

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Three-Sixty Limited Partnership, a Virginia limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Hanover, State of Virginia, which is more particularly described on Schedule A attached hereto and made a part hereof.

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 Battlefield Green Community Association, Inc., a Virginia nonprofit corporation, its successors and assigns.

Section 2. "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 3. "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 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be conveyed to the Association at the time of the first conveyance of any lot to any lot owner who lives on lot premises, except the Common Area set forth in Section 9 herein. Additional land within the area described in Deed Book \_\_\_\_\_ Page \_\_\_\_\_ of the land records of the Clerk's Office of the Circuit Court of the County of Hanover, Virginia may be annexed by the Declarant without the consent of members within 10 years of the date of this instrument provided that the appropriate authorities determine that the annexation is in accordance with the general plan heretofore proved by them. It is expressly understood that the Declarant in recording the plat of Battlefield Green Subdivision has designated certain areas of land for parks, playgrounds, playfields, other amenities and other recreational facilities of any nature and community meeting facilities serving the properties intended for use by the homeowners in Battlefield Green.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Battlefield Green as more fully provided in this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land for residential use shown upon any recorded subdivision map of the properties with the exception of the common area, restricted or general.

Section 6. "Declarant" shall mean and refer to Three-Sixty Limited Partnership, a Virginia limited partnership, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, conditions and restrictions applicable to the properties recorded or to be recorded in the Office of the Circuit Court Clerk, Hanover County, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "common properties". The term "common properties" shall also include any personal property acquired by the Association of said property as designated a "common property". All common properties are to be devoted to and intended for the common use and enjoyment of the owners, residents and their guests subject to the fee schedules in operating rules adopted by the Association and further subject to any leases by the Association. Common properties shall not include those tracts of land falling within the definition of "restricted common properties" set forth below.

Section 10. "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated as "restricted common properties". All restricted common properties are to be devoted to and intended for the common use and enjoyment of qualifying members of the Association and guests accompanying such members.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be

appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Board of Directors of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Board of Directors of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Board of Directors 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 of the Board of Directors. Any such dedication or transfer shall be subject to the acceptance of such dedication or transfer by any such public agency, or utility, or authority.

Section 2. Delegation of Use. Any owner 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.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 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 IV

##### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner who lives on the premises of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, 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 established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, 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 for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Board of Directors shall be permitted to establish reserves for capital improvements.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Common Properties, including restricted Common Properties, and of the homes situated upon the Properties.

Section 3. Assessments for Maintenance by County. If County exercises its rights of maintenance of the Common Area, the County shall have sole authority to set the annual and special assessments without the consent of the Declarant or any lot owner. This provision may not be modified, amended, or deleted without the approval of the Board of Supervisors of the County.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and no/100- DOLLARS (\$120.00 ) per Lot.

(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 or decreased each year solely by vote of the Board of Directors of the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, acting solely by vote of its Board of Directors 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 6. 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. Notwithstanding any other provision of this Declaration or any provision of the Articles of Incorporation or By-Laws of the Association, the Declarant shall not pay any annual or special assessments regarding any lots for which a Certificate of Occupancy has not been issued.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The first 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 thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear

interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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. Staged Developments. It is expressly understood that every Owner herein shall be required to join and be a member of the Association and thus bound by all rules and regulations of the Association as well as all covenants, conditions and restrictions of this Declaration. However, as it is contemplated that additional land may be developed in stage developments and therefore additional land may be conveyed unto the Association as Common Areas and Common Properties, restricted and general, the Association is required to maintain this additional Common Area. If upon the additional land there is erected townhouse, or garden home (patio or zero lot line), the owners of such townhouse or garden home (patio or zero lot line) properties shall be required to join and become a member of, and thus subjected to all covenants, conditions and restrictions of an additional association to be formed incident thereto. The latter association shall provide exterior maintenance upon each lot which is subject to assessment thereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts,



exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repairs is caused through the willful or negligent act of the Owner, his family or guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

Each wall which is built as part of the original construction of the homes upon the properties and placed on the divided line between the Lots shall constitute a party wall and the general rules of law regarding party walls and liability for damage due to negligent or intentional acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who make use of the wall in proportion to such use. If the party walls are 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 such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation surrounding structures and topography by the Board of

Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) 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 recorded. Notwithstanding anything set forth to the contrary herein until Certificates of Occupancy have been issued on

seventy-five percent (75%) 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 this Declaration with consent of the Board of Supervisors. However, no consent of the Board of Supervisors is required if an amendment is required by rules and/or regulations of any entity that purchases or insures payment of loans made by any institutional lender.

Section 4. Annexation. Notwithstanding the provisions of Section 3 of this Article, Declarant reserves the right to add additional land as contemplated in Section 10 of Article 4 hereinabove and to amend Schedules "A" and/or "B" accordingly, without the consent of any other owner.

#### ARTICLE VII

#### SUPPLEMENTAL DECLARATION

Attached hereto is a Declaration of Restrictions marked "Exhibit B", the provisions of which are incorporated herein and the provisions of which shall be amended as provided herein.

Attached hereto is the Second Supplemental Declaration marked "Exhibit C", the provisions of which are incorporated herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of September, 1983.

THREE-SIXTY LIMITED PARTNERSHIP

By: Vincent G. Robinson

By: James R. Burnett

Legal Description  
194.9 Acres in 4 Parcels on  
North line of U.S. Highway 360  
at Route 615

SCHEDULE "A"

BEGINNING at a point on the north right of way line of U.S. Rt. 36 said point being 0.5<sup>±</sup> miles from the west right of way line of Rt. 615. Thence S75°31'30"W, 476.56' to a point; thence along a curve radius 2963.79', 1261.89' to a point; thence N59°10'W, 255.81' to a point; thence N30°33'30"E, 68.15' to a point; thence N20°11'30"W, 1680<sup>±</sup>' to a point in the centerline of a creek; thence along the creek centerline 2110<sup>±</sup>' to a point; thence N68°28'E, 1475<sup>±</sup>' to a point; thence N68°02'E 1338.73' to a point; thence S1°08'50"W 885.98' to a point; thence N77°28'E, 810.21' to a point on the west right of way line of Rt. 615, thence along the west right of way line S2°19'34"W, 336.61' to a point; thence along a curve radius of 21964.48', 600.37' to a point; thence S0°45'36"W, 159.19' to a point; thence along a curve, radius of 6067.32', 216.01' to a point; thence leaving said right of way line, N84°02'45"W, 253.73' to a point; thence S15°15'15"W 475<sup>±</sup>' to a point in the centerline of a pond; thence along the centerline of the pond 1150<sup>±</sup>' to a point; thence N3°23'30"E, 445<sup>±</sup>' to a point; thence N79°17'W, 186.87' to a point; thence N44°55'W 480.42' to a point; thence N30°47'W, 255.57° to a point; thence S62°25'50"W, 460<sup>±</sup>' to a point in the centerline of a creek; thence along the creek centerline 300<sup>±</sup>' to a point; thence S88°45'W, 115<sup>±</sup>' to a point; thence S1°15'E, 1885.75' to a point; said point being the point of beginning. The above described parcel contains 194.9 acres in 4 parcels, as shown on plat by Bremner, Youngblood & King, Inc. entitled 194.9 acres in 4 Parcels on North Line of U.S. Highway 360 at Route 615, dated April 1, 1983.

DECLARATION OF RESTRICTIONS

WHEREAS, Three Sixty Limited Partnership, a limited partnership existing under the laws of the Commonwealth of Virginia, hereinafter referred to as the "Company" or the "Declarant" is the owner of certain lands located in Hanover County, Virginia, known as Battlefield Green; and

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Battlefield Green.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these covenants. However, certain standards are embodied in the "Conditional Use For A Planned Development for Battlefield Green" adopted by the Hanover County Board of Supervisors. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective

standards and guidelines which shall be in addition to and more restrictive than said Conditional Use.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Battlefield Green until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide (subject to the provisions of the Zoning Ordinance of the County of Hanover, Virginia) the precise site and location of any building or structure or structures on any property in Battlefield Green

for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purpose, and such location complies with the Zoning Ordinance of the County of Hanover, Virginia, the Company shall approve automatically such location for a residence or group of residential units.

3. Each property owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

4. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrictive size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Company.

5. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

6. Topographic and vegetation characteristics of properties within Battlefield Green shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Company.

7. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

#### ADDITIONAL RESTRICTIONS AFFECTING COMMON AREAS

8. It is the intent of the Company to maintain and enhance (or to convey subject to restrictions to the Association) certain areas which the Company designates as "Common Areas" on plats filed for record in the office of the Clerk of Circuit Court of Hanover County, Virginia, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Battlefield Green Master Plan for development.

9. An easement in Common Areas is hereby granted to the owners of properties in Battlefield Green, tenants and their guests which easement shall entitle such owners, tenants and their guests to enjoy the Common Areas subject to the rules and regulations of the Company or the Association.

10. Land designated as "Common Areas" may be employed in the construction, maintenance and enjoyment of the following facilities, subject to the Conditional



Use for the Planned Development approved by the Hanover County Board of Supervisors.

- (a) Social, recreational and community buildings.
- (b) Other recreational facilities.
- (c) Indoor and outdoor recreational establishments.

11. All expenses incurred in the protection, maintenance and enhancement of "Common Areas" shall be paid equally by the owners who are entitled to an easement of enjoyment over such areas.

12. Upon receipt of the written request of seventy-five (75%) percent of owners having an easement of enjoyment over a Common Area, the Company may permit the construction, maintenance and operation of indoor and/or outdoor recreation facilities upon such Common Areas. The cost of such construction, maintenance and operation shall be at the sole cost of the owners entitled to such easement of enjoyment.

13. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Common Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Common Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

14. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right to go on, over and under the ground to erect, maintain and use electric, Community Antenna

Television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Common Areas. Such rights may be exercised by a licensee or assignee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility service.

15. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

16. The granting of the easement in Common Areas in this part in no way grants to the public or to the owners of any land outside Battlefield Green the right to enter such open space without the express permission of the Company.

17. The Company further reserves the right to convey "Common Areas" to the Association. Such conveyance shall be made subject to the provisions of this declaration. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto.

18. It is expressly understood and agreed that the granting of the easements set out herein in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

19. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

20. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions, to enter upon such

property where such violation exists and summarily abate or remove the same at the expense of the owner. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

21. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

22. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

Dated this                      day of                      , 1983.

THREE SIXTY LIMITED PARTNERSHIP

By: Vincent R. Polunin (SEAL)  
General Partner

By: James R. Dunn (SEAL)  
General Partner

STATE OF VIRGINIA)  
County of Henrico } to-wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day  
of September, 1983, by Vincent G. Robinson & James R. Durrette,  
General Partner, Three Sixty Limited Partnership.

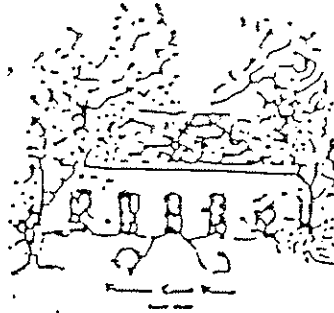
*V. Michael V. Robinson*  
Notary Public

My commission expires: May 18, 1986

ARTICLE VIII  
SECOND SUPPLEMENTAL DECLARATION

Attached hereto is a letter dated February 28, 1983 from John H. Hodges, Director of Planning, to Declarant and entitled "Approval of Battlefield Green, Section A, and Battlefield Green (PUD) Site Plan Review (SPR-8-83)", marked Exhibit B", the provisions and conditions of which are incorporated herein. Such provisions and conditions of which may only be amended with the approval of the Board of Supervisors of Hanover County.

BOARD OF SUPERVISORS  
WILLIAM C. FRASIER, CHAIRMAN  
SOUTH ANNA DISTRICT  
JOSEPH H. NORMAN, JR.  
MECHANICVILLE DISTRICT  
TERRY L. COOK  
COLD HARBOR DISTRICT  
A. PAGE NUCKOLS  
BEAVERDAM DISTRICT



BOARD OF SUPERVISORS  
JERRY F. OWEN  
CHICAHOMINE DISTRICT  
NINA K. PEACE  
ASHLAND DISTRICT  
E. C. WOODS, JR.  
HENRY DISTRICT  
PETER L. TRIBLE  
COUNTY ATTORNEY

HANOVER COUNTY  
HANOVER, VIRGINIA 23069-0219

ALLAN T. WILLIAMS  
COUNTY ADMINISTRATOR

February 28, 1983

Mr. Vincent Robinson  
360 Limited Partnership  
4719 Nine Mile Road  
Richmond, Virginia 23223

RE: Approval of Battlefield Green, Section A & Battlefield  
Green (PUD) Site Plan Review (SPR-B-83)

Dear Mr. Robinson:

At its meeting of February 23, 1983, the Hanover County Board of Supervisors on a motion by Mr. Frasier, seconded by Mr. Owen, voted to grant conditional approval to the above captioned subdivision and site plan review, subject to the following listed conditions:

1. The preliminary site plans as represented by proffer number nine, Development Controls, 360 Limited Partnership submitted by the applicant, November 3, 1982, the "Typical Residential Unit Layout, Battlefield Green" dated, December, 1982 and the "Typical Design Character Battlefield Green Planned Unit Development" dated, December, 1982 be accepted for meeting the initial requirements of Article 5, Section 9.6 and that final site plans be submitted in accordance with conditions 1-15 outlined in the staff report of January 26, 1983 for approval by the Planning Commission and the Board of Supervisors;
2. That conditional approval of Section A Battlefield Green Subdivision as shown in the plans designated "Tentative Section A, Battlefield Green Planned Unit Development", "Erosion Control Plan", and "Preliminary Utility and Drainage Plan" (all dated, December, 1982) be granted subject to the conditions 1-27 outlined in the staff report of January 26, 1983;

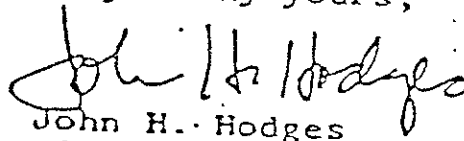
Mr. Vincent Robinson  
Page #2  
February 28, 1983

3. That the County Attorney be authorized to draft the necessary contractual agreements required to implement the specific conditions indicated under the January 26, 1983 staff report on Article 5, Section 9.10-4 (i) for completion prior to final approval of the site plan and subdivision.
4. That the understandings established in the staff memorandum of February 3, 1983, between representatives of the County and the applicant in a meeting of January 31, 1983 are incorporated by reference. For clarification it was agreed that #2 should be changed to add "no more than one" R-4 Cluster/Townhouse unit would be built in conjunction with a R-2/R-3 Single Family Residence. This would limit the number of R-4 units but allow R-2 or R-3 units to be built independent of the R-4 development.

Final approval of your requested subdivision shall be subject to the conditions listed. Also you should be advised that approval by the Board of the preliminary plat does not constitute a guarantee of approval of the final plat. You shall have not more than one (1) year after approval of the preliminary plat to file a final plat with this office. Failure to do so shall make the preliminary approval null and void. The Board may on written request by the subdivider, grant an extension of this time limit.

Should you require additional information, please do not hesitate to contact me or Roy W. Crawford, Senior Current Planner.

Very truly yours,



John H. Hodges  
Director of Planning

JHH:bc

cc: Mr. William Frazier  
Mr. James B. Brannan  
Mr. York L. Phillips  
Mr. Vince G. Robinson  
Mr. J. P. Jones, Jr.  
Mr. James C. Park  
Mr. Roy Crawford  
Mr. J. L. Simon  
Mr. Reed R. Barrows  
Mr. John W. Fairburn  
Mr. George R. Mulligan  
Mr. A. T. Hove, Jr.  
Mr. Terry L. Cook

Mr. Jerry P. Owen  
Mr. John T. Cochran  
Mr. J. Keith Thompson  
Mr. James R. Durette  
Mr. Randy D. Guill  
Mr. Allan T. Williams  
Mr. Richard N. Britton  
Mr. James T. Bruce  
Mr. Russ Chandler  
Mr. Peter L. Tribble  
Mr. P. Frank Dunbar, Jr.  
Mr. Colin Williamson  
Mr. F. C. C. H.





## MEMORANDUM

SUBJECT: Report on Special Meeting on Battlefield Green Subdivision and Site Plan

TO: Hanover County Planning Commission  
Hanover County Board of Supervisors

FROM: John H. Hodges, Director of Planning *JHH*

DATE: February 3, 1983

COPIES: R. H. Youngblood, Bremner, Youngblood & King, Inc.  
Jim Durette, 360 Limited Partnership  
Vince Robinson, 360 Limited Partnership  
Randy Guill, County Engineer  
Roy Crawford, Senior Current Planner  
James T. Bruce, Director of Public Utilities  
Allan T. Williams, County Administrator  
Peter L. Tribble, County Attorney  
Richard Britton, VDH&T  
York L. Phillips, Special Projects Manager

At the request of the Henry and Cold Harbor District Planning Commissioners, a special meeting was held Monday, January 31, 1983 at 7:30 p.m. in the County Administrator's Conference Room. Those attending the meeting representing the applicant included Vince Robinson, Jim Durette and Richard Youngblood. Planning Commission and Board members in attendance included Mr. Cook, Mr. Williams and Mr. Brannan. Staff representatives included Randy Guill, Roy Crawford and myself.

A summary of questions raised is as follows:

1. The County Engineer questioned the adequacy of maintenance of private roads in the townhouse development. The applicants indicated this would be covered by a Homeowners Association. Private roads were necessary due to arrangement of off street parking which would not be allowed for a public road.
2. Vince Robinson questioned whether the interpretations that building one detached residence in conjunction with one attached residence would allow for constructing one detached cluster home with one attached townhouse. The Planning Director indicated it was his interpretation that the schedule was one residence in the R-4 Cluster/Townhouse District in conjunction with one residence in the R-2/R-3 Single Family Districts in order to keep the overall density below four dwelling units per acre at all times.

3. Richard Youngblood indicated that the construction of the public road would be bonded for complete construction but actually built in stages consistent with the number of dwellings approved for construction. Representatives of the County indicated approval of this concept.
4. The Planning Staff indicated concern with solid waste management system in the Townhouse development. The applicant indicated that no dumpsters would be used. There would be arrangements made for individual trash pickups through contracted services in the Homeowners Association Agreement.
5. County representatives expressed concern with the possibility of blocks of townhouses/cluster homes being rented prior to sale. The applicants indicated they would agree to a provision in the contract with the County not allowing the rental of a residence by the owner of an adjacent lot.
6. The County Engineer indicated concern that stormwater runoff on the site after development should not exceed runoff prior to development. The applicants indicated they would provide a stormwater retention plan that would accomplish this.
7. The applicants questioned whether the County required that floor plans of each building would be required. The County staff indicated that typical building type floor plans would be required, not each individual building or interior modification.
8. The applicants questioned the need for sidewalks along the street in the single family detached and cluster home development. The County representatives indicated that a system of pedestrian accessways linking the cluster and detached single family residences with the recreation area and shopping center/commercial areas would meet requirements.
9. The applicants questioned the recreation area requirement in the staff report per 150 dwellings. It was agreed by the staff that this criteria was not meant to create separate recreation areas but to trigger the need for construction of certain recreation improvements after 150 dwellings were provided in the development. It was agreed by the applicant that they would prepare a plan for one

Report on Special Meeting on Battlefield Green  
Subdivision and Site Plan  
Page 3  
February 3, 1983

recreation area serving the complete planned unit  
development.

These understandings should be reviewed and approved by the  
Planning Commission and the Board of Supervisors in their review  
setting condition...for approval.

/brs



## MEMORANDUM

SUBJECT: Battlefield Green - Site Plan Review and Conditional Approval

TO: Hanover County Planning Commission  
Hanover County Board of Supervisors

FROM: John H. Hodges, Director of Planning *JH*

DATE: January 26, 1983

COPIES: Applicant  
John Cochran  
A. T. Hove, Jr.  
York L. Phillips  
J. Keith Thompson  
Vince Robinson  
Jim Durette  
J. P. Jones, Jr.  
Randy D. Guill  
James C. Park  
Allan T. Williams  
Roy Crawford  
Richard N. Britton  
J. L. Simon  
J. T. Bruce  
R. R. Barrows  
Russ Chandler  
John Fairburn  
Peter L. Tribble  
George Mulligan  
Frank Dunbar

### Background

The property being considered by this proposal was rezoned by the Board of Supervisors on December 22, 1982 (C-13-82 (C)) as indicated above. The proposal that is presently being considered by the County is for preliminary approval of site plans on the entire project to include typical layout of dwelling units on lots as well as typical character of proposed residences and office buildings. The County is also being asked to give tentative subdivision approval to Section A of the development. This section includes two (2) commercial blocks, one (1) block of townhouses for sale consisting of 42 units, one (1) block of cluster homes consisting of 40 units, and one (1) block of single family detached units consisting of 41 units.

The purpose of this report is threefold. First the County will review the site plan. Secondly, the report will deal with Conditional Approval of Section A and lastly, the report will analyze the items contained in Title I, Article 5, Section 9, specifically

EXHIBIT A

PARCEL I:

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in Henry District, Hanover County, Virginia, shown as 37.2 acres, more or less, on a plat made by Bremner, Youngblood and King, Inc., Consulting Engineers, dated January 29, 1979, a copy which is recorded with the deed recorded in Deed Book 491, page 95 for the metes and bounds description of said lot.

LESS AND EXCEPT all of lots (except Lots 9 and 15 of Block A), Common Area and roads in Section B-1 of Battlefield Green subdivision, containing 14.42 acres, as shown on plat of "Battlefield Green, Section B-1", made by Youngblood, Tyler and Associates, dated July 25, 1984, recorded November 21, 1984 in Subdivision Plat Book 5, page 228.

LESS AND EXCEPT all the lots (except Lots 33, 34, 35 and 36 of Block B and Lots 6 and 7 of Block M), Common Area and roads in Section B-2 of Battlefield Green subdivision, containing 6.21 acres, as shown on plat of "Battlefield Green, Section B-2", made by Holly and Spain Ltd., P.C., dated July 24, 1987, recorded August 3, 1987 in Subdivision Plat Book 6, page 44.

BEING a portion of the same real estate conveyed to Three Sixty Limited Partnership, a Virginia limited partnership by deed from John W. Barden, Jr. and Christine B. Barden, husband and wife, dated March 3, 1981, recorded March 6, 1981, in the Clerk's Office, Circuit Court, County of Hanover, Virginia, in Deed Book 491, page 95. :

PARCEL II:

ALL that tract or parcel of land in Henry Magisterial District, Hanover County, Virginia near Crow's Store on the Tappahannock Highway, U.S. Route 360 containing thirty-five and six tenths (35.6) acres, more or less, and shown as Parcel Three (3) on a plat prepared by W.W. LaPrade and Bros., Civil Engineers, Richmond, Virginia, dated November 25, 1947, and duly recorded in the Clerk's Office of Hanover County Circuit Court with a deed to James T. Duggan on June 22, 1948, said tract fronting two hundred thirty-nine and twenty-three one-hundredths (239.23) feet on said highway.

LESS AND EXCEPT a parcel or strip of land, containing 0.14 acres conveyed to Commonwealth of Virginia, by deed from James T. Duggan and wife, dated March 3, 1953, and recorded in Deed Book 150, page 238. (A plat of the tract is recorded among the aforesaid county land records in Plat Book 17, page 21, and a plat of the strip conveyed therefrom to Commonwealth of Virginia is recorded in State Highway Plat Book 2, page 65.

LESS AND EXCEPT that portion of the property comprising a portion of the lots, Common Area and roads in Section A-2 of Battlefield Green subdivision, containing 3.00 acres, as shown on plat of "Battlefield Green, Section A-2", made by Youngblood, Tyler and Associates, dated August 22, 1983, recorded September 7, 1983 in Subdivision Plat Book 5, page 172.

LESS AND EXCEPT that portion of the property comprising a portion of the lots, Common Area and roads in Section A-4 of Battlefield Green subdivision, containing 10.74 acres, as shown on plat of "Battlefield Green, Section A-4", made by Holly and Spain Ltd., P.C., dated October 2, 1985, recorded October 30, 1985 in Subdivision Plat Book 5, page 228.

LESS AND EXCEPT that portion of the property conveyed to Battlefield Green Office Park, Inc., a Virginia corporation by deed dated January 7, 1986, recorded January 28, 1986 in the aforesaid Clerk's Office in Deed Book 610, page 563.

BEING a portion of the same real estate conveyed to Three Sixty Limited Partnership, a Virginia limited partnership by deed from Eugene L. Campbell and Charlotte C. Campbell, husband and wife, dated March 24, 1981, recorded March 27, 1981, in the Clerk's Office, Circuit Court, County of Hanover, Virginia, in Deed Book 491, page 775.

PARCEL III:

ALL those certain lots, pieces or parcels of land with improvements thereon and appurtenances thereto, belonging, lying and being north of U.S. Route 360, Hanover County, Virginia, totaling approximately 73.8 acres and shown as Parcels A, B, D and E on a plat of survey made by Holly and Spain, Professional Land Surveyors, dated January 31, 1979, a copy of which is attached to a deed recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia in Deed Book 468, page 90 at page 93, to

which plat reference is hereby made for the metes and bounds description of the aforesaid parcels.

LESS AND EXCEPT all the lots, Common Area and roads in Section A-1 of Battlefield Green subdivision, containing 23.3 acres, as shown on plat of "Battlefield Green, Section A-1", made by Youngblood, Tyler and Associates, dated August 19, 1983, recorded September 7, 1983 in Subdivision Plat Book 5, page 171.

LESS AND EXCEPT that portion of the property comprising a portion of the lots, Common Area and roads in Section A-2 of Battlefield Green subdivision, containing 4.56 acres, as shown on plat of "Battlefield Green, Section A-2", made by Youngblood, Tyler and Associates, dated August 22, 1983, recorded September 7, 1983 in Subdivision Plat Book 5, page 172.

LESS AND EXCEPT the Well Lot and 12' Ingress-Egress easement comprising Section A-3 of Battlefield Green subdivision, containing 0.46 acres, as shown on plat of "Battlefield Green, Section A-3 Well Lot", made by Youngblood, Tyler and Associates, dated March 6, 1984, recorded March 29, 1984 in Subdivision Plat Book 5, page 195.

LESS AND EXCEPT that portion of the property comprising a portion of the lots, Common Area and roads in Section A-4 of Battlefield Green subdivision, containing 0.26 acres, as shown on plat of "Battlefield Green, Section A-4", made by Holly and Spain Ltd., P.C., dated October 2, 1985, recorded October 30, 1985 in Subdivision Plat Book 5, page 228.



LESS AND EXCEPT all the lots, Well Lot, Recreation Area, Common Area (except the Recreation Area containing 2.175 acres) and roads in Section A-5 of Battlefield Green subdivision containing 8.424 acres, as shown on plat of "Battlefield Green, Section A-5", made by Youngblood, Tyler and Associates, dated August 2, 1984, recorded August 17, 1984 in Subdivision Plat Book 5, page 214.

LESS AND EXCEPT all the lots (except lots 1, 3, 4, 5, 6, 7, 8, 14, 15, 19, 20, 23, 24, 28, 30, 32, 33, 34, 35 and 36 of Block A), Common Area, and roads in Section A-6 of Battlefield Green subdivision, containing 12.27 acres, as shown on plat of "Battlefield Green, Section A-6", made by Holly and Spain Ltd., P.C., dated December 31, 1985, recorded April 10, 1986 in Subdivision Plat Book 5, page 312.

LESS AND EXCEPT that portion of the property conveyed to Battlefield Green Office Park, Inc., a Virginia corporation by deed dated January 7, 1986, recorded January 28, 1986 in the aforesaid Clerk's Office in Deed Book 610, page 563.

LESS AND EXCEPT that portion of the property conveyed to Farm Fresh, Inc., a Virginia corporation containing 18.88 acres, by deed dated November 3, 1986, recorded November 6, 1986 in the aforesaid Clerk's Office in Deed Book 643, page 112.

LESS AND EXCEPT that portion of the property comprising the cemetery as shown on plat by Bremner, Youngblood and King, Inc., dated April 1, 1983, entitled, "194.9 Acres, More or Less, in 4

Parcels on N/L U.S. Highway 360 at Route 615", a copy of which is recorded with the Deed of Trust recorded in Deed Book 532, page 288, and as further shown on plat of "Battlefield Green, Section A-5", made by Youngblood, Tyler and Associates, dated August 2, 1984, recorded August 17, 1984 in Subdivision Plat Book 5, page 214.

BEING a portion of the same real estate conveyed to Three Sixty Limited Partnership, a Virginia limited partnership by deed from Alvin Q. Jarrett and Frances A. Jarrett, husband and wife, dated January 31, 1981, recorded July 20, 1983, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 532, page 286.

PARCEL IV:

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in Hanover County, Virginia, containing 48.7 acres, more or less, all as shown on that certain plat made by Bremner, Youngblood and King, Inc., Consulting Engineers, dated January 21, 1982, a copy of which is recorded with the Deed recorded in Deed Book 530, page 415, reference to which is hereby made for the metes and bounds description of said lot.

BEING the same real estate conveyed to 360 Limited Partnership, a Virginia limited partnership by deed from Norcarva Contractors, Inc., a Virginia corporation, dated December 3, 1982, and recorded June 21, 1983, in the Clerk's Office, Circuit Court, County of Hanover, Virginia, in Deed Book 530, page 415.

TOGETHER WITH an easement and right to go on, over and under the "Common Areas" as defined in Article 8 of Exhibit B of that certain Declaration of Covenants, Conditions and restrictions recorded in the aforesaid Clerk's Office in Deed Book 535, Page 500, to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public convenience or utilities.

Virginia, Hanover County, to-wit  
In the Clerk's Office of the County and State aforesaid the 9  
Day of Aug 19 89 at 8:57 o'clock A.M. the foregoing  
writing was presented and admitted to record, together with the annexed certificate  
of acknowledgment and recorded in Deed Book No. 781 page 136  
Teste L. A. Shepherd Clerk

BOOK 781 PAGE 136

AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
TO SECTION B-5, BATTLEFIELD GREEN

This Amendment is made this 15th day of December, 1992, by Battlefield Green Associates, L.P., a Virginia Limited Partnership (successor in interest to Three Sixty Limited Partnership), hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, on the 7th day of September, 1983, the Declarant filed for record a Declaration of Covenants, Conditions and Restrictions applicable to property in Battlefield Green which is recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia, in Deed Book 535, Page 500 and said Declaration was amended in Deed Book 546, Page 73; and

WHEREAS, the Declarant desires to make certain amendments to the Declaration as provided for in Article IV, Section 3 thereof.

NOW THEREFORE, the Declarant does hereby amend the Declaration of Covenants, Conditions and Restrictions and Amendment thereto filed by Declarant by adding the following addition to the Declaration of Restrictions which shall apply only to Section B-5 of Battlefield Green:

23.

ARCHITECTURAL REQUIREMENTS  
FOR SECTION B-5

- A. Homes to consist of a minimum of 1600 square feet of finished floor area excluding garages, porches and basements.
- B. Visible portions of all sides of all exterior foundations to be brick.
- C. Exterior walkways to be concrete and/or exposed aggregate.

BOOK 954 PAGE 233

Deed # 16457  
Org. Returned: Grantor \_\_\_\_\_ Grantee \_\_\_\_\_  
Others: *Ayers & Stolte*  
RICHARD L. SHELTON, CLERK *(Signature)*

LAW OFFICES  
AYERS & STOLTE, P.C.  
HAMILTON PROFESSIONAL  
BUILDING  
710 N. HAMILTON STREET  
RICHMOND, VIRGINIA  
(804) 351-4731

D. Front stoops and steps to be brick except treated wood permitted as part of a covered porch. Covered porches and/or stoops visible from the street shall have closed painted or stained risers. Railings and posts to be painted or stained.

E. Exterior siding material to be 8" - 9" beaded painted hardboard, brick, or 8" - 9" beaded vinyl, or cedar siding stained or natural.

BATTLEFIELD GREEN ASSOCIATES, L.P.

By *Pace M. Fonville*  
Pace M. Fonville, Vice President  
Bowers, Nelms & Fonville, Inc.,  
the Corporate General Partner

STATE OF VIRGINIA  
City of Richmond, to-wit:

The foregoing Amendment of Declaration of Covenants, Conditions and Restrictions to Section B-5, Battlefield Green, was acknowledged before me this 15th day of December, 1992, by Pace M. Fonville, Vice President, Bowers, Nelms & Fonville, Inc.

My commissions expires: 11/30/96

*Lathrop L. Jones*  
NOTARY PUBLIC



in the County of Henrico, to-wit:  
in the Clerk's Office of the County and State aforesaid the 16  
day of Dec, 1992, at 1:08 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. 95-4 page 233  
Witness R. L. Stiller

BOOK 954 PAGE 234

Section 9.10, Review Standards and the report required therein.

The Site Plan

The preliminary site plan was proffered as a general guide to development when the property was rezoned (entitled proffer #9, Development Controls, 360 Limited Partnership). It shows a general road network, floodplains, maximum densities, zoning district boundaries, and as attachments to it typical character and layout of units and lots.

It should be noted that as sections of the development are recorded detailed site plans must be provided for those sections prior to building permits being issued. These detailed plans will be recorded along with the subdivision plats for that section.

There are three (3) major concerns dealing with the preliminary site plan. First, on the typical lot layout sheet there is a note that those lots within 300 feet of common open space will have a minimum lot area of 7,000 square feet. Section 9.9 of the Zoning Ordinance specifies that no single family detached lot will have an area less than 8,000 square feet. This will need to be corrected on the final plans.

Secondly, one of the biggest concerns dealing with aesthetics will be the collection of solid waste. While this is generally not a problem in single family detached areas, the situation could become a problem in the other areas (especially commercial). It is recommended that detailed plans be approved by the County Engineer before final plats are recorded.

Finally, an appropriate traffic pattern is necessary. It is understood that the roads in the townhouse development will be private. This should be made clear in the deed restrictions and homeowners association agreements. It should be pointed out that while proposed road networks are shown on the site plan these may not be the permanent locations. This will be discussed further with the subdivision review.

It is recommended that the preliminary overall site plan be approved and that tentative approval of Section A site plan be approved subject to the following conditions/comments:

1. The correct zoning be shown;
2. On the final recordation site plan a minimum of 24 parking spaces be provided for each townhouse unit;

3. Any signs that are anticipated should be properly located and details of such shown;
4. The designation SPR-8-83 be added to the title block;
5. Detailed construction plans for waters, sewer, drainage, road, utilities, etc. be approved prior to submittal of recordation of final site plan;
6. Elevations, floor plans, etc. be submitted for all dwelling types prior to submittal of final recordation site plan;
7. The approximate location and sizes of sanitary and storm sewers, water mains, culverts, and other underground structures, existing and planned, in or near the project.
8. The general location and character of construction of proposed streets, alleys, driveways, curb cuts, entrances and exits, loading areas, (including numbers of parking and loading spaces), outdoor lighting systems, storm drainage and sanitary facilities.
9. The general location of proposed lots, setback lines, and easements and proposed reservations for parks, parkways, playgrounds, school sites, and open spaces.
10. Location with respect to each other and to lot lines and approximate height of all proposed buildings and structures, accessory and main or major excavations. The locations should be drawn to scale but full dimensioning is not required on the preliminary plan.
11. General location, height, and material of all fences, walls screen planting, and landscaping.
12. Proposed location and character of non-residential uses, commercial or industrial uses, accessory or main. In particular the location, character and extent of proposed recreation facilities and amenities should be shown.
13. A tabulation of total number of acres in the project, gross or net as required in the district regulations, and the percentage thereof proposed to be devoted to the several dwelling types, commercial uses, other non-residential uses, off-street parking, streets, parks, schools, and other reservations.
14. A tabulation of the total number of dwelling units of various types in the project and the overall project

density in dwelling units per acre, gross or net as required by district regulations.

15. Final site plans must provide for adequate solid waste handling as approved by the County Engineer. All receptacles for solid waste must be adequately screened.

#### The Subdivision

As indicated earlier, this development will occur in sections over a period of approximately five (5) years. The heaviest impact on County services will be on schools, police/fire, roads, utilities, and open space.

The school situation will be discussed in detail later in the report but the ultimate development will contribute an additional 280 children to the system.

While this office has received no specific comments from either the Sheriff's Office or the Fire Department, it is quite obvious that a development of this size will create a need for more services from each of these departments. As this area continues to grow towards the Route 643 intersection, the Fire Department should consider upgrading the capacity of the East Hanover Fire Station.

The transportation network in this area, particularly in this development, is critical to the ultimate development. As mentioned earlier, Section 5-35 of the Title II Subdivision Ordinance allows for private streets "where at no time in the future such streets will carry through traffic". The developers have indicated on their typical layout sheets that in the cluster and detached development the streets will be dedicated and that in the townhouse development the drives and parking areas will be in common ownership. A note to this effect must be on the recordation plat as well as the deeds to the townhouses. The Homeowners Association must be established to maintain the drives/parking.

It is imperative that caution be undertaken to provide access to adjacent properties so as to facilitate traffic flow in the entire area. Applicants have proposed stub streets to provide access to most areas to the north. These will allow for the extension of Midnight Drive from Raven Run Subdivision through undeveloped property, to tie in with the major collector road in Battlefield Green. The two (2) major areas of concern deal with access to the Franklin property and to the Moore property adjacent to Block D of Section A. Access to both of these properties should be provided in the first schematic drawing. For an overall view, see the attached



The residential portion of this development will ultimately generate approximately 5750 vehicle trips per day - 2150 single family detached and 3600 attached. The office uses (B-1) will generate an additional 12 trips per 1,000 square feet gross floor area while the remaining retail area (B-2) will generate 40-95 trips per 1,000 square feet gross leasable area. No exact figures are available on the commercial traffic, however, some of this load will be reduced by providing internal pedestrian access ways.

Pedestrian access ways are required by Title II, Section 5-5-8. The developer has provided for such in the townhouse development but not elsewhere. These should be provided, outside of dedicated rights-of-way and maintained by the Homeowner's Association. They should also be designed so as to provide circulation to the shopping areas as well as open space/recreation.

Title II, Section 5-8, Hanover County Subdivision Ordinance specifies that based on a projected population of approximately 1700 people a total area of 5.95+ acres be devoted to open space/recreation use. A recent publication by the Urban Land Institute (Residential Development Handbook) indicates that for a development of this size the developer should provide a recreation building, two (2) tennis courts, a pool, and a tot lot for each 150 units. At least one (1) clubhouse, one (1) swimming pool, and two (2) tennis courts should be provided with Section A. Development plan for such must be approved by the Hanover County Department of Recreation and the Planning Office and provided with Section A.

The developer will be required to provide water and sewer at his expense and dedicated such to the County. These plans must be approved by the appropriate County and State agencies.

It is recommended that Section A be granted conditional approval subject to the following conditions:

1. All requirements of the Hanover County Subdivision Ordinance must be complied with prior to submission of the recordation plat.
2. All requirements of the Hanover County Zoning Ordinance must be complied with prior to submission of the recordation plat.
3. All requirements of the Hanover County Health Department must be complied with prior to submission of the recordation plat.

Hanover County Planning Commission  
Hanover County Board of Supervisors

#6

January 26, 1983

4. All requirements of the Hanover County Engineer must be complied with prior to submission of the recordation plat.
5. All requirements of the Department of Public Utilities must be complied with prior to submission of the recordation plat.
6. All requirements of the Virginia Department of Highways and Transportation must be complied with prior to submission of the recordation plat.
7. Water and sanitary sewer plans must be approved prior to submission of the recordation plat.
8. A system of easements satisfactory to accommodate all utilities, including water, sewerage, power, telephone lines, as well as the interior and outfall drainage system shall be prepared and approved in writing by the appropriate utility and/or governmental authority prior to the recordation of the final plat.
9. Approved surety bond is to be posted with the County in an amount sufficient to cover the cost of construction of the improvements required under the terms of the Subdivision Ordinance.
10. Copies of the restrictive covenants, buyers affidavit, and homeowner's association must be approved by the County Attorney and the Planning Office prior to submittal of the recordation plat.
11. All floodplains must be shown on the recordation plat. No significant floodplain areas should be in lots. All such areas should be in common areas under control of Homeowner's Association.
12. All improvements required for U. S. Route 360 must be provided with Section A. and properly bonded.
13. All utilities shall be placed underground.
14. Fire hydrants must be installed as required in Section 5-5-5 and approved by the Hanover County Fire Department prior to submission of the recordation plat.

AMENDMENT BY PARTIAL RESTATEMENT OF DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS IN BATTLEFIELD  
GREEN

THIS AMENDMENT BY PARTIAL RESTATEMENT made this 13<sup>th</sup> day of January, 1987, by Three Sixty Limited Partnership, a Virginia limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, on the 7<sup>th</sup> day of September, 1983, the Declarant filed for record a Declaration of Covenants, Conditions and Restrictions applicable to property in Battlefield Green which is recorded in the Clerk's Office of the Circuit Court of the County of Hanover, Virginia in Deed Book 535, Page 500.

WHEREAS, the Declarant desires to make certain amendments to the Declaration as provided for in Article VI, Section 3 thereof.

NOW THEREFORE, the Declarant does hereby amend and partially restate the Declaration filed by the Declarant regarding the following sections of the Declaration: Article I, Section 4, and Article IV, Section 10, by deleting these sections and inserting in lieu thereof the following restated sections.

ARTICLE I, SECTION 4

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be conveyed to the Association at the time of the first conveyance of any lot to any lot owner who lives on lot premises, except the Common Area set forth in Section 9 herein. It is expressly understood that the Declarant in recording the plat of Battlefield Green Subdivision has designated certain areas of land for parks, playgrounds, playfields, other amenities and other recreational facilities of any nature and community meeting facilities serving the properties intended for use by the homeowners in Battlefield Green.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Battlefield Green as more fully provided in this Declaration.

ARTICLE IV, SECTION 10

Additional Association. It is expressly understood that every Owner herein shall be required to join and be a member of the Association and thus bound by all rules and regulations of the Association as well as all covenants, conditions and restrictions of this Declaration. If upon the land there is erected attached single family residences, the owners of such residences shall be required to join and become a member of, and thus subjected to all covenants, conditions and restrictions of an additional association to be formed incident thereto. The latter association shall provide exterior maintenance upon each lot which is subject to assessment thereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

ARTICLE IV, SECTION 10 (continued)

In the event that the need for maintenance or repairs is caused through the willful or negligent act of the Owner, his family or guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

Each wall which is built as part of the original construction of the homes upon the properties and placed on the divided line between the lots shall constitute a party wall and the general rules of law regarding party walls and liability for damage due to negligent or intentional acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who make use of the wall in proportion to such use. If the party walls are 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 such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions.

The Board of Supervisors of Hanover County, as evidenced by its signatures hereto hereby consent to this amendment by partial restatement.

In all other respects the terms of the Declaration shall remain in full force and effect.

In witness whereof, the Declarant has hereunto set it's hand and seal this 17th day of January, 1984.

THREE SIXTY LIMITED PARTNERSHIP

By: Vincent G. Robinson  
C. G. Robinson  
Board of Supervisors  
Hanover County

STATE OF VIRGINIA

COUNTY OF Hanover

I, the undersigned, a Notary Public in and for the jurisdiction of the aforesaid do hereby certify that Vincent G. Robinson whose name as General Partner of the Three Sixty Limited Partnership is signed to the foregoing instrument bearing date on the 17th day of January 1984, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 17th day of January 1984

Evelyn P. Carneal  
Notary Public, State of Virginia  
My Commission Expires: Aug. 17, 1985

STATE OF VIRGINIA  
COUNTY OF HANOVER

I, the undersigned, a Notary Public in and for the jurisdiction  
of the aforesaid do hereby certify that E. C. C. Woods, Jr., whose name  
as Chairman for the Board of Supervisors of Hanover County  
is signed to the foregoing instrument bearing date on the Jan 17th day of  
January, 1984, have acknowledged the same before me in the jurisdiction  
aforesaid.

Given under my hand this 17th day of January 1984.

Evelyn P. Carmel  
Notary Public, State of Virginia

My Commission Expires: Aug. 17, 1985

Deed # 235

Org. Returned: Grantor \_\_\_\_\_ Grantee \_\_\_\_\_

Others: County of Hanover

RICHARD L. SHELTON, CLERK

Virginia, Hanover County, to-wit:  
In the Clerk's Office of the County and State aforesaid the 17th  
day of January 1984 at 12:45 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. 546 page 73  
Test: R. L. Shelton Clerk

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR PORTIONS  
OF BATTLEFIELD GREEN

THIS AMENDMENT is made as of the 5th day of June, 1989 by BOWERS, NELMS & FONVILLE, INC. and VINCENT G. ROBINSON (collectively, the "Declarant").

Recitals

On September 7, 1983, Three Sixty Limited Partnership, a Virginia limited partnership ("Three Sixty"), filed for record a Declaration of Covenants, Conditions and Restrictions applicable to property in Battlefield Green which is recorded in the Office of the Clerk of the Circuit Court of the County of Hanover, Virginia (the "Clerk's Office") in Deed Book 535, Page 500 (the "Original Restrictions"). On January 17, 1984, Three Sixty filed for record an Amendment By Partial Restatement of Declaration of Covenants, Conditions and Restrictions in Battlefield Green which amendment is of record in the Clerk's Office in Deed Book 546, Page 75. The Original Restrictions, as amended, are hereinafter referred to as the "Restrictions". Declarant is now the record owner of the remaining unsold land in Battlefield Green and files this Amendment to Declaration of Covenants, Conditions and Restrictions to impose on the land described in Exhibit A (the "Property") certain conditions required by the County of Hanover, Virginia (the "County").

BOOK 781 PAGE 137

Deed # 7762

Orig. Returned: Grantor \_\_\_\_\_ Grantee \_\_\_\_\_

Witness: Richard L. Shelton, Fleischer  
RICHARD L. SHELTON, CLERK Atty

Agreement

NOW, THEREFORE, the Declarant does hereby amend the Restrictions by adding a new Article VIII Drainage, as follows:

Article VIII Drainage.

Prior to construction of any improvement on the Property and issuance by the County of a building permit, each party proposing construction shall submit a grading plan (the "Grading Plan") to the County's Public Works Director for approval. With each application to the County's Building Official for a Certificate of Occupancy, there shall be submitted a certificate of a professional engineer that grading has been accomplished in accordance with the Grading Plan.


Except as modified hereby, the Restrictions are hereby ratified and confirmed and remain in full force and effect.

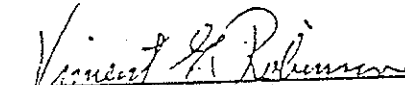
WITNESS the following signatures.

DECLARANT:

BOWERS, NELMS & FONVILLE, INC.,  
a Virginia corporation

By

  
Pace M. Fonville, Senior  
Vice President

  
Vincent G. Robinson

COMMONWEALTH OF VIRGINIA

AT LARGE *County of Henrico*

The foregoing instrument was acknowledged before me this  
19 day of ~~June~~ <sup>July</sup>, 1989, by Pace M. Fonville, Senior Vice Presi-  
dent of Bowers, Nelms & Fonville, Inc., a Virginia corporation,  
on behalf of said corporation.

My commission expires: *11/11/91*

*Molly Ann Chann*  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF VIRGINIA

AT LARGE *County of Henrico*

The foregoing instrument was acknowledged before me this  
19 day of ~~June~~ <sup>July</sup>, 1989, by Vincent G. Robinson.

My commission expires: *11/11/91*

*Molly Ann Chann*  
\_\_\_\_\_  
Notary Public