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**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
OF
BATTLEFIELD ESTATES, SECTION TWO**

THIS DECLARATION, made this 30th day of September, 1993, by **PIEDMONT ASSOCIATES, INC. OF NORTH CAROLINA**, the name for use in Virginia of Piedmont Associates, Inc., a North Carolina corporation, hereinafter referred to as Declarant,

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain real estate situate in Central District, Rockingham County, Virginia, containing 47.443 acres, which has been subdivided into lots as shown and designated on a plat entitled Battlefield Estates, Section Two, dated April 6, 1993, and revised September 21, 1993, by Copper & Associates, P.C.; and which said plat is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1232, Page 287 (Plat Cabinet A, Slat 149); and

WHEREAS, Declarant desires to subject the property shown on the plat described aforesaid to the covenants, restrictions, conditions, easements, and encumbrances hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, the said covenants, restrictions, conditions, easements, and encumbrances are for the purposes of enhancing and protecting the value, desirability, attractiveness, and

MSW:ijj
10/12/93

CLARK & BRADSHAW, P.C.
ATTORNEYS AT LAW
92 NORTH LIBERTY STREET
HARRISONBURG, VIRGINIA
22801

common scheme of development of Battlefield Estates, Section Two, as hereinafter provided. Said covenants, easements, and encumbrances shall be binding upon all parties and their heirs, successors in interest and assigns, having or acquiring any right, title or interest in or to the said property described by the said plat, or any part thereof, and shall inure to the benefit of each owner of each lot or parcel of land in Battlefield Estates, Section Two.

NOW, THEREFORE, Declarant declares, covenants, and agrees for itself, its successors in interest and assigns, that the portion of real property hereinabove described as Battlefield Estates, Section Two, is and shall be held, transferred, sold, conveyed and occupied by the purchasers of said lots or parcels of land, their heirs, personal representatives, successors in interest or title and assigns, subject to the covenants, restrictions, conditions, easements and encumbrances (sometimes hereinafter referred to as "covenants and restrictions"), as covenants running with said lots or parcels of land (hereinafter referred to as "Lots"), as hereinafter set forth as follows:

1. The property within Battlefield Estates, Section Two, shall be used only for single family residential purposes, and for no other purpose, excepting those portions of the property dedicated to public use.
2. No dwelling, building and/or structure (hereinafter collectively referred to as a "dwelling") shall be constructed, erected, altered, placed, or permitted to remain (hereinafter collectively referred to as "constructed") on any of said Lots other than one (1) single-family dwelling. No townhouse or duplex shall be constructed on any of the Lots. The owner shall have one year from issuance

of the building permit to have the dwelling constructed and a final certificate of occupancy issued. There is not permitted any mobile home, double-wide manufactured home, house trailer, or modular home.

3. The ground floor area of any single-family dwelling constructed on any of the said Lots, exclusive of porches and garages, shall not be less than 1,600 square feet for a one story single-family dwelling, and in the case of a multiple-level dwelling, not less than 1,000 square feet on the main floor and not less than 550 square feet on each additional floor.
4. No dwelling constructed on any of the said Lots shall have an exterior (inclusive of the foundation) of exposed cinder block.
5. No trailer, bus, commercial equipment, commercial vehicle (including, but not limited to, any tractor, trailer, or combination of tractor and trailer), or disabled or unlicensed vehicle, or any portion thereof may be parked within Battlefield Estates, Section Two, unless, in the case of commercial equipment or vehicle, it shall be temporarily situate herein for the purpose of performing necessary repairs. No stripped down or junk vehicles or any sizeable parts thereof shall be permitted to be parked on any street or any Lot.
6. No sign of any kind shall be displayed to public view on any of said Lots except one sign of not more than five (5) square feet advertising the Lots for sale or rent, excepting only signs used by either the Declarant, or by a builder, to advertise the Lots during construction and sale.

7. No fence, with the sole exception of a split rail fence, may be constructed in the front yard of any Lot.
8. No incinerators or other devices for the burning of trash shall be permitted on any tract designated herein.
9. No chain link fences or metal storage buildings may be constructed on any Lot.
10. No animals, except for domestic pets not bred for commercial purposes, shall be allowed.
11. All lots, whether occupied or unoccupied, and any improvements placed on the lots shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of broken windows, unattractive growth on such lot, or the accumulation of rubbish or debris.
12. Satellite television antennas, commonly known as "dishes" shall be permitted in back yards, but shall be screened by landscaping and shrubbery.
13. No dwelling shall be constructed on any of said Lots until two (2) sets of the construction plans and specifications and a plat showing the location of the proposed dwelling have been submitted in writing and approved by the Architectural Control Committee (hereinafter referred to as the "Committee") as to external design and materials, harmony of external design of the proposed dwelling (including, but not limited to, any fence or wall) with existing dwellings, and as to location on the lot of the proposed dwelling.

The Committee shall be composed of three (3) persons designated from time to time by the Declarant, or its successors in title and assigns. The Committee's approval or disapproval as herein required shall be in writing. In the event that the Committee fails to approve or disapprove the plans and specifications within thirty (30) days after they have been submitted to it, the plans and specifications shall be deemed to have been approved by the Committee. Declarant may amend this Paragraph 12 by adding additional sections as a part of Battlefield Estates by so stating such in the Restrictive Covenants of the additional sections. In that event the Lots of those sections shall be deemed to be Lots within the control and authority of the Committee with the Lots of the additional sections having the same voting rights so that there is one Committee as to all such Lots and sections so designated. Upon the sale of the last Lot in the Subdivision by the Declarant, or its successors in interest or title or assigns, the members of the Committee shall continue to serve until their replacement by an election of the record title owners of all of the lots in Battlefield Estates, Section One and Section Two, each Lot having one (1) vote. An election of the members of the Committee may be called by any single Lot owner by giving thirty (30) days written notice to all other Lot owners at the addresses then listed with the Commissioner of Revenue of the County of Rockingham, Virginia, (or other County officials having custody of the records of real property owners for tax purposes).

The Committee shall have full, absolute and complete discretion to approve or disapprove proposed dwellings on any of said Lots, and in the exercise of its discretion, the Committee shall not be bound to approve any proposed dwelling solely because such proposed dwelling complies with the other restrictions and covenants herein contained or are equal in cost or value to dwellings on other Lots; provided, however, the said Committee shall not be empowered to permit any use of any of said Lots in violation of Paragraphs (1) through (11) above. Section Two shall be included with Section One for the purposes of this Paragraph as permitted in the Restrictive Covenants of Section One.

14. In addition to those easements for utilities and maintenance of utilities shown on the aforesaid plat of Battlefield Estates, Section Two, Declarant expressly reserves for itself, its successors and assigns, an easement ten (10) feet wide for utility lines including, but not limited to, underground water and sewer pipes and mains and for electric power, cable TV, radio, and telephone lines, said ten (10) foot wide easement shall be along and adjacent to all rear, side, and front property lot lines of each Lot in the subdivision. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained by the owner of said Lot, except those easements for which a public

authority, utility company, or municipality is responsible. A release by Declarant, its successors or assigns, to any individual Lot owner of any easement so reserved shall operate as a complete release to each Lot owner and no other party shall be entitled to exert any claim or right to the use of such easement.

15. These covenants and restrictions shall run with the title to the above-described property and all Lots contained therein as covenants running with the land, and same shall be binding upon all parties owning said Lots and all persons claiming under them until January 1, 2013, at which time these covenants and restrictions shall automatically renew for successive five year terms.
16. The failure on the part of the Declarant to enforce any covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter for the same breach, or as to a breach occurring prior or subsequent thereto.
17. Enforcement of these covenants and restrictions shall be by proceedings at Law or in Equity against any person(s) violating or attempting to violate any covenant or restriction, to restrain said violations, or to also recover damages therefor.
18. The invalidation of any of the provisions of this instrument by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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IN WITNESS WHEREOF, PIEDMONT ASSOCIATES, INC. OF NORTH CAROLINA, a North Carolina corporation, has caused this instrument to be executed on its behalf by Steven F. Eller, its President

PIEDMONT ASSOCIATES, INC.,
a North Carolina corporation

BY: Steven F. Eller (SEAL)

Its: President

STATE OF North Carolina,
CITY/COUNTY OF Wilkes, to-wit:

The foregoing instrument was acknowledged before me by Steven F. Eller, President of PIEDMONT ASSOCIATES, INC., a North Carolina corporation, in the jurisdiction aforesaid this 4th day of October, 1993, on behalf of said corporation.

My commission expires: 10-30-96

Vanessa B. Church
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County the foregoing instrument was this day presented in the office aforesaid, and is together with the certificate of acknowledgment annexed, admitted to record the 12 day of October, 1993 at 9:15 A M. I certify that taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 17.00 TESTE

L. WAYNE HARPER
CLERK

and Book No. 8 1232 Page 288

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ROCKINGHAM COUNTY

COURT

CLARK & BRADSHAW, P.C.
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