

PREFACE TO RESTRICTIONS AND AMENDMENT THERETO:

Restrictions For Colthurst Farm, executed by Niront in June 1958, are recorded in the Clerk's Office of Circuit Court of Albemarle County in Deed Book 340, page 411. An amendment to those Restrictions (the deletion of Restriction 14. Right To Sell Or Lease, executed by Niront and the majority of the Owners) in September 1959, is recorded in said Clerk's Office in Deed Book 352, page 388.

RESTRICTIONS FOR COLTHURST FARM

The plat captioned "Colthurst Farm", made by O.R. Randolph, Engineer, dated April 14, 1958, which said plat is attached hereto and made a part hereof, is a subdivision of the land formerly known as the Colthurst Farm, now owned by Niront Corp., and situated in the Charlottesville Magisterial District of Albemarle County, Virginia, about one and one-half (1-1/2) miles west of Charlottesville, a short distance to the south of Virginia Highway No. 654 (known as Barracks Road). The attached plat is made and recorded with the consent and at the request of Niront Corp. and all of the lots in said subdivision are hereby made subject to the restrictions, covenants, conditions and easements hereinafter set out.

SOURCE OF TITLE

By deed dated February 11, 1957, recorded February 18, 1957, in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 330, page 205, William Garth Jones, unmarried, conveyed to Niront Corp., a 130 acre tract of land which has been divided into lots as shown on the attached plat, together with a right of way for ingress and egress to be exercised and used in common with others over a strip of land fifty (50) feet in width and extending from said Barracks Road south to said 130 acre tract, said right of way being shown on plat attached.

The lots shown on the attached plat, being Lots 1 through 6, inclusive, in Block A, Lots 1 through 12, inclusive, in Block B, Lots 1 through 12, inclusive, in Block C, Lots 1 through 6, inclusive, in Block D, Lots 1 through 11, inclusive, in Block E, and Lots 1 through 16, inclusive, in Block F, are made subject to the following restrictions and easements running with the land but are not binding on other lands of the undersigned.

1. USE OF LAND

The land included in said subdivision shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except (a) private dwelling houses, each dwelling house being designed for occupation by a single family; (b) private garages for the sole use of the respective owners or occupants of the building plots upon which such garages are erected, which may contain living quarters for one or more employees of such owners; (c) buildings (including garages in (b) for the storage of noncommercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, private greenhouses, spring or pump houses, garden shelters and bathhouses accessory to swimming pools; and (d) a building or buildings to shelter domestic pets kept for the pleasure of the occupants of the land. Not more than one residence shall be erected or maintained upon any building plot. A building plot as used in this instrument shall be defined as one or more entire lots shown upon the attached plat or as one entire lot and a part or parts of adjoining lots.

The main dwelling must be constructed before the erection of any secondary building and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

2. APPROVAL OF PLANS

No building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Architectural Committee, hereinafter designated, or its duly authorized representative; provided that if said committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after the same shall have been submitted to them or him for approval, such plans, specifications and locations shall be deemed to have received the approval of said committee, or its duly authorized representative, as the case may be; and provided further that the approval of such plans, specifications and locations by said committee, or its duly authorized representative, shall be conclusively presumed to have been given unless said committee, or its duly authorized representative, shall, prior to the expiration of sixty (60) days following the full completion of such building, boundary fence or wall, or other structure, bring an action in the Circuit Court of Albemarle County, Virginia, for an injunction against such commencement, erection, placement or alteration or the completion thereof.

Said committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications or locations which, in their or his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations they or he shall have the right to require as many as four elevation drawings to scale together with topographic recordings of the site related to the road on which the land fronts and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring properties.

The Architectural Committee shall be composed in the first instance of the directors of Jessco, together with two residents of Charlottesville and/or Albemarle County, Virginia, appointed by the directors. The two members who are residents of Charlottesville, and/or Albemarle County, Virginia, appointed to the Architectural Committee, may be relieved from membership on this committee by the directors of Jessco without cause, by written notice from the directors of Jessco. In the event of the death, disability or resignation of any said members of the committee, the remaining members shall have and may exercise all the rights and authority of the committee, including the right to designate a representative or sub-committee to act for the committee; and in the event of the death, disability or resignation of said resident members of the committee, the subdivider, its successor or assignee, shall have the right to appoint new members of the committee, any of whom shall constitute the committee in case of the death, disability or resignation of the other or others.

3. SIZE AND ELEVATION OF RESIDENCES

No residential dwelling exceeding two and one-half (2-1/2) stories in height shall be erected or maintained upon any building plot; and any residential dwelling of one and one-half (1-1/2) stories height or more shall contain on the first floor thereof not less than one thousand (1,000) square feet of living area within the area encompassed by the exterior walls of the house, exclusive of garage and closed or open porches, and the second floor or gabled area thereof shall contain not less than five hundred (500) square feet of interior living area within the area encompassed by the exterior walls or roof of the house. Interior living area as herein used means floor area having a ceiling height above finished floor of at least 96 inches. In the case of a one and one-half (1-1/2) story house, the ceiling height above the finished floor of the second floor area may be 92 inches.

Any house commonly known as a "split level" house, in which the area commonly considered as the

“first floor” is divided into different floor levels, such levels being not more than five (5) feet nor less than two (2) feet above or below another level, shall contain a minimum of fifteen hundred (1,500) square feet of living area within the area encompassed by the exterior walls, exclusive of garage and enclosed or open porches.

Any house built with all of the living area on one floor shall contain a minimum of twelve hundred (1,200) square feet of living area within the area encompassed by the exterior walls, exclusive of garage and enclosed or open porches.

4. SET-BACK

No building or part thereof shall be located on any building plot (except Lots 4 and 5 in Block E which shall have a set-back of thirty-five (35) feet) closer than (50) fifty feet to any public street or road, except unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted area by projecting thereon nor more than ten (10) feet, and steps and uncovered porches or terraces may be built and maintained on any part of the restricted area.

5. FREE SPACES

No building or part thereof, except chimney projections not exceeding 24” inches, shall be erected or maintained upon any building plot closer than twenty five (25) feet to the side or rear line thereof. Steps and terraces may be built and maintained on any part of the restricted area.

6. PROHIBITION OF COMMERCIAL USE OR NUISANCE

No trade or business of any kind or character not the practice of any profession, nor building or structure designed or intended for any purpose connected with any trade, business or profession shall be permitted upon any of the land shown upon the attached plat. No nuisance shall be permitted or maintained upon any of the land shown upon the attached plat, nor shall poultry, hogs, cattle or other livestock be kept thereon, with the exception of domestic animals, including ponies and horses, kept as pets by the owners or occupants.

Minor agricultural pursuits incidental to residential use of the land shown upon the attached plat shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

7. EASEMENTS

The subdivider reserves for itself, its successors and assigns, a permanent easement across the rear and both sides of each building plot, within six (6) feet of the boundary lines thereof, for the carrying of utilities or sewage and for the necessary maintenance of such facilities; and nothing shall be done on any building plot that interferes with the natural drainage of surface water to the injury of other property.

8. SANITATION

In connection with the improvement of any building plot in said subdivision, such building plot shall

be connected to a public sewer or shall be provided with a private septic tank sewage disposal system to be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by the Joint Health Department of the County of Albemarle and City of Charlottesville, Virginia.

9. RIGHT TO ABATE VIOLATIONS

Violation of any restrictions or condition or the breach of any covenant or agreement herein contained shall give the said Architectural Committee or its duly authorized representative, or any person or persons owning any property in said subdivision, the right, in addition to all other remedies, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the provisions hereof; and the said Architectural Committee, its duly authorized representative, or any such landowner(s) shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

10. RIGHT TO ENFORCE

The provisions herein contained shall inure to the benefit of and be enforceable by (a) the subdivider, its successors or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any land in said subdivision; (d) the Architectural Committee, or its duly authorized representative; and the failure of any of the above enumerated persons or corporations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to any breach prior or subsequent thereto.

11. RIGHT TO ASSIGN

Any or all of the rights, powers, duties and obligations which, in this instrument, are assumed by, reserved or given to the subdivider, its successors or assigns, or the said Architectural Committee, may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the subdivider, its successors and assigns, or the said Architectural Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns, or said Architectural Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved or given to and assumed by the subdivider, its successors or assigns, or the said Architectural Committee.

The right of assignment hereby reserved to the subdivider, its successors and assigns, and the said Architectural Committee, is so reserved to the end that the rights, powers, duties and obligations reserved or given to them may be assigned to an association or corporation formed by the owners of lots in said subdivision for the purpose of accepting said assignment; and such assignment may be made at such time as the subdivider, its successors or assigns, and the said Architectural Committee, shall jointly determine.

12. RIGHT TO TERMINATE

These restrictions shall be taken to be real covenants running with the land shown upon the attached plat and shall be binding upon all parties, persons and corporations owning land in said subdivision and their heirs, executors, administrators, successors and assigns until December 31, 1980, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless, prior to December 31, 1980, or prior to the expiration of any ten (10) year extended period a majority of the then owners of the lots covered by these restrictions shall agree to alter, amend or remove the restrictions in whole or in part. Any such alteration, amendment or removal, however, shall not be effective until it shall have been reduced to writing, signed by such majority of the lot owners, and recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia.

13. LANDS AFFECTED

Only the land shown upon the attached plat of subdivision shall be subject to and bound by the restrictions, covenants, conditions and easements set out in this instrument, and none of said provisions shall in any manner affect or be operative in respect of any other lands of the subdivider, its successors or assigns.

14. RIGHT TO SELL OR LEASE

The grantees in deeds conveying land in said subdivision, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators or assigns, that the land and buildings thereon or to be erected thereon shall be conveyed in fee, occupied by, or leased only to a person or persons eligible for membership in either the Farmington Country Club or the Farmington Hunt Club and any person or corporation lending money secured by land included in said subdivision recognizes that its sale by private treaty, by auction, or its lease or sub-lease is equally subject and subordinated to this and the other restrictions, covenants and conditions recited in this instrument. This restriction is voidable only upon proof of the non-existence of both of the two clubs as membership association. However, this restriction is not applicable to domestic employees or house guests of an owner or lessee occupant.

15. INVALIDATION

The invalidation of any one or more of the covenants, restrictions, conditions and agreements herein contained, or any part or parts thereof, by judgment or court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Niront Cop. has caused this instrument to be executed on its behalf by Nicolas R. DuPont, its President, and its corporate seal to be hereto affixed and attested by Robert P. Sherwin, its Secretary, this 9th day of June, 1958.

AMENDMENT TO RESTRICTIONS FOR COLTHURST FARM

THIS AGREEMENT made and entered into this 9th day of September, 1959, by and between Niront Corp., a corporation organized and existing under the laws of the State of Delaware, G. Slaughter Fitz-Hugh and Dorothea M. Fitz-Hugh, husband and wife, James L. Jessup, Gretchen Schmidt Snyder, Thomas W. S. Craven and Katherine M. Craven, husband and wife, Arthur L. Thiele and Helen W. Thiele, husband and wife, and Frank A. O'Neill and Caroline P. O'Neil, husband and wife, hereinafter called Owners,

WITNESSETH:

WHEREAS the Colthurst Farm was divided into a subdivision and restrictions were recorded along the plat of said subdivision, which restrictions are recorded in the Clerk's Office of Circuit Court of Albemarle County in Deed Book 340, page 411; and

WHEREAS Restriction No. 12 on page 416 of said Deed Book reads as follows:

"12. RIGHT TO TERMINATE - These restrictions shall be taken to be real covenants running with the land shown upon the attached plat and shall be binding upon all parties, persons and corporations owning land in said subdivision and their heirs, executors, administrators, successors and assigns until December 31, 1980, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless, prior to December 31, 1980, or prior to the expiration of any ten (10) year extended period a majority of the then owners of the lots covered by these restrictions shall agree to alter, amend or remove the restrictions in whole or in part. Any such alteration, amendment or removal, however, shall not be effective until it shall have been reduced to writing, signed by such majority of the lot owners, and recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia."

And, WHEREAS Restriction No. 14 on page 416 of said Deed Book reads as follows:

"14. RIGHT TO SELL OR LEASE - The grantees in deeds conveying land in said subdivision, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators or assigns, that the land and buildings thereon or to be erected thereon shall be conveyed in fee, occupied by, or leased only to a person or persons eligible for membership in either the Farmington Country Club or the Farmington Hunt Club and any person or corporation lending money secured by land included in said subdivision recognizes that its sale by private treaty, by auction, or its lease or sub-lease is equally subject and subordinated to this and the other restrictions, covenants and conditions recited in this instrument. This restriction is voidable only upon proof of the non-existence of both of the two clubs as membership association. However, this restriction is not applicable to domestic employees or house guests of an owner or lessee occupant."

And, WHEREAS the parties of this agreement constitute a majority of the owners of the lots covered by these restrictions, which is a majority the lot owners; and

WHEREAS said Owners desire that said Restriction No. 14 shall be revoked;

NOW THEREFORE, said Owners agree that from this date on Restriction No. 14 shall not be binding on any of the lots in said subdivision.

IN TESTIMONY WHEREOF Niront Corp., has caused this instrument to be executed on its behalf by Nicolas R. DuPont, its President, and its corporate seal to be hereto affixed and attested by Robert P. Sherwin, its Secretary;

WITNESS the following signature and seals of all other parties of this agreement.