

**BATH ALUM RIDGE**  
**LAND OWNERS ASSOCIATION**

**BATH ALUM RIDGE LAND OWNERS' ASSOCIATION**

**DECLARATION OF PROTECTIVE COVENANTS**

**AND PERPETUAL MEMBERSHIP FOR BATH ALUM RIDGE**

WHEREAS, the lot owners of Bath Alum Ridge in Bath County, Virginia, by at least 75% of the lot owners voting for this Declaration of Protective Covenants and Perpetual Membership for Bath Alum Ridge Land Owners' Association, Inc. desire to subject the Property to the terms and provisions of this Declaration and to hereby subject the Property to perpetual membership in the Bath Alum Ridge Land Owners' Association Inc. ("Association"); and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all lot owners hereby declare that all of the Property described in Bath Alum Ridge Subdivision shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributions, successors and assigns and to the benefit of the Association:

**AND PERPETUAL MEMBERSHIP FOR**

**BATH ALUM RIDGE SUBDIVISION**

**TABLE OF CONTENTS**

**SECTION-PAGE**

1. NAMES-3

2. DEFINITIONS-3

3. PROPERTY DESCRIPTION-4

4. EFFECTIVE DATE-4

5. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS -4

6. DUES AND ASSESSMENTS-5

7. MORTGAGEE'S RIGHTS-7

8. ASSOCIATION RIGHTS AND RESTRICTIONS-8

9. INSURANCE-9

10. REPAIRS AND RECONSTRUCTION-10

11. MEMBER RESPONSIBILITIES-11

12. SALE OF LOTS-12

13. MAINTENANCE-12

14. GENERAL PROVISIONS-13

15. EMINENT DOMAIN-14

16. EASEMENTS-14

17. AMENDMENT-16

18. SEVERABILITY-16

19. DURATION-16

-  
-  
-

1. NAME.

The name of the property is Bath Alum Ridge Subdivision, which property is a residential property owners' development that hereby submits to the Virginia Property Owners' Association Act.

2. DEFINITIONS.

Generally, terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act. Unless the context otherwise requires, certain terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as follows:

- a. Act means the Virginia Property Owners' Association Act.
- b. Additional Property means all those Lots defined as part of the "Property" under Paragraph 2(x) below and as shown on the Bath Alum Ridge Plats which are not subject to the terms of this Declaration, but which shall, upon execution of a Consent in accordance with the terms of this Declaration, become a portion of the Property.
- c. Area of Common Responsibility means the Common Property, together with any areas that become the Association's responsibility under this Declaration or by contract or agreement with any other Person. Public rights-of-way within or adjacent to the Property may be considered by the Board to be part of the Area of Common Responsibility.
- d. Association means Bath Alum Ridge Land Owners' Association, Inc., a Virginia nonprofit corporation, its successors or assigns.
- e. Association Legal Instruments means this Declaration and all exhibits hereto, including the Association's By-Laws, and the Plats, all as may be supplemented or amended.
- f. Board or Board of Directors means the elected body responsible for management and operation of the Association.
- g. By-Laws means the By-Laws the Association, Inc.
- h. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Property is subjected to the terms of this Declaration.
- i. Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Lots.
- j. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Property. The Association's Board of Directors may more specifically determine such standard.
- k. Effective Date means the date that this Declaration is recorded in the Bath County Court House.
- l. Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Paragraph 7(c) hereof.
- m. Lot means a portion of the Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the Plats for the Property, or amendments or supplements thereto.
- n. Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- o. Member means a Lot Owner whose Lot has been subjected to Membership in the Association by written Consent recorded in the Bath County Court House, as provided in Paragraph 5 hereof, and which Lot therefore is a portion of the Property. Members shall be entitled to the full use of all Common Property, may vote on all Association matters and may attend all community social functions, as more particularly provided in Paragraph 5.
- p. Member Lot means a Lot subjected to Membership in the Association.

- q. Membership means membership as a Member in the Association which is perpetual and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written Consent.
- r. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose. 4
- s. Mortgagee or Mortgage Holder means the holder of any Mortgage.
- t. Occupant means any Person occupying all or any portion of a dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- u. Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.
- v. Owner means the record titleholder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.
- w. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.
- x. Property means that real estate in the Bath Alum Ridge Subdivision, which is submitted, to the Act and the provisions of this Declaration by the Owner's execution of this Declaration or, after the recording of this Declaration, by the recording of a written Consent subsequent to the date of recording of this Declaration. The Property is a residential property owners' development, which hereby submits to the Virginia Property Owners' Association Act. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.
- y. Submitted Member shall mean all Lot Owners.
- z. Submitted Membership means membership as a Submitted Member in the Association which is perpetual and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written Consent, recorded in the Bath County Court House as provided herein.

### 3. PROPERTY DESCRIPTION.

The Property subject to this Declaration and the Act are lots numbered 1 (one) through 16 (sixteen) in the Bath Alum Ridge Subdivision in Bath County, Virginia. The Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein. For convenience, Exhibit "A" identifies those Lots, which have been subjected to this Declaration and to Membership.

Only the real property described in this Paragraph 3 is subject to this Declaration. However, by one or more Supplementary Declarations or by executing a written Consent, the Association and an Owner of a Lot in Bath Alum Ridge, may subject other real property to this Declaration.

### 4. EFFECTIVE DATE.

July 1, 2003

### 5. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Members. Each Person who is the record Owner of any Lot in Bath Alum Ridge shall be a Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote on all Association matters as set forth herein and in the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Membership Lot.

The foregoing definition of membership is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. A Member or the Member's

spouse may exercise any rights and privileges of membership, including the right to vote and to hold office, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Voting. All Members not subject to suspension as provided herein or in the By-Laws shall be entitled to one (1) equal vote for each Lot owned. Members shall be entitled to vote on any and all matters brought before a vote of the Association and may serve as members of the Association's Board of Directors. Outside Members shall not be entitled to vote on any matter nor shall they be entitled to serve on the Board.<sup>5</sup> When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

#### 6. DUES AND ASSESSMENTS.

(a) General. The Association shall have the power to levy dues or assessments upon all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Member Lot is hereby allocated equal liability as all other Member Lots.

#### (b) Annual Dues.

(i) Member Dues. The annual dues shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year. The budget and notice of dues shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual dues. The maximum annual dues for Members shall not exceed the amount established by the membership at the 2003 annual meeting for the first year after the recording of this Declaration, and shall not increase by more than five (5%) percent per year above the previous year's annual dues without the approval of a Majority of the eligible Members who are voting in person or by written proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Member transfers a Lot to any other Member, there shall be no refund of the annual dues and the purchaser and seller may allocate the annual dues among themselves in a manner which they shall determine.

If the Board proposes a budget with an annual dues more than five (5%) percent greater than the previous year's dues, and the Membership disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members and Associate Members in accordance with the procedure set forth here.

(c) Obligation for Dues. Creation of the Lien and Personal Obligation For Dues. Each Owner of a Member Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual dues or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such dues and assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Member

Lot and shall be a continuing lien upon the Lot against which such dues or assessment are made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time

when the dues or assessments fell due. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all dues and assessments and charges due and payable at the time of any conveyance. Dues and Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any special assessment for delinquent Owners upon ten (10) days written notice. 6

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for dues or assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any dues or assessments thereafter coming due or from the lien thereof. No Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(d) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members up to one hundred (\$100.00) dollars in any fiscal year. However, any special assessment(s) that will cause the total special assessment to exceed one hundred (\$100.00) dollars per Member Lot in any fiscal year must first be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(e) Budget. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The budget may reflect anticipated income to be received from Member assessments and shall be determined from the budget prepared by the Board. The budget shall become effective unless disapproved at a duly called Association annual meeting by a vote of a majority of the total Association Submitted Membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

(f) Delinquent Dues and Assessments. All dues and assessments and related charges not paid on or before the due date established by the Board shall be delinquent and the Member shall be in default.

(i) If the annual dues or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Member, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(ii) If dues, assessments, fines or other charges, or any part thereof, remain unpaid more than sixty (60) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Virginia law, including reasonable attorney's fees actually incurred, and to suspend the Owner's right to vote and the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not deny ingress or egress to or from the Lot).

(iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments. Late charges may be assessed on delinquencies, which are created by the application of current payments to outstanding delinquent assessments or charges.

(g) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(h) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including, but not limited to, reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

## 7. MORTGAGEE'S RIGHTS

(a) Mortgage Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Member Lots or the Owners of the Member Lots give their consent, the Association shall not:

- i) By act or omission seek to abandon or terminate the Property or the Association;
- ii) change the pro rata interest or obligations of any individual Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- iii) partition or subdivide any Lot;
- iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way or other easements shall not be deemed a transfer within the meaning of this provision); or
- v) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Bath County, Virginia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Member Lot. Where the Mortgagee holding a first Mortgage of record on a Member Lot or other purchaser of a Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common

Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Member Lot will be entitled to timely written notice of:



i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

8

ii) any delinquency in the payment of assessments or charges owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv) any proposed action, which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

## 8. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provisions of this Declaration, the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Members. (as provided herein and in Act) These powers, however, shall not limit any other legal means of enforcing the Declaration, By-Laws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Member shall be considered an assessment against such Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By-Laws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to close permanently or temporarily any portion of the Common Property with, except in emergency situations, thirty (30) days prior written notice to all Members and Associate Members; provided, however, the Members and Associate Members may re-open the closed Common Property by a majority vote of the total eligible Submitted Membership vote, cast at a duly called special or annual meeting;

(g) to represent the Association in dealing with governmental entities involving the Common Property;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property; and

(i) to establish guidelines for Outside Members, if in the Board's sole discretion such is desired.

## 9. INSURANCE.

(a) Hazard Insurance on Common Property and Lots. The Association's Board or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements on the Common Property. This insurance may include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts. The Association may, upon the affirmative vote of a Majority of the Members and Associate Members present or represented by proxy at a duly called meeting of the Association, but shall under no circumstances be obligated to, change the above stated Association insurance, to require each Owner to obtain and maintain blanket insurance for all improvements on Lots.

(b) Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain, if possible, a public liability policy applicable to the Common Property covering the Association and its Members or their respective tenants, servants, agents or guests for all damage or injury caused by the negligence of the Association or any of its Association Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Virginia

(ii) All policies on the Common Property shall be for the benefit of the Association and its Members and their respective tenants, servants, agents or guests. Any policies covering improvements on Lots shall be for the benefit of Lot Owners and their Mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(v) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Property is located.

(vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Members and their respective tenants, servants, agents, and guests;

(B) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(C) a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Members;

(D) a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager, if any, without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Member, or Mortgagee;

(E) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and

(F) that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty (30) days' prior written notice to the Association.

(e) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by a Member who is delinquent in the payment of assessments owed to the Association under Paragraph 6 hereof, then the Association may retain and apply such proceeds to the delinquency. The Association shall pay any surplus remaining after application of the proceeds to any delinquency to the affected Owner.

#### 10. REPAIRS AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless sixty-seven (67%) percent of the Members, including the Member(s) of any damaged Lot(s), vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of

a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Lot Owner with respect to the distribution of proceeds to any such Lot.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Members without the necessity of a vote of the Members or compliance with Paragraph 6(d) above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with

the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), Owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

(e) Encroachments. Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(f) Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Paragraph 11 of this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

#### 11. MEMBER RESPONSIBILITIES.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. Furthermore, each Member shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have

with regard to the Member's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or Occupants.

The Association expects that all Members, and their respective tenants, servants, agents or guests will comply with all laws of the State of Virginia and County of Bath at all times while on the Property. In the event that any Member or their respective tenants, servants, agents or guests violates any of the laws of the State of Virginia or the County of Bath while on the Property, the Association, while not obligated to enforce such provisions, may seek the prosecution of any such violation by contacting and assisting the appropriate governmental entity or by such other means as may be appropriate, as determined by the Board of Directors.

Each Member shall be responsible for complying with covenants and restrictions placed on the lots in the Bath Alum Ridge Subdivision as given in Exhibit "D".

#### 12. SALE OF LOTS.

A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of a contract for sale of the Lot. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within thirty (30) days after receiving title to a Lot, the purchaser of the Lot shall give the Board written notice of his or her ownership of the Lot. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity. 12

### 13. MAINTENANCE.

(a) Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association if the Board determines that such maintenance would benefit the Property.

(b) Owner's Responsibility. Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. In addition, each Owner shall maintain any public right of way located between the Owner's Lot and the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The

Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's

responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder. 13

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Lot, which shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments.

(d) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

#### 14. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors, which

would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors or committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

#### 15. EMINENT DOMAIN.

Whenever all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of

condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%)<sup>14</sup> percent of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore. The provisions of Paragraph 10, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

#### 16. EASEMENTS.

(a) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

(b) Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use

and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Property for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Property (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default there under shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Property.);

(iv) the right of the Association to grant permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

(c) Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

(d) Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board.

#### 17. AMENDMENT TO THE DECLARATION.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Members of the Association holding sixty-seven (67%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Bath County Court House.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Bath County Court House, then such amendment or document shall be presumed to be validly adopted.

#### 18. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

#### 19. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything to the contrary herein, neither: (1) the foreclosure of Mortgages on one or more Member Lots subsequent to the recording of this Declaration, nor (2) the execution of one or more Consents in a defective manner, nor (3) that, as a result of such foreclosure(s)



and/or defective executions, there are less than five Members at any time, shall affect the validity and enforceability of this Declaration as to all other Lots submitted hereto.

IN WITNESS WHEREOF, the undersigned officers of the Bath Alum Ridge Land Owners' Association, Inc., hereby certify that this Declaration was duly executed by the required number of Members and by the Board of Directors of the Association.

This day of, 2003.

BATH ALUM RIDGE LAND OWNERS

ASSOCIATION, INC.

By: [SEAL]

President

Attest: [SEAL]

Secretary

[CORPORATE SEAL]

Sworn to and subscribed to

before me this day of

, 2000.

Witness

Notary Public

[NOTARY SEAL]

- LIST OF EXHIBITS -

LIST OF SUBMITTED PROPERTY "A"

DESCRIPTION OF COMMON PROPERTY "B"

BY-LAWS OF BATH ALUM RIDGE LAND OWNERS' ASSOCIATION, INC. "C"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTONS "D"

ORIGINAL COVENANTS OF BATH ALUM RIDGE "E":

AMENDED COVENANTS OF BATH ALUM RIDGE "F"

MINUTES OF ASSOCIATION MEETINGS "G"

DOCUMENTATION FOR AMENDMENTS TO COVENANTS "H"

**EXHIBIT "A"**

**LIST OF SUBMITTED PROPERTY FOR**

**BATH ALUM RIDGE LANDOWNER'S ASSOCIATION**

**List of Submitted Property**

**Name, Address, Phone Number****Owner of Lot Number**

20

John and Jane Wright  
1450 Sunset Lane  
Waynesboro, VA 22980  
(540) 949-5345

#4

James and Diane Ailstock  
P.O. Box 1051  
Hot Springs, VA 24445  
(540) 996-4260

#9&amp;10

Dale and Annette Loan  
Rt. 1 152D  
Millboro, VA 24460  
(540) 996-4435

#12&amp;13

Sam and Laura Camp  
1428 Lee Lane  
Fincastle, VA 24090  
(540) 992-3486

#8

Jeff Haworth  
7910 Hill Stream Ct.  
(203) 451-7111

#15

XB Kelly Cox  
3825 Highland Oaks Drive  
Fairfax, VA 22033  
(703) 961-9360

#14

Don and Robin Hawks  
35 Meadow Lane  
Mt. Sydney, VA 24467  
(540) 248-0409

#6

Ben and Joletta Braddock  
4501 R Talcott Tarice  
Terre Haute, MD 21128  
(410) 812-2000 Cell

#11

Joan and Monroe Novell  
13213 Collingwood Terrace  
Silver Springs, MD 20904  
(301) 384-5507

#5&amp;7

Olivia and Randall Carpenter  
P.O. Box 995  
Hot Springs, VA 24445  
(504) 996-4007  
(304) 752-6798

#1,2,3&16  
Property for future development

**EXHIBIT "B"**

**LIST OF COMMON PROPERTY FOR**

**BATH ALUM RIDGE LANDOWNER'S ASSOCIATION**

## **Common Property**

“The Bath Alum Ridge road which is 50 feet wide and connects the member lots to 22 state road #609 is in reality owned by each member of the association. Ownership is determined by the amount of frontage of each member lot to the road and ownership extends to the middle of the road for each lot. In as much as each member has a right of way to this road, the association deems this road “common property” in the sense that the association will maintain, repair and provide any necessary enhancements to this road in accordance with the by-laws of the association.

In addition, a 50 feet wide right of way between lot #12 and lot #13 and then turning right at the NW border of lot 13 (Bearing of N 13 degrees-19 minutes -55 seconds E) and then turning left at the border of lot 15 (Bearing of N 38 degrees- 04 minutes -20 seconds W) to the extreme NW boundary line of Bath Alum ridge (Bearing of N 34 degrees- 56 minutes -30 seconds E) and following this line to the George Washington National Forest is deemed Common Property.”

**EXHIBIT "C"**  
**BYLAWS OF**  
**BATH ALUM RIDGE LAND OWNERS' ASSOCIATION**



**- TABLE OF CONTENTS -**

**SECTION-PAGE**

**I. GENERAL**

1. Applicability-27
2. Name-27
3. Definitions-27
4. Submitted Membership-27
5. Entity Submitted Members-27
6. Voting-27
7. Majority-28
8. Purpose-28

**II. MEETINGS OF MEMBERS**

1. Annual Meetings-28
2. Special Meetings-28
3. Notice of Meetings-28
4. Waiver of Notice-28
5. Quorum-29
6. Adjournment-29
7. Proxy-29
8. Consents-29
9. Order of Business-30

**III. BOARD OF DIRECTORS**

**A. Composition and Selection.**

1. Composition-30
2. Term of Office-30
3. Removal of Members of the Board of Directors-30

4. Vacancies-30
5. Quorum-30
6. Compensation-30
7. Director Conflicts of Interest-30
8. Nomination-31
9. Elections-31

B. Meetings.

10. Regular Meetings-31
11. Special Meetings-31
12. Waiver of Notice-31
13. Conduct of Meetings-31
14. Open Meetings-31
15. Action Without a Meeting-31

C. Powers and Duties.

16. Powers and Duties-32
17. Management Agent-33
18. Borrowing-33
19. Liability and Indemnification of Officers and Directors-33

IV. OFFICERS

1. Designation-33
2. Election of Officers-33
3. Vacancies-33
4. President-33
5. Vice President-34
6. Secretary-34

7. Treasurer-34

26

8. Other Officers-34

9. Agreements, Contracts, Deeds, Leases, Etc.-34

10. Checks-34

#### V. RULE MAKING AND ENFORCEMENT

1. Authority and Enforcement-34

2. Fining and Suspension Procedure-35

3. Additional Enforcement Rights-35

#### VI. MISCELLANEOUS

1. Notices-35

2. Severability-36

3. Captions-36

4. Gender and Grammar-36

5. Fiscal Year-36

6. Financial Review-36

7. Conflicts-36

8. Amendment-36

9. Books and Records-36

**BYLAWS****OF****BATH ALUM RIDGE LAND OWNERS' ASSOCIATION, INC.**

## Article I.

General

Section 1. Applicability. These Bylaws provide for the self-government of Bath Alum Ridge Land Owners' Association, Inc., in accordance with the Virginia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the Declaration of Protective Covenants and Permanent Membership for Bath Alum Ridge, recorded in the Bath County Court House ("Declaration").

Section 2. Name. The name of the corporation is Bath Alum Ridge Land Owners' Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Submitted Membership. An Owner of a Member Lot, which has been subjected to the provisions of the Declaration, shall automatically become a Submitted Member of the Association upon taking title to the Lot and shall remain a Submitted Member for the entire period of ownership. As may be more fully provided below, a spouse of a Submitted Member may exercise the powers and privileges of the Submitted Member. If title to a Lot is held by more than one (1) Person, the Submitted Membership shall be shared in the same proportion as the title, but there shall be only one (1) Submitted Membership and one (1) vote per Lot. Submitted Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Submitted Member's membership. Submitted Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 5. Entity Submitted Members. In the event a Submitted Member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Submitted Member, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Submitted Member Lot shall be entitled to one equally weighted vote, which vote may be cast by the Submitted Member, the Submitted Member's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Submitted Member Lot, the vote for such Submitted Member Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Submitted Member Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Submitted Member Lot. In the event of

disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Submitted Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Submitted Member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Submitted Member has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Submitted Member have been suspended, that Submitted Member shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration. The voting rights of Submitted Members are more fully set forth in Paragraph 5 of the Declaration.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Members or Associate Members, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act and the Declaration. Except as to those matters which the Declaration or the Act specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

## Article II.

### Meetings of Submitted Members

Section 1. Annual Meetings. The regular annual meeting of the Submitted Members shall be held during July of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Submitted Members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five (25%) percent of the Submitted Members. Any such written petition by the Submitted Members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Submitted Members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Submitted Member of record or to the Submitted Members' Lots a notice of each annual or special meeting of the Association at least fourteen (14) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Submitted Member wishes notice to be given at an address other than his or her Lot, the Submitted Member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Submitted Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a Submitted Member, whether in person or represented by proxy, shall be deemed waiver by such Submitted Member of notice of the time, date,

and place thereof unless such Submitted Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote. 29

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Submitted Members entitled to cast forty (40%) percent of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Submitted Members whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Submitted Members may be adjourned for periods not exceeding ten (10) days by vote of the Submitted Members holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business, which could be transacted properly at the original session of the meeting, may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any Submitted Member entitled to vote may do so by written proxy duly executed by the Submitted Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association Submitted Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Submitted Member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Submitted Members is approved by written consent hereunder, the Board shall issue written notice of such approval to all Submitted Members who did not sign written consents. Submitted Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association efforts shall be made to conduct such meetings under Roberts Rules of Order (latest edition), when such rules are not in conflict with the terms of the Declaration, these Bylaws or the Articles of Incorporation.

30

Article III.

#### Board of Directors

##### A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) nor more than seven (7) persons, in an odd number. The directors shall be Submitted Members or spouses of such Submitted Member; provided, however, no Submitted Member and his or her spouse or co-Owner may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those Submitted Members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. At the first election of directors after the Effective Date of these Bylaws, the terms of successor directors shall be staggered on a one (1) and two (2) year basis. Two (2) directors shall be elected for one (1) year, and three (3) to (5) directors, depending on the total number of directors, shall be elected for two (2) years. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until the Association shall have elected their respective successors.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Association Submitted Members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors at any Board meeting, provided a quorum is present. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Quorum. The presence, in person or by proxy at the beginning of any Board meeting, of fifty percent (50%) of directors shall constitute a quorum. Once a quorum is established for a Board meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished.

Section 6. Compensation. Directors shall not be compensated for services rendered in the performance of their duties as directors of the Association. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses.

Section 7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to

be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

31

Section 8. Nomination. A nominating committee may make nominations. Nomination for election to the Board may also be made from the floor at the meeting. No Submitted Member shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment.

Section 9. Elections. All Submitted Members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. That number of candidates receiving the most votes shall fill the directorships for which elections are held. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted).

#### B. Meetings.

Section 10. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every year. The newly elected Board shall meet within a reasonable amount of time not to exceed thirty (30) days after each annual Association meeting.

Section 11. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, by facsimile transmission, or by other electronic means which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 12. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 13. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 14. Open Meetings. All Board meetings shall be open to all Submitted Members, but Submitted Members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 15. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

#### C. Powers and Duties.



Section 16. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Submitted Members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation: <sup>32</sup>

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Submitted Member;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 2(c) of the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution, which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in the Act and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Submitted Members concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its Submitted Members and not directly chargeable to specific Submitted Members;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and
- (m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or

other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 17. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty<sup>33</sup>, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year.

Section 18. Borrowing. The Board shall have the power to borrow money for emergency purposes of maintenance, repair, restoration or improvement of the Area of Common Responsibility and facilities without the approval of the Submitted Members of the Association. If the total amount of such borrowing exceeds or would exceed five thousand (\$5,000.00) dollars outstanding debt at any one time, such borrowing must first be approved by Members holding a Majority of the total eligible Association vote. If a loan is obtained, a special Board meeting will be conducted to levy a special assessment to retire the loan as soon as possible.

Section 19. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Submitted Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Article IV.

#### Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. All officers shall be members of the Board of Directors and shall be elected by the Submitted Members at the annual meeting. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Submitted Members of the Association at the annual meeting of the Submitted Members and shall hold office until a successor is elected or a vacancy filled.

Section 3. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. President. The President shall at all membership meetings. He shall by virtue of his office be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent.

He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the organization. He shall have such powers as may be reasonably constructed as belonging to the chief executive of a corporation organized under the Virginia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Virginia law. <sup>34</sup>

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 8. Other Officers. The Board may create other offices, and the Board members, which hold such offices, shall have such titles and duties as are defined by the Board.

Section 9. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Section 10. Checks. All checks written by the association must be signed by any two officers.

Article V.

#### Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Submitted Members and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the Submitted Membership.

Every Submitted Member and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Submitted Members, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Submitted Member's Lot, and to suspend a Submitted Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Submitted Member and/or Occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if a Submitted Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(a) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. 35

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Member or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Member. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member. Additionally, the Association shall have the authority to record in the Bath County Court House a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

Article VI.

#### Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Submitted Member, at the address, which the Submitted Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Submitted Member;

(b) If to an Occupant, at the address of the Lot occupied; or

(c) If to the Association or the Board at such address as shall be designated in writing and filed with the Secretary.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

36

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. The results of the financial review will be distributed to all submitting members. However, after having received the Board's financial review at the annual meeting, the Submitted Members may, by a Majority of the Association vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Virginia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Act, the Virginia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Submitted Member of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Submitted Members holding sixty-seven (67%) percent of the total eligible votes of the Association. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and filed in the Bath County Court House. Any amendment covered by Paragraph 17 of the Declaration shall not be effective until the requirements of that Paragraph are met. Any amendment duly certified and recorded (containing any additional signatures required by the Declaration) shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Submitted Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

If legal action is not instituted to challenge the validity of an amendment within one (1) year of the recording of the amendment in the Bath County Court House, then such amendment shall be presumed to be validly adopted.

Section 9. Books and Records. To the extent provided in Act, all Association Members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the Member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

Notwithstanding anything to the contrary, the Board may limit or preclude Member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other Members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Bath Alum Ridge Land Owners' Association, Inc., a Virginia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the Submitted Members of the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of , 2000.

Bath Alum Ridge Land

Association, INC.

[Seal]

Secretary

[CORPORATE SEAL]

**EXHIBIT “D”**

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS FOR**

**BATH ALUM RIDGE LANDOWNER’S ASSOCIATION**

WHEREAS, on November 18, 1986, there was recorded in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 115, at page 46, the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration"), dated October 1, 1986, of the Bath Alum Ridge subdivision;

WHEREAS, pursuant to Paragraph 42 of said Declaration, the Declaration may be amended by written agreement, thereafter to be recorded, of the owners of not less than Seventy-Five per centum (75%) of the Lots of the said Bath Alum Ridge subdivision, with there being Sixteen (16) subdivision Lots;

WHEREAS, on or about June 24, 1999, an Amendment to the Declaration was recorded in the Bath County Clerk's Office in Deed Book 165, at page 30, with said Amendment reciting requisite approval but unsigned by all owners having purportedly approved same;

WHEREAS, the Lot owners denoted hereinafter desire not only to approve the aforesaid prior Amendment but also to further amend the Declaration.

NOW THEREFORE, this Amendment II to the Declaration of Covenants, Conditions and Restrictions, Bath Alum Ridge subdivision, made this \_\_\_\_\_ day of May 2003, by and between the hereinunder signed owners of not less than Seventy-Five per centum (75%) of the Lots of said subdivision, and said Declaration shall be amended, to-wit:

- A. That certain Amendment, dated June 23, 1999, of record in Bath County Deed Book 165, page 30, shall be, and hereby is, approved.
- B. That an annual assessment for road upkeep and maintenance shall be established pursuant to Paragraph 40 at the sum of One Hundred Eighty Dollars (\$180.00) per Lot per annum, due and payable on or before July 1,



2003, and each July 1<sup>st</sup> thereafter. Upon establishment of the Bath Alum Ridge Landowners Association, Inc. (“Association”), as set forth hereinafter, subsequent annual assessment rates shall be set by said Associations.

C. That by agreement and pursuant to Paragraph 40 of the Declaration that each Lot be assessed the additional sum, payable forthwith, of Seven Hundred Fifty Dollars (\$750.00) for immediate road upgrade and maintenance purposes, inclusive of, but not limited to, 10-12” inches of shale base, drainage ditches, culverts, and construction of a passing turnout, and for the costs of establishing the Association.

D. That there be established a homeowners association, to be denoted the “Bath Alum Ridge Landowners Association, Inc.,” (hereinafter “Association”), which said entity shall be incorporated as a Virginia Nonstock Corporation.

E. That the Association be established as follows:

E1. Jim Ailstock, Olivia Carpenter, and Annette Loan shall serve as the Incorporators of the Association;

E2. Jim Ailstock, Olivia Carpenter, and Annette Loan shall serve as the initial Directors until the Association’s organizational meeting;

E3. The Association shall also be invested with the enforcement authority set forth in Paragraph 38 of the Declaration;

E4. The Association shall collect the funds, make expenditures for, and be responsible for roadway maintenance provided for in Declaration Paragraph 40 and in this Amendment II;

E5. The owners of each Bath Alum Ridge subdivision Lot shall be an Association member;

E6. Association voting shall be by Lot ownership. Ownership of a Lot shall entitle its owner(s) to one (1) Vote in the Association.

F. Pursuant to Paragraph 41 of the Declaration, there was reserved to a 15.33 acre undeveloped parcel, titled to the then Declarant, the right to use all roads in the subdivision. By Deed, dated July 12, 2001, recorded in Bath County Deed Book 177, at page 422, that parcel, being the 13.79 acre residue thereof, was conveyed unto Randall P. Carpenter, Jr., and Olivia Carpenter, (herein "Carpenters"). Upon execution of this Amendment II by the said Carpenters in the capacity not only as a subdivision Lot owner but also as the owner of said 13.79 acre tract, the said 13.79 acre parcel shall not be deemed a Lot in the Bath Alum Ridge subdivision. Upon future development and the subdivision of the said 13.79 acre parcel, each lot subdivided therefrom and conveyed to a bona fide purchaser or third party grantee shall be deemed one (1) Lot in the Bath Alum Ridge subdivision and subject to the rights, duties, and obligations of the Declaration and Amendments thereto.

**EXHIBIT “E”**  
**ORIGINAL COVENANTS FOR**  
**BATH ALUM RIDGE LANDOWNER’S ASSOCIATION**

1. No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.
2. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot. No mobile homes or doublewides are permitted; however, modular homes meeting all other requirements and a minimum roof pitch of 6' in 12' are permitted.
3. Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.
4. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
5. All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on such any Lot.
6. No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.
7. No commercial signs shall be erected or maintained on any Lot.
8. No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.
9. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of dwelling, he must construct a screening fence to shield and hide the items from view.
10. All outdoor clothes poles, clothes lines, and similar equipment shall be so placed or screened as not to be visible from any road within the Subdivision.
11. Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the Subdivision. No satellite dish over 24" in diameter is permitted.
12. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. If the Owner does not do this, the Declarant at the Owner's expense will clean up the Lot.
13. No noxious, offensive, or illegal activities shall be carried on any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
14. Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

15. No trees measuring 4” or more in diameter when measuring 42” from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.
16. No radio station or short-wave operators of any kind shall operate from any Lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any Lot or residence that is situated on the ground, located on the front of a residence or located elsewhere on a residence without prior approval of seventy-five percent (75%) of the owners of each lot in the Subdivision.
17. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot.
18. Any boats, trailers, or other such camping and pleasure equipment shall be stored behind front line of dwelling, and screened from view of any road in the Subdivision.
19. Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.
20. In order to implement effective insect and woods fire control, the Declarants, for so long as they or either of them own one or more lots in the Subdivision, the right to enter upon any Lot on which a residence has not been constructed, such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarants detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing, or pruning, shall not be deemed a trespass. The Declarants and their agents may likewise enter upon such land to remove any trash, which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarants to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.
21. All additional electric, telephone, or other utility services shall be run below ground. No overhead lines shall be permitted for any purpose.
22. Only the following shall be used as roofing materials for structures on Lots: wood shakes or premium grade asphalt or fiberglass shingles.
23. No unfinished exposed concrete, cinder block or concrete masonry foundation shall extend above finish grade, except to comply with provisions of the applicable building code.
24. All driveways shall be designed to enhance the beauty of the Lot with minimum exposure of the house. The owner has six (6) months from the point of occupancy to comply.
25. All extensions of houses are to be primarily of natural materials and of such color as to blend with the natural surrounding. Only the following materials may be used in the exterior of the home or any accessory building: wood, wood siding, logs, stone, or brick.
26. Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain (Sikkens Cetol or equal). Solid wood plank exterior siding may be left natural and does not require staining.

27. Aluminum windows and doors may be used on structures, but they must be anodized colored bronze or black. Aluminum windows and doors used on structures shall not be painted nor left natural color. Steel windows and doors may be used on structures, but they must have a factory applied bronze or black enamel finish.
28. The primary exterior siding material used on the front elevation of the structure shall be used on all side and rear elevations of the structure.
29. All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.
30. No bizarre or exotic ornamentation of either house or landscaping will be allowed.
31. Firing of guns of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this Lot is a part, except in areas specifically reserved for that purpose, if any.
32. All wood siding on homes shall be installed with galvanized, aluminum nails or equivalent.
33. Any brick that is used on the homes must blend with the siding and natural surroundings.
34. All landscaping within the road right-of-way and in the front utility easement shall be left or restored to natural state. If it becomes necessary to use this area for a septic system, then such use does not cancel this requirement.
35. No building shall be located on any Lot nearer to the front lot line than 50 feet. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of a particular Lot, these setback lines may be changed by written consent of seventy-five percent (75%) of the owners of each lot in the Subdivision.
36. No single Lot may be subdivided by a purchaser so as to create two (2) or more building Lots from the original.
37. No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the main level, this area is to be increased by 25% for a split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.
38. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
39. Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument 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 way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws, or regulations of a Federal, state or local agency, the latter shall prevail.
40. Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or

state authority, or designated for public use unless not less than seventy-five percent (75%) of the owners of each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five percent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

- 41. The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded as aforesaid in the said Clerks Office in Plat Book 1 at page 154) between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owners of all or any portion of said 15.33-acre tract to use all roads in the Subdivision.
- 42. The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy- five percent (75%) of the owners of each lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County Virginia.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

By\_\_\_\_\_

By\_\_\_\_\_

**EXHIBIT "F"**  
**AMENDED COVENANTS OF**  
**BATH ALUM RIDGE**



## **CONFORMED COPY OF COVENANTS**

WHEREAS, ALEXANDER C. RHUDY acquired certain lands in the Millboro Magisterial District, comprising 63.36 acres, more or less, (the property) by Deed dated \_\_\_\_ day of 19 \_\_\_\_ of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 111 at page 597.

WHEREAS, the Property has been subdivided into several lots as shown on the plat of the Subdivision entitled, "Survey for Bath Alum Ridge" prepared by Steven P. Douty, C.L.S. dated March 28, 1985, a copy of which plat was recorded with the report of Survey in the aforesaid Clerks Office in Deed Book 111 page 597, (see also Plat Book 1 page 154).

WHEREAS, the undersigned Alexander C. Rhudy and his wife, Diann C. Rhudy, desire hereby to consent to the subdivision of the land as shown on the aforesaid map or plat in accordance with Section 15.1 – 477, of the Code of Virginia `950, as amended, do hereby DECLARE and CERTIFY that the Subdivision, as it appears on the aforesaid plat is hereby, made with the free consent and in accordance with the desires of the undersigned.

SECOND: The undersigned do hereby impose the following covenants, restrictions, reservations, and easements as to each and every lot of land as shown on the aforesaid plat, which are hereby deemed to be and are covenants running with the lots of land as shown on the said plat which shall be binding on the undersigned, his successors, transferees and assigns:

- (1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.
- (2) No temporary house, trailer or tent shall be permitted on any lot, including manufactured homes. Modular homes are permitted only if permanently placed on a foundation and meet all covenants for housing.
- (3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with the plans and specifications, as approved, within one (1) year from commencement.
- (4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
- (5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.
- (6) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.
- (7) No commercial signs shall be erected or maintained on any Lot.

- (8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.
- (9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened, or so placed and kept as not to be visible from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of dwelling, he must construct a screening fence to shield and hide the items from view.
- (10) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened as not to be visible from any road within the Subdivision.
- (11) Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the Subdivision. No satellite dish over 24" (twenty-four inches) in diameter is permitted.
- (12) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. If this is not done by the Owner, the Lot will be cleaned up by BATH ALUM RIDGE LAND OWNER'S ASSOCIATION at the Owner's expense.
- (13) No obnoxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become any unreasonable annoyance or nuisance to the neighborhood.
- (14) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- (15) No trees measuring 4" (four inches) or more in diameter measuring 42" (forty-two inches) from the ground shall be cut or moved without approval of the BATH ALUM RIDGE LANDOWNERS' ASSOCIATION unless within 20" (twenty feet) of dwelling, in driveway area, or septic field.
- (16) No radio station or shortwave operators of any kind shall operate from any Lot or residence that is situated on the ground, located on the front of a residence or located elsewhere on a residence without prior approval of seventy-five percent (75%) of the owners of each lot in the Subdivision.

- (17) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot.
- (18) Any boats, travel trailers, or other such camping and pleasure equipment shall be stored behind front line of dwelling. Where possible, the natural contours and vegetation will be used to screen them from the roads in the Subdivision.
- (19) Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.
- (20) In order to implement effective insect and woods fire control, the BATH ALUM RIDGE LAND OWNER'S ASSOCIATION has the right to enter upon any Lot in which a residence has not been constructed, such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the BATH ALUM RIDGE LAND OWNER'S ASSOCIATION and their agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the BATH ALUM RIDGE LAND OWNER'S ASSOCIATION to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services..
- (21) All additional electric, telephone or other utility services shall be run below ground. No overhead lines shall be permitted for any purpose. No permanent dusk-to-dawn lighting is permitted on any lot with the exception of low-wattage metal filament lamp for displaying the American flag.
- (22) Only the following shall be used as roofing materials for structures constructed on Lots – wood shakes, premium grade asphalt, fiberglass shingles, slate, or high grade finished metal.
- (23) No unfinished exposed concrete, cinder block or concrete masonry foundations shall extend above finish grade, concrete masonry foundations shall extend above finish grade, except to comply with provisions of the applicable building code
- (24) All driveways shall be designed to enhance the beauty of the Lot with minimum exposure of the house. The owner has six (6) months from point of occupancy to comply.
- (25) All extensions of houses are to be primarily of natural materials and of such color as to blend with the natural surroundings. Only the following materials may be used in the exterior of the home or any accessory building: wood, wood siding, logs, stone, or brick.
- (26) Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain (sikkens cetol or

- equal). Solid wood plank exterior siding may be left natural and does not require staining.
- (27) Aluminum windows and doors may be used on structures but they must be anodized colored bronze or black. Aluminum windows and doors used on structures shall not be painted nor left natural color. Steel windows and doors may be used on structures, but they must have a factory-applied bronze or black enamel finish.
  - (28) The primary exterior siding material used on the front elevation of the structure shall be used on all side and rear elevations of the structure.
  - (29) All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.
  - (30) No bizarre or exotic ornamentation of either houses or landscaping will be allowed.
  - (31) Firing of guns, bows, crossbows and rifles of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this lot is a part.
  - (32) All wood siding on homes shall be installed with galvanized, aluminum nails or equivalent.
  - (33) Any brick that is used on the homes must blend with the siding and natural surroundings.
  - (34) All landscaping within the road right-of-way and in front utility easement shall be left or restored OT natural state. If it becomes necessary to use this area for a septic system, then such use does not cancel this requirement.
  - (35) No building shall be located on any Lot nearer to the front lot line than fifty (50) feet. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of a particular Lot, these setback lines may be changed by written consent of seventy-five percent (75%) of the owners of each lot in the Subdivision.
  - (36) No single Lot may be subdivided by a purchase so as to create two (2) or more building Lots from the original.
  - (37) No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the main level, this area to be increased by 25% for split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.
  - (38) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

- (39) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of the instrument 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 way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations, of a Federal state or local agency, the latter shall prevail.
- (40) Each owner of each lot shall have the right to use all roads shown on said subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any County or State authority or designated for Public use unless not less the 75% (seventy-five percent) of the owners of each lot agree thereto in writing.
- The assessment on each lot of the assessment and upkeep of the roadways within the subdivision shall be fixed by agreement of not less than 75% (seventy-five percent) of the owners of each lot and shall be payable to the BATH ALUM RIDGE LAND OWNER'S ASSOCIATION.
- (41) Owners of the 15.33 acre tract listed as possible future development shall be permitted to use the road commonly referred as Bath Alum Ridge Road in the subdivision as a means to enter that tract.
- (42) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy-five (75) percent of the owners of each lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County, Virginia. \*\*\*\*\*NOTHING FOLLOWS \*\*\*\*\*

**EXHIBIT "G"**  
**MINUTES OF ASSOCIATION MEETINGS**

**Bath Alum Ridge Land Owners Association Meeting Minutes, Held at Ailstock Residence July 16, 2005** 54

Members Present: Olivia & Randall Carpenter, Joan & Monroe Novell, Robin & Don Hawks, Shawn Mooney, Jane & John Wright, Annette & Dale Loan, Jeff Haworth, Jim Ailstock, & Harper Wagner

Meeting Called to order at 11:25Am.

Mr. Novell made a motion to approve minutes of July 31, 2004. Seconded by Mr. Carpenter. Motion approved 12/0.

Mrs. Loan advised association of Treasures balance. Mr. Novell made a motion to accept treasures report but, requested in the future a breakdown of receipts and expenditures be available for each member, Mrs. Novell seconded, Motion Approved 12/0.

Mr. Wagner offered appreciation to Mr. Haworth for making and erecting speed limit signs. All members joined in thanking Mr. Haworth.

Mr. Carpenter advised that all exhibits filed are not dated which is required. Mr. Carpenter made a motion to date exhibits July 19, 2003. Seconded by Mr. Haworth. Motion Approved 12/0.

Mrs. Loan presented a paving estimate for 200 ft of road entrance. Teddy Dressler submitted a bid of \$6900 for 200ft. Mr. Wagner stated that he thought the estimate was excessive. All members agreed for President to obtain addition estimates.

Mr. Wagner stated he was concerned about Rt. 609 needing repair. He suggested a letter signed by the President be sent to the DMV Resident Engineer regarding the states of the highway. All members agreed.

Exhibits "D" Covenants for Bath Alum Ridge Land Owner's Association was reviewed by the membership. Various changes were agreed to. An upgrade will be made and copies provided for all members. Update will be dated July 23, 2005.

With not further business the meeting was adjourned at 12:25PM

**EXHIBIT “H”  
DOCUMENTATION FOR AMENDMENTS TO COVENANTS**





**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 2:**

The second sentence of covenants subparagraph 2 regarding temporary houses is amended to add the following language in *italic*: *No temporary houses, trailers, or tents shall be permitted*

*on any lot, including manufactured homes. "No mobile homes or doublewides are permitted; however, modular homes meeting all other requirements, and aluminum roofs with a pitch of 6' to 12' are permitted."*

*permitted only if permanently placed on a foundation, and meet all other requirements for housing*

**Purpose:** This change proposes to permit modular homes, which could otherwise be interpreted as excluded under the original covenants. There is no record of any previous official change to this effect.

**Record of vote:** (Measure requires approval of 75% or votes of 12 lots).

Lot # (Owner)	In Favor (v)	Signature	Opposed (v)	Initial
1 (Carpenter)	✓	<i>Marshall Galt</i>		
2 (Carpenter)	✓	<i>April Galt</i>		
3 (Carpenter)	✓	<i>Marshall Galt</i>		
4 (Wright)	✓	<i>John Wright</i>		
5 (Novell)	✓	<i>James Novell</i>		
6 (Hawks)	✓	<i>Dr. Robert Hawks</i>		
7 (Novell)	✓	<i>James Novell</i>		
8 (Wagner/Clay)	✓	<i>Harvey Wagner</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>Sharon Mooney</i>		
12 (Loan)	✓	<i>James H. Ailstock</i>		
13 (Loan)	✓	<i>James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	✓	<i>Bernie S. Haworth</i>		
16 (Carpenter)	✓	<i>Marshall Galt</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 4:** Paragraph 15 of the covenants is rewritten in its entirety from:

"No trees measuring 4" or more in diameter measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

To:

~~"Excessive removal of trees 4" or more in diameter when measuring 42" from the ground is not authorized. This does not apply to dead or dying trees or to trees that could damage buildings. Any leftover debris from cut trees (limbs, trunks or treetops) shall be promptly removed from the property."~~

*that can be seen from across roads*

**Purpose:** This change proposes to allow the Landowners more discretion in removing trees (all dead and dying trees or trees that threaten buildings and any other removal that is not "excessive").

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Rachel P. C.A.		
2 (Carpenter)	✓	Rachel P. C.A.		
3 (Carpenter)	✓	Rachel P. C.A.		
4 (Wright)	✓	Jalena Wright		
5 (Novell)	✓	Don Novell		
6 (Hawks)	✓	Don Novell		
7 (Novell)	✓	Don Novell		
8 (Wagner/Clay)	✓	Harjue Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	Sharon		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Don Haworth		
16 (Carpenter)	✓	Rachel P. C.A.		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is :

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 4:** Paragraph 15 of the covenants is rewritten in its entirety from:

"No trees measuring 4" or more in diameter measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

To:

~~"Excessive removal of trees 4" or more in diameter when measuring 42" from the ground is not authorized. This does not apply to dead or dying trees or to trees that could damage buildings. Any leftover debris from cut trees (limbs, trunks or treetops) shall be promptly removed from the property."~~ *that can be seen from across roads*

**Purpose:** This change proposes to allow the Landowners more discretion in removing trees (all dead and dying trees or trees that threaten buildings and any other removal that is not "excessive").

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Rachel P. CA		
2 (Carpenter)	✓	Rachel P. CA		
3 (Carpenter)	✓	Rachel P. CA		
4 (Wright)	✓	Jalena Wright		
5 (Novell)	✓	Don Novell		
6 (Hawks)	✓	Don Novell		
7 (Novell)	✓	Don Novell		
8 (Wagner/Clay)	✓	Harjue Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	Sharon		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Don Haworth		
16 (Carpenter)	✓	Rachel P. CA		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is :

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 5:** Paragraph 18 of the covenants is rewritten in its entirety from:

To: "Any boats/<sup>trailers</sup> trailers or other such camping and pleasure equipment shall be stored behind front line of dwelling and screened from view of any road in the Subdivision."

or: "Any boats, trailers, or other such camping and pleasure equipment shall be stored behind front line of dwelling and screened from view of any road in the Subdivision where possible." *where possible the natural contours, vegetation shall be used to screen them from any road in the subdivision*

**Purpose:** This change is intended to allow the Landowners with property in the direct view of roads relief.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Randall Carpenter		
2 (Carpenter)	✓	Randall Carpenter		
3 (Carpenter)	✓	Randall Carpenter		
4 (Wright)	✓	John Wright		
5 (Novell)	✓	John Novell		
6 (Hawks)	✓	John Hawks		
7 (Novell)	✓	John Novell		
8 (Wagner/Clay)	✓	Harper Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	James Mooney		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Qua Haworth		
16 (Carpenter)	✓	Randall Carpenter		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 6:** The following sentence is added at the end of paragraph 21 of the covenants:

*"No permanent dusk to dawn outdoor lighting is permitted on any lot with the exception of a small wattage metal filament lamp for displaying the American flag."*

**Purpose:** This change proposes to prevent Landowners from placing dusk to dawn security lights regardless of wattage but allows a narrow exception for dusk to dawn lights for the purpose of displaying an American flag.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (v)	Signature	Opposed (v)	Initial
1 (Carpenter)	✓	<i>Roll P. WA</i>		
2 (Carpenter)	✓	<i>Roll P. WA</i>		
3 (Carpenter)	✓	<i>Roll P. WA</i>		
4 (Wright)	✓	<i>Roll P. WA</i>		
5 (Novell)	✓	<i>Roll P. WA</i>		
6 (Hawks)	✓	<i>Roll P. WA</i>		
7 (Novell)	✓	<i>Roll P. WA</i>		
8 (Wagner/Clay)	✓	<i>James H. Ailstock</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>James H. Ailstock</i>		
12 (Loan)	✓	<i>for James H. Ailstock</i>		
13 (Loan)	✓	<i>for James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	✓	<i>Roll P. WA</i>		
16 (Carpenter)	✓	<i>Roll P. WA</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved      \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 7:** Paragraph 22 of the covenants is amended to delete "or" after the word asphalt, and add the following language (in bold italics):

"Only the following shall be used as roofing materials for structures on Lots" wood  
~~shingles~~ <sup>shingles</sup>, premium grade asphalt, fiberglass shingles, ~~or high grade pre-painted metal.~~  
<sup>slate</sup> ~~or high grade pre-painted metal.~~ <sup>finish</sup>

**Purpose:** This change grandfathers in the unapproved metal roof on the house on Lot 8, and opens the door for other Lot Owners to elect to replace their current roofs with metal.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	<i>Arnell P. G. A.</i>		
2 (Carpenter)	✓	<i>Arnell P. G. A.</i>		
3 (Carpenter)	✓	<i>Arnell P. G. A.</i>		
4 (Wright)	✓	<i>[Signature]</i>		
5 (Novell)	✓	<i>[Signature]</i>		
6 (Hawks)	✓	<i>[Signature]</i>		
7 (Novell)	✓	<i>[Signature]</i>		
8 (Wagner/Clay)	✓	<i>[Signature]</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>[Signature]</i>		
12 (Loan)	✓	<i>for James H. Ailstock</i>		
13 (Loan)	✓	<i>for James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)				
16 (Carpenter)	✓	<i>Arnell P. G. A.</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved      \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 8:** Paragraph 31 of the covenants is rewritten in its entirety from:

→ "Firing of guns <sup>Bows, Cross Bow, Rifle</sup> of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this Lot is a part, ~~except in areas specifically reserved for that purpose, if any.~~

To:

"~~The owner(s) shall not allow hunting or firing of guns or shooting bows on any lot except when written permission is given by the owner.~~"

**Purpose:** This change allows the Landowners to approve, without limitation, hunting, firing of guns or shooting bows on their lot(s) with written permission.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (√)	Signature	Opposed (√)	Initial
1 (Carpenter)	✓	Rachel Galt		
2 (Carpenter)	✓	Rachel Galt		
3 (Carpenter)	✓	Rachel Galt		
4 (Wright)	✓	John Wright		
5 (Novell)	✓	Don Novell		
6 (Hawks)	✓	Don Novell		
7 (Novell)	✓	Don Novell		
8 (Wagner/Clay)	✓	James Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	James H. Ailstock		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Ma B. Haworth		
16 (Carpenter)	✓	Rachel Galt		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*



**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 9:** Paragraph 40 of the covenants is revised as follows (changes in bold italics):

From:

Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five percent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

To:

"Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority or designated for public use unless not less than seventy-five percent (75%) of the owners of each lot agree thereto in writing.

The assessment on each lot of the upkeep and maintenance of the roadways within the subdivision shall be fixed by agreement of not less than seventy-five percent (75%) of the owners of each lot, and shall be payable to **the Board Home Owners Association**

**Purpose:** This change requires the assessment for roads to be paid to the Board.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (N)	Initial
1 (Carpenter)	✓	[Signature]		
2 (Carpenter)	✓	[Signature]		
3 (Carpenter)	✓	[Signature]		
4 (Wright)	✓	[Signature]		
5 (Novell)	✓	[Signature]		
6 (Hawks)	✓	[Signature]		
7 (Novell)	✓	[Signature]		
8 (Wagner/Clay)	✓	[Signature]		
9 (Ailstock)	✓	[Signature]		
10 (Ailstock)	✓	[Signature]		
11 (Mooney)	✓	[Signature]		
12 (Loan)	✓	[Signature]		
13 (Loan)	✓	[Signature]		
14 (Davis)				
15 (Haworth)	✓	[Signature]		
16 (Carpenter)	✓	[Signature]		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 10:** Paragraph 41 is deleted and replaced as follows:

From:

"The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded in the said Clerks Office in Plat Book 1 at page 154 between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owner of all or any portion of said 15.33 acre tract to use all roads in the Subdivision."

To:

*"Owners of the 15.33 acre tract listed as possible future development shall be permitted to use of roads in the subdivision as means to enter that tract."*

*the comments referred to as Bath Alum Ridge Rd*  
**Purpose:** This change provides express approval to owners of the 15.33 acre tract to use the roads in the subdivision, which the original covenants allows but does not specifically provide.

**Note:** Owners of the 15.33 acres already have deeded access to this property through two avenues: the easement/right of way that runs between lots 12 and 13, which connects both to the 15.33 acres and to the national forest, and *second* strip of additional property, privately held by the owners of the 15.33 acres referred to, running from the access road to the 15.33 acres, and also located between lots 12 and 13.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	<i>[Signature]</i>		
2 (Carpenter)	✓	<i>[Signature]</i>		
3 (Carpenter)	✓	<i>[Signature]</i>		
4 (Wright)	✓	<i>[Signature]</i>		
5 (Novell)	✓	<i>[Signature]</i>		
6 (Hawks)	✓	<i>[Signature]</i>		
7 (Novell)	✓	<i>[Signature]</i>		
8 (Wagner/Clay)	✓	<i>[Signature]</i>		
9 (Ailstock)	✓	<i>[Signature]</i>		
10 (Ailstock)	✓	<i>[Signature]</i>		
11 (Mooney)	✓	<i>[Signature]</i>		
12 (Loan)	✓	<i>FOR James H. Ailstock</i>		
13 (Loan)	✓	<i>FOR James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	✓	<i>[Signature]</i>		
16 (Carpenter)	✓	<i>[Signature]</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 1:** All references to "Declarant" in the original covenants are deleted and replaced with "*Bath Alum Ridge Landowner Association.*"

**Purpose:** This administrative change clarifies that the Landowner's Association has taken over responsibility for administering the terms and conditions of the covenants. There is no record of an official change to this effect having been approved.

**Record of vote:** (Measure requires approval of 75% or votes of 12 lots).

Lot # (Owner)	In Favor (√)	Signature	Opposed (√)	Initial
1 (Carpenter)	✓	<i>Robert Curt</i>		
2 (Carpenter)	✓	<i>Robert Curt</i>		
3 (Carpenter)	✓	<i>Robert Curt</i>		
4 (Wright)	✓	<i>Jean Novell</i>		
5 (Novell)	✓	<i>Jean Novell</i>		
6 (Hawks)	✓	<i>Ron Hawks</i>		
7 (Novell)	✓	<i>Jean Novell</i>		
8 (Wagner/Clay)	✓	<i>James H. Ailstock</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>James H. Ailstock</i>		
12 (Loan)	✓	<i>FOR James H. Ailstock</i>		
13 (Loan)	✓	<i>FOR James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	x	<i>[Signature]</i>		
16 (Carpenter)	✓	<i>Robert Curt</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 10:** Paragraph 41 is deleted and replaced as follows:

From:

"The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded in the said Clerks Office in Plat Book 1 at page 154 between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the afore-said plat. And in addition the Declarants shall reserve the right to permit any and all owner of all or any portion of said 15.33 acre tract to use all roads in the Subdivision."

To:

"*Owners of the 15.33 acre tract listed as possible future development shall be permitted to use ~~of~~ roads in the subdivision as means to enter that tract.*"

*Comment: Referred to as Bath Alum Ridge Rd.*  
Purpose: This change provides express approval to owners of the 15.33 acre tract to use the roads in the subdivision, which the original covenants allows but does not specifically provide.

Note: Owners of the 15.33 acres already have deeded access to this property through two avenues: the easement/right of way that runs between lots 12 and 13, which connects both to the 15.33 acres and to the national forest, and *second* strip of additional property, privately held by the owners of the 15.33 acres referred to, running from the access road to the 15.33 acres, and also located between lots 12 and 13.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (√)	Signature	Opposed (√)	Initial
1 (Carpenter)	✓	[Signature]		
2 (Carpenter)	✓	[Signature]		
3 (Carpenter)	✓	[Signature]		
4 (Wright)	✓	[Signature]		
5 (Novell)	✓	[Signature]		
6 (Hawks)	✓	[Signature]		
7 (Novell)	✓	[Signature]		
8 (Wagner/Clay)	✓	[Signature]		
9 (Ailstock)	✓	[Signature]		
10 (Ailstock)	✓	[Signature]		
11 (Mooney)	✓	[Signature]		
12 (Loan)	✓	FOR James H. Ailstock		
13 (Loan)	✓	FOR James H. Ailstock		
14 (Davis)	✓	[Signature]		
15 (Haworth)	✓	[Signature]		
16 (Carpenter)	✓	[Signature]		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 1:** All references to "Declarant" in the original covenants are deleted and replaced with "*Bath Alum Ridge Landowner Association.*"

**Purpose:** This administrative change clarifies that the Landowner's Association has taken over responsibility for administering the terms and conditions of the covenants. There is no record of an official change to this effect having been approved.

**Record of vote:** (Measure requires approval of 75% or votes of 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	<i>Rahel Cant</i>		
2 (Carpenter)	✓	<i>Rahel Cant</i>		
3 (Carpenter)	✓	<i>Rahel Cant</i>		
4 (Wright)	✓	<i>Alana Wright</i>		
5 (Novell)	✓	<i>Joan Novell</i>		
6 (Hawks)	✓	<i>Ken Hawks</i>		
7 (Novell)	✓	<i>Joan Novell</i>		
8 (Wagner/Clay)	✓	<i>Wagner Wagner</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>Mooney</i>		
12 (Loan)	✓	<i>FOR James H. Ailstock</i>		
13 (Loan)	✓	<i>FOR James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	X	<i>Haworth</i>		
16 (Carpenter)	✓	<i>Rahel Cant</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 2:**

The second sentence of covenants subparagraph 2 regarding temporary houses is amended to add the following language in *italics*: *No temporary houses, trailers, or tents shall be permitted on any lot, including manufactured homes.*

*"No mobile homes or doublewides are permitted; however, modular homes meeting all other requirements, and aluminum roofs with a pitch of 6' to 12' are permitted."*

**Purpose:** This change proposes to permit modular homes, which could otherwise be interpreted as excluded under the original covenants. There is no record of any previous official change to this effect.

**Record of vote:** (Measure requires approval of 75% or votes of 12 lots).

Lot # (Owner)	In Favor (v)	Signature	Opposed (v)	Initial
1 (Carpenter)	✓	Marshall Galt		
2 (Carpenter)	✓	April Galt		
3 (Carpenter)	✓	Marshall Galt		
4 (Wright)	✓	J. Alan Wright		
5 (Novell)	✓	James Novell		
6 (Hawks)	✓	D. D. Hawks		
7 (Novell)	✓	James Novell		
8 (Wagner/Clay)	✓	Harpa Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	Shirley Mooney		
12 (Loan)	✓	For Loan		
13 (Loan)	✓	For Loan		
14 (Davis)				
15 (Haworth)	✓	Berna S. Haworth		
16 (Carpenter)	✓	Marshall Galt		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 3:** The following sentence is added to subparagraph 11 regarding satellite dishes:

*"No satellite dish over 24" in diameter is permitted."*

**Purpose:** This change limits the size of satellite dish that may be installed regardless of whether a screen is constructed. There is no record of any previous official change to this effect.

**Record of vote:** (Measure requires approval of 75% or votes of 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	<i>Paul P. A.</i>		
2 (Carpenter)	✓	<i>Paul P. A.</i>		
3 (Carpenter)	✓	<i>Paul P. A.</i>		
4 (Wright)	✓	<i>John Wright</i>		
5 (Novell)	✓	<i>John Novell</i>		
6 (Hawks)	✓	<i>Rich Hawks</i>		
7 (Novell)	✓	<i>John Novell</i>		
8 (Wagner/Clay)	✓	<i>James Wagner</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>James H. Ailstock</i>		
12 (Loan)	✓	<i>James H. Ailstock</i>		
13 (Loan)	✓	<i>James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	✓	<i>Ray B. Haworth</i>		
16 (Carpenter)	✓	<i>Paul P. A.</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is :

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 4:** Paragraph 15 of the covenants is rewritten in its entirety from:

"No trees measuring 4" or more in diameter measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

To:

~~"Excessive removal of trees 4" or more in diameter when measuring 42" from the ground is not authorized. This does not apply to dead or dying trees or to trees that could damage buildings. Any leftover debris from cut trees (limbs, trunks or treetops) shall be promptly removed from the property."~~ *that can be seen from across roads*

**Purpose:** This change proposes to allow the Landowners more discretion in removing trees (all dead and dying trees or trees that threaten buildings and any other removal that is not "excessive").

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Rachel P. CA		
2 (Carpenter)	✓	Rachel P. CA		
3 (Carpenter)	✓	Rachel P. CA		
4 (Wright)	✓	John Wright		
5 (Novell)	✓	Novell		
6 (Hawks)	✓	James H. Hawks		
7 (Novell)	✓	Novell		
8 (Wagner/Clay)	✓	Harjine Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	Shirley		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Dan S. Haworth		
16 (Carpenter)	✓	Rachel P. CA		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is :

\_\_\_ Approved \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*



**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 5:** Paragraph 18 of the covenants is rewritten in its entirety from:

**To:** "Any boats/<sup>trailer</sup>trailers or other such camping and pleasure equipment shall be stored behind front line of dwelling and screened from view of any road in the Subdivision."

**or:** "Any boats, trailers, or other such camping and pleasure equipment shall be stored behind front line of dwelling and screened from view of any road in the Subdivision where possible." *where possible the natural contours, vegetation should be used to screen them from any road in the subdivision*

**Purpose:** This change is intended to allow the Landowners with property in the direct view of roads relief.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Randall Carpenter		
2 (Carpenter)	✓	Randall Carpenter		
3 (Carpenter)	✓	Randall Carpenter		
4 (Wright)	✓	John Wright		
5 (Novell)	✓	John Novell		
6 (Hawks)	✓	John Hawks		
7 (Novell)	✓	John Novell		
8 (Wagner/Clay)	✓	James Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	James Mooney		
12 (Loan)	✓	For James H. Ailstock		
13 (Loan)	✓	For James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	John Haworth		
16 (Carpenter)	✓	Randall Carpenter		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 6:** The following sentence is added at the end of paragraph 21 of the covenants:

*"No permanent dusk to dawn outdoor lighting is permitted on any lot with the exception of a small wattage metal filament lamp for displaying the American flag."*  
*LOW*

**Purpose:** This change proposes to prevent Landowners from placing dusk to dawn security lights regardless of wattage but allows a narrow exception for dusk to dawn lights for the purpose of displaying an American flag.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	<i>Paul P. G.A.</i>		
2 (Carpenter)	✓	<i>Paul P. G.A.</i>		
3 (Carpenter)	✓	<i>Paul P. G.A.</i>		
4 (Wright)	✓	<i>John Wright</i>		
5 (Novell)	✓	<i>John Novell</i>		
6 (Hawks)	✓	<i>John Novell</i>		
7 (Novell)	✓	<i>John Novell</i>		
8 (Wagner/Clay)	✓	<i>John Wagner</i>		
9 (Ailstock)	✓	<i>James H. Ailstock</i>		
10 (Ailstock)	✓	<i>James H. Ailstock</i>		
11 (Mooney)	✓	<i>Blenny</i>		
12 (Loan)	✓	<i>for James H. Ailstock</i>		
13 (Loan)	✓	<i>for James H. Ailstock</i>		
14 (Davis)				
15 (Haworth)	✓	<i>Paul P. G.A.</i>		
16 (Carpenter)	✓	<i>Paul P. G.A.</i>		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved      \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 7:** Paragraph 22 of the covenants is amended to delete "or" after the word asphalt, and add the following language (in bold italics):

"Only the following shall be used as roofing materials for structures on Lots" wood  
~~shakes~~ <sup>shakes</sup>, premium grade asphalt, fiberglass shingles, ~~or high grade painted metal.~~ <sup>or high grade slate or finished</sup>

**Purpose:** This change grandfathers in the unapproved metal roof on the house on Lot 8, and opens the door for other Lot Owners to elect to replace their current roofs with metal.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Paul Pelt		
2 (Carpenter)	✓	Paul Pelt		
3 (Carpenter)	✓	Paul Pelt		
4 (Wright)	✓	[Signature]		
5 (Novell)	✓	[Signature]		
6 (Hawks)	✓	[Signature]		
7 (Novell)	✓	[Signature]		
8 (Wagner/Clay)	✓	[Signature]		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	[Signature]		
12 (Loan)	✓	for James H. Ailstock		
13 (Loan)	✓	for James H. Ailstock		
14 (Davis)	✓	[Signature]		
15 (Haworth)	✓	[Signature]		
16 (Carpenter)	✓	Paul Pelt		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved      \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 8:** Paragraph 31 of the covenants is rewritten in its entirety from:

→ "Firing of guns, <sup>Bows, Cross Bow, Rifle</sup> of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this Lot is a part, ~~except in areas specifically reserved for that purpose, if any.~~"

To:

"~~The owner(s) shall not allow hunting or firing of guns or shooting bows on any lot except when written permission is given by the owner.~~"

**Purpose:** This change allows the Landowners to approve, without limitation, hunting, firing of guns or shooting bows on their lot(s) with written permission.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (✓)	Signature	Opposed (✓)	Initial
1 (Carpenter)	✓	Robert P. Goff		
2 (Carpenter)	✓	Robert P. Goff		
3 (Carpenter)	✓	Robert P. Goff		
4 (Wright)	✓	John Wright		
5 (Novell)	✓	Don Novell		
6 (Hawks)	✓	Don Novell		
7 (Novell)	✓	Don Novell		
8 (Wagner/Clay)	✓	James Wagner		
9 (Ailstock)	✓	James H. Ailstock		
10 (Ailstock)	✓	James H. Ailstock		
11 (Mooney)	✓	James H. Ailstock		
12 (Loan)	✓	for James H. Ailstock		
13 (Loan)	✓	for James H. Ailstock		
14 (Davis)				
15 (Haworth)	✓	Robert P. Goff		
16 (Carpenter)	✓	Robert P. Goff		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**PROPOSED CHANGES TO  
BATH ALUM RIDGE LANDOWNER'S ASSOCIATION COVENANTS  
VOTED ON 22 OCTOBER 2005**

**Proposal 9:** Paragraph 40 of the covenants is revised as follows (changes in bold italics):

From:

Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five percent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

To:

"Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority or designated for public use unless not less than seventy-five percent (75%) of the owners of each lot agree thereto in writing.

The assessment on each lot of the upkeep and maintenance of the roadways within the subdivision shall be fixed by agreement of not less than seventy-five percent (75%) of the owners of each lot, and shall be payable to **the Board's Home Owners Association**

**Purpose:** This change requires the assessment for roads to be paid to the Board.

**Record of vote:** (Measure requires approval of 75% or 12 lots).

Lot # (Owner)	In Favor (N)	Signature	Opposed (N)	Initial
1 (Carpenter)	✓	[Signature]		
2 (Carpenter)	✓	[Signature]		
3 (Carpenter)	✓	[Signature]		
4 (Wright)	✓	[Signature]		
5 (Novell)	✓	[Signature]		
6 (Hawks)	✓	[Signature]		
7 (Novell)	✓	[Signature]		
8 (Wagner/Clay)	✓	[Signature]		
9 (Ailstock)	✓	[Signature]		
10 (Ailstock)	✓	[Signature]		
11 (Mooney)	✓	[Signature]		
12 (Loan)	✓	[Signature]		
13 (Loan)	✓	[Signature]		
14 (Davis)				
15 (Haworth)	✓	[Signature]		
16 (Carpenter)	✓	[Signature]		

**Resolution:** By vote of \_\_\_ to \_\_\_, this change to the covenants is:

\_\_\_ Approved    \_\_\_ Disapproved

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

**Common Property**

**"The Bath Alum Ridge road which is 50 feet wide and connects the member lots to state road #609 is in reality owned by each member of the association. Ownership is determined by the amount of frontage of each member lot to the road and ownership extends to the middle of the road for each lot. In as much as each member has a right of way to this road, the association deems this road "common property" in the sense that the association will maintain, repair and provide any necessary enhancements to this road in accordance with the by-laws of the association.**

**In addition, a 50 feet wide right of way between lot #12 and lot #13 and then turning right at the NW border of lot 13 (Bearing of N 13 degrees-19 minutes -55 seconds E) and then turning left at the border of lot 15 (Bearing of N 38 degrees- 04 minutes -20 seconds W) to the extreme NW boundary line of Bath Alum ridge (Bearing of N 34 degrees- 56 minutes -30 seconds E) and following this line to the George Washington National Forest is deemed Common Property."**

2078

(1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot.

(3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(6) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.

(7) No commercial signs shall be erected or maintained on any Lot.

(8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.

(9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed

703-451-3111 1078

WHEREAS, ALEXANDER C. RHUDY acquired certain lands in the Millboro Magisterial District, comprising 63.36 acres, more or less, (the property) by Deed dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 111 at page 597.

WHEREAS, the Property has been subdivided into several lots as shown on the plat of the Subdivision entitled, "Survey for Bath Alum Ridge" prepared by Steven P. Douty, C.L.S. dated March 28, 1985, a copy of which plat was recorded with the report of Survey in the aforesaid Clerk's Office in Deed Book 111 page 597, (see also Plat Book 1 page 154).

WHEREAS, the undersigned Alexander C. Rhudy and his wife, Diann C. Rhudy, desire hereby to consent to the Subdivision of the land as shown on the aforesaid map or plat in accordance with Section 15.1 - 477, of the Code of Virginia, 1950, as amended, and do hereby desire to impose certain covenants, restrictions, and conditions as to said Subdivision.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

FIRST: That the undersigned, pursuant to the provisions of Section 15.1-477 of the Code of Virginia, 1950, as amended, do hereby DECLARE and CERTIFY that the Subdivision, as it appears on the aforesaid plat is hereby made with the free consent and in accordance with the desires of the undersigned.

SECOND: The undersigned do hereby impose the following covenants, restrictions, reservations, and easements as to each and every lot of land as shown on the aforesaid plat, which are hereby deemed to be and are covenants running with the lots of land as shown on the said plat which shall be binding on the undersigned, his successors, transferees and assigns:

PETER J. JUDAH  
Attorney at Law  
Hot Springs,  
Virginia  
24445



2078

(1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot.

(3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(6) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.

(7) No commercial signs shall be erected or maintained on any Lot.

(8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.

(9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed

378

underground, screened or so placed and kept as not to be visible from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of dwelling, he must construct a screening fence to shield and hide the items from view.

(10) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened as not to be visible from any road within the Subdivision.

(11) Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the Subdivision.

(12) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. If this is not done by the Owner, the Lot will be cleaned up by Declarant at the Owner's expense.

(13) No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(14) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(15) No trees measuring 4" or more in diameter

478

measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

(16) No radio station or shortwave operators of any kind shall operate from any Lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any Lot or residence that is situated on the ground, located on the front of a residence or located elsewhere on a residence without prior approval of seventy-five per cent (75%) of the owners of each lot in the Subdivision.

(17) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot.

(18) Any boats, trailers or other such camping and pleasure equipment shall be stored behind front line of dwelling, and screened from view of any road in the Subdivision.

(19) Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.

(20) In order to implement effective insect and woods fire control, the Declarants, for so long as they or either of them own one or more lots in the Subdivision, the right to enter upon any Lot on which a residence has not been constructed, such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarants detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarants and their agents may likewise enter upon such land to remove any trash which has collected on such Lot without such

578

entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarants to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

(21) All additional electric, telephone or other utility services shall be run below ground. No overhead lines shall be permitted for any purpose.

(22) Only the following shall be used as roofing materials for structures constructed on Lots: wood shakes or premium grade asphalt or fiberglass shingles.

(23) No unfinished exposed concrete, cinder block or concrete masonry foundations shall extend above finish grade, except to comply with provisions of the applicable building code.

(24) All driveways shall be designed to enhance the beauty of the Lot with minimum exposure of the house. The owner has six (6) months from point of occupancy to comply.

(25) All extensions of houses are to be primarily of natural materials and of such color as to blend with the natural surrounding. Only the following materials may be used in the exterior of the home or any accessory building: wood, wood siding, logs, stone, or brick.

(26) Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain (sikkens cetol or equal). Solid wood plank exterior siding may be left natural and does not require staining.

(27) Aluminum windows and doors may be used on structures, but they must be anodized colored bronze or black. Aluminum windows and doors used on structures shall not be painted nor left natural color. Steel windows and doors may be used on

698

structures, but they must have a factory applied bronze or black enamel finish.

(28) The primary exterior siding material used on the front elevation of the structure shall be used on all side and rear elevations of the structure.

(29) All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.

(30) No bizarre or exotic ornamentation of either house or landscaping will be allowed.

(31) Firing of guns of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this Lot is a part, except in areas specifically reserved for that purpose, if any.

(32) All wood siding on homes shall be installed with galvanized, aluminum nails or equivalent.

(33) Any brick that is used on the homes must blend with the siding and natural surroundings.

(34) All landscaping within the road right-of-way and in the front utility easement shall be left or restored to natural state. If it becomes necessary to use this area for a septic system, then such use does not cancel this requirement.

(35) No building shall be located on any Lot nearer to the front lot line than 50 feet. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of a particular Lot, these setback lines may be changed by written consent of seventy-five per cent (75%) of the owners of each lot in the Subdivision.

(36) No single Lot may be subdivided by a purchaser so as to create two (2) or more building Lots from the original.

728

(37) No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the mainlevel, this area to be increased by 25% for split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.

(38) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(39) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument 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 way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

(40) Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners

808

of each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five per cent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

(41) The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded as aforesaid in the said Clerks Office in Plat Book 1 at page 154) between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owners of all or any portion of said 15.33 acre tract to use all roads in the Subdivision.

(42) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy-five per cent (75%) of the owners of each lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County Virginia.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

By Alexander C. Rhudy (SEAL)  
ALEXANDER C. RHUDY

By Diann C. Rhudy (SEAL)  
DIANN C. RHUDY

AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS, RESERVATIONS & EASEMENTS

THIS DECLARATION, made this 21 day of October, 1991, by Alexander C. Rhudy and his wife, Diann C. Rhudy, owners.

WITNESSETH

WHEREAS, by Declaration dated November 18, 1986, of record in the Clerk's Office of the Circuit Court of Bath County, Virginia in Deed Book 115, Page 46, Alexander C. Rhudy and Diann C. Rhudy, husband and wife, declared and established covenants, conditions and restrictions with respect to certain real estate located in the County of Bath, State of Virginia, and owned by same, and

WHEREAS, the aforesaid Declaration provided in Article 42 that the right to alter or amend the restrictions, covenants and conditions was reserved to the Declarant and/or the Property Owners; and

WHEREAS, the Declarant wishes to make certain amendments to said Declaration.

Accordingly, the Declaration is hereby amended as follows:

1. Article 31 is amended to read as follows:

31. Firing of guns of any kind is prohibited within 100 feet of any dwelling and from any point within the 50 foot wide road right-of-way on the premises of which this lot is a part.

IN ACCORDANCE with Article 42, this amendment has been approved by 75% (seventy five%) of the owners of each lot or lots.

IN TESTIMONY WHEREOF, Witness the following signatures and seals  
this 21 day of October, 1991.

By Alexander C. Rhudy  
Alexander C. Rhudy

By Diann C. Rhudy  
Diann C. Rhudy

STATE OF VIRGINIA  
COUNTY OF ROANOKE, to wit:

The foregoing instrument was acknowledged before me this 21 day





Today's Technology with a Tradition of Service  
www.mjmpromotions.com

Date: 10/15/05

To: Jim Ailstock  
From: Kelly + XB Cox

We have reviewed the proposed changes to the Bath Alum Ridge Covenants. We take no exception to the proposed changes, except for item #31. Our preference would be to maintain this as a "No Hunting" neighborhood.

I am sorry that we will not be able to attend the meeting next weekend, but look forward to being a part of this community.

Sincerely:

A handwritten signature in black ink, appearing to read 'Kelly Cox', written over a horizontal line.

A handwritten signature in black ink, appearing to read 'Jim Ailstock', written over a horizontal line.

15914 Indianola Drive - Rockville, Maryland 20855 - 301.296.8940 - Fax 301.296.8950

Minutes of Beth Elum Randomness Association meeting  
October 27, 2005 held at the Lilstock residence.

Randomness Present:

Jim Lilstock	Debra Harworth
Randall Carpenter	Robin Harworth
Jeff Harworth	Shawn Mooney
John Wright	
Marcus Novell	
Joan Novell	

Meeting called to order by Mr. Lilstock at 1:05 PM

Discussion was held <sup>each change to</sup> out proposed covenants. Changes were made and signatures affixed to each change.

~~Adjourned at 2:00 PM~~

Mr. Wagner resigned as secretary, Mr. Harworth was approved as replacement.

Adjourned at 3:00 PM

5 October 2005

Mr. James Ailstock  
President, Bath Alum Ridge HOA  
RR1 Box 152F  
Millboro, VA 24460

Dear Mr. Ailstock:

We have received the proposed revision to the Bath Alum Ridge Homeowner's Association (HOA) covenants. As we stated in our letter dated 25 July 2005, changes to the covenants are not valid until the membership has officially voted (by 75% per Virginia law, and at one vote per lot in accordance with the HOA covenants) on the specific language to be incorporated. To the best of our knowledge this has not occurred because:

- The HOA meeting conducted on 16 July 2005 included only a general discussion of changes to the HOA covenants.
- No specific language was discussed or voted on.
- We also note that the discussion on the general language was not recorded appropriately. It is not clear whether even those discussions represented a vote, or a single vote per lot, or totaled the required 75% of the membership to pass.

Since no HOA meeting has been called since July 2005 and the specific language was not voted on at that meeting, this language has not been officially approved. Therefore these changes have not been accepted and the document is not an official revision to the HOA covenants. It would be inappropriate to file this document with the county. It would also be inappropriate to provide potential buyers with copies of these covenants and represent them as the "official" current version.

We suggest that the HOA act immediately to correct this. This can be done either at a second meeting or in writing but in either case this must consist of an *itemized list* of the proposed changes to the covenants to be voted on by the membership (one vote per lot) and incorporated only once it is clear that 75% of the ownership agrees to each proposed change.

Once again we reiterate: the revised covenants are not valid until the changes have been officially approved.

Sincerely,

JEFFREY AND DEBRA HAWORTH

Copy to:  
Membership, Bath Alum Ridge Homeowner's Association

15 October 2005

Members  
Bath Alum Ridge Homeowner's Association  
Millboro, VA 24460

Dear Members:

In anticipation of the meeting of the Bath Alum Ridge Landowners' Association (LOA) to be held Saturday, 22 October 2005, and as a service to the members, we have prepared the attached summary of proposed changes to the LOA covenants (see Attachment B). We hope that this read-ahead material will inform the members and facilitate discussion and voting on the proposed changes.

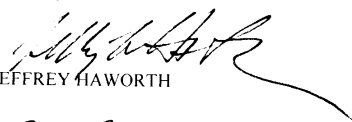
The attached list of proposed changes presents a line-by-line comparison between the current covenant document and the most recent proposed version. The President of the LOA, Mr. Ailstock, who indicated that it encompasses the changes that are on the table, sent this version to us. We note that these most recent proposed changes to the covenants inadvertently omit paragraph 42, which defines the terms under which the LOA covenants legally can be revised.

In preparing this material we took into account that a variety of changes have been discussed at LOA meetings during the past two years. However, to the best of our knowledge these changes have never been subjected to the vote and written approval of 75% of the membership, as is required by the LOA regulations. For example, at the July 19, 2003 Organizational Meeting, 75% of the lots were not represented. Therefore, discussions on that date (including LOA Bylaws) could not be considered effective.

Since approval by 75% of the lot ownership is required, we suggest that any members that will not attend the meeting notify Mr. Ailstock. 75% of the lot ownership (a minimum of twelve lots) must be represented at the meeting for actions to be considered valid. In this way we can avoid requiring members to travel to the meeting unnecessarily as we attempt to bring the covenants up to date.

We look forward to seeing you all in person this Saturday.

Sincerely,

  
JEFFREY HAWORTH

  
DEBRA HAWORTH

Joint and Co-owners of Bath Alum Ridge Lot #15  
Also referred to as # 546 Bath Alum Ridge

cc: LOA Membership List, Attachment "A"  
attachments: Attachment A, LOA Membership List  
Attachment B, Proposed changes to the LOA covenants  
Attachment C, Letter of 22 July 2005

constitute actual approval to amend the declaration, as the precise wording of changes had yet to be drafted.

- ii. Also, as noted above, the HOA provisions require a document signed by 75% of the owners. The very good reason for this is that it is the only way to ensure that a ¾ majority of the owners are of like mind as to the actual change they are approving. Therefore, the HOA cannot accomplish changes to the declaration using the method currently in practice.
  - iii. We recommend that the HOA President or Secretary publish draft language for all changes to official documents for comment by the association membership. Proposed changes should be distributed by a reliable means to all property owners for consideration, allowing a reasonable period of time for comment. They must then be specifically approved in writing before the document can be amended.
- d. Amendments must be filed with the proper authority. Virginia state law is specific about execution of amendments to the declaration, including that all changes must be recorded. Any revisions to the declaration must be filed with the County before the provisions can take legal effect.
2. Preparation of a meeting agenda. An agenda should be distributed in advance of all future meetings. While some unanticipated matters certainly will arise during the meeting as “new business,” members should be on notice of proposed business.
- a. Some topics for the past meeting were planned for discussion well in advance. Not all members were given the opportunity to see the proposed agenda items before the meeting. Distribution of an agenda would have allowed members to come prepared to discuss issues and reach resolution, which can include reviewing, commenting, refining and voting on important issues, such as specific text of amendment language. This should facilitate the efficient conduct of HOA business, and limit the need for additional sessions to finalize changes, especially since the HOA has so far conducted only one meeting per year.
  - b. To facilitate effective communication among all members, all owners of the properties in Bath Alum Ridge should be provided with a complete list by name of all property owners in the Association, which properties they own by lot number, and contact information.

- c. Since so many lots in the community (and perhaps now most) are now owned by individuals who are not full time residents, and some who are out of state residents, official correspondence should be sent to insure enough time is provided for owners to arrange to attend meetings, consult professionals for advice, and prepare proposals.

Finally, we have never received copies of documents from HOA meetings, such as meeting minutes. We would like to obtain copies of all HOA documents created since September 2003, including the treasurer's reports, as soon as possible. We will be happy to pay reasonable costs of photocopying and mailing up to \$25. Please notify us if costs will exceed this amount so that we can authorize you to incur additional costs.

Sincerely,

JEFFREY HAWORTH

DEBRA HAWORTH

Joint and Co-owners of Bath Alum Ridge Lot #15  
Also referred to as # 546 Bath Alum Ridge

**ATTACHMENT "A"**  
**Bath Alum Ridge Landowner's Association Membership**  
**Alphabetical Order**  
**Current as of 10/11/2005**

**AILSTOCK, James and Diane**  
Rt. 1, Box 152F  
Millboro VA 24460  
Phone (540) 996-4260  
Lots 9 and 10

**LOAN, Dale and Annette**  
Rt 1, Box 152D  
Millboro VA 24460  
(540) 996-4435  
Lots 12 and 13

**CARPENTER, Randall and Olivia**  
P.O. Box 367  
Mt. Gay WV 25637  
(304) 752-6798  
Lots 1, 2, 3, and 16

**MOONEY, Shaun and Lori**  
58 Somerset Drive  
Weyer's Cave VA 24486  
Phone (540) 234-0456  
Lot 11

**CLAY, Evelyn Gail and/or WAGNER, Harper**  
Rt 1 Box 152E      HCR 03 Box 7A  
Millboro VA 24460      Millboro VA 24460  
(540) 996-4464      (540) 997-5423  
Lot 8

**NOVELL, Joan and Monroe**  
13213 Collingwood Terrace  
Silver Spring MD 20904  
(301) 384 - 5507  
Lots 5 and 7

**DAVIS, Bonnie and Lynn**  
2439 Crown Crest Plaza  
Richmond VA 23233  
(804) 750-1213  
Lot 14

**WRIGHT, John and Jane**  
1450 Sunset Lane  
Waynesboro VA 22980  
Phone (540) 949-5345  
Lot 4

**HAWKS, Don and Robin**  
35 Meadow Lane  
Mt. Sidney, Virginia 24467  
(540) 248-0409  
Lot 6

**HAWORTH, Jeffrey and Debra**  
7910 Hill Stream Court  
Springfield VA 22153  
703-451-3111  
Email: [jlhaworth2@netscape.net](mailto:jlhaworth2@netscape.net)  
Lot 15



Today's Technology with a Tradition of Service  
www.mjmpromotions.com

Date: 10/15/05

To: Jim Ailstock  
From: Kelly + X.B. Cox

We have reviewed the proposed changes to the BATH ALUM RIDGE COVENANTS. We take NO exception to the proposed changes, except for item # 31. Our preference would be to maintain this as a "NO HUNTING" neighborhood.

I am sorry that we will not be able to attend the meeting NEXT weekend, but look forward to being a part of this community.

Sincerely:

A handwritten signature in black ink, appearing to read 'X.B. Cox', written over a horizontal line.

A handwritten signature in black ink, appearing to read 'Kelly', written below the signature of X.B. Cox.

15914 Indianola Drive - Rockville, Maryland 20855 - 301.296.8940 - Fax 301.296.8950



**RE: BATH ALUM RIDGE LAND OWNERS ASSOCIATION  
MEETING ON OCTOBER 22, 2005**

**I give Jim Ailstock our proxy to vote on the Covenants at the meeting that takes place on October 22, 2005.**

**Dale and I are unable to make it to the meeting but was informed that it had to do with voting on the Covenants that is Exhibit D updated on July 23, 2005.**

**We have read over them and know the changes that were made from the meeting in July and except them. We are lot owners #12 & 13.**

  
Annette T Loan

  
Dale W Loan

703-451-3111 1078

WHEREAS, ALEXANDER C. RHUDY acquired certain lands in the Millboro Magisterial District, comprising 63.36 acres, more or less, (the property) by Deed dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 111 at page 597.

WHEREAS, the Property has been subdivided into several lots as shown on the plat of the Subdivision entitled, "Survey for Bath Alum Ridge" prepared by Steven P. Douty, C.L.S. dated March 28, 1985, a copy of which plat was recorded with the report of Survey in the aforesaid Clerks Office in Deed Book 111 page 597, (see also Plat Book 1 page 154).

WHEREAS, the undersigned Alexander C. Rhudy and his wife, Diann C. Rhudy, desire hereby to consent to the Subdivision of the land as shown on the aforesaid map or plat in accordance with Section 15.1 - 477, of the Code of Virginia, 1950, as amended, and do hereby desire to impose certain covenants, restrictions, and conditions as to said Subdivision.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

FIRST: That the undersigned, pursuant to the provisions of Section 15.1-477 of the Code of Virginia, 1950, as amended, do hereby DECLARE and CERTIFY that the Subdivision, as it appears on the aforesaid plat is hereby made with the free consent and in accordance with the desires of the undersigned.

SECOND: The undersigned do hereby impose the following covenants, restrictions, reservations, and easements as to each and every lot of land as shown on the aforesaid plat, which are hereby deemed to be and are covenants running with the lots of land as shown on the said plat which shall be binding on the undersigned, his successors, transferees and assigns:

PETER J. JUDAH  
Attorney at Law  
Hot Springs,  
Virginia  
24445

2078

(1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot.

(3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(6) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.

(7) No commercial signs shall be erected or maintained on any Lot.

(8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.

(9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed

underground, screened or so placed and kept as not to be visible from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of dwelling, he must construct a screening fence to shield and hide the items from view.

(10) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened as not to be seen from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of dwelling, he must construct a screening fence to shield and hide the items from view.

(13) No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(14) Any dwelling or outbuilding on any Lot in the Subdivision shall be so placed and screened as not to be visible from any road within the Subdivision.

(11) Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the Subdivision.

(12) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. If this is not done by the Owner, the Lot will be cleaned up by Declarant at the Owner's expense.

(13) No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(14) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(15) No trees measuring 4" or more in diameter

798

(37) No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the mainlevel, this area to be increased by 25% for split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.

(38) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(39) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument 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 way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

(40) Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners

8098

of each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five per cent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

(41) The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded as aforesaid in the said Clerks Office in Plat Book 1 at page 154) between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owners of all or any portion of said 15.33 acre tract to use all roads in the Subdivision.

(42) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy-five per cent (75%) of the owners of each lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County Virginia.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

By Alexander C. Rhudy (SEAL)  
ALEXANDER C. RHUDY

By Diann E. Rhudy (SEAL)  
DIANN E. RHUDY

703-451-3111 1078

WHEREAS, ALEXANDER C. RHUDY acquired certain lands in the Millboro Magisterial District, comprising 63.36 acres, more or less, (the property) by Deed dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 111 at page 597.

WHEREAS, the Property has been subdivided into several lots as shown on the plat of the Subdivision entitled, "Survey for Bath Alum Ridge" prepared by Steven P. Douty, C.L.S. dated March 28, 1985, a copy of which plat was recorded with the report of Survey in the aforesaid Clerk's Office in Deed Book 111 page 597, (see also Plat Book 1 page 154).

WHEREAS, the undersigned Alexander C. Rhudy and his wife, Diann C. Rhudy, desire hereby to consent to the Subdivision of the land as shown on the aforesaid map or plat in accordance with Section 15.1 - 477, of the Code of Virginia, 1950, as amended, and do hereby desire to impose certain covenants, restrictions, and conditions as to said Subdivision.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

FIRST: That the undersigned, pursuant to the provisions of Section 15.1-477 of the Code of Virginia, 1950, as amended, do hereby DECLARE and CERTIFY that the Subdivision, as it appears on the aforesaid plat is hereby made with the free consent and in accordance with the desires of the undersigned.

SECOND: The undersigned do hereby impose the following covenants, restrictions, reservations, and easements as to each and every lot of land as shown on the aforesaid plat, which are hereby deemed to be and are covenants running with the lots of land as shown on the said plat which shall be binding on the undersigned, his successors, transferees and assigns:

PETER J. JUDAH  
Attorney at Law  
Hot Springs,  
Virginia  
24445

2078

(1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot.

(3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(6) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot.

(7) No commercial signs shall be erected or maintained on any Lot.

(8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.

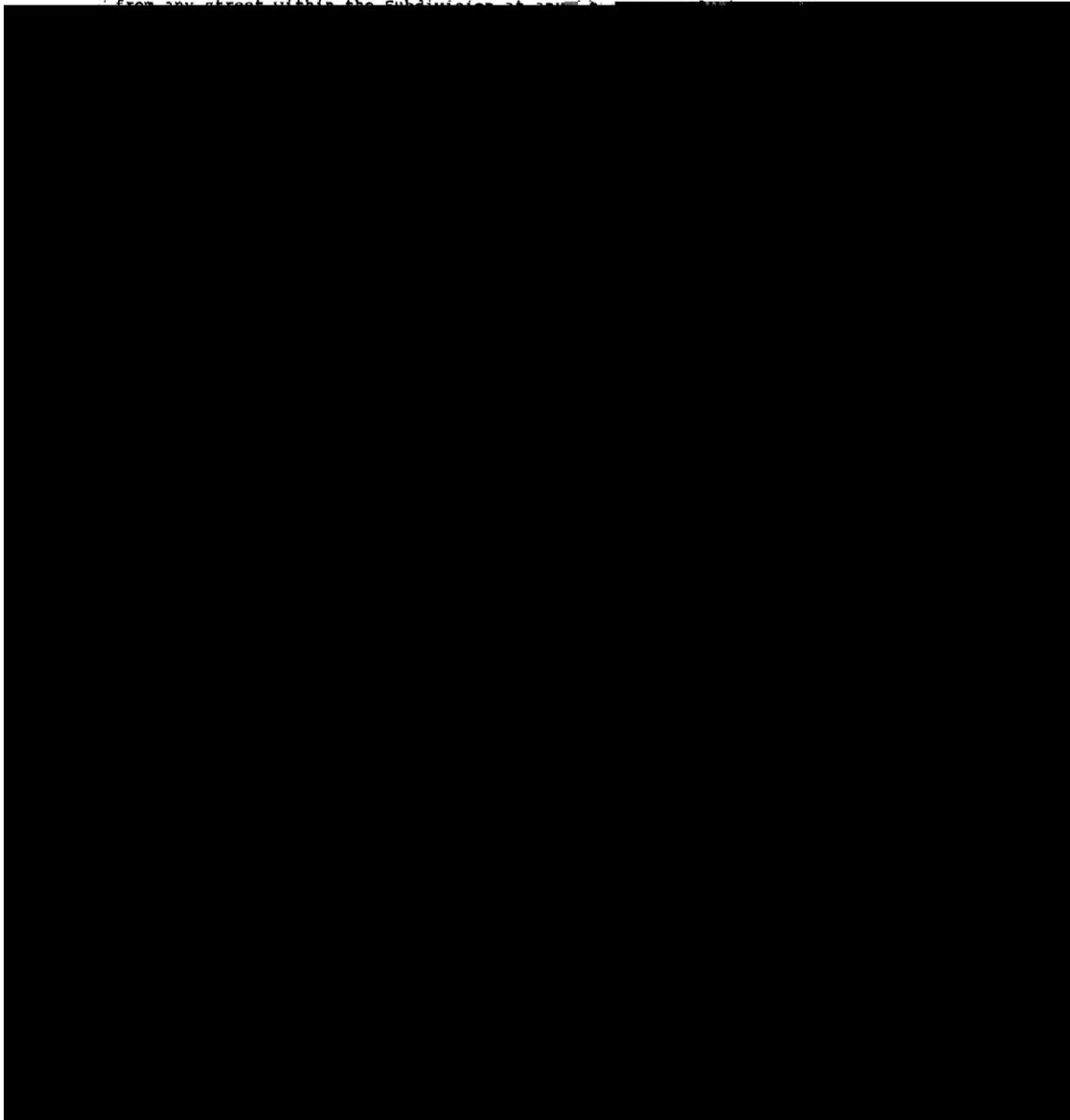
(9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed



378

underground, screened or so placed and kept as not to be visible

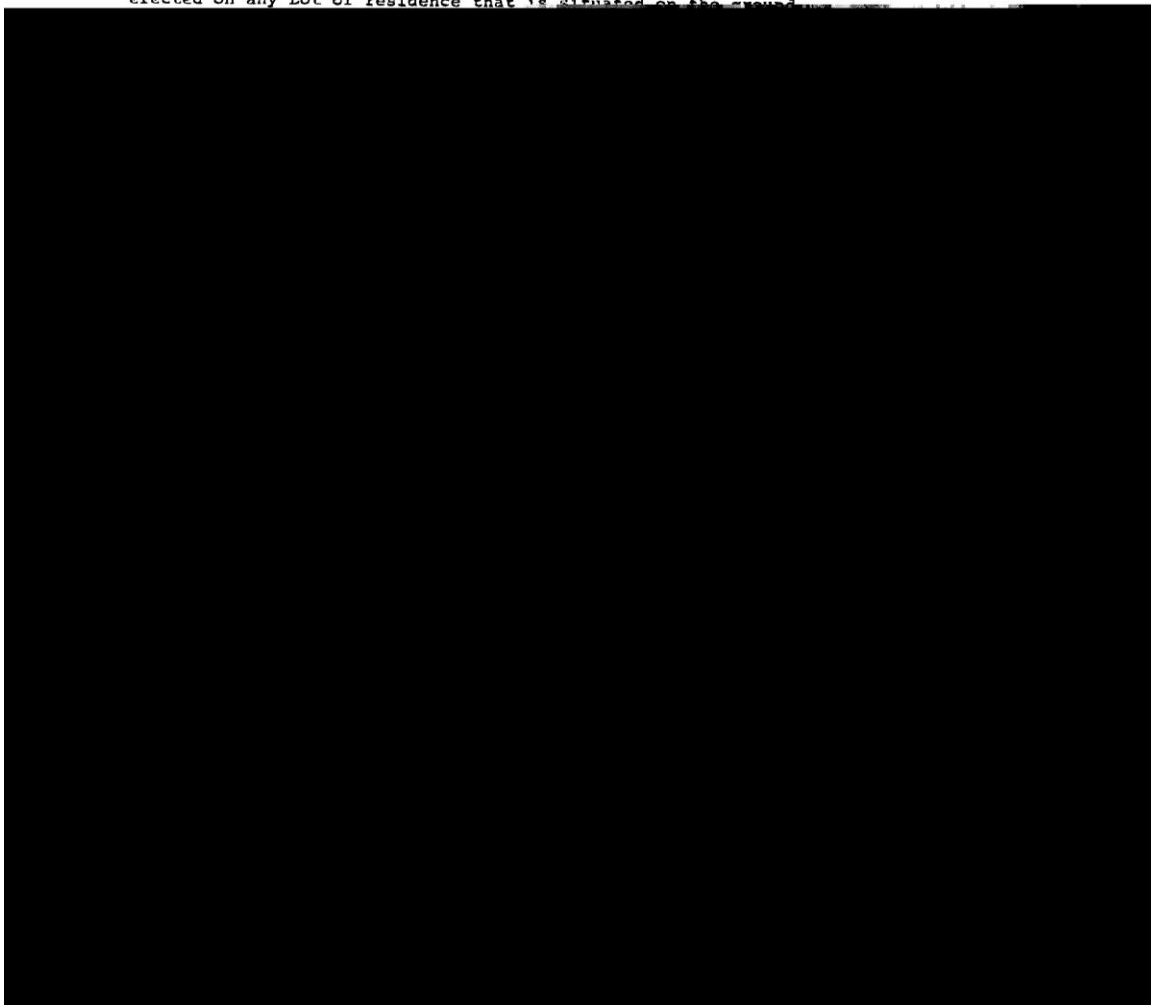
from any street within the Subdivision at any time



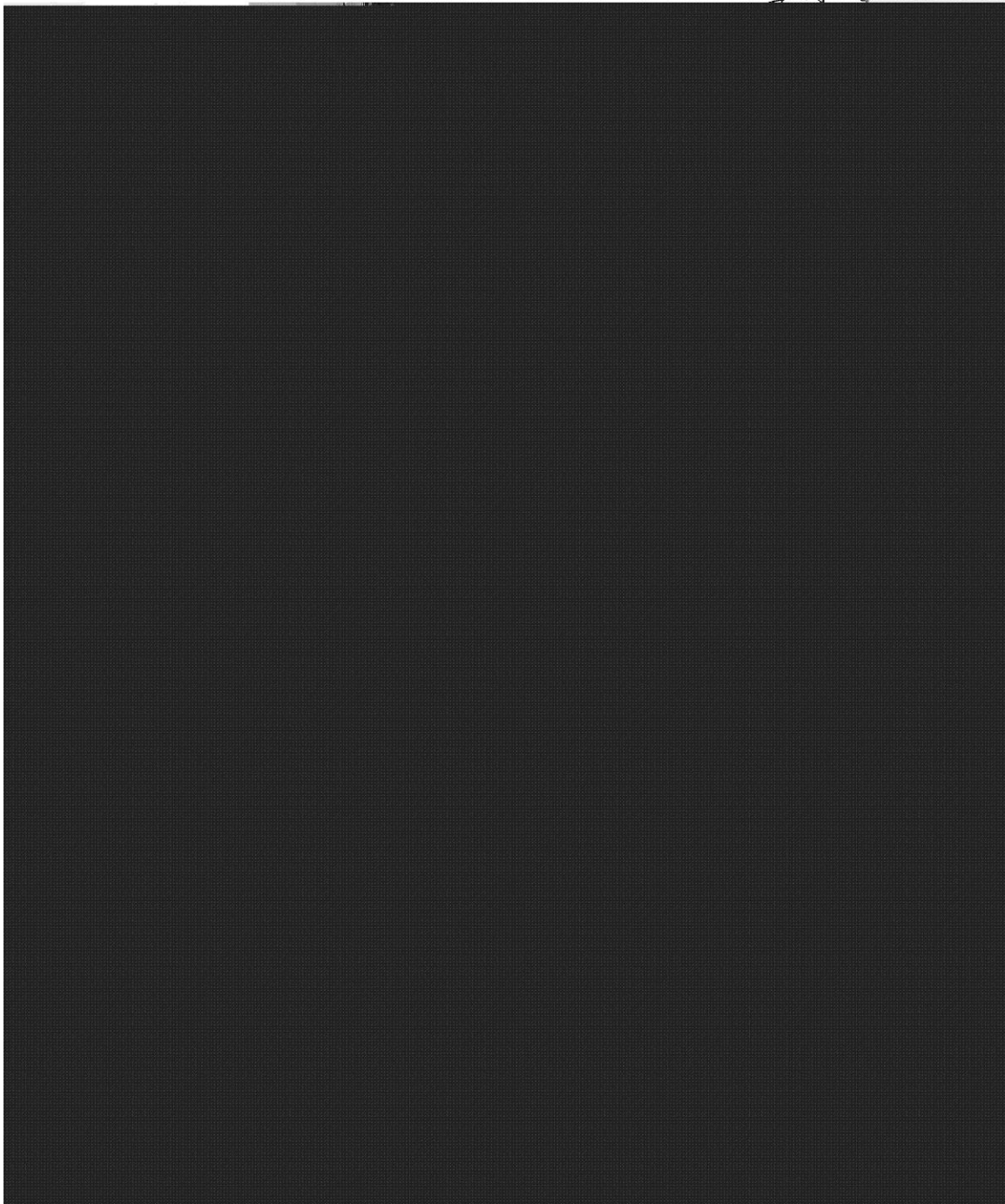
478

measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

(16) No radio station or shortwave operators of any kind shall operate from any Lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any Lot or residence that is situated on the ground



508



698

structures, but they must have a factory applied bronze or black enamel finish.

(28) The primary exterior siding material used on the front elevation of the structure shall be used on all side and rear elevations of the structure.

(29) All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.

(30) No bizarre or exotic ornamentation of either house or landscaping will be allowed.

(31) Firing of guns of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this Lot is a part, except in areas specifically reserved for that purpose, if any.

(32) All wood siding on homes shall be installed with galvanized, aluminum nails or equivalent.

(33) Any brick that is used on the homes must blend with the siding and natural surroundings.

(34) All landscaping within the road right-of-way and in the front utility easement shall be left or restored to natural state. If it becomes necessary to use this area for a septic system, then such use does not cancel this requirement.

(35) No building shall be located on any Lot nearer to the front lot line than 50 feet. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of a particular Lot, these setback lines may be changed by written consent of seventy-five per cent (75%) of the owners of each lot in the Subdivision.

(36) No single Lot may be subdivided by a purchaser so as to create two (2) or more building Lots from the original.

798

(37) No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the mainlevel, this area to be increased by 25% for split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.

(38) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(39) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument 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 way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

(40) Each owner of each lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners

808

of each lot agree thereto in writing.

The assessment on each lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five per cent (75%) of the owners of each lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the lot owners may determine.

(41) The Declarants reserve and easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded as aforesaid in the said Clerks Office in Plat Book 1 at page 154) between lot 12 and lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owners of all or any portion of said 15.33 acre tract to use all roads in the Subdivision.

(42) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy-five per cent (75%) of the owners of each lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County Virginia.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

By Alexander C. Rhudy (SEAL)  
ALEXANDER C. RHUDY

By Diann E. Rhudy (SEAL)  
DIANN E. RHUDY