

Mailed: 12-10-73.

To: H. N. Ritter, Inc.
Berryville, Va.

102

#1270

BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by H. N. RITTER, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in the Town of Berryville, Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "A" on a plat thereof prepared by Elwood W. Dove, Certified Land Surveyor, dated June 1, 1973, of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 101, at Page 498.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

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Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows:

All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision Section "A" as referred to heretnabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 H. N. Ritter, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of *more than two-thirds* (2/3) of the Class A members and *more than two-thirds* (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the

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purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in

Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. 105

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

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Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than $1\frac{1}{2}$ automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby covenants and agrees to pay to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such

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assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be *Sixty Dollars (\$60.00)*.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index [published by the Department of Labor, Washington, D. C.] for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at

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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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and

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placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved

by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of Declarant. ///

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair,

maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

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ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improve-

ments for which a public authority or utility company is responsible. 113

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

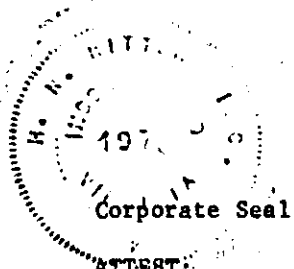
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, 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 thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, H. N. RITTER, INC., has caused its corporate name to be hereunto signed by Frederick L. Spencer, Jr., its President, and its corporate seal to be hereunto affixed and duly attested by Dorothy L. Thompson, its Secretary, both of said officers being duly authorized therefor, all as of the 21st day of November, 1973.



H. N. RITTER, INC.
By: [Signature] President

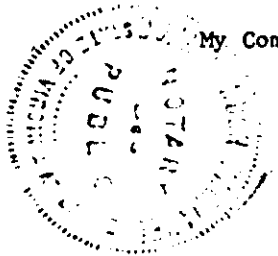
ATTEST:
Dorothy L. Thompson
Secretary

STATE OF VIRGINIA

COUNTY OF Clarke, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson, whose names as President and Secretary, respectively, of H. N. RITTER, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 21st day of November, 1973, personally appeared before me in my County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said corporation.

Given under my hand this 21st day of March, 1973.



My Commission Expires: January 25, 1976

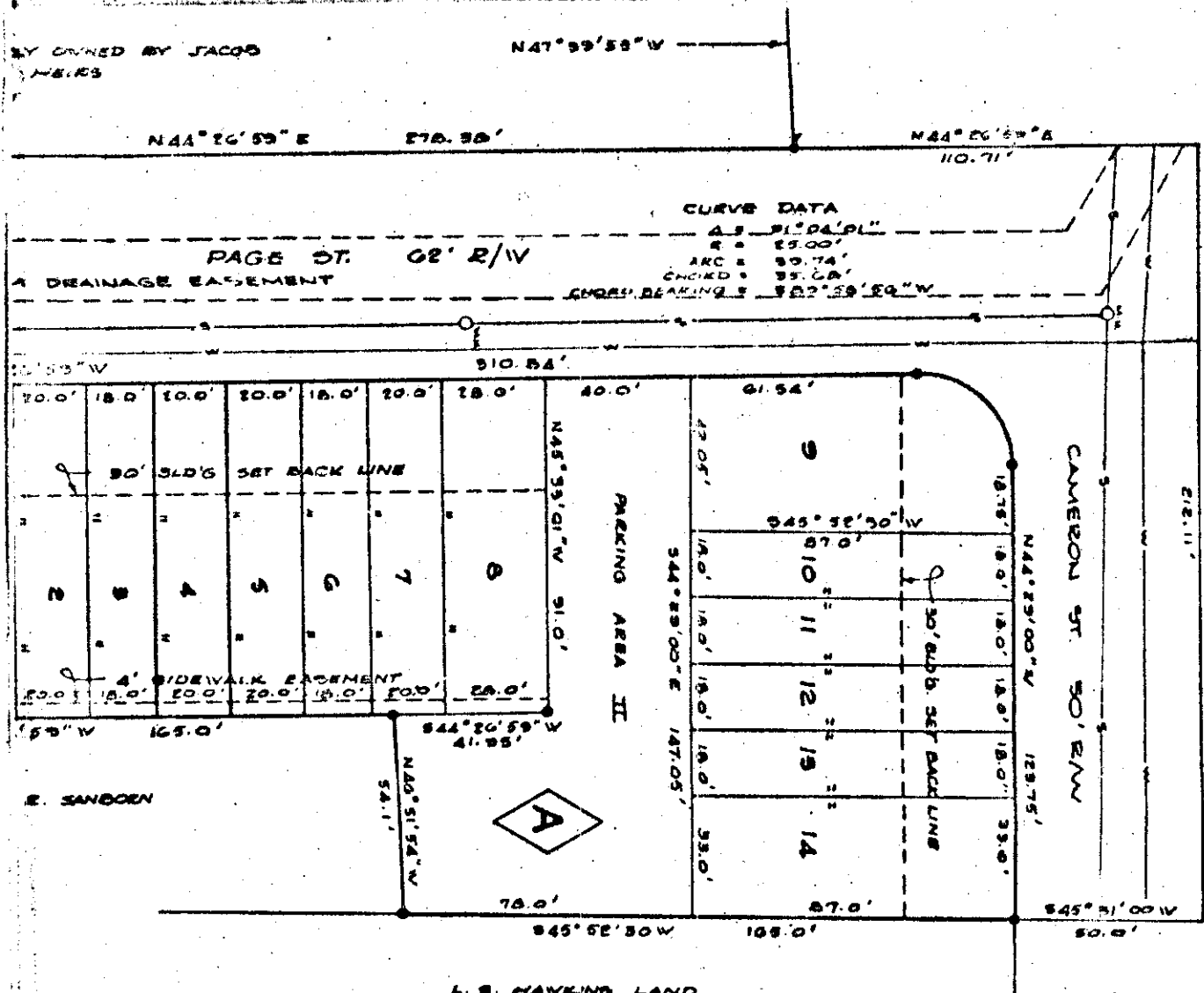
[Signature]
Notary Public

Clarke Co., SCT.
This instrument of writing was produced to me on the 23 day of November, 1973 at 11:55 A. M. and with certificate of acknowledgment thereto attached was admitted to record.

Teste: [Signature] Clerk.
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#733



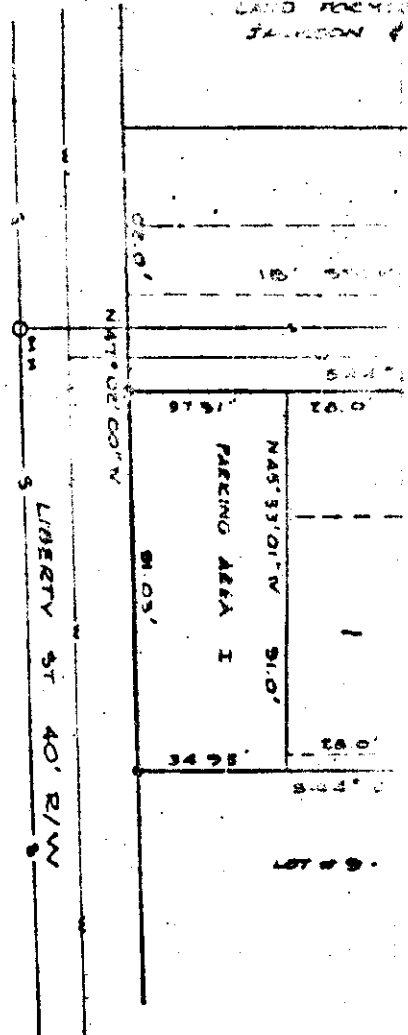
LEGEND

- S — SEWER MAIN
- W — WATER MAIN

TOTAL AREA SHOWN ON THIS PLAT IS
71,848.76 SQUARE FEET OR 1.6356
ACRES INCLUDING ROADS AS SHOWN.

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LAND RECORDS
JANUARY



CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, PATRIARCHAL HOLDINGS, INC. A VA. CORPORATION
 DATED: June 25, 1973 ATTEST: [Signature]

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND RECORDED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN DEED BOOK 97, PAGE 100. SAID PORTION OF LAND WAS CONVEYED TO H. M. RITTER, INCORPORATED BY DEED DATED APRIL 30, 1973, AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VIRGINIA IN DEED BOOK 100 PAGE 922.
 DATE: June 1973 [Signature]

FRANKLIN & SUEVEYOR
 217 WEST BROAD ST.
 FALLS CHURCH, VA. 22064
 273 BOX 269 STILL SOUTH
 WINCHESTER, VA. 22091

FINAL PLAT

BROOKVIEW

SUBDIVISION SECTION 'A'
 BERRYVILLE, VIRGINIA

BERRYVILLE PLANNING COMMISSION APPROVED FOR TOWNHOUSE DEVELOPMENT AS SHOWN.
 APPROVED - [Signature] CHAIRMAN
June 25, 1973

State of Virginia, State at large, to wit:
 I, Donald Hugh McDanel, a notary public, for the state aforesaid, do certify that F. L. Spencer, whose name is signed hereto on behalf of H. M. Ritter, Inc. as its President, has acknowledged the same to be the act of said corporation before me in my state aforesaid.
 Given under my hand and notarial seal this 25th day of June 1973.
[Signature] Notary Public
 Donald Hugh McDanel
 Clerk of Court - 117 S. 2nd St.

Va. Clarke Co., SCT.
 This instrument of writing was produced to me on the 27 day of June, 1973 at 10:10 A.M. and with certificate of acknowledgement thereto attached was admitted to record.

Teste: [Signature] CLEK

Delivered: 7/21/1976.
To: H. N. Ritter, Inc.

#476

AMMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

BATTLETOWN TOWNHOUSES

BERRYVILLE, VA.

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as recorded in Deed Book 104 page 102 pursuant to Article XII, Section 3 the above covenants, conditions, and restrictions are amended as follows:

Article VI Section 10, shall be amended to read "Exempt Property". The following property subject to this Declaration shall be exempt from the assessments created herein:

- A. The common area.
- B. All properties dedicated to and accepted by a local public authority
- C. All properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of Virginia. However no residence occupied as a dwelling shall be exempt from these assessments."

Article VIII final paragraph shall be amended to read:

"Application for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said Committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove within (30) days after plans and specifications have been submitted to it approval will not be required and the related covenants shall be deemed to have been fully complied with.

Article VIII, Second Paragraph shall be amended to read:

"No front or side yard fence wall or walls or other similar type structures shall be allowed except those approved by the Architectural Control Committee".

Article V, Section 1 E shall be amended to read:

"The rights of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded; agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than twenty-five (25) days nor more than fifty (50) days in advance.

APPROVED BY:

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<u>Mr. William T. Teri</u>	<u>Mr. William T. Teri</u>
<u>Mr. David Sherman</u>	<u>Timothy Rust</u>
<u>Dwight D. [unclear]</u>	<u>Colman W. [unclear]</u>
<u>Mr. Mac Charles [unclear]</u>	<u>Leola P. [unclear]</u>
<u>Mary M. Hough</u>	
<u>Anne H. Wilson</u>	
<u>Nancy A. Walker</u>	

The above are owners of record of Section A, Battletown Townhouses, Berryville, Virginia.

Frederick L. Spencer, Jr.
 President, H. N. RITTER, INC.
 302 Liberty St.
 Berryville, Virginia
 Declarant

STATE OF VIRGINIA
County of Clarke, to-wit:

I, Dorothy L. Thompson, a Notary Public in and for the County and State aforesaid, do hereby certify that Frederick L. Spencer, Jr., president of H. N. Ritter, Inc. of Clarke County, Virginia, whose name is signed to the foregoing instrument bearing date on the 7th. day of June, 1976, has acknowledged the same before me in the County and State aforesaid.

GIVEN under my hand this 9th. day of June, 1976.

Dorothy L. Thompson
 Notary Public

My commission expires: April 26, 1978.

Clarke Co., SCT.
 This instrument of writing was produced to me on the 9 day of June, 1976, at 10:30 A.M. and with certificate of acknowledgment thereto attached was admitted to record.

Tester: [Signature] Clerk

Del.
Harold Hawkins
Attorney
7/25/74

HMI/alb
7/3/74

#900

BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by H. N. RITTER, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in the Town of Berryville, Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "B" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated August 1, 1973, of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 102, as Instrument No. 888.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows:

All of those driveways, parking areas, parks and facilities as shown on the plats of Battletown Subdivision Section "B" as referred to hereinabove,

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and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 H. N. Ritter, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans

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Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class b membership

(b) On December 31, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period no to exceed thirty (30) days for any infraction of its published rules and regulations;
- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the

Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1½ automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably as possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby covenants and agrees to pay to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall be the personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities

devoted to this purpose and related to the use and enjoyments of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against

the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they

shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of Declarant.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

NO noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improve-

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ments for which a public authority or utility company is responsible.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, 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 thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

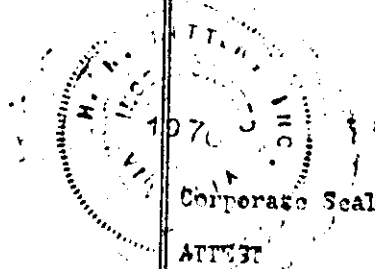
Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, H. N. RITTER, INC. has caused its corporate name to be hereunto signed by Frederick L. Spencer, Jr., its President, and its corporate seal to be hereunto affixed and duly attested by Dorothy L. Thompson, its Secretary, both of said officers being duly authorized therefor, all as of the 5th day of July, 1974.

H. N. RITTER, INC.

By: [Signature]
President



ATTEST
[Signature]
Secretary

STATE OF VIRGINIA

COUNTY OF CLARKE, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson, whose names as President and Secretary, respectively, of H. N. RITTER, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 5th day of July, 1974, personally appeared before me in my County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said corporation.

Given under my hand this 5th day of July, 1974.

My Commission Expires: July 2, 1977

[Signature]
Notary Public

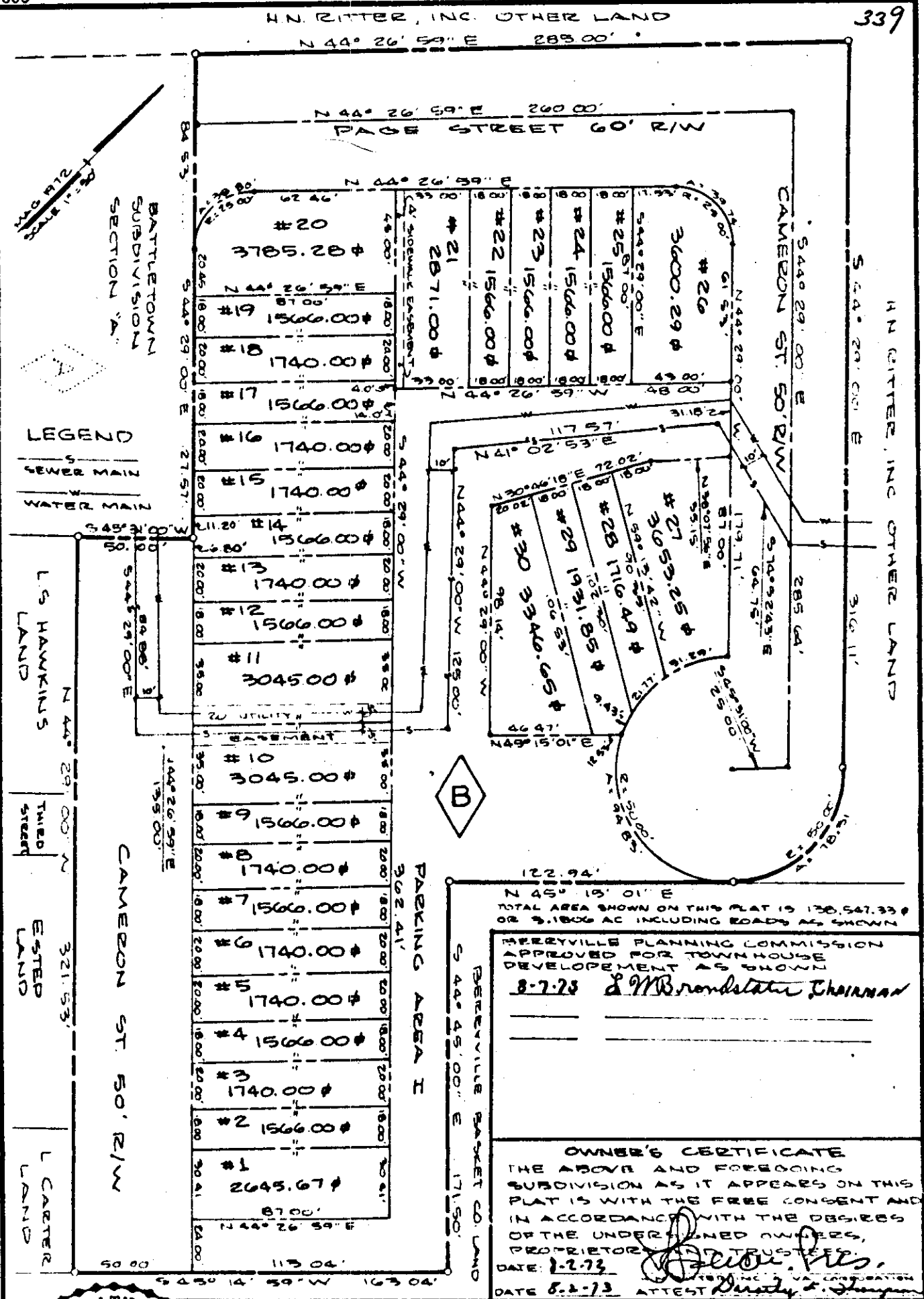
Clarke Co., SCT.

This instrument of writing was produced to me on the 5 day of July, 1974 at 4:55 P. M. and with certificate of acknowledgment thereto attached was admitted to record.

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Teste: [Signature]

Mailed 8-31-73
To: H.N. Ritter, Inc., Berryville, Va.



N 45° 15' 01" E
 TOTAL AREA SHOWN ON THIS PLAT IS 138,547.33 ±
 OR 3.1806 AC INCLUDING ROADS AS SHOWN

BERRYVILLE PLANNING COMMISSION
 APPROVED FOR TOWNHOUSE
 DEVELOPMENT AS SHOWN
 8-7-73 *JMB* *Chairman*

OWNER'S CERTIFICATE
 THE ABOVE AND FOREGOING
 SUBDIVISION AS IT APPEARS ON THIS
 PLAT IS WITH THE FREE CONSENT AND
 IN ACCORDANCE WITH THE DESIRES
 OF THE UNDERSIGNED OWNERS,
 PROPRIETORS AND TRUSTEES.
 DATE: 8-2-73 *Jerry Pres.*
 DATE: 8-2-73 ATTEST *Dwight S. Simpson*

COMMONWEALTH OF VIRGINIA
THOMAS C. GLASS
 CERTIFICATE No. 1154
 CERTIFIED LAND SURVEYOR

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAT SHOWN
 HEREON IS CORRECT; THAT IT IS A RESUB-
 DIVISION OF A PORTION OF A LARGER TRACT
 OF LAND DESCRIBED IN A PLAT OF THE A.
 MOORE, JR. ESTATE RECORDED IN DEED
 BOOK 37, PAGE 166. SAID PORTION OF
 LAND WAS CONVEYED TO H.N. RITTER, INC.
 BY DEED DATED APRIL 30, 1973, AND
 RECORDED IN THE LAND RECORDS OF
 CLARKE COUNTY, VIRGINIA.
 DATE 8-1-73
 CERTIFIED CORRECT

TRICO ASSOCIATES INC.
 WINCHESTER, VIRGINIA

"BATTLETOWN SUBDIVISION"
 SECTION "B" BERRYVILLE, VA.

Clarke Co., SCT.
 This instrument of writing was produced to me on
 the 8 day of August, 1973
 at 10:30 A. M. and with certificate of
 acknowledgment thereto attached was
 admitted to record.
 Testor: *Jerry* Clerk

Mailed: 7/25/75.
To: H. N. Ritter, Inc.
Berryville, Va.

BATTLETOWN

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by H. N. RITTER, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "C" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated July 17, 1974, of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 111, at Page 319.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

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Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows:

All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision Section "C" as referred to hereinabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 H. N. Ritter, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members

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or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, Page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required

for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

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- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1 1/2 automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby covenants and agrees to pay

to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or super-imposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index [published by the Department of Labor, Washington, D. C.] for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting

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forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale

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or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be

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appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole, No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of Declarant.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or

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specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept

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provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot

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subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, 'H. N. RITTER, INC.' has caused its corporate name to be hereunto signed by Frederick L. Spencer, Jr., its President, and its corporate seal to be hereunto affixed and duly attested by Dorothy L. Thompson, its Secretary, both of said officers being duly authorized therefor, all as of the 26th day of June, 1975.



Corporate Seal

H. N. RITTER, INC.
By: [Signature]
President

ATTEST:
Dorothy L. Thompson
Secretary

STATE OF VIRGINIA
COUNTY OF Clarke, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson whose names as President and Secretary, respectively, of H. N. RITTER, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 26th day of June, 1975, personally appeared before me in my County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said corporation.

Given under my hand this 26th day of June, 1975.
My commission expires: August 1, 1978

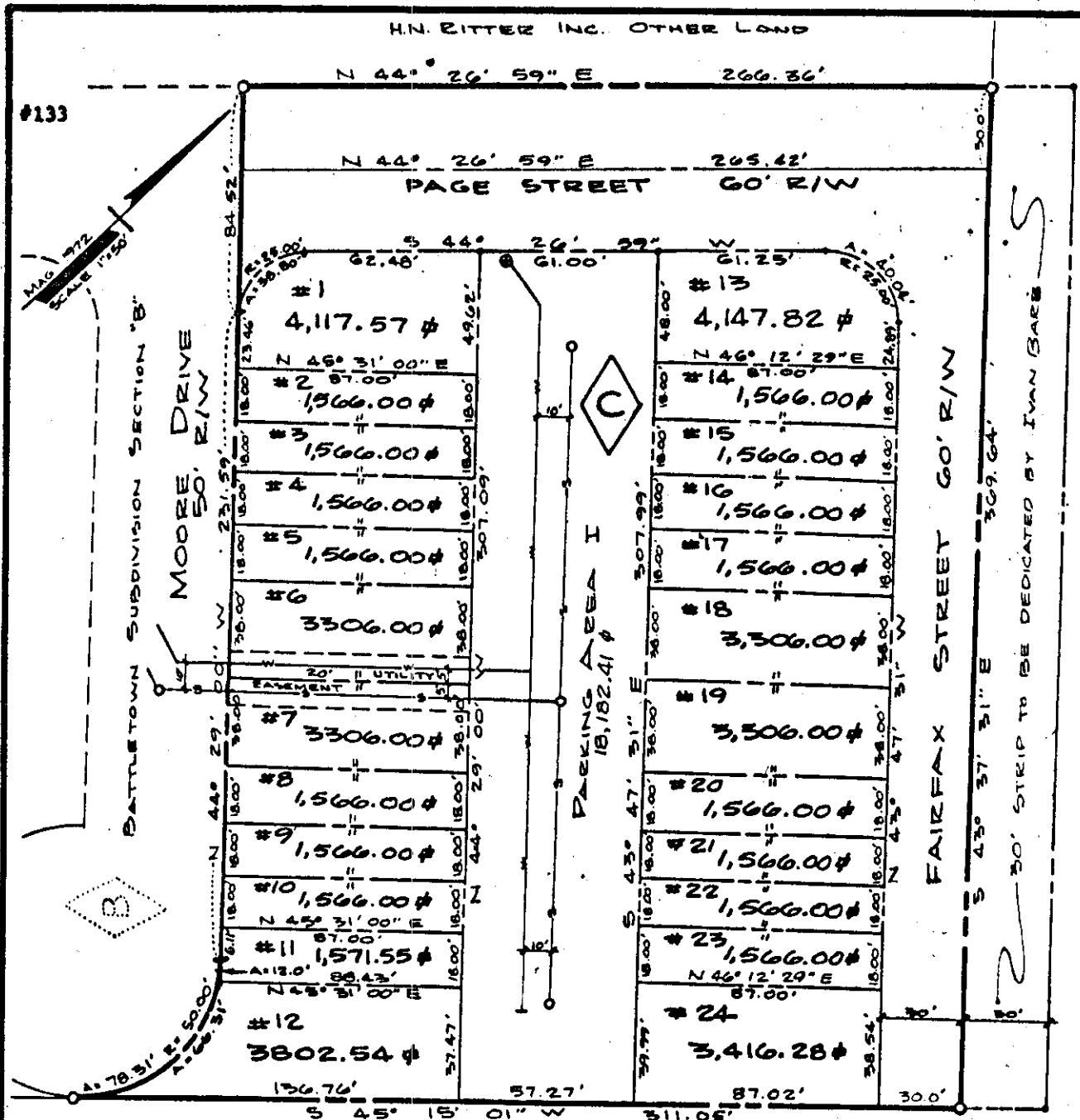
Clarke Co., SCT.
This instrument of writing was produced to me on the 27 day of June, 1975, at 1:00 P. M. and with certificate of acknowledgment thereto attached was admitted to record.

Virginia K. Racer
Notary Public

Teste: [Signature] Clerk
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Mailed: 3/18/75.
To: H. N. Ritter, Inc.
Berryville, Va.

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BERRYVILLE BASKET CO. LAND

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT, THAT IT IS A RESUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND DESCRIBED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN D.B. 37, PAGE 166. SAID PORTION OF LAND WAS CONVEYED TO H.N. RITTER, INC. BY DEED DATED APRIL 30 1973 AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VA.
 CERTIFIED CORRECT *Thomas C. Hlava* DATE: JULY 17, 1974

OWNER'S CERTIFICATE
 THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.
 DATE: 12/6/74 *H.N. Ritter, Inc.*
 DATE: 12/6/74 ATTEST: *Dorothy L. Thompson*

BERRYVILLE PLANNING COMMISSION
 APPROVED FOR TOWNHOUSE DEVELOPEMENT AS SHOWN.
March 4, 1975
E. T. Maguider
 CHAIRMAN PRO TEM.

BATTLETOWN SUBDIVISION
 SECTION "C"
 BERRYVILLE, VIRGINIA

TRICO ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 417 West Broad St. Falls Church, Virginia 22046
 Route 3 Box 269 Winchester, Virginia 22601

Clarke Co., SCT. Certificate of Acknowledgement
 This instrument of writing was produced to me on the 6 day of March, 1975
 at 12:45 P.M. and with certificate of acknowledgment thereto attached was admitted to record.
 Test: *Thomas C. Hlava* Clerk

COMMONWEALTH OF VIRGINIA
 CLERK OF THE CIRCUIT COURT
 CLARKE COUNTY
 date surveyed: JULY 17, 1974
Thomas C. Hlava
 certified correct

Mailed: 6/17/75.
To: H. N. Ritter, Inc.
Berryville, Virginia.

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BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by H. N. RITTER, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate near the Town of Berryville, Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "C" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated July 17, 1974, of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 111, at Page 319.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1, "Association" shall mean and refer to Battletown Home-owners Association, its successors and assigns.

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Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Association. The Common Area for BATTLETOWN, is described as follows:

- All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision "C" as referred to hereinabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 H. N. Ritter, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth

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purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in

Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance. 232
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1 1/2 automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby covenants and agrees to pay to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. *Until* January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be *Sixty Dollars (\$60.00)*.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index [published by the Department of Labor, Washington, D. C.] for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and

placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto. 236

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved

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by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of Declarant.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair,

maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. 238

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improve-

ments for which a public authority or utility company is responsible.

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ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

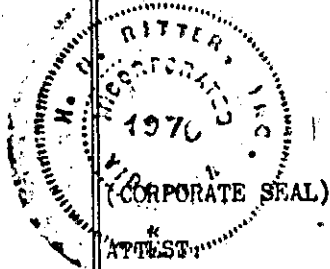
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, 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 thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, H. N. RITTER, INC. has caused its corporate name to be hereunto signed by Frederick L. Spencer, Jr., its President, and its corporate seal to be hereunto affixed and duly attested by Dorothy L. Thompson, its Secretary, both of said officers being duly authorized therefor, all as of the 15th day of May, 1975.



H. N. RITTER, INC.
BY: [Signature]
President

[Signature]
Secretary

COMMONWEALTH OF VIRGINIA

COUNTY OF CLARKE, To-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, do certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson, whose names as President and Secretary, respectively, of H. N. RITTER, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 15th day of May, 1975, personally appeared before me in my County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said corporation.

Given under my hand this 15th day of May, 1975.

My commission expires August 1, 1978.

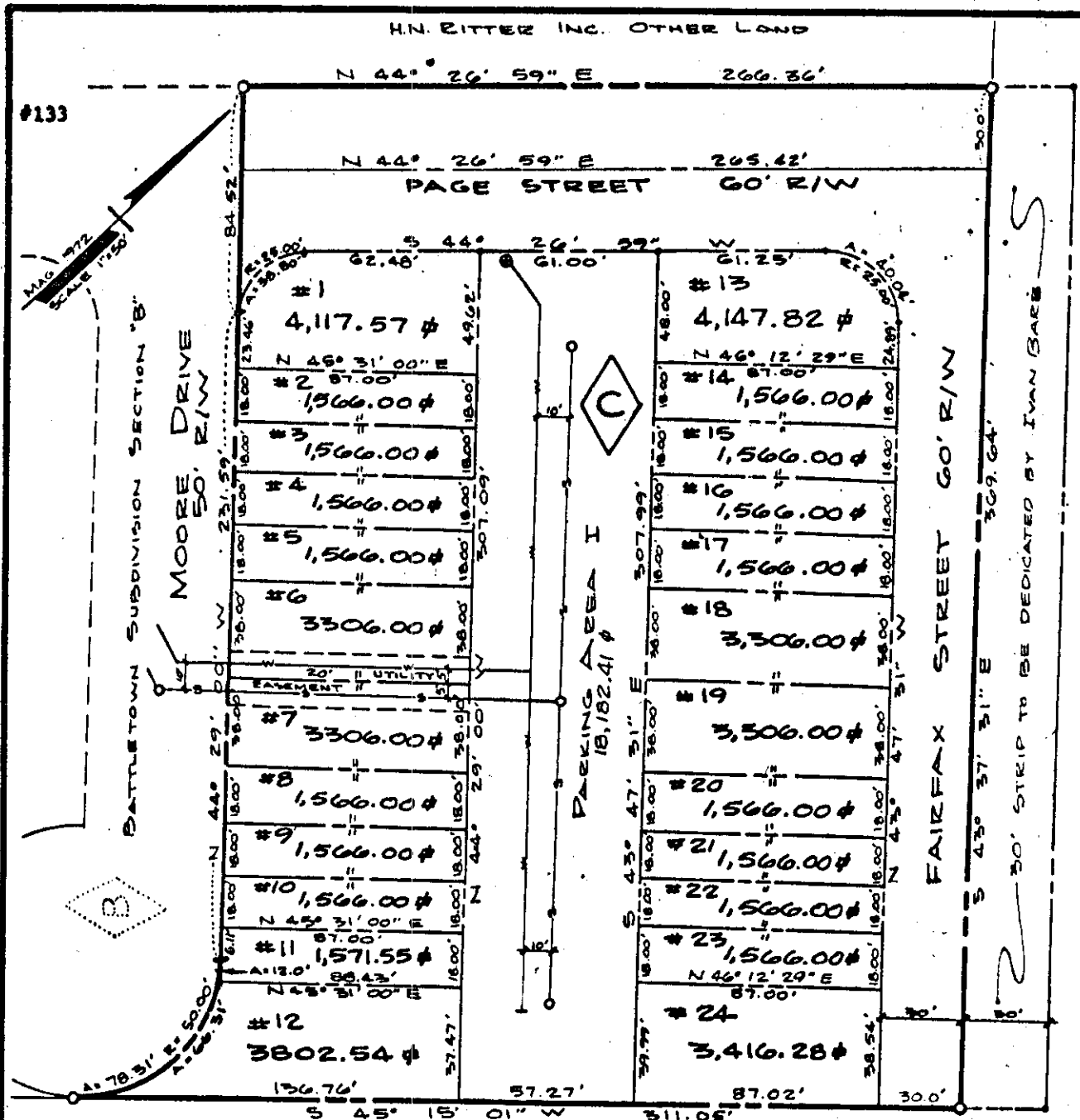
[Signature]
NOTARY PUBLIC

Clarke Co., SCT.
This instrument of writing was produced to me on the 15 day of May, 19 75 at 4:15 P.M. and with certificate of acknowledgment thereto attached was admitted to record.

Tester: [Signature] Clerk

Mailed: 3/18/75.
To: H. N. Ritter, Inc.
Berryville, Va.

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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT, THAT IT IS A RESUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND DESCRIBED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN D.B. 37, PAGE 166. SAID PORTION OF LAND WAS CONVEYED TO H.N. RITTER, INC. BY DEED DATED APRIL 30 1973 AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VA.

CERTIFIED CORRECT *Thomas C. Hlava* DATE: JULY 17, 1974

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.

DATE: 12/6/74 *H.N. Ritter, Inc.*

DATE: 12/6/74 ATTEST: *Dorothy L. Thompson*

BERRYVILLE PLANNING COMMISSION APPROVED FOR TOWNHOUSE DEVELOPEMENT AS SHOWN.

March 4, 1975

E. T. Maguider
CHAIRMAN PRO TEM.

BATTLETOWN SUBDIVISION
SECTION "C"
BERRYVILLE, VIRGINIA

TRICO ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
417 West Broad St. Falls Church, Virginia 22046
Route 3 Box 269 Winchester, Virginia 22601

COMMONWEALTH OF VIRGINIA

CLERK OF THE CIRCUIT COURT

date surveyed: JULY 17, 1974

Thomas C. Hlava
certified correct

Clarke Co., SCT. Certificate of Acknowledgement

This instrument of writing was produced to me on the 6 day of March, 1975 at 12:45 P.M. and with certificate of acknowledgment thereto attached was admitted to record.

Test: *Thomas C. Hlava* Clerk

Delivered: 7/21/76.
To: H. N. Ritter, Inc.

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BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by H. N. RITTER, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "D" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated June 6, 1975 of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 113, at Page 395.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows:

All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision Section "D" as referred to hereinabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 H. N. Ritter, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members

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or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, Page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required

for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

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- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1½ automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby covenants and agrees to pay

to the Association fifty percent (50%) of the annual assessments or charges ¹⁶⁷ and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index [published by the Department of Labor, Washington, D. C.] for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting

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forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale

or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be

appurtenant to the land and shall pass to such Owner's successors in title. 171

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of Declarant.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or

specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept

provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be kept except in sanitary containers.

All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

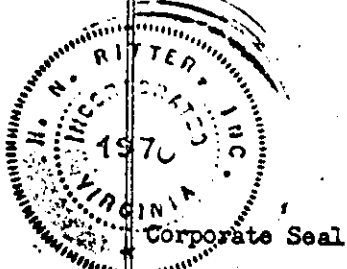
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot

174

subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, H. N. RITTER, INC., has caused its corporate name 175
to be hereunto signed by Frederick L. Spencer, Jr., its
President, and its corporate seal to be hereunto affixed and duly attested by
Dorothy L. Thompson, its Secretary, both of said officers
being duly authorized therefor, all as of the 9th day of June,
19 76.



H. N. RITTER, INC.

By: [Signature]
President

ATTEST:

Dorothy L. Thompson
Secretary

STATE OF VIRGINIA

COUNTY OF Clarke, to-wit:

I, the undersigned, a notary public in and for the County aforesaid,
do certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson,
whose names as President and Secretary, respectively, of H. N. RITTER, INC.,
are signed to the writing foregoing and hereto annexed, bearing date on
the 9th day of June, 1976, personally appeared before
me in my County aforesaid and acknowledged said writing to be the act and
deed of their said corporation, and the seal thereto affixed to be the
corporate sea, and the writing was so signed and acknowledged by them and
the said seal so affixed by authority of the Board of Directors of said
corporation.

Given under my hand this 9th day of June, 1976.

My commission expires: Sept 5, 1977

Edythe R. Pyle
Notary Public

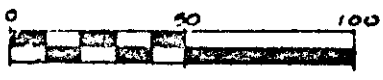
Clarke Co., SCT.

This instrument of writing was produced to me on
the 9 day of June, 1976
at 10:32 A. M. and with certificate of
acknowledgment thereto attached was
admitted to record.

Tester: [Signature], Clerk

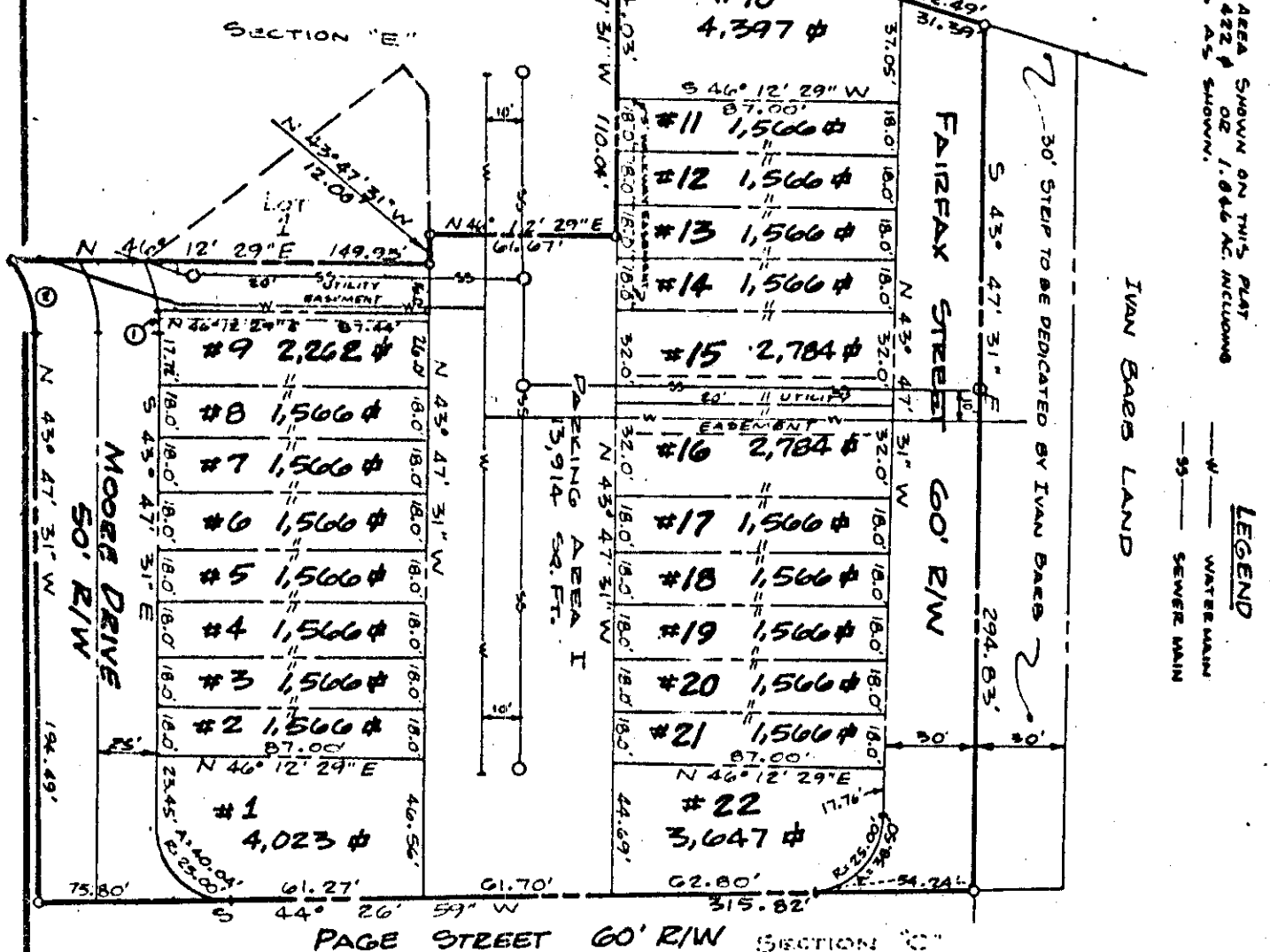
0113
0395
Record: 9/24/75

N. Ritter, Inc., Berryville, Va. 113 - 395
#628



395
22

CURVE DATA			
#	DELTA	RADIUS	ARC
1	05°59'32"	79.29'	0.30'
2	04°00'49"	29.29'	20.63'



TOTAL AREA SHOWN ON THIS PLAT IS 80,422 ± SQ. FT. OR 1.846 AC. INCLUDING ROADS AS SHOWN.

LEGEND

— W — WATER MAIN

— S — SEWER MAIN

PAGE STREET 60' R/W SECTION "C"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; THAT IT IS A RESUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND DESCRIBED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN DEED BOOK 37 PAGE 106. SAID PORTION OF LAND WAS CONVEYED TO H.N. RITTER, INC. BY DEED DATED APRIL 30, 1973 AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VA.

CERTIFIED CORRECT BY [Signature] DATE JUNE 6, 1975

OWNERS CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.

DATE: 7-1-75
H.N. RITTER, INC. - A VA. CORPORATION
DATE: 7-1-75 ATTEST: [Signature]

BERRYVILLE PLANNING COMMISSION APPROVED FOR TOWNHOUSE DEVELOPMENT AS SHOWN

7-1-75 [Signature]
CHAIRMAN

BATTLE TOWN SUBDIVISION SECTION "D" BERRYVILLE, VIRGINIA

TRICO ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

7115 Leesburg Pike
Falls Church, Virginia 22043

Route 3 Box 269
Winchester, Virginia 22601



State of Virginia
County of Clarke:

Certificate of Acknowledgement
My Commission expires 8/1/78
Virginia K. Racer

This day personally appeared before me, Virginia K. Racer, a Notary Public of and for the county and state aforesaid, Fred L. Spencer, Jr., whose name is signed to the foregoing writing, and acknowledged the same before me in my said county and state.

Given under my hand this 21st day of August, 1975. Virginia K. Racer
Notary Public.

date surveyed: JUNE 6, 1975

Clarke Co., SCT.

This instrument of writing was produced to me on the 21 day of August, 1975 at 3:15 P.M. and with certificate of acknowledgment thereto attached was admitted to record.

Test: [Signature] Clerk

Mailed: 1/5/78.
To: Ritter Buildings, Inc.
302 Liberty St.,
Berryville, Virginia.

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#1092

BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Ritter Buildings, Inc., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in Berryville and Clarke County, Virginia, and more particularly shown as Battletown Subdivision Section "E" on a plat thereof prepared by H. Bruce Edens, Certified Land Surveyor, dated November 29, 1976 of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 120, at Page 667.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows:

All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision Section "F" as referred to hereinabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 Ritter Buildings, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members

or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum. 586

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, Page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required

for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-third (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded; agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than twenty-five (25) days nor more than fifty (50) days in advance.

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(f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1 1/2 automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby

covenants and agrees to pay to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. 589

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting

forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation. 590

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authority Under Section 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates.

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The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to

such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

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Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be

appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those approved by the Architectural Control Committee.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Application for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any

plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. ⁵⁹⁴

In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept

provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. 595

Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, 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 thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. 596

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, RITTER BUILDINGS, INC. has caused its 597
corporate name to be hereunto signed by Frederick L. Spencer, Jr.,
its President, and its corporate seal to be hereunto affixed
and duly attested by Dennis Kline, its Secretary, both of said
officers being duly authorized therefor, all as of the 28th day
of October, 1977.

RITTER BUILDINGS, INC.

By: Frederick L. Spencer, Jr.
President

Corporate Seal

ATTEST:

Dennis R. Kline
Secretary

STATE OF VIRGINIA

COUNTY OF Clarke, to-wit:

I, the undersigned, a notary public in and for the county
aforesaid, do certify that Frederick L. Spencer, Jr. and Dennis
Kline, whose names as President and Secretary, respectively, of
RITTER BUILDINGS, INC., are signed to the writing foregoing and
hereto annexed, bearing date on the 28th day of October, 1977
personally appeared before me in my county aforesaid and acknow-
ledged said writing to be the act and deed of their said corporation
and the seal thereto affixed to be the corporate seal, and the
writing was so signed and acknowledged by them and the said seal
so affixed by authority of the Board of Directors of said
corporation.

GIVEN under my hand this 28th day of October, 1977.

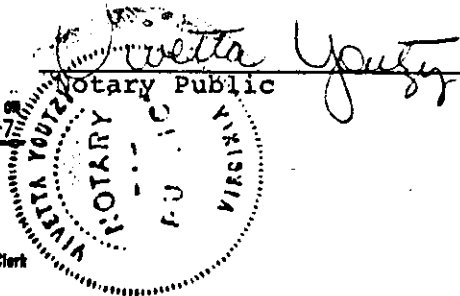
My commission expires:

2/18/81

Clarke Co., SCT.

This instrument of writing was produced to me on
the 28 day of October, 1977
at 12:18 P.M. and with certificate of
acknowledgment thereto attached was
admitted to record.

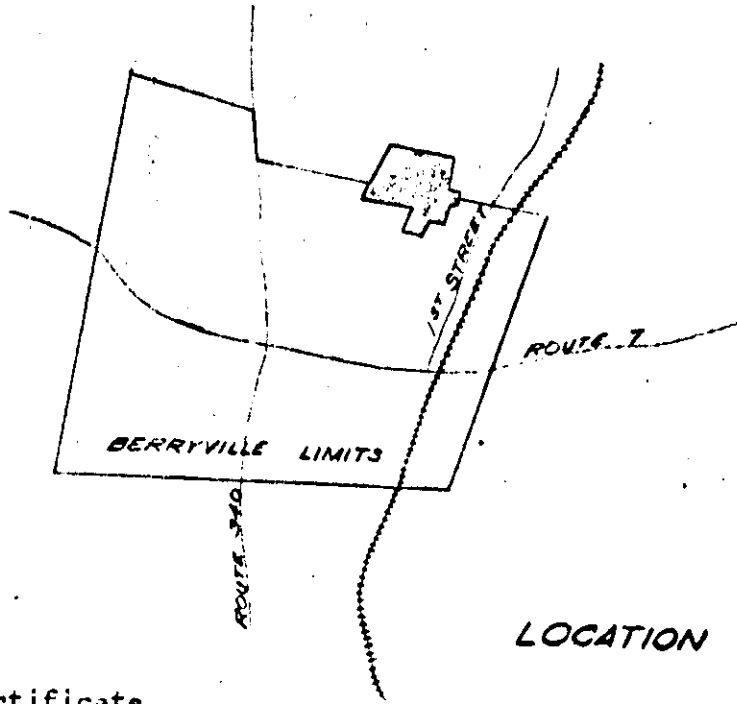
Teste: Willetta Youst, Clerk



Mailed: 3/17/77.
To: H. N. Ritter, Inc.
302 Liberty Street,
Berryville, Virginia.

#132

667



LOCATION MAP

Surveyor's Certificate

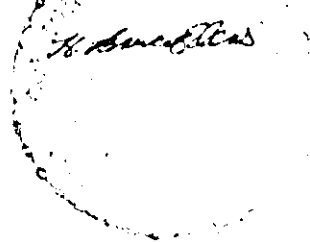
I hereby certify that the land contained in this subdivision is the land conveyed to H. N. Ritter, Inc., by deed dated 30 April 1973 and recorded in the Clarke County Court Clerk's Office in Deed Book 37 at Page 166.

H. Bruce Edens
H. Bruce Edens, C.L.S.

Owner's Certificate

The above and foregoing subdivision as appears in this plat is with the free consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any.

H. N. Ritter, Inc.
Ritter Buildings, Inc.

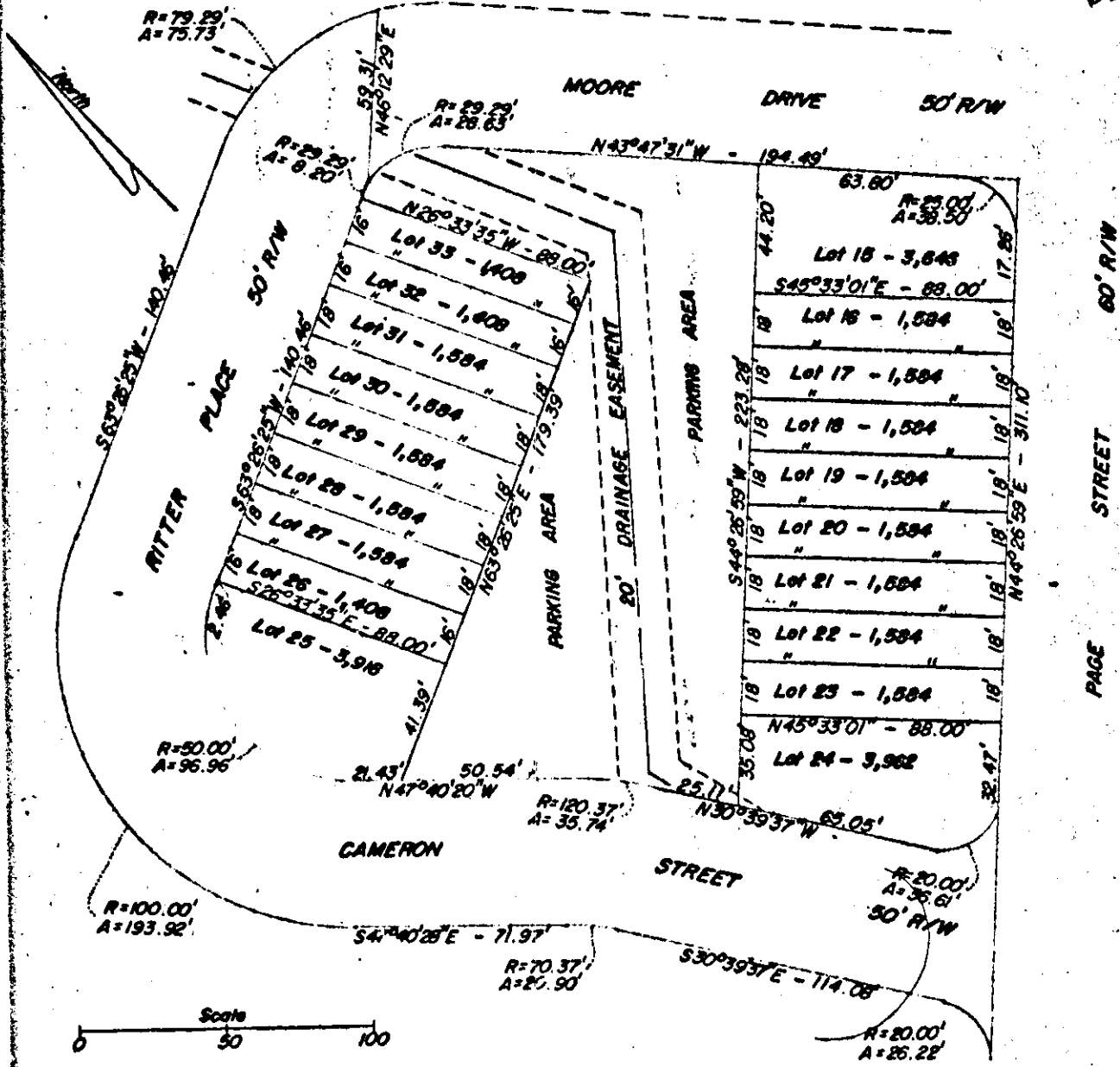


BERRYVILLE PLANNING
COMMISSION
APPROVED 1/19/77
L. W. Brundage
CHAIRMAN

FINAL PLAT
BATTLETOWN SUBDIVISION
Section "E"
Berryville, Virginia

29 November 1976

PLAT NO. 132



FINAL PLAT
BATTLETOWN SUBDIVISION
Section "E"

Berryville, Virginia

Scale: 1" = 50' 29 November 1976

BERRYVILLE PLANNING
COMMISSION

APPROVED 1/19/77
L. B. Brundstater
CHAIRMAN

Clarke Co., SCT.
This instrument of writing was produced to me on
the 25 day of February 1977
at 10:15 A.M. and with certificate of
acknowledgment thereto attached was
admitted to record.
Tester: [Signature] Clerk

Mailed: 8/18/77.
To: Miller, Perkins & Givens, Attys.
Box 27, Leesburg, Va. 22075

0766

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BATTLETOWN
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Ritter BUILDINGS, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain proprty in Clarke County, State of Virginia, which is more particularly described as:

All those certain parcels of land lying and being situate in Clarke County, Virginia and more particularly shown as Battletown Subdivision Section "F" on a plat thereof prepared by H. Bruce Edens, Certified Land Surveyor, dated November 29, 1976 of record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 120, at Page 669.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Battletown Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area for BATTLETOWN, is described as follows;

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All of those driveways, parking areas, parks and recreational areas and facilities as shown on the plats of Battletown Subdivision Section "F" as referred to hereinabove, and on the plats of additional properties annexed pursuant to the provisions of Article II.

Section 4. "Lot" shall mean and refer to any single family plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

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 a fee simple title to any Lot which is a part of the Properties, 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 Ritter Buildings, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

INCREASE IN MEMBERSHIP IN HOMEOWNERS ASSOCIATION BY
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Increase in membership of the Homeowners Association by annexation of additional property shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, of the Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members

or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 100, Page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however, that the development of the additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required

for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) on December 31, 1975

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the rights of the Association to limit the number of guests of members;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) the rights of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

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- (e) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-third (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded; agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than twenty-five (25) days nor more than fifty (50) days in advance.
- (f) the right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to use of not more than 1½ automobile parking spaces, which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign vehicle parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each Lot owned within the Properties, hereby

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covenants and agrees to pay to the Association fifty percent (50%) of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove, on those Lots owned by the Declarant which are vacant or superimposed by an unsold or unoccupied home as long as there is a Class B membership. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, 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. Each such assessment together with such interest, costs and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting

forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authority Under Section 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 7. Date of Commencement of Annual Assessments: Due dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand 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 Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the

Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to

such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) the Common Area; (b) all properties dedicated to and accepted by a local public authority; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be

appurtenant to the land and shall pass to such Owner's successors in title.

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Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, accessory building; or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to be the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those approved by the Architectural Control Committee.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Application for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any

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plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing.

In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

No Lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept

provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. 282
Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.
No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors or assigns, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot

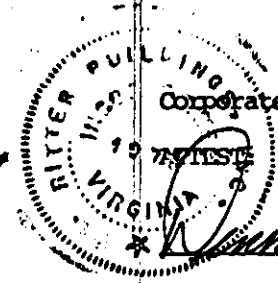
subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. 283

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, RITTER BUILDINGS, INC., has caused its corporate name to be hereunto signed by Frederick L. Spencer, Jr., its President, and its corporate seal to be hereunto affixed and duly attested by Dennis Kline, its Secretary, both of said officers being duly authorized therefor, all as of the 4th day of August, 1977.

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RITTER BUILDINGS, INC.
By [Signature]
President



[Signature]
Secretary

STATE OF VIRGINIA
COUNTY OF Chabe, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do certify that Frederick L. Spencer, Jr. and Dennis Kline, whose names as President and Secretary, respectively, of RITTER BUILDINGS, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 4th day of August, 1977, personally appeared before me in my County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said corporation.

GIVEN under my hand this 4th day of August, 1977.
My Commission expires: 10/30/80

[Signature]
Notary Public



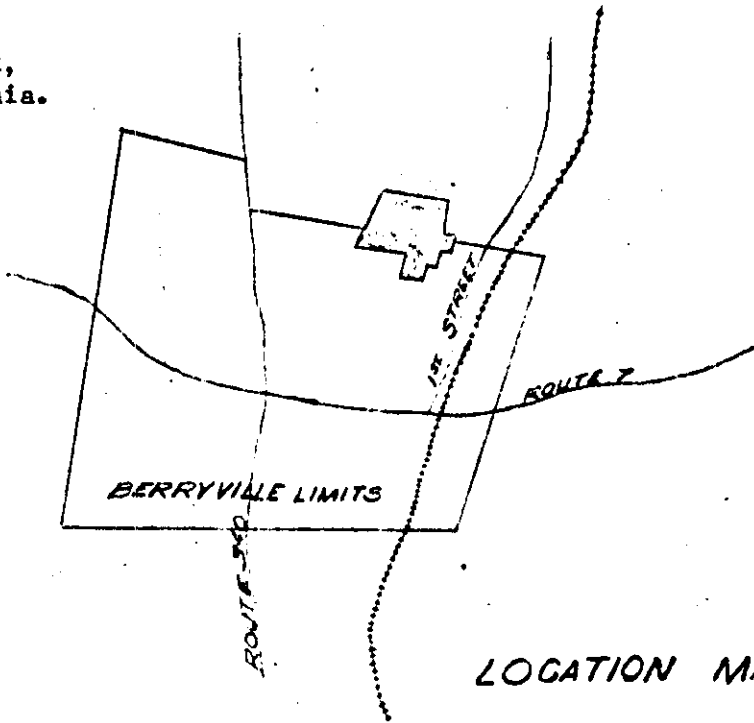
Clark Co., SCT.
This instrument of writing was produced to me on the 4 day of August, 1977 at 5:00 P.m. and with certificate of acknowledgment thereto attached was admitted to record.

Teste: [Signature] Clerk

Mailed: 3/17/77.
To: H. N. Ritter, Inc.
302 Liberty Street,
Berryville, Virginia.

669

#133



Surveyor's Certificate

I hereby certify that the land contained in this subdivision is the land conveyed to H. N. Ritter, Inc., by deed dated 30 April 1973 and recorded in the Clarke County Court Clerk's Office in Deed Book 37 at Page 166.

H. Bruce Edens
H. Bruce Edens, C.L.S.

Owner's Certificate

The above and foregoing subdivision as appears in this plat is with the free consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any.

H. N. Ritter, Inc.
Ritter Buildings, Inc.

Sheet 1 of 3

BERRYVILLE PLANNING
COMMISSION

APPROVED 1/19/77
L. W. Brundage
CHAIRMAN

FINAL PLAT

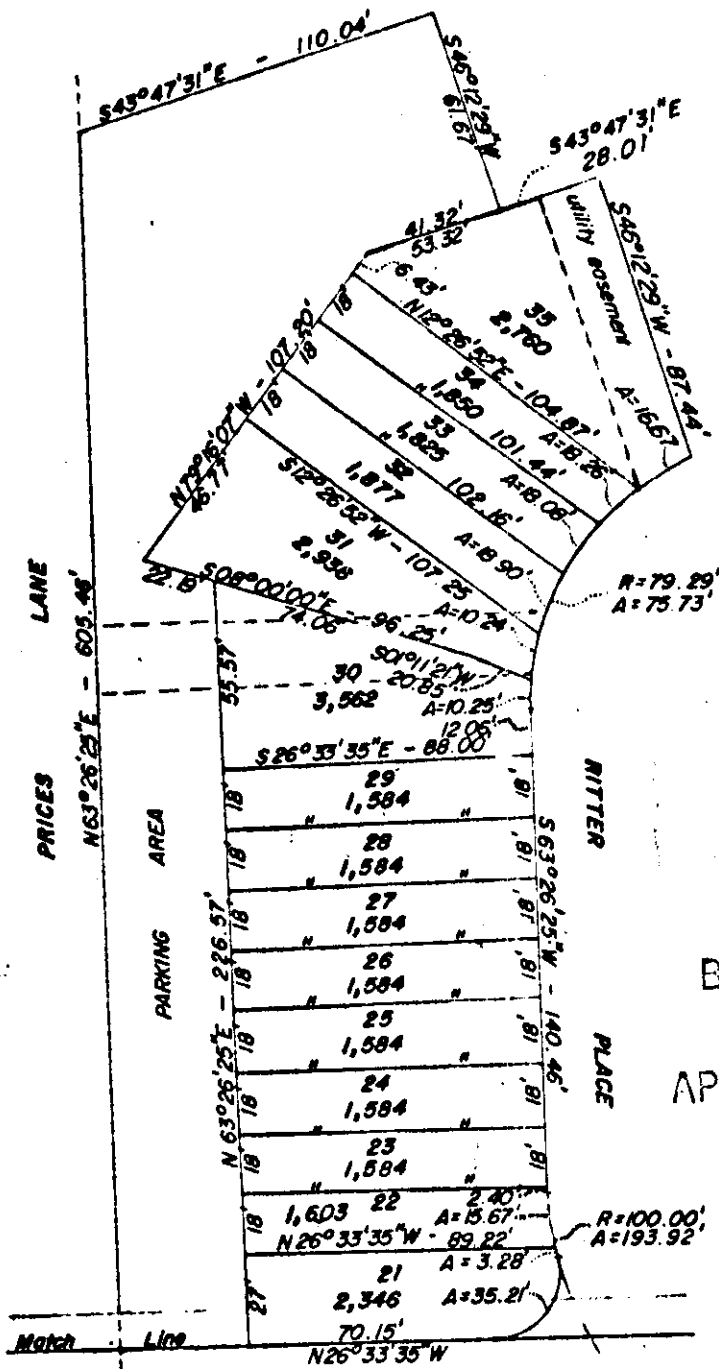
BATTLETOWN SUBDIVISION
Section "F"

Berryville, Virginia

29 November 1976



670



BERRYVILLE PLANNING
 COMMISSION
 APPROVED 11/19/77
J. P. Brundage
 CHAIRMAN

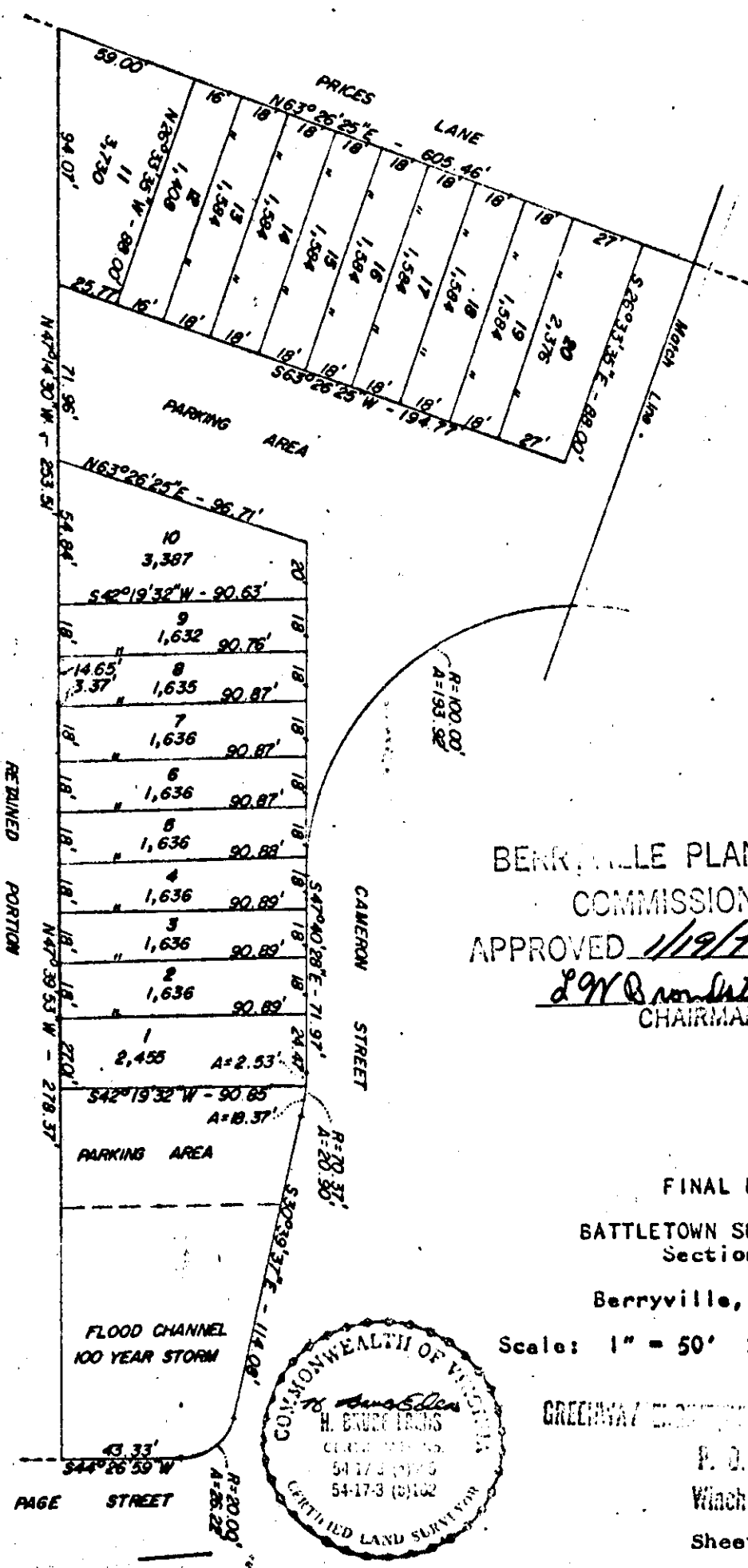


FINAL PLAT
 BATTLETOWN SUBDIVISION
 Section "F"
 Berryville, Virginia
 Scale: 1" = 50' 29 November 1976

GREENWICH ENGINEERING AND SURVEYING, INC.

Sheet 2 of 3

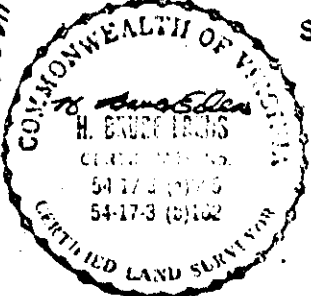
P. O. Box 600
 Winchester, Va.



BERRYVILLE PLANNING
COMMISSION
APPROVED 1/19/77
L. W. B. [Signature]
CHAIRMAN

FINAL PLAT
BATTLETOWN SUBDIVISION
Section "F"
Berryville, Virginia

Scale: 1" = 50' 29 November 1976



GREENWAY ENGINEERING & SURVEYING CO., INC.
P. O. Box 606
Winchester, Va.
Sheet 3 of 3

Clarke Co., SCT.
This instrument of writing was produced to me on
the 25 day of February 1977
at 10:17 A. M. and with certificate of
acknowledgment thereto attached was
admitted to record.
Testes: [Signature] Clerk

Delivered: 7/21/1976.
To: H. N. Ritter, Inc.

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SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

#478

THIS SUPPLEMENTAL DECLARATION, Made on the date hereinafter set forth by H. N. RITTER, INC. OF BERRYVILLE, CLARKE CO., (hereinafter referred to as the "Corporation"),

W I T N E S S E T H:

WHEREAS, by declaration (hereinafter referred to as the "Declaration") , dated 11-21-73, recorded in the Clerk's Office of the Circuit Court of the County of Clarke, Virginia, in Deed Book 104 at page 102 the Corporation subjected certain property more particularly described therein to the easements, restrictions, covenants and conditions prescribed therein for the purpose of enhancing and protecting the value, desirability and attractiveness of the aforesaid property; and

WHEREAS, ARTICLE II, Section 2 of the Declaration provides that "If within five (5) years of the date of incorporation of this Association, the declarant should develop additional lands within the area described in Deed Book 100 page 322 of the land records of Clarke County, Virginia, the membership in this Association may be increased by annexation of such additional lands without the assent of the Class A members, provided however that the development of additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veteran's Administration with the processing papers for the first section detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veteran's Administration prior to such development (See attached plans of original overall development plan and plats of Section A, B, C, & D.)

WHEREAS, the Corporation has complied with all the required terms of ARTICLE II of the Declaration; and

WHEREAS, the Corporation desires to subject certain additional properties, in accordance with said ARTICLE II, to the easements, restrictions, covenants and conditions of the Declaration;

NOW, THEREFORE, the Corporation hereby declares that all of the following described property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions prescribed in the Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof. 177

ALL THOSE certain parcels of land lying and being situate in the Town of Berryville, and the County of Clarke, Virginia and more particularly shown as Battletown Subdivision Section "B" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated 8-1-73 of record in Deed Book 102 page 339;

ALL THOSE certain parcels of land lying and being situate in the Town of Berryville, and the County of Clarke, Virginia and more particularly shown as Battletown Subdivision Section "C" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated 7-17-74 of record in Deed Book 111 page 319;

ALL THOSE certain parcels of land lying and being situate in the Town of Berryville, and the County of Clarke, Virginia and more particularly shown as Battletown Subdivision Section "D" on a plat thereof prepared by Thomas C. Glass, Certified Land Surveyor, dated 6-6-75 of record in Deed Book 113 page 395 in the office of the Clerk of the Circuit Court of Clarke County, Virginia.

This Supplemental Declaration shall contain the following complementary additions and modifications to the covenants and conditions contained in the Declaration which are necessary to reflect the addition of the above-described property.

1. ARTICLE I, Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration, that certain real property hereinbefore described and such additions as may hereafter be brought within the jurisdiction of the Association.

2. ARTICLE I, Section 3. "Common Area" shall mean that area so designated in the Declaration and any supplemental declaration or declarations and Greenbelt T, as shown on the aforesaid plat and all additions thereto in accordance with ARTICLE II of the Declaration.

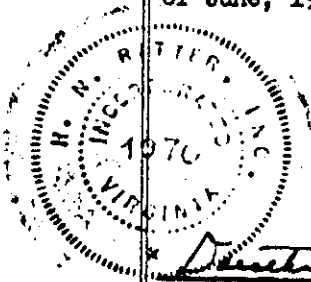
3. ARTICLE I, Section 7. "Lot" shall mean and refer to any numbered plot of land described in the Declaration and any numbered plot of land shown on the aforesaid plat, but shall not include any plot

otherwise designated, any of the Common Area, or any Multifamily Structure. 178

4. ARTICLE I, Section 11. "Access Area" shall mean and refer to the area or areas designated in the Declaration, the area or areas designated as such on the aforesaid plat and all additions thereto made in accordance with ARTICLE II of the Declaration.

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IN WITNESS WHEREOF, H. N. RITTER, INC. of Clarke County, Virginia has caused this Supplemental Declaration to be signed in its name and behalf by its President and its corporate seal to be hereto affixed and attested by its Secretary, thereunto duly authorized this 7th. day of June, 1976.



H. N. RITTER, INC.

BY [Signature]
President

[Signature]
Secretary

STATE OF VIRGINIA

County of Clarke, to-wit:

I, Nellie J. Cobb, a Notary Public in and for the County and State aforesaid, do hereby certify that Frederick L. Spencer, Jr. and Dorothy L. Thompson, president and Secretary, respectively, of H. N. Ritter, Inc. of Clarke County, Virginia whose names as such are signed to the foregoing instrument bearing date on the 7th. day of June, 1976, have acknowledged the same before me in the County and State aforesaid.

GIVEN under my hand this 8 day of June, 1976.

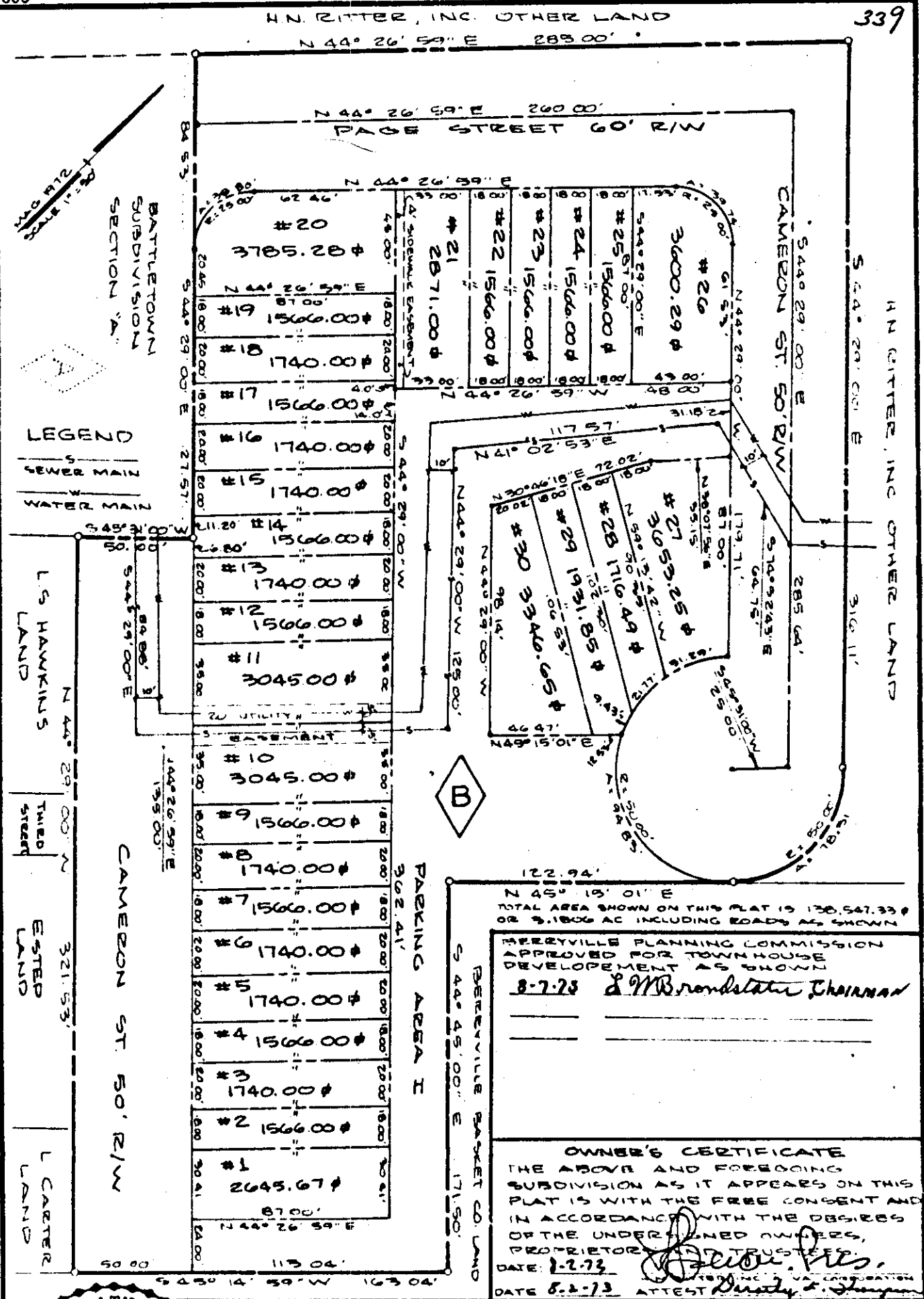
[Signature]
Notary public

My commission expires: Jan. 29 - 1979

Clarke Co., SCT.
This instrument of writing was produced to me on the 9 day of June, 19 76 at 10:34 A. M. and with certificate of acknowledgment thereto attached was admitted to record.

Teste: [Signature]

Mailed 8-31-73
To: H.N. Ritter, Inc., Berryville, Va.



N 45° 15' 01" E
 TOTAL AREA SHOWN ON THIS PLAT IS 138,547.33 ±
 OR 3.1806 AC INCLUDING ROADS AS SHOWN

BERRYVILLE PLANNING COMMISSION
 APPROVED FOR TOWNHOUSE
 DEVELOPMENT AS SHOWN
 8-7-73 *L.M.B. Ronaldston* CHAIRMAN

OWNER'S CERTIFICATE
 THE ABOVE AND FOREGOING
 SUBDIVISION AS IT APPEARS ON THIS
 PLAT IS WITH THE FREE CONSENT AND
 IN ACCORDANCE WITH THE DESIRES
 OF THE UNDERSIGNED OWNERS,
 PROPRIETORS AND TRUSTEES.
 DATE: 8-2-73 *John P. ...*
 DATE 8-2-73 ATTEST *Dwight ...*

COMMONWEALTH OF VIRGINIA
THOMAS C. GLASS
 CERTIFICATE No. 1154
 CERTIFIED LAND SURVEYOR

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAT SHOWN
 HEREON IS CORRECT; THAT IT IS A RESUB-
 DIVISION OF A PORTION OF A LARGER TRACT
 OF LAND DESCRIBED IN A PLAT OF THE A.
 MOORE, JR. ESTATE RECORDED IN DEED
 BOOK 37, PAGE 166. SAID PORTION OF
 LAND WAS CONVEYED TO H.N. RITTER, INC.
 BY DEED DATED APRIL 30, 1973, AND
 RECORDED IN THE LAND RECORDS OF
 CLARKE COUNTY, VIRGINIA.
 DATE 8-1-73
 CERTIFIED CORRECT

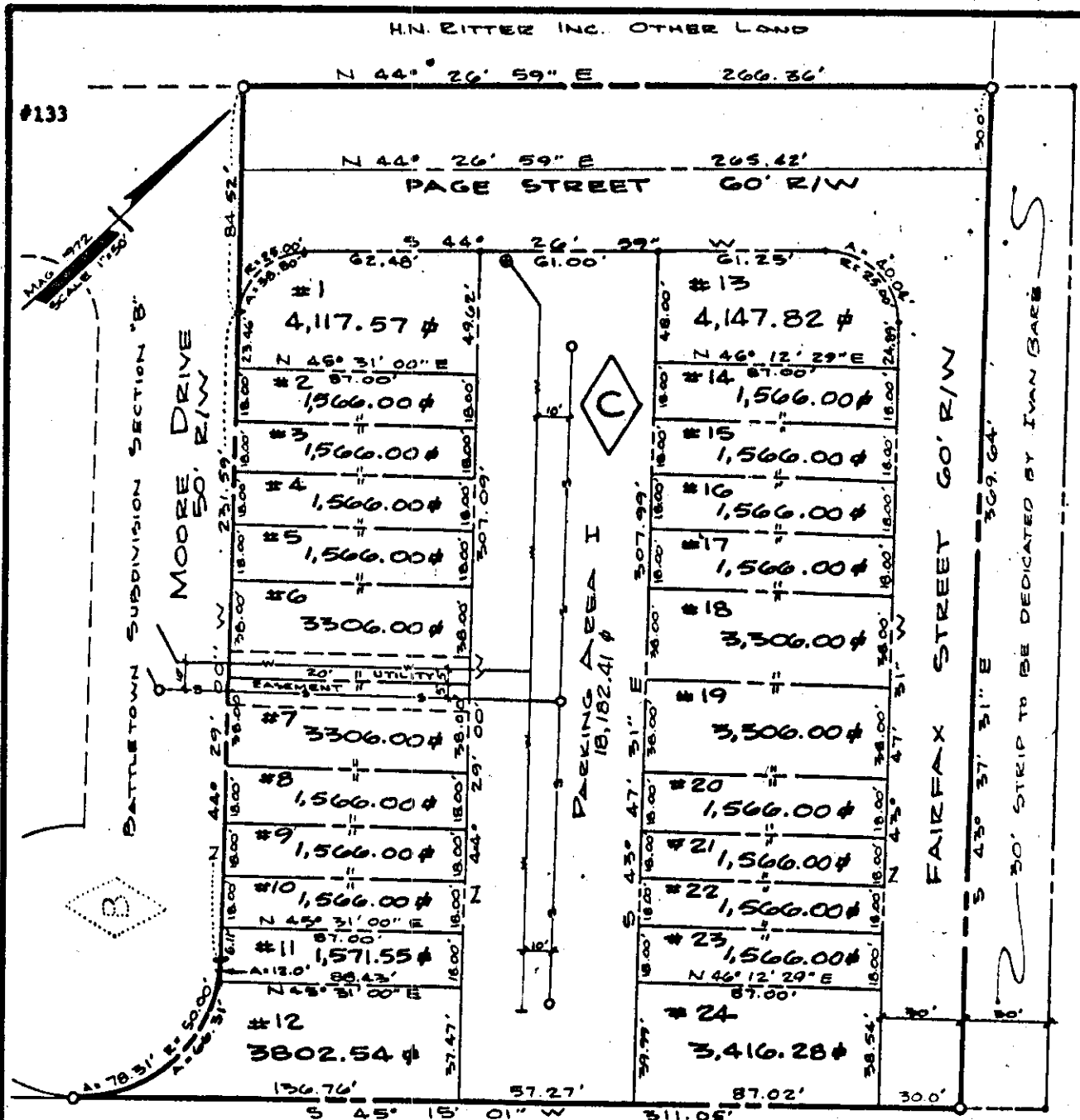
TRICO ASSOCIATES INC.
 WINCHESTER, VIRGINIA

"BATTLETOWN SUBDIVISION"
 SECTION "B" BERRYVILLE, VA.

Clarke Co., SCT.
 This instrument of writing was produced to me on
 the 8 day of August, 1973
 at 10:30 A. M. and with certificate of
 acknowledgment thereto attached was
 admitted to record.
 Testor: *John P. ...* Clerk

Mailed: 3/18/75.
To: H. N. Ritter, Inc.
Berryville, Va.

319



LEGEND

--- SERVICE MAIN

--- WATER MAIN

BERRYVILLE BASKET CO. LAND

TOTAL AREA SHOWN ON THIS PLAT IS 77,653.26 # OR 2.2419 AC. INCLUDING ROADS AS SHOWN.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT, THAT IT IS A RESUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND DESCRIBED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN D.B. 37, PAGE 166. SAID PORTION OF LAND WAS CONVEYED TO H.N. RITTER, INC. BY DEED DATED APRIL 30 1973 AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VA.

CERTIFIED CORRECT *Thomas C. Hlava* DATE: JULY 17, 1974

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.

DATE: 12/6/74 *H.N. Ritter, Inc.*

DATE: 12/6/74 ATTEST: *Dorothy L. Thompson*

BERRYVILLE PLANNING COMMISSION APPROVED FOR TOWNHOUSE DEVELOPEMENT AS SHOWN.

March 4, 1975

E. T. Maguider
CHAIRMAN PRO TEM.

BATTLETOWN SUBDIVISION
SECTION "C"
BERRYVILLE, VIRGINIA

TRICO ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
417 West Broad St. Falls Church, Virginia 22046
Route 3 Box 269 Winchester, Virginia 22601

COMMONWEALTH OF VIRGINIA

CLERK OF THE CIRCUIT COURT

date surveyed: JULY 17, 1974

Thomas C. Hlava
certified correct

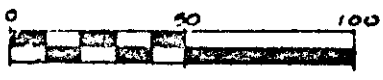
Clarke Co., SCT. Certificate of Acknowledgement

This instrument of writing was produced to me on the 6 day of March, 1975 at 12:45 P.M. and with certificate of acknowledgment thereto attached was admitted to record.

Test: *Thomas C. Hlava* Clerk

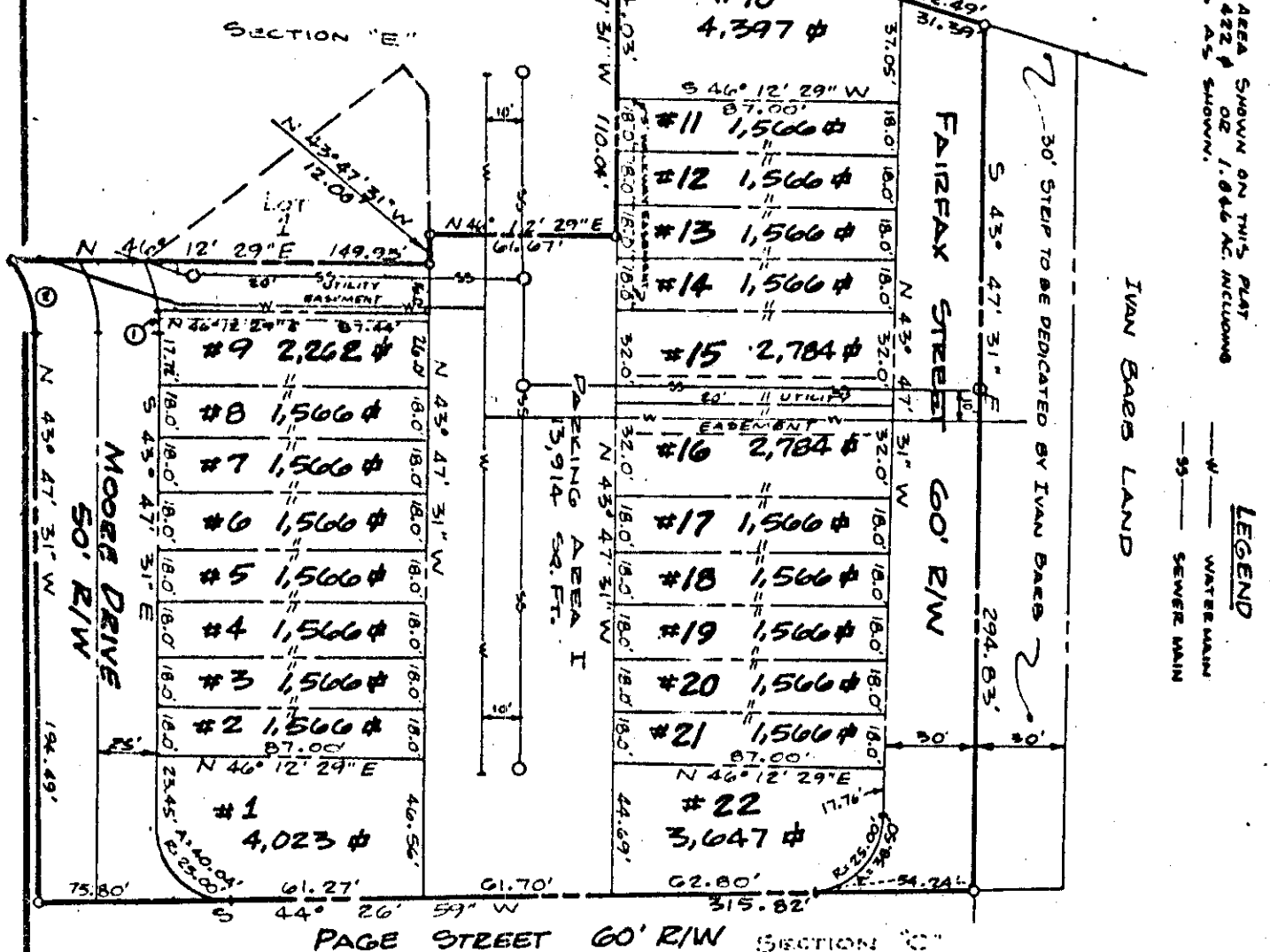
0113
0395
Record: 9/24/75

N. Ritter, Inc., Berryville, Va. 113 - 395
#628



395
22

CURVE DATA			
#	DELTA	RADIUS	ARC
1	05°59'32"	79.29'	0.30'
2	04°00'49"	29.29'	20.63'



TOTAL AREA SHOWN ON THIS PLAT IS 80,422 ± SQ. FT. OR 1.846 AC. INCLUDING ROADS AS SHOWN.

LEGEND
 --- WATER MAIN
 --- SEWER MAIN

PAGE STREET 60' R/W SECTION "C"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; THAT IT IS A RESUBDIVISION OF A PORTION OF A LARGER TRACT OF LAND DESCRIBED IN A PLAT OF THE A. MOORE, JR. ESTATE RECORDED IN DEED BOOK 37 PAGE 106. SAID PORTION OF LAND WAS CONVEYED TO H.N. RITTER, INC. BY DEED DATED APRIL 30, 1973 AND RECORDED IN THE LAND RECORDS OF CLARKE COUNTY, VA.

CERTIFIED CORRECT BY: [Signature] DATE: JUNE 6, 1975

OWNERS CERTIFICATE

THE ABOVE AND FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.

DATE: 7-1-75
 H.N. RITTER, INC. - A VA. CORPORATION
 DATE: 7-1-75 ATTEST: [Signature]

BERRYVILLE PLANNING COMMISSION APPROVED FOR TOWNHOUSE DEVELOPMENT AS SHOWN

7-7-75 [Signature]
 CHAIRMAN

BATTLE TOWN SUBDIVISION SECTION "D" BERRYVILLE, VIRGINIA

TRICO ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

7115 Leesburg Pike
 Falls Church, Virginia 22043

Route 3 Box 269
 Winchester, Virginia 22601



State of Virginia
 County of Clarke:

Certificate of Acknowledgement
 My Commission expires 8/1/78
 Virginia K. Racer

This day personally appeared before me, Virginia K. Racer, a Notary Public of and for the county and state aforesaid, Fred L. Spencer, Jr., whose name is signed to the foregoing writing, and acknowledged the same before me in my said county and state.

Given under my hand this 21st day of August, 1975. Virginia K. Racer
 Notary Public.

date surveyed: JUNE 6, 1975

Clarke Co., SCT.
 This instrument of writing was produced to me on the 21 day of August, 1975 at 3:15 P.M. and with certificate of acknowledgment thereto attached was admitted to record.

Test: [Signature] Clerk