

ARTICLES OF INCORPORATION

OF

BATTLEFIELD GREEN COMMUNITY ASSOCIATION, INC.

The undersigned, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

ARTICLE I

The name of the corporation is Battlefield Green Community Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 4719 Nine Mile Road, Richmond, VA 23223

ARTICLE III

Richard S. Rothenberg, a member of the Virginia State Bar, whose address is 3412 Cutshaw Avenue, Richmond, Virginia 23230, which address is situated in the City of Richmond, Virginia, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Area within that certain tract of property more particularly described on Schedule A attached to and made a part of the Declaration of Covenants, Conditions and Restrictions filed in conjunction herewith. The Association is

further formed to promote the health, safety and welfare of the residents within the above described property and any additions thereto is made hereafter to be brought within the jurisdiction of the Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Circuit Court Clerk, Hanover County, Virginia and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) the Association acting through the Board of Directors, shall have the power to adopt, amend, and repeal any rules and regulations governing the use and upkeep of lots as well as the Common Area and Common Properties, restricted and general.

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

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 assessment 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Declarant shall be a member of the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. 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 equal the total votes outstanding in the Class B membership; or

(b) on June 1, 1993.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

Vincent G. Robinson	119 Longstreet Ave., Highland Springs, VA 23075
James R. Durette	4 Osborne Pike, Richmond, VA 23231
Michael V. Robinson	805 Wales Drive, Highland Springs, VA 230

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, the said grant,

conveyance or assignment shall only be effected with the approval of the Board of Supervisors of the County of Hanover.

In the event the Association or any approved successor thereof which is established to own and maintain common space or facilities shall at any time after the establishment of the initial or future staged development fail to maintain the common space or facilities, in reasonable order and condition in accordance with the approved subdivision plan, the Board of Supervisors of the County of Hanover may serve notice in writing upon such organization or upon the Owner setting forth the manner in which the organization has failed to maintain the common space or facilities in reasonable condition, and said notice shall contain a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a public hearing thereon which shall be held within twenty (20) days of the notice. At such hearing the Board of Supervisors may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall have been corrected not within thirty (30) days or any extension thereof, the Board of Supervisors in order to preserve the taxable values of the properties within the development and to prevent the common space or facilities from becoming a public nuisance, may enter upon said common space or facilities and maintain them for one (1) year. Said entry and maintenance shall not vest in the public any rights to use the common space or facilities except when the right to such use is voluntarily dedicated to the public by the owners. Before the expiration of said one-year period, the Board of Supervisors shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the common open space, call a public hearing

upon notice in writing to such organization or to the residents of such development. At the hearing the organization shall show cause why such maintenance by the County shall not, at the election of the Board of Supervisors continue for a succeeding one-year period. If the Board of Supervisors determines that such organization is ready and able to maintain the common space and facilities in reasonable condition, the County shall cease to maintain the common space and facilities at the end of said one-year period. If the Board of Supervisors shall determine that such organization is not ready and able to maintain the common facilities in a reasonable condition, the County shall continue to maintain the common facilities during the next succeeding year, and subject to a similar hearing and determination in each year thereafter. Cost of such maintenance by the County shall be assessed pursuant to Article IV of the Declaration.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the votes of the membership of both classes of members. Notwithstanding anything set forth to the contrary herein, until Certificates of Occupancy have been issued on 75 percent of the lots regarding Schedule A attached hereto or regarding the real property which will be the subject of any contemplated future stage of development, the Declarant, without the consent of any other lot owner or member of the Association, shall have the sole right to amend these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, I, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation this 1st day of September, 1983.

Jerry D. Park

Virginia, Hanover County, to-wit
In the Clerk's Office of the County and State aforesaid the 7
day of September, 1983, at 2:05 o'clock P.M., the foregoing
writing was presented and admitted to record, together with the annexed certificate
of acknowledgment and recorded in Deed Book No. 535 page 492
Teste: R. L. Shelton Clerk

Deed # 3397
Org. Returned: Grantor _____ Grantee _____
Others Three Sixty Partnership
RICHARD L. SHELTON, CLERK

BOOK 535 PAGE 499

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, I, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation this 1st day of September, 1983.

Jerry S. Pass

