. Furthermore, the ACB or the Association has the right (but not the obligation) to correct any violation and impose Correction Assessments as set forth in Article VIII, Section 2.

ARTICLE VIII - USE RESTRICTIONS

Section 1 - Limitation on Use of Lots and Common Area. The Lots and Common Area shall be occupied and used as follows:

(a) Residential Use. No Lot shall be used for any purpose other than as a single family private residence. Specifically, no Lot shall be used for the conduct of any business, commercial or professional enterprise.

(b) Common Area Use. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Association. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association. No waste will be permitted in the Common Area. Notwithstanding the above, Declarant and Craig and their contractors and subcontractors may use, obstruct or store personal property, materials or vehicles on the Common Area during such time as they may be engaged in construction on the Property.

(c) Nuisance. No noxious, boisterous or offensive activity shall be carried on upon any Lot or in the Common Area, nor shall anything be done thereon which may be or may become an

annoyance or nuisance to any other Owner or a fire hazard or safety hazard to any other Owner or to any improvement. The Board of Directors shall have the authority to determine in writing whether any activity conducted upon any Lot constitutes a nuisance upon the submission to it of a complaint in writing by any Owner regarding such activity. The Association is given full authority and power to abate any nuisance found to be existing any giving the Owner written notice specifying the nature of the nuisance provided that the Owner has failed to abate said nuisance within a reasonable time after notice.

(d) Liability Insurance. Nothing shall be done or kept in any Lot or the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.

(e) Signs. No sign of any kind (including "For Sale" signs) shall be displayed to the public view on or from any Lot, the Common Area, or on or from within any structure on any Lot, except those signs used by Declarant or Craig as "for sale" signs, "sold" signs, Lot designation and direction signs, site signs, and the subdivision entrance signs, street signs and traffic control signs.

(f) Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area, except that dogs, cats or other domesticated household pets

(collectively "Household Pets") may be kept on each Lot, subject to rules and regulations adopted by the Association. No Household Pet shall be permitted off the Lot occupied by such Household Pet's Owner except on a leash. Owners of Household Pets shall promptly clean up and properly dispose of said pet's feces wherever deposited on the Property. No pit bull dogs or dogs having any percentage of pit bull breed in them shall be permitted upon any Lot or Common Area.

(g) Fences. No fence may be erected upon any Lot except that with written approval by a designated member of the ACB, fences may only be erected in the back or rear yard of Lots. Should a question arise as to location of the back or rear yard due to Lot or dwelling configuration, it shall be conclusively determined by the Board of Directors.

(h) Trash. Trash cans, barrels and containers must be maintained within ACB approved screened bins concealed from view from the Streets and adjacent Lots. Trash pick-up shall take place only at locations as are approved or designated by the Association. Street side trash pick-up shall not be permitted. Trash pick-up will be at the Lot owner's expense.

(i) Antennas. No exterior or roof antennas of any kind or description may be erected or maintained on any Lot or Common Area. No satellite dishes exceeding two (2) feet in diameter may be erected or maintained on any Lot or Common Area. No transmitting or receiving equipment which interferes with television, radio or other communications reception of other Owners shall be used or permitted upon any Lot.

(j) Trees. Dead or diseased trees may be cut down or removed at any time. After the initial construction of the principal dwelling on the Lot, no living tree with a diameter greater than two inches measured at three feet from the ground may be cut down or removed without ACB approval. Regardless of size, trees planted by Declarant or Craig or the agents, contractors or subcontractors of either in the Common Area may not be cut down or removed without prior express written permission signed by a designated member of the ACB.

(k) Clothes Drying. No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot, the Common Area or any Street.

(l) Inoperable Vehicles. No inoperable vehicle shall remain on the Property for more than 48 hours. The Association may conclusively define what is an inoperable motor vehicle.

(m) Vehicles. Vehicles of any kind or description which do not have a current license and a valid inspection sticker shall not be kept or maintained on any Lot, Street or on the Common Area. The maximum number of vehicles which may be maintained or stored on any Lot (excluding those stored in garages) shall be three (3) unless more than three licensed drivers are permanently residing in the household, in which case there may be no more than one vehicle per licensed driver for a maximum of six (6) total vehicles.

(n) Recreational and Other Vehicles. No mobile home, trailer, camper, bus, recreational vehicle, dune buggy, tow truck, tractor, backhoe, boat, trailer or truck over 3/4 ton

rated capacity shall be placed, stored or parked on any Lot, Street or Common Area in the Property or adjacent thereto, either temporarily or permanently. Additionally, the Association shall have the power to regulate or prohibit the placement, storage or parking, whether temporary or permanent, within the Property of any vehicle which in the opinion of the majority of the Board of Directors detracts from the general aesthetic character and harmony of Highlands at Mechums River by reason of: (i) the general disrepair or dilapidated state of such vehicle, (ii) the types or quantities of materials or items stored on or within such vehicle, or (iii) the unusual or tasteless exterior appearance of such vehicle. The provisions of this section shall in no way limit or proscribe the rights of Declarant, Craig and Republic and their agents, contractors and subcontractors to park vehicles related to construction activities upon the Property.

(o) Temporary Structures. No structure of temporary character, tent or trailer shall be used on any Lot or the Common Area at any time as a residence.

(p) Toys, Bicycles, Equipment. All toys, bicycles, tricycles, lawn and garden implements and machines, and the like shall be kept and stored out of sight from other Lots and/or Streets from sunset to sunrise each day.

(q) Drainage. No Owner shall unreasonably interfere with the natural drainage of surface water from his Lot to the detriment of any other Lot.

(r) Firewood. No more than a cord of firewood may be stored at any time on any Lot. All woodpiles shall be in the

rear of the Lot and either uncovered or covered with tarpaulins of dark (green or black) color, properly secured.

(s) Mailboxes. The design, color, location and any changes to the exterior appearance of any mailbox shall require the approval of the ACB, except as to those mailboxes erected by Craig, its agents, contractors or subcontractors.

(t) Exterior Appearance. Every Owner shall be responsible for a well maintained, neat and orderly exterior appearance of his Lot and improvements thereto, including, but not limited to, exterior painting and staining and reasonable maintenance of the lawn and landscaping. At a minimum, reasonable maintenance of the lawn shall require the grass to be kept at a height not to exceed six inches. Further, each Owner shall maintain all decks, porches and patios in a neat, orderly and well-maintained fashion and shall not use them for storage.

Section 2 - Correction Assessments and Remedies. In the event that any Owner shall violate or fail to comply with the Architectural Control provisions set forth in Article VII or violate or fail to comply with any one or more of the Use Restrictions set forth in Section 1 of this Article VIII (herein collectively the "Violations"), such Owner may be liable for Correction Assessments provided that such Owner shall have been sent prior written notification by the ACB or Association or their agents, employees, or attorneys (hand delivered or sent by registered or certified mail to the property address or the Owner's last known address on file with the Association) of such Violation(s). In the event such Violation(s) is not stopped,

halted or corrected (within the time set forth as set forth in such written notification) and continues, then, without further notice, the ACB or Association (or their agents, contractors or employees) are hereby irrevocably granted permission to come upon the Lot of said Owner and may cause such Violation(s) to be fully or partially stopped, halted or corrected, without liability for so doing, and may cause any and all costs incurred (including interest and attorneys' fees) in connection therewith to be charged as a Correction Assessment to such Owner. The ACB or the Association have the right (but not the obligation) to correct the Violation(s) or in their discretion to partially correct such Violation(s). Correction Assessments may be collected as other Assessments in any of the manners specified in Article VI hereof, including suit at law or in equity or by filing a notice of assessment lien as herein provided. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy (whether herein specified or allowed or otherwise) shall not act as a bar to the subsequent or concurrent use of other available remedies.

ARTICLE IX - GENERAL PROVISIONS:

Section 1 - Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or Supplementary Declaration and may seek damages for

violations of such provisions. Before the Association seeks injunctive relief against any Owner, the Owner shall be given the opportunity for a hearing before the Board of Directors.

Fourteen (14) days prior written notice of a hearing shall be given to the Owner by hand delivery or certified mail return receipt requested to the property address or the Owner's last known address on file with the Association. An Owner may also seek to enforce all covenants, etc. against another Owner.

Failure by the Association or by any Owner to enforce any covenant, condition, restriction, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Fees and Costs. The Association, in seeking enforcement of the provisions of this Declaration or damages due to violation thereof, shall be awarded court costs and reasonable attorney's fees, if it substantially prevails.

Section 3 - Severability. Invalidity of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4 - Prohibited Discrimination. The Declarant and every Owner agree that no transfer of any interest or offer to acquire any interest in any Lot shall be refused by Declarant or Owner or agent thereof to any person because of race, color, religion, sex or national origin, nor shall Declarant or any Owner make unavailable or deny the use or any interest in the Property to any person because of race, color, religion, sex or

national original. No provision of this Declaration shall be used to discriminate against any person by reason of such person's race, color, religion, sex or national origin and any such use is hereby declared illegal, void, and unenforceable and is specifically disclaimed.

Section 5 - Amendment. The covenants, conditions, restrictions and reservations of this Declaration may be modified or amended during the first twenty (20) year period by an instrument signed by Declarant after being approved by a more than two-thirds (2/3) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. After said period this Declaration may only be modified or amended by an instrument signed by more than two-thirds (2/3) of the Lot Owners. Any modification or amendment must be properly recorded.

Section 6 - Duration. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot 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 Declaration shall be automatically extended for successive periods of ten (10) years unless modified, amended or rescinded.

Section 7 - Trustee Disclaimer. Declarant, legal title holder, executes this Agreement not personally but as Trustee, it being understood by all parties that David H. Pettit personally

has no responsibility or liability, either express or implied, for performance of the covenants and agreements set forth herein. This disclaimer of personal liability does not, however, limit the liability or responsibility of the Mechum River Land Trust and its assets.

WITNESS the following signatures and seals:

David H. Pettit, Trustee (SEAL)
David H. Pettit, Trustee of Mechum
River Land Trust

CRAIG BUILDERS OF ALBEMARLE, INC.

By [Signature]
Authorized Officer

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this
5th day of August, 1992 by David H. Pettit as Trustee of
Mechum River Land Trust.

My commission expires: May 31, 1995

[Signature]
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me this
5th day of August, 1992 by Hunter E. CRAIG
as VICE PRESIDENT of Craig Builders of Albemarle,
Inc. on behalf of the corporation.

My commission expires: 4/30/95

[Signature]
Notary Public

FOR INFORMATION ONLY

Not to be used in place of the HOA disclosure packet when purchasing a home

NOTES :

1. ZONING : R-4
2. OWNER : MECHUM RIVER LAND TRUST
DAVID H. PETTIT, TRUSTEE
530 E. MAIN ST.
CHARLOTTEVILLE, VA 22902
3. LEGAL REFERENCE : D.B. 1070-427
4. SETBACK REQUIREMENTS : FRONT - 25'
REAR - 20'
SIDE - 15'
5. ALL R.O. WAYS & DRAINAGE EASEMENTS SHOWN ARE HEREBY DEDICATED TO PUBLIC USE.
6. TAX MAP 57 - PARCEL 29
7. ALL LOTS SHALL ACCESS INTERNAL ROADS ONLY.
8. A 30' DRAINAGE EASEMENT IS HEREBY DEDICATED TO PUBLIC USE OVER THE CENTERLINE OF ALL EXISTING STREAMS AND DRAINAGE COURSES.
9. A 10' DRAINAGE & A 10' UNDERGROUND UTILITY EASEMENT IS RESERVED ALONG ALL LOT LINES AND IS HEREBY DEDICATED TO PUBLIC USE.
10. THIS PROPERTY LIES WITHIN THE WATERSHED OF SOUTH FORK RYANNA RESERVOIR.

1243/591-595

HIGHLANDS AT MECHUMS RIVER	SECTION 1	SECTION 2	TOTAL
AREA IN LOTS	16,335 AC.	8,523 AC.	25,858 AC.
AREA IN OPEN S-	3,847 AC.	0.860 AC.	4,707 AC.
AREA IN ROAD	4,484 AC.	1,787 AC.	6,271 AC.
TOTAL	24,666 AC.	11,170 AC.	35,836 AC.

COMMONWEALTH OF VIRGINIA
ROGER W. RAY
NO. 1331
CERTIFIED LAND

VICINITY MAP

RT. 240
RT. 1802
HIGHLANDS AT MECHUMS RIVER
MECHUMS RIVER
RAILWAY

OWNERS APPROVAL :
The undersigned has examined the above described plat and finds it to be in accordance with the plat and the laws of the Commonwealth of Virginia.
David H. Pettit, Trustee

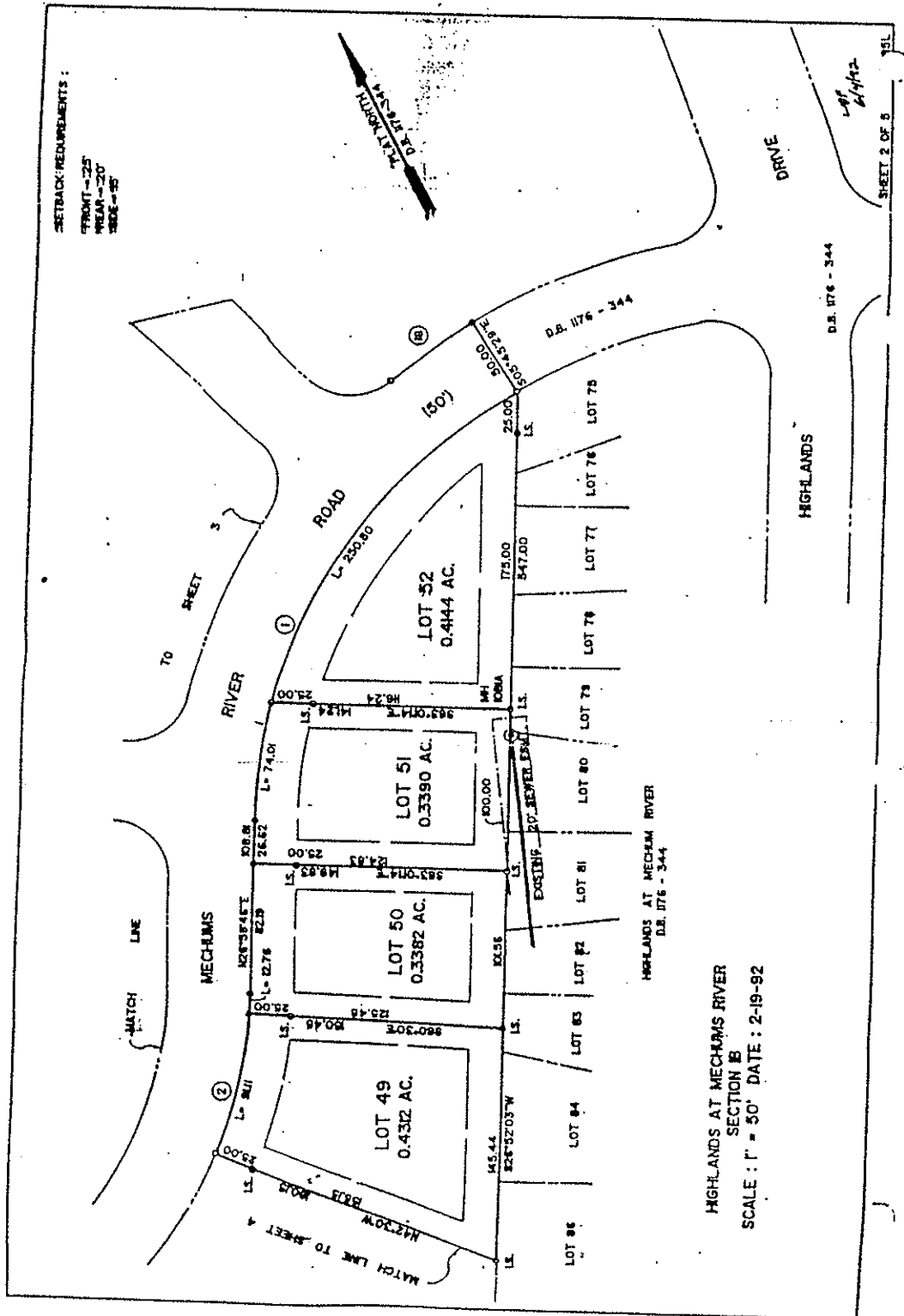
NOTARY PUBLIC :
The undersigned has examined the above described plat and finds it to be in accordance with the plat and the laws of the Commonwealth of Virginia.
Kathleen R. Smith, Notary

SUBDIVISION PLAT
OF
HIGHLANDS AT MECHUMS RIVER
SECTION 1B
LOTS 30 THRU 52
WHITE HALL DISTRICT
ALBEMARLE COUNTY, VIRGINIA
SCALE : 1" = 50' DATE : 2-19-92

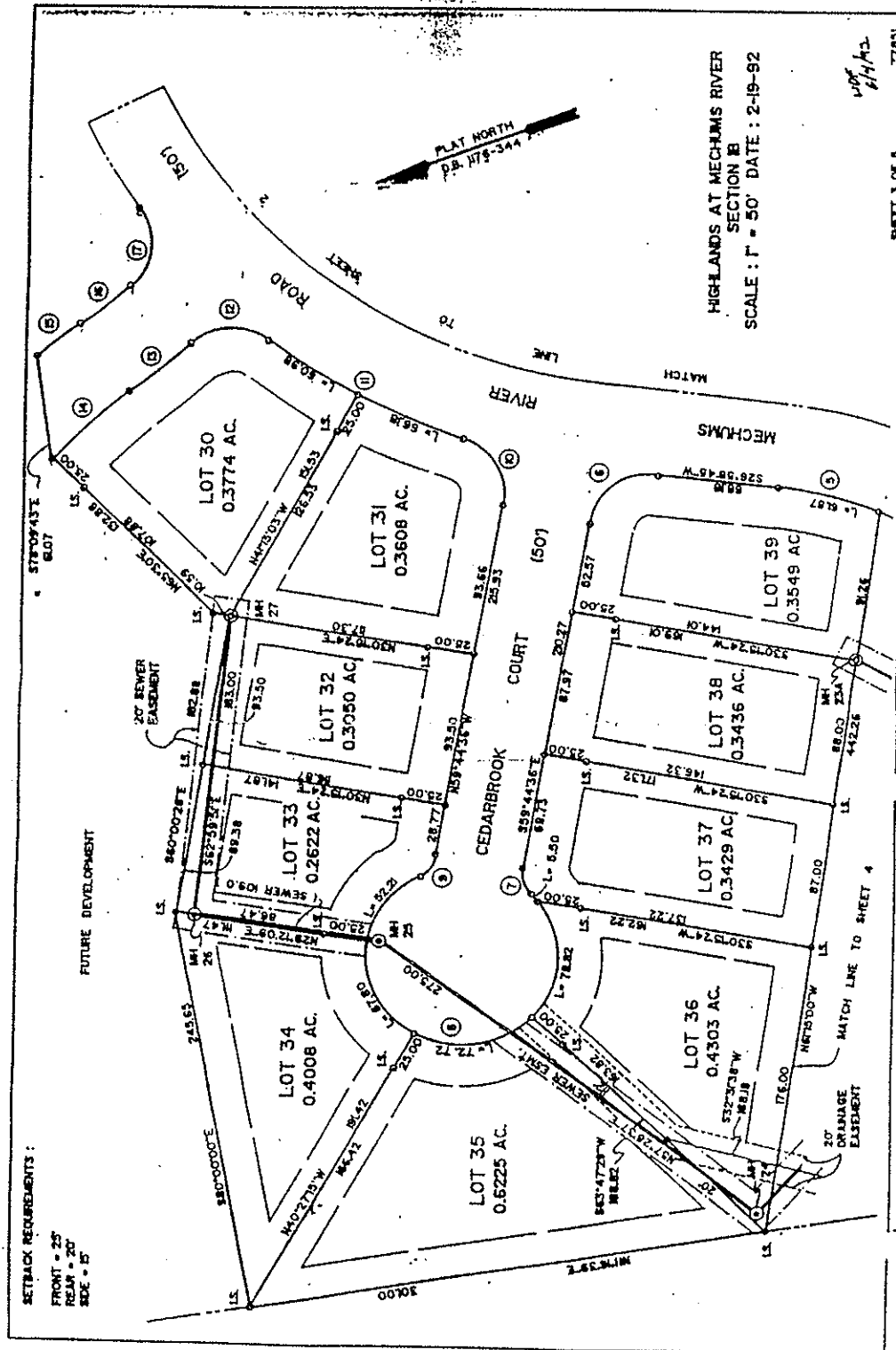
FOR
CRAG BUILDERS
ROGER W. RAY & ASSOC., INC.
CHARLOTTEVILLE, VA

SHEET 1 OF 5 7785L

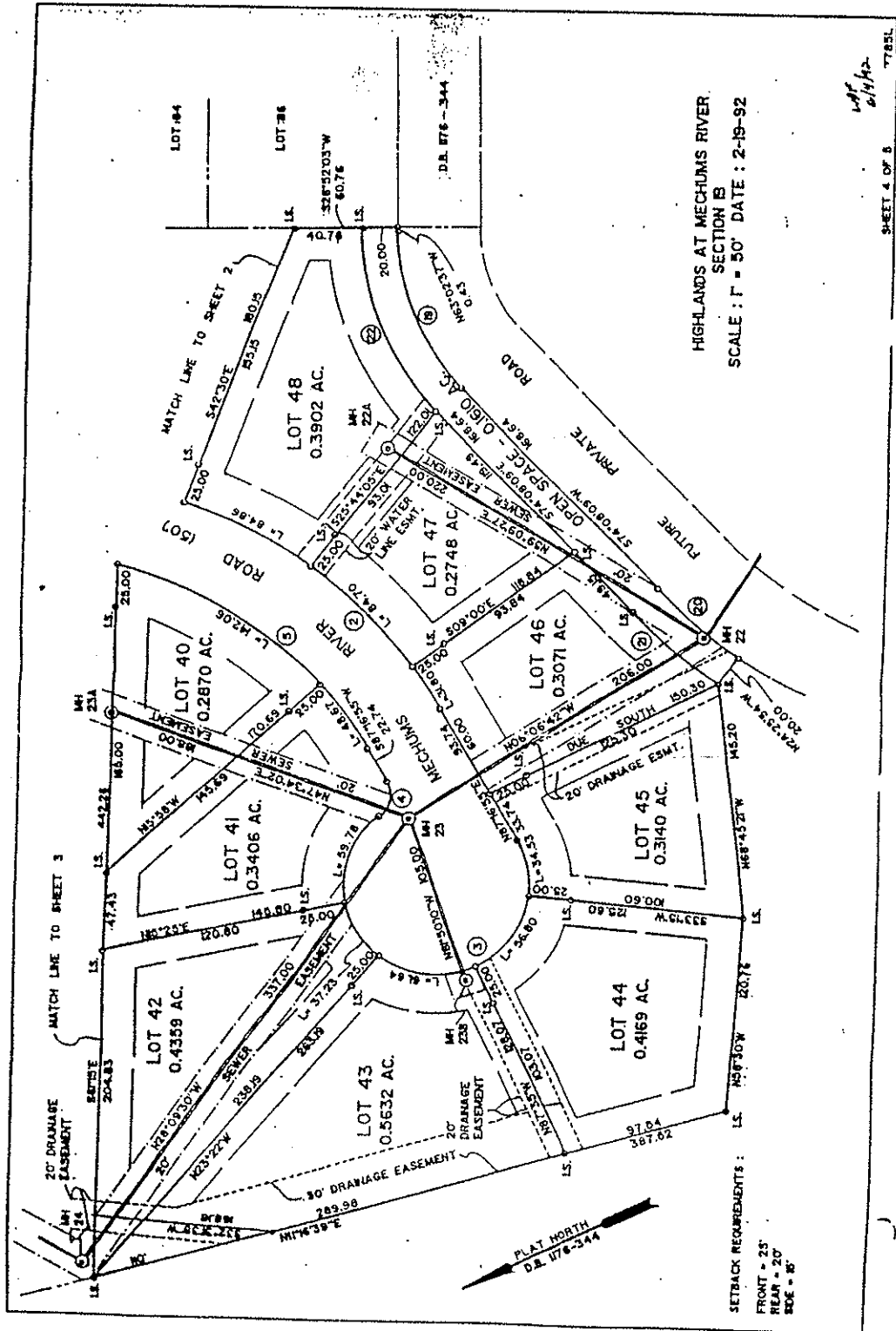
Not to be used in place of the HOA disclosure packet when purchasing a home



Not to be used in place of the HOA disclosure packet when purchasing a home



Not to be used in place of the HOA disclosure packet when purchasing a home



NO.	A	B	L	C	CD
1	97°54'48"	322.00	324.81	28.46	S88°36'58"W
2	90°28'00"	290.00	302.22	28.33	S87°07'50"W
3	280°24'22"	80.00	249.97	—	—
4	80°24'22"	80.00	23.86	21.85	N82°30'34"W
5	80°28'00"	240.00	252.80	24.10	N87°07'50"E
6	99°47'23"	31.25	63.36	53.89	S86°22'35"E
7	84°28'33"	87.00	N.11	N.02	S86°54'03"E
8	288°37'46"	55.00	277.07	—	—
9	84°28'33"	87.00	N.11	N.52	N82°30'30"W
10	87°35'06"	25.00	48.84	48.73	S79°27'57"W
11	87°23'38"	378.00	277.25	28.54	N48°23'07"E
12	80°48'32"	29.00	48.36	48.37	S77°44'07"W
13	97°00'00"	378.00	46.84	46.84	S87°22'48"E
14	87°29'07"	322.00	59.48	59.49	S70°36'56"E
15	04°43'37"	378.00	30.94	30.85	S87°04'07"E
16	08°47'00"	322.00	37.36	37.29	S87°02'51"E
17	82°40'47"	38.00	50.26	48.24	S83°43'46"E
18	09°28'38"	378.00	60.94	60.87	N79°35'22"E
19	42°30'36"	148.00	108.42	103.82	N84°26'33"W
20	27°34'04"	290.00	63.61	63.48	S87°50'07"W
21	27°34'04"	390.00	68.00	67.86	S87°50'07"W
22	42°38'47"	163.00	123.77	120.89	N84°22'27"W

CURVE DATA
HIGHLANDS AT MECHUMS RIVER
SECTION B
DATE: 2-19-92

SHEET 6
7785L

