

**TOWN OF WINDSOR**  
P. O. Box 307  
Windsor, Virginia 23487

Phone 757-242-4288 Fax 757-242-9039 E-Mail [windsor@windsor-va.gov](mailto:windsor@windsor-va.gov)

**PLANNING COMMISSION MEETING AGENDA**  
**February 26, 2020**  
**7:00 p.m.**

1. Call to Order
  - a) Welcome
  - b) Roll Call
2. Public Comments
3. Approval of the Minutes of the January 22, 2020 Planning Commission Meeting (1)
4. Public Hearing  
None
5. Capital Improvements Plan (CIP) and Draft Budget Calendar (2)
6. Town Attorney's Report
7. Economic Development Authority (EDA)
8. Old or Unfinished Business
  - a) Update - Barn on Bank St. & Holland Meadows HOA (3)
9. New Business
10. Next Regular Meeting - March 25, 2020
11. Motion to Adjourn

**MINUTES OF THE PLANNING COMMISSION – WINDSOR, VIRGINIA**

The Planning Commission met on Wednesday, January 22, 2020 at 7:00 p.m. in the Town of Windsor Council Chamber. Chairman Marshall called the meeting to order and welcomed all who were present. Terry Whitehead, Town Clerk, recorded the minutes. Ben Sullivan, Planning & Zoning Administrator, and Fred Taylor, Town Attorney, were present. Mrs. Whitehead called the roll.

Planning Commission members present: Leonard L. Marshall, Chairman  
George Stubbs, Vice Chairman  
Devon Hewitt  
Dale Scott  
Jesse Taylor  
Ricky Vaughan  
Larissa Williams

Chairman Marshall welcomed Ricky Vaughan to the Planning Commission. He explained that Mr. Vaughan was appointed by Town Council to replace Ed Lynch who resigned at the end of 2019.

**MINUTES**

Chairman Marshall asked if there were any amendments or comments regarding the minutes of the October 23, 2019 regular Planning Commission meeting.

Commissioner Hewitt asked if Mr. Sullivan had information, as discussed at the last meeting, regarding whether Phase 1 of Holland Meadows has the same HOA provision pertaining to drainage easements as Phase 2. Mr. Sullivan said he does not have this information at this time. He said he will follow-up and present information regarding this issue at the February 26, 2020 meeting.

Commissioner Scott made a motion to approve the minutes as presented. Vice Chairman Stubbs seconded the motion, and the Commission unanimously passed the motion as recorded on the attached chart as motion #1.

**PUBLIC HEARING**

Chairman Marshall said there is a public hearing tonight to consider a conditional use permit for Reba's Gaming Parlor; an electronic gaming establishment. He asked Mr. Sullivan to give a summary.

Mr. Sullivan stated that the applicant, Mr. Tony Blackley, has submitted an application requesting to convert the former Anna's Ristorante Italiano & Pizzeria, located at 15 E. Windsor Blvd., into Reba's Gaming Parlor. He explained that this establishment would offer pay-to-play electronic gaming machines with cash payouts for those who win.

Mr. Sullivan reported that such an establishment can bring additional revenue and new employment opportunities. He said Windsor may see an increase in crimes related to gambling, such as robberies and counterfeiting. He said there may be increased traffic along Route 460 and increases in bankruptcies and divorce rates. Mr. Sullivan said no alcohol will be served at the premise, and security personnel will be provided.

Chairman Marshall asked if the public hearing has been properly advertised. Mr. Taylor confirmed that the public hearing has been properly advertised.

Chairman Marshall opened the public hearing. He asked for any persons wishing to speak in favor of the conditional use permit for Reba's Gaming Parlor to come forward at this time. No one came forward to speak in favor.

Chairman Marshall asked for any persons wishing to speak in opposition of the conditional use permit for Reba's Gaming Parlor to come forward.

Katherine Queen, 61 E. Windsor Blvd., said she is present to speak in opposition of the proposed conditional use permit for Reba's Gaming Parlor. She said under state law, there are three elements to gambling, which are a bet, a chance, and prizes. She said these establishments take money and generate prizes, but they will argue that they have replaced the element of chance, which is illegal, with the element of skill.

Mrs. Queen said after her research, she found that the games never serve up jackpots, instead they serve up "near" jackpots noting that one symbol off from a win is a win. She explained that the skill in question is the player's ability to recognize this and press a second button to complete the pattern with a time limit. She said her research showed that it was neither luck nor skill because most of the machines are programmed. She said the owners can program the machines to pay out whatever they choose.

Mrs. Queen said the games operate only in cash and customers have no idea what the odds of winning are. She said research shows that initial payouts may be set at approximately 80% in order to get customers hooked, and then the payouts are lowered to approximately 70% which generates a 30% profit per machine for the business. She added that sometimes these businesses are not taxed, and there are very few regulations.

Mrs. Queen said these establishments undercut the public purposes of state sanctioned games such as the state lottery which helps fund education. She said it is going to hurt small nonprofit games such as Ruritan bingo or organizations organizing raffles for fundraising.

Mrs. Queen said these gaming establishments prey on our youth. Research shows that youth are four times more likely to become addicted to gambling based on studies regarding brain development.

She said senior citizens are also a major target market group for these gaming parlors. She said they are more vulnerable to changes and losses in their lives, and they use gambling for excitement and to fill a void from reality. She said they are on a fixed income and cannot afford to gamble their money away. She said it also increases credit card debt for youth and senior citizens.

Mrs. Queen discussed the impact on society at large stating that gambling problems are not what Psychologists call single trial learning. She explained that research shows that it takes several years for someone who constantly gambles to become addicted. She said it will take several years to know the impact this establishment may have to our community, and then it will be too late. She noted that crime will also most certainly be increased with this type of establishment.

Mrs. Queen said it is her hope that the Planning Commission will vote no tonight for the conditional use permit for Reba's Gaming Parlor so that we will never have to see the impact it may cause on our youth, senior citizens, and the entire community. She said gambling is a hidden addiction and a family disease because the entire family suffers.

Chief Riddle said he has spent several days speaking with his counterparts in law enforcement and prosecutors regarding the impact these establishments have had on their communities. He said there has been a series of armed robberies in the City of Portsmouth relating to gaming establishments. He said a security officer was shot in the leg during one of the robberies, and \$35,000 in cash was stolen from the gaming parlor, but the owners only reported \$2,800 being stolen. He noted that most of these gaming parlors do not have business licenses; therefore, the city isn't even aware that these establishments are in operation.

Chief Riddle reported that a gaming parlor in the City of Franklin was robbed in December, 2019. He said most of these establishments operate from 6:00 a.m. to 2:00 a.m. He said the application for Reba's Gaming Parlor states that there will be security, but he is not sure if they will be licensed and trained security personnel. Chief Riddle said there has not been an armed robbery in the Town of Windsor in eight years, and he would like to keep it that way.

Chief Riddle continued to discuss a pending gaming case in Isle of Wight County. He said the machines were seized and an investigator was able to examine the software which showed when and how much the machine would pay out each day. He said this could be determined as subject to manipulation of an owner. He said this case has not gone forward at this time.

Chief Riddle said he consulted with Georgette Phillips, the Isle of Wight County Commonwealth's Attorney, and it was agreed that his department will be checking the machines that are already in gas stations within Town to identify whether they are in violation of the code. He said if the machines are in violation, he will be sending a letter requesting that the business cease and desist; otherwise, prosecution will be forthcoming.

Chairman Marshall closed the public hearing. He said it is now open for discussion among the Commissioners.

Commissioner Hewitt expressed his concerns with the applicants not showing up to answer questions. He said he had several questions that needed to be answered before making his decision. He said if they don't have the courtesy to show up to answer questions, then that's a red flag to him.

Commissioner Taylor said that 75% to 80% of the comments on the Windsor Weekly social media post opposed the gaming establishment due to concerns regarding increased crime. He said he also has questions for the applicant regarding revenue, hours of operation, and regulations.

Mr. Sullivan said the Town would receive an initial business license fee of \$100. for a new business, and going forward, the license fee would be \$0.25 per \$100 of gross receipts.

Commissioner Williams said she likes the idea of a new business locating in the Town of Windsor, and she questioned whether Reba's Gaming Parlor would actually be any more likely to be robbed than any other business in Town. She also questioned how it would be financially beneficial to the Town when there is no way to monitor their gross receipts for it to be taxed properly due to cash transactions. Commissioner Williams expressed her concerns with the applicants not being present at the public hearing to represent their business and answer questions.

Commissioner Stubbs asked Mr. Taylor to brief the Commission on the status of the "gaming" bills in the General Assembly.

Mr. Taylor said there are currently six bills pending in the General Assembly that would close the "games of skills" loophole. He said some bills have proposed including "games of skill" in Virginia's definition of illegal gambling, while others have proposed tasking the Virginia Lottery Commission with taxing and regulating the computerized gambling industry. Mr. Taylor explained that we will know by March 7, 2020 if the General Assembly has passed legislation making "games of skill" illegal. He explained that the Governor may not have legislation passed at that time, but we will have knowledge of what the General Assembly has passed regarding this issue.

Commissioner Scott said he viewed this as an opportunity to fill a vacant building and have a new business in Town. He said he was looking forward to asking questions of the applicant; however, it creates reservations when they are not available to support their proposal. He said he has received too little information to make a decision regarding this request.

Commissioner Vaughan stated that whether the state makes gaming parlors legal or illegal, we need to determine if this is the type business that the citizens want or need to be located in the Town of Windsor.

After further discussion, Commissioner Hewitt made a motion to forward the conditional use permit for Reba's Gaming Parlor to Council with an unfavorable recommendation. Commissioner Williams seconded the motion, and the Commission unanimously passed the motion as recorded on the attached chart as motion #2.

Chairman Marshall stated that there will be a public hearing regarding this issue at the March 10, 2020 Council meeting with an unfavorable recommendation from the Planning Commission.

#### **TOWN ATTORNEY'S REPORT**

None

#### **ECONOMIC DEVELOPMENT AUTHORITY - EDA**

Commissioner Scott reported that the EDA met on January 6, 2020. He said EDA continued to discuss revenue bonds and attracting new businesses to the Town of Windsor.

**OTHER REPORTS**

None

**OLD OR UNFINISHED BUSINESS**

Commissioner Hewitt asked if the barn collapsing at the home located on Bank Street, which was discussed at the January 22, 2020 meeting, was inspected to determine if it is possibly a violation due to safety issues. Mr. Sullivan said he did not have information regarding the barn located on Bank Street at this time. He said he will follow-up and present information regarding this issue at the February 26, 2020 meeting.

**NEW BUSINESS**

Vice Chairman Stubbs reported that Town Council has been participating in Strategic Planning Sessions to help manage and plan future growth for the Town of Windsor. He said during these sessions, a document titled "Windsor's Road Map to the Future" was developed with 16 key tasks/activities. He said a copy will be distributed to the Planning Commission for review and input. He added that a work session will be scheduled with Town Council, Planning Commission, and the EDA to discuss this document and strategic planning going forward.

Vice Chairman Stubbs also reported that the FY2020-2024 Capital Improvement Plan (CIP) will be submitted to Planning Commission at the February 26, 2020 meeting for review and input.

**ADJOURNMENT**

Chairman Marshall stated that the next Planning Commission meeting is scheduled for February 26, 2020.

There being no further business, Vice Chairman Stubbs made the motion to adjourn. Commissioner Williams seconded the motion, and the Commission unanimously approved the motion as recorded on the attached chart as motion #3.

The meeting adjourned at 7:50 p.m.

\_\_\_\_\_  
Leonard L. Marshall, Chairman

\_\_\_\_\_  
Terry Whitehead, Town Clerk

TOWN OF WINDSOR  
RECORD OF  
PLANNING COMMISSION VOTES

Commission Meeting Date January 22, 2020

Motion #	L. Marshall	G. Stubbs	L. Williams	J. Taylor	D. Hewitt	D. Scott	R. Vaughan
1	Y	Y	Y	Y	Y	Y	Y
2	Y	Y	Y	Y	Y	Y	Y
3	Y	Y	Y	Y	Y	Y	Y
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							

Jerry Whitehead, Clerk

2

# Town of Windsor

## Memorandum

February 26, 2020

**TO:** Planning Commission  
**FROM:** Michael Stallings, Town Manager MS  
**SUBJECT:** Capital Improvements Plan and Draft Budget Calendar

As you know, we are in the process of developing our operating budget proposal for Fiscal Year 2020-21 and the Capital Improvements Plan (CIP) for the five year period covered by Fiscal Year 2021 through 2025.

I am enclosing a copy of the adopted CIP for the five year period covered by Fiscal year 2020 through 2024 as well as a copy of the draft budget calendar.

As always, we are seeking input on the CIP from the Planning Commission. Please consider any items that should be considered for inclusion in the CIP.



**Capital Improvement Plan  
FY 2020-2024**

	<b>FY20</b>	<b>FY21 <i>Proposed</i></b>	<b>FY22 <i>Proposed</i></b>	<b>FY23 <i>Proposed</i></b>	<b>FY24 <i>Proposed</i></b>	<b>General Fund FY20</b>	<b>State Federal Funds</b>	<b>Other Sources</b>	<b>Fund Balance FY20</b>	<b>Five-year Total</b>
<b>General Fund</b>										
<b>General Operations</b>										
Town Center/Future Development & Space Needs	\$ 90,000	\$100,000	\$100,000	\$100,000	\$100,000	\$ 90,000				\$ 490,000
IT Upgrades	\$ 13,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 13,500				\$ 33,500
<b>Planning</b>										
GIS System Improvements		\$ 8,000				\$ 8,000				\$ 8,000
<b>Police</b>										
Outfitted Police Vehicles	\$ 34,000	\$ 34,000	\$ 60,000	\$ 65,000	\$ 65,000	\$ 34,000				\$ 258,000
Police Technology	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,500				\$ 22,500
<b>Public Works</b>										
Street lighting extension for new areas	\$ 1,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,500				\$ 9,500
Sidewalk Construction		\$ 10,000	\$ 20,000	\$ 60,000	\$ 60,000					\$ 150,000
Church Street/Shiloh Drive Sidewalks	\$547,000							\$304,000	\$243,000	\$ 547,000
Public Works Building		\$680,000							\$680,000	\$ 680,000
<b>Cemetery</b>										
Construction of Cemetery Parking Lot		\$ 35,000								\$ 35,000
<b>Total</b>	<b>\$688,500</b>	<b>\$879,000</b>	<b>\$192,000</b>	<b>\$237,000</b>	<b>\$237,000</b>	<b>\$ 149,500</b>	<b>\$ -</b>	<b>\$304,000</b>	<b>\$923,000</b>	<b>\$2,233,500</b>

**Capital Improvement Plan  
FY 2020-2024**

	<b>FY20</b>	<b>FY21 <i>Proposed</i></b>	<b>FY22 <i>Proposed</i></b>	<b>FY23 <i>Proposed</i></b>	<b>FY24 <i>Proposed</i></b>	<b>Water Fund FY20</b>	<b>Fund Balance FY20</b>	<b>Other Sources</b>	<b>Five-year Total</b>
<b>Water Fund</b>									
Water Mains/Service Line Replacement		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -			\$ 40,000
Upgrade water mains on Duke Street from 4" lines to 8" lines	\$ 150,000					\$ -	\$150,000		\$ 150,000
Install 3000 l.f. of 8" water main on Route 460 from the Burger King to the Town Limits				\$200,000		\$ -			\$ 200,000
Upgrade 4" water main on Holland Lane install fire hydrants, and relocate water meters			\$100,000			\$ -			\$ 100,000
Upgrade water mains on Virginia Avenue from 4" lines to 8" lines and relocate meters	\$ 150,000					\$ -	\$150,000		\$ 150,000
Upgrade and extend 4" water mains on Taylor Avenue install fire hydrants, and relocate from under Farm Bureau Building		\$100,000				\$ -			\$ 100,000
Install 4000 l.f. of 8" water main on Buckhorn Drive from South Court Street end to Town Limits					\$200,000	\$ -			\$ 200,000
Upgrade water mains on Randolph Drive from 4" to 8"			\$100,000			\$ -			\$ 100,000
Install 8" water main on Route 460 from N. Court Street to Watson Avenue					\$150,000	\$ -			\$ 150,000
Relocate 2" Water Main under Windsor Supply and Replace With 8" Line and extend on Route 460 to Amoco and adjacent Buildings				\$150,000		\$ -			\$ 150,000
Update Water Mapping and Masterplanning									\$ -
<b>Total</b>	<b>\$ 300,000</b>	<b>\$110,000</b>	<b>\$210,000</b>	<b>\$360,000</b>	<b>\$360,000</b>	<b>\$ -</b>	<b>\$300,000</b>	<b>\$ -</b>	<b>\$ 1,340,000</b>

## Draft Budget Calendar for 2020

<b>Date</b>	<b>Event</b>
January 28, 2020	Manager briefs Council on the year-to-date revenues and expenses. Presents final draft of the budget calendar
February 11, 2020	Manager discusses 19-20 revenue projections with Council
February 26, 2020	Planning Commission provides Manager its input on the CIP
March 2020	Manager working on the development of the draft 20-21 budget and CIP
April 2020	Council/Manager holds work session on the Manager's budget and CIP proposals
May 1, 2020	Manager submits (delivers) to Council his 20-21 budget and CIP proposals
May 12, 2020	Council discusses budget and CIP proposals
May 26, 2020	Council conducts necessary public hearings; after public hearings Council discusses budget and CIP Proposals
June 9, 2020	Council adopts budget and CIP

# TOWN OF WINDSOR

Town Elected Officials  
Glyn Willis – Mayor  
Durwood V. Scott – Vice Mayor  
Kelly Blankenship  
J. Randy Carr  
George Stubbs  
Walter Bernacki  
Greg Willis



Established 1902

Town Manager  
Michael R. Stallings, Jr.

Town Clerk  
Terry Whitehead

Town Treasurer  
Christy Newsome

Town Attorney  
Wallace Brittle, Jr.

## Memo

February 20, 2020

Barn on Bank Street- the site was reported to Isle of Wight building inspectors. Their report is attached.

Holland Meadow HOA- A single HOA for Holland Meadows was established in 2010. The submitted site plan states that the HOA is responsible for the BPM. The Articles of Incorporation, Offers & Directors, Declaration and Bylaws, and all Amendment to Declarations have been attached.

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE  
COVENANTS OF HOLLAND MEADOWS, PHASE ONE

THIS FIRST AMENDMENT TO DECLARATION, made this 6th of July, 2011, by Holland Meadows, Inc., a Virginia corporation, being referred to hereinafter as the "Declarant," Grantor.

WITNESSETH:

WHEREAS, the Declarant is the fee simple Owner of certain real property located in the Town of Windsor, County of Isle of Wight, Commonwealth of Virginia, which is shown on a certain plat(s) entitled "Re-Subdivision of HOLLAND MEADOWS, PHASE 1, T.P. 54-01-45, Town of Windsor, Virginia," dated 01/28/2010, made by ART-RAY CORP. Engineering and Surveying, which said plat(s) was duly recorded in the Clerk's Office of the County of Isle of Wight, Virginia February 2<sup>nd</sup>, 2010 as Instrument Number 2010-8 pages 1 thru 9; and

WHEREAS, the Declarant intends to develop the Lots shown on the aforementioned plat(s) as a residential community know as "HOLLAND MEADOWS," with open spaces and other common facilities for the benefit of said community, and to this purpose a Declaration, dated August 12, 2010, was created to declare and make known certain covenants, restrictions, and reservations to which the said residential community and its subsequent Lot Owners may be subject, which Declaration was recorded on September 20, 2010, in the aforesaid Clerk's Office as Instrument Number 10004196; and

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the real property hereinabove described shall be held, transferred, sold, conveyed and occupied subject to the aforementioned covenants, conditions and restrictions as previously recorded, and amendment(s) as hereinafter set forth.

Tax Map ID No(s): 54-01-45

Title Insurance Underwriter: Unknown to preparer.

Prepared By and Return to: Basnight, Kinser, Telfeyan, Leftwich @  
Nuckolls, P.C., 308 Cedar Lakes Drive, 2<sup>nd</sup> Floor, Chesapeake, VA  
23322, Telephone: (757) 547-1911, Facsimile: (757) 547-5735

ARTICE VI  
LAND USE CLASSIFICATIONS,  
PERMITTED USES AND RESTRICTIONS

**Section 6.01. Land Use Classifications**

d. Protective Screening and Fences. In order to retain the aesthetic qualities of the neighborhood, the following restriction relating to screen planting and fencing shall be enforced:

(1) All fences shall be approved by the Declarant or its designated agent *no less than fourteen (14) days* prior to construction. A site plan shall be submitted to Declarant with a scale drawing indicating fence location, materials and design. A fee of \$50.00 shall be included for each review, payable to "Holland Meadows, Inc." at 501 Baylor Court, Suite 100, Chesapeake, VA 23320

(2) Chain link and stockade style fences shall not be permitted. Wood fences from species other than cedar shall not be permitted.

(3) Fences must be installed by a Virginia licensed and insured contractor.

(4) Fences may not begin any closer than five (5') feet from the front of any home. The front of the home is defined as that portion of the home structure that is closest to the public street.

(5) No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

(6) Fence must comply with all requirements and ordinances of the Town of Windsor and County of Isle of Wight.

IN WITNESS WHEREOF, Holland Meadows, Inc., a Virginia corporation, has caused this instrument to be executed in its name by its authorized officer.

HOLLAND MEADOWS, INC.

A Virginia Corporation

By: [Signature]  
Name: Brian M. Clements  
Title: President

STATE OF VIRGINIA,

CITY OF CHESAPEAKE, to-wit:

The forgoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2011, by Brian Clements as President for Holland Meadows, Inc., a Virginia Corporation.

[Signature]  
Notary Public

TRACIE S. HOLCOMB  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #393301  
My Commission Expires 11/26/11

My commission expires: 11/26/11

[Signature] Holland Meadows

INSTRUMENT #110002811  
RECORDED IN THE CLERK'S OFFICE OF  
ISLE OF WIGHT COUNTY ON  
JULY 7, 2011 AT 09:10AM

SHARON N. JONES, CLERK  
RECORDED BY: DDS



SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF  
HOLLAND MEADOWS, PHASE ONE

THIS SECOND AMENDMENT TO DECLARATION, made this 16th of November, 2013, by Holland Meadows, Inc., a Virginia corporation, being referred to hereinafter as the "Declarant," Grantor.

WITNESSETH:

WHEREAS, the Declarant is the fee simple Owner of certain real property located in the Town of Windsor, County of Isle of Wight, Commonwealth of Virginia, which is shown on a certain plat(s) entitled "Re-Subdivision of HOLLAND MEADOWS, PHASE 1, T.P.54-01-45, Town of Windsor, Virginia," dated 01/28/2010, made by ART-RAY CORP. Engineering and Surveying, which said plat(s) was duly recorded Wight, Virginia February 2<sup>nd</sup>, 2010 as Instrument in the Clerk's Office of the County of Isle of Number 2010-8 pages 1 thru 9; and

WHEREAS, the Declarant intends to develop the Lots shown on the aforementioned plat(s) as a residential community know as "HOLLAND MEADOWS," with open spaces and other common facilities for the benefit of said community, and to this purpose a Declaration, dated August 12, 2010, was created to declare and make known certain covenants, restrictions, and reservations to which the said residential community and its subsequent Lot Owners may be subject, which Declaration was recorded on September 20, 2010, in the aforesaid Clerk's Office as Instrument Number 10004196 and amended by First Amendment to Declaration of Restrictive Covenants of Holland Meadows, Phase One, dated July 6, 2011 and recorded on July 7, 2011 in the aforesaid Clerk's Office as Instrument Number 112811; and

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the real property hereinabove described shall be held, transferred, sold, conveyed and occupied subject to the aforementioned covenants, conditions and restrictions as previously recorded, and amendment(s) as hereinafter set forth:

Tax Map ID No(s): See Attached

Title Insurance Underwriter: Unknown to preparer.

Prepared By: Basnight, Kinser, Telfeyan, Leftwich & Nuckolls, P.C.,  
308 Cedar Lakes Drive, 2<sup>nd</sup> Floor, Chesapeake, VA 23322, Telephone: (757) 547-9191,  
Facsimile: (757) 547-5735

Return to: Holland Meadows, Inc.  
501 Baylor Court, Suite 100, Chesapeake, VA 23320, Telephone (757) 410-8080,  
Facsimilie: (757) 410-8081



ARTICE VI  
LAND USE CLASSIFICATIONS,  
PERMITTED USES AND RESTRICTIONS

**Section 6.01. Land Use Classifications**

i. Review of Design Plans for Outbuildings, Fences, Pools, Other Structures: Application Fee. All plans and specifications for outbuildings, fences, pools and any other structure not part of the main home (including, but not limited to sheds, children's playhouses, treehouses, etc.) requires Declarant's and/or its successors's and assigns' written approval. Written plans and specifications, made to scale and accompanied by a survey of the Lot, shall be submitted to Declarant prior to construction. A \$50.00 review fee shall be included with any request, made payable to Holland Meadows, Inc., at 501 Baylor Court Suite 100, Chesapeake, VA 23322. Any plans and specifications and requests for approval submitted after commencement of construction shall include an additional check in the amount of \$100.00 made payable to Holland Meadows, Inc. If permitted, the outbuilding or other structure must, at a minimum, be constructed with the same exact material and color(s) as the primary dwelling and have an exterior that is made of the identical material and color as the primary dwelling. Prefabricated structures are prohibited. No outbuilding shall exceed 150 square feet in size. Detached garages shall be no larger than 30' x 36' with two 8' doors. Maximum roof height on detached garage is 8:12 pitch; plate height to be no higher than 9' 6". Building materials and roofing materials for any independent structure shall be of the exact type and color as employed on the home.

No Lot shall have more than one (1) outbuilding. All outbuildings must be located within the sight lines of the home's foundation when viewed from the street. Outbuildings (except detached garages) shall not be visible from the street when viewer is standing directly in front of the home. Outbuildings shall be at least five feet (5') from the rear lot line. Declarant retains the absolute right to reject any proposed outbuilding, structure, or fence for subjective or aesthetic reasons.

**Section 6.01. Land Use Classifications**

ii. Swimming Pools. All pools must be enclosed by an approved fence and may not be visible from the street. Design and location of swimming pools must be approved prior to construction by the Declarant pursuant to the procedures outlined in paragraph i above.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Holland Meadows, Inc., a Virginia corporation, has caused this instrument to be executed in its name by its authorized officer.

HOLLAND MEADOWS, INC., A Virginia Corporation

By: 

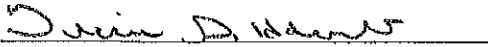
Name: Brian M. Clements

Title: President

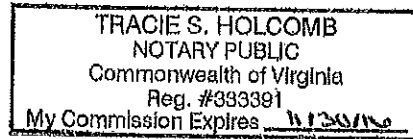
STATE OF VIRGINIA,

CITY OF CHESAPEAKE, to-wit:

The forgoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2013, by Brian M. Clements as President for Holland Meadows, Inc., a Virginia Corporation.



Notary Public



My commission expires: 11/20/16

EXHIBIT

Parcel ID Numbers:

54-13-001	54-13-032
54-13-002	54-13-033
54-13-003	54-13-034
54-13-004	54-13-035
54-13-005	54-13-036
54-13-006	54-13-037
54-13-007	54-13-038
54-13-008	54-13-039
54-13-009	54-13-040
54-13-010	54-13-046
54-13-011	54-13-047
54-13-012	54-13-048
54-13-013	54-13-049
54-13-014	54-13-050
54-13-015	54-13-051
54-13-016	54-13-052
54-13-017	54-13-053
54-13-018	54-13-067
54-13-019	54-13-072
54-13-020	54-13-073
54-13-021	54-13-074
54-13-022	54-13-075
54-13-023	54-13-076
54-13-024	54-13-077
54-13-025	54-13-078
54-13-026	54-13-079
54-13-027	54-13-080
54-13-028	54-13-081
54-13-029	54-13-082
54-13-030	54-13-105
54-13-031	

INSTRUMENT #130006079  
RECORDED IN THE CLERK'S OFFICE OF  
ISLE OF WIGHT COUNTY ON  
NOVEMBER 21, 2013 AT 01:57PM

SHARON N. JONES, CLERK  
RECORDED BY: DDS

*T. T. T. T.*

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, August 19, 2010*

*This is to certify that the certificate of incorporation of*

**HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.**

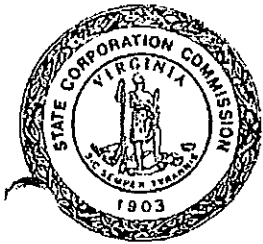
*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: August 19, 2010*



*State Corporation Commission*

*Attest:*

*Joel Heck*  
Clerk of the Commission



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

August 19, 2010

BRIAN M CLEMENTS  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION INC  
501 BAYLOR CT STE 100  
CHESAPEAKE, VA 23320

RECEIPT

RE: HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.

ID: 0726909 - 5

DCN: 10-08-18-0061

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is August 19, 2010.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

CORPRCPT  
NEWCD  
CIS0436

ARTICLES OF INCORPORATION  
OF  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, commonly referred to as the Virginia Non-Stock Corporation Act, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify as follows:

ARTICLE I

NAME AND LOCATION

The name of the corporation is to be HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns, hereinafter called the "Association.

ARTICLE II

PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance, preservation, operating and architectural control of certain real estate as described in Exhibit "A" and common areas that are part of the Homeowners Association's property (as defined in the Declaration hereinafter mentioned) to be provided for within that certain tract of property described in the Declaration of Covenants, Conditions, Restrictions and Easements (heretofore and hereinafter referred to as the "[Declaration]") any amendments thereto, recorded or to be recorded to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the Common Area, the Neighborhood Common Areas, entryway and storm water facility and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock

Corporation Act of the Commonwealth of Virginia may now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by providing management maintenance and care of the Common Areas and the Neighborhood Common Areas and other than by a rebate of excessive dues, fees and assessments) to the benefit of any private individual.

### ARTICLE III

#### DEFINITIONS

Section 3.1. "Common Area" and "Neighborhood Common Areas" as set forth herein shall mean all real property (including the improvements thereto) to be deeded to, owned by or used by the Association for the common use and enjoyment of the owners which includes any monumentation or signage and surrounding landscape, mechanical or irrigation improvements, identifying this neighborhood, notwithstanding the fact that said monument or sign is physically located on property owned by others.

Section 3.2. "Association" shall mean and refer to HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3.3. [Member] shall mean every owner of a lot in the subdivisions known as Holland MeadowsP.

Section 3.4. [Lot] shall mean any parcel of real property designated as a Lot on any recorded subdivision plat, with the exception of the Common Area, which has been subjected to the scheme of the Declaration.

Section 3.5. [Public Purchaser] shall mean any person or other legal entity, other than a developer, who becomes an Owner of any Lot within the Holland Meadows subdivision.

Section 3.6. [Owner] shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same as merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, [Owner] shall not include one who has merely contracted to purchase any property nor shall [Owner] include a lessee or tenant of a Single Family Residence.

Section 3.7. [Single Family Residence] shall refer to a structure containing a dwelling unit located on a separate Lot.

Section 3.8. [Parcel] shall mean any portion of the Properties subdivided from the residue thereof.

Section 3.9. [Properties] shall mean and refer to that certain real property as may hereafter be brought within the scheme of the Declaration and the jurisdiction of the Association.

Section 3.10. [Storm Water Facility] shall mean and refer to the dam and overflow pipe that drains any lake.

#### ARTICLE IV

##### PRINCIPAL OFFICE

The principal office of the Association is located at a place designated by the members of the Association. It shall not be necessary to amend these Articles when such principal office changes.

#### ARTICLE V

##### REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association which is located in the City of Chesapeake is 308 Cedar Lakes Drive, Chesapeake, Virginia 23322. The name of the initial registered agent of the Association is Basnight, Kinser, Telfeyan, Leftwich & Nuckolls, P.C., a domestic stock corporation authorized to transact business in the Commonwealth of Virginia, whose business office is identical with the registered office of the corporation.

#### ARTICLE VI



## MEMBERSHIP

Section 6.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot. Upon the recordation of the deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

a. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

b. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

c. Amendment of the Articles of Incorporation requires the approval of at least 2/3 vote of the lot owners.

d. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, require prior approval of HUD/VA.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 7.1 Number. Except as provided below, the number of directors shall be fixed in accordance with the Bylaws, or in the absence of such a bylaw shall be three (4).

The number of directors constituting the Initial Board of Directors shall be three (4), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

Name

Address

Brian M. Clements

501 Baylor Court, Suite 100, Chesapeake, VA 23320

William B. Cross

321 Great Bridge Blvd., Chesapeake, VA 23320

Arthur D. Cross

321 Great Bridge Blvd., Chesapeake, VA 23320

William H. Blankenship

321 Great Bridge Blvd., Chesapeake, VA 23320

**Section 7.2. Election of Directors.**

(a) Within eighteen (18) months of date, the Board of Directors shall call a special meeting of Members at which meeting all initial directors shall resign and the Owners shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) A director shall be elected at the first meeting of the Association and at each annual meeting thereafter. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Directors shall serve until the next annual meeting following their election. Elections shall be by oral ballot of the Members unless any Member requests a written ballot, in which event elections shall be by written ballot. Votes may be cast by proxy as provided in the bylaws.

(c) At any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) day's notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(d) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors. Each person so selected shall serve the unexpired portion of the term of the director being replaced.

## ARTICLE VIII

### LIMIT ON LIABILITY AND INDEMNIFICATION

Section 8.1. Limit on Liability. In every instance in which the Virginia Non-Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members or of the directors or officers of a "community associates" (as defined in the Virginia Non-Stock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

Section 8.2. Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association or of any other legal entity controlled by the Association, against all liability (including, without limitation, liabilities resulting from activities performed and decisions made on behalf of the Association) and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by and of the persons named above upon receipt of an undertaking from him or her to repay the same if it is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 8.2.

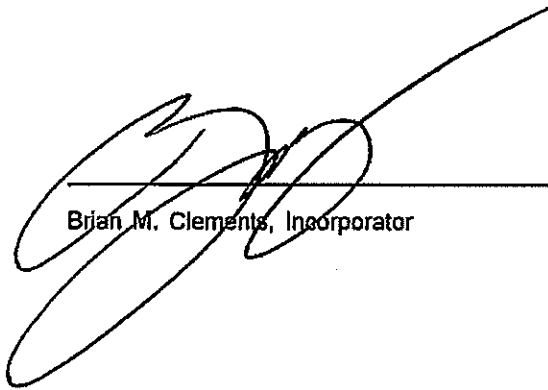
Section 8.2. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or other. No person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

## ARTICLE IX

AMENDMENT

These Articles of Incorporation may be amended pursuant to Va. Code Ann. Section 13.1-886 and with the approval of the Members.

DATED this 11th day of August, 2010.



\_\_\_\_\_

Brian M. Clements, Incorporator

DECLARATION OF RESTRICTIVE COVENANTS OF  
HOLLAND MEADOWS, PHASE ONE

THIS DECLARATION, made this 12<sup>th</sup> day of August, 2010, by  
HOLLAND MEADOWS , a Virginia Corporation, being referred to hereinafter  
as the "Declarant," Grantor.

WITNESSETH:

WHEREAS, the Declarant is the fee simple Owner of certain real property located in  
the Town of Windsor, Commonwealth of Virginia, which is shown on a certain plat(s)  
entitled "Re-Subdivision of HOLLAND MEADOWS, PHASE 1, T.P.54-01-45, Town of  
Windsor, Virginia," dated 01/28/2010, made by ART-RAY CORP. Engineering and  
Surveying, which said plat(s) was duly recorded in the Clerk's Office of the County of  
Isle of Wight, Virginia February 2<sup>nd</sup>, 2010 as Instrument Number 2010-8 pages 1 thru 9;  
and

WHEREAS, the Declarant intends to develop the Lots shown on the  
aforementioned plat(s) as a residential community known as "HOLLAND MEADOWS"  
with open spaces and other common facilities for the benefit of said community, and it is  
the purpose of this Declaration to declare and make known certain covenants, restrictions,  
and reservations to which the said residential community and its subsequent Lot  
Owners may be subject; and

WHEREAS, the Declarant has deemed it desirable to create an agency to  
which should be delegated the powers of maintaining and administering the community property  
and facilities, and administering the covenants and restrictions, and collecting and disbursing  
the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated HOLLAND MEADOWS  
HOMEOWNERS ASSOCIATION, INC., under the Nonstock Corporation  
Law of the Commonwealth of Virginia for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the  
real property described in Section 2.01 hereof, is and shall  
be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and  
restrictions hereinafter set forth.

**Tax Map ID No(s):** 54-01-45

Title Insurance Underwriter: Unknown to preparer.

Prepared by and return to: Basnight, Kinser, Telfeyan, Leftwich @ Nuckolls, P.C., 308  
Cedar Lakes Drive, 2<sup>nd</sup> Floor, Chesapeake, VA 23322, Telephone: (757) 5479191,  
Facsimile: (757) 547-5735.

ARTICLE I  
DEFINITIONS

**Section 1.01. Definitions.** The following words, phrases, or terms, when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "Association" shall mean and refer to the HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- B. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.
- C. "Declaration" shall mean and refer to this document of Covenants, Conditions, and Restrictions as it may from time to time be supplemented, extended, or amended in the manner provided for herein.
- D. "Lot" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Windsor, or (ii) shown as a separate lot upon any recorded or filed subdivision map.
- E. "Declarant" shall mean and refer to HOLLAND MEADOWS, INC., its successors and assigns.
- F. "Developer" shall mean a builder, contractor, investor or other person or entity who purchases an undeveloped lot for the purpose of constructing improvements thereon for resale to a public purchaser.
- G. "Member" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III of this Declaration.
- H. "Owner(s)" shall mean and refer to the record Owner, whether one or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase a single-family residence. For the purpose of enforcement of the rules and regulations of the

Association, including but not limited to this Declaration and the Bylaws, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

I. "Property" shall mean and refer to all properties as are subject to this Declaration.

J. "Public Purchaser" shall mean any person or other legal entity who becomes an owner of any Lot within Holland Meadows.

K. "Single-Family Residence" shall refer to a structure containing a dwelling located on a separate Lot where the individual dwelling is attached to a boundary line.

L. "Subdivision Plat" shall mean a recorded plat covering any or all the property referred to in this Declaration or annexed thereto.

M. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

**Section 2.01. Property.** The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Windsor, Commonwealth of Virginia, all of which property shall be hereinafter referred to as the "Property." (The legal description of the Property is attached hereto as Exhibit A.)

## ARTICLE III THE ASSOCIATION STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

**Section 3.01. Formation of the Association.** Pursuant to the Nonstock Corporation Law of Virginia, the Declarant has formed Holland Meadows Homeowners Association (the "Association"), to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, and duties and functions as are set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Articles of Incorporation, the Association shall have all the powers and be subject to the limitations of a nonstock corporation as contained in the Virginia Nonstock Corporation Law as the same may

be amended from time to time.

**Section 3.02. Membership.** The Association shall have as Members only Owners and the Declarant. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Declarant" as found in Article I of this Declaration.

The Association shall have one (1) class of voting membership with an equal vote per Member.

Notwithstanding the foregoing, the Declarant membership shall permanently terminate after eight (8) years from the date of the recording of this Declaration and shall not thereafter be reactivated.

Upon the termination of the Declarant membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of public record, particularly as they may have been required and/or approved by public agencies except with the assent of such principal parties including the Declarant, the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), and the Town of Windsor and County of Isle of Wight, Virginia.

**Section 3.03. Voting; Mortgagee's Control of Votes.** Each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned in any portion of the Property covered by this Declaration. There are 61 Lots on the property initially covered by this Declaration. Accordingly, there shall initially be 61 votes in the Association. Notwithstanding anything to the contrary which may be contained in this Declaration, if a mortgage lender whose name appears on the records of the Association (i) holds a mortgage on a Lot which prohibits the mortgagor from voting contrary to the interest of the mortgagee, and (ii) notifies the Association prior to the date or initial date of canvass on the vote to be taken of its position on the matter being voted upon, a vote of the Lot Owner contrary to the position of such mortgage lender shall not be counted in such canvass.

**Section 3.04. Interest in More Than One Lot.** If any person or entity owns or holds more than one Lot, such Owner shall be entitled to the appropriate number of votes for each Lot.

**Section 3.05. Lots Owned or Held by More than One Person or by a Corporation.** When any Lot is owned or held by more than one person as tenants by the entirety, in joint or in common ownership or interest, such Owners shall collectively be entitled to only that number of votes prescribed therein for such Lot and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.



In the case of a corporate Owner, votes may be cast by an appropriate officer of such corporation.

**Section 3.06. Holder of Security Interest Not a Member.** Any person or entity holding an interest in a Lot merely as security for the performance of an obligation shall not be a Member.

**Section 3.07. Assigning Right to Vote.** Subject to the consent of not less than two-thirds (2/3) of all Lot Owners other than the Declarant (except for a transfer to a wholly-owned subsidiary of the Declarant) and the filing of an amendment to the offering plan pursuant to which the Declarant has offered interests in the Association, the Declarant may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee of such membership may make successive like assignments.

Any other Owner shall be entitled to assign his/her right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the Bylaws of the Association. The Bylaws may require that the assignment specify the meeting or issue to which the assignment applies.

**Section 3.08. Meeting and Voting Regulations.** The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association and the Nonstock Corporation Law of the Commonwealth of Virginia as it may deem advisable for an meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors or votes, registration of Members for voting purposes, the establishment of extended canvass periods for voting and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

**Section 3.09. Selection of Directors.** The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the Bylaws of the Association.

**Section 3.10. Powers and Duties of Directors.** The powers and duties of the Board of Directors shall be as set forth in the Bylaws of the Association.

**Section 3.11. Indemnification of Officers and Directors.** Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer at the time such

**Section 3.12. Declarant's Written Consent Necessary for Certain Actions Taken by Board of Directors.** Notwithstanding anything to the contrary contained in this

Declaration, so long as the Declarant or its successor owns or has under construction on lands described in Exhibit A to this Declaration (whether or not covered by this Declaration) Lots equal in number to 2% or more of the number of Lots to which title has been transferred to purchasers for occupancy, but in no event more than five (5) years from the date of recording of the Declaration, the Board of Directors may not, without the Declarant's written consent (i) except for necessary repairs or any repairs required by law, make any addition, alteration, or improvement to the Association Property; (ii) assess any amount for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of any amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the relevant phase or phases of the development; (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity of quality of services or maintenance; (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the Property. Until five (5) years from the date of recording of this Declaration, if the Declarant owns or has under construction on lands described in Exhibit A to this Declaration (whether or not such lands are then subject to this Declaration) Lots equal in number to 2% or more of the number of Lots to which title has been transferred to purchasers for occupancy, this Declaration shall not be amended without the written consent of the Declarant.

#### ARTICLE IV PROPERTY RIGHTS AND EASEMENTS

**Section 4.01. Dedication of Association Property.** The Declarant intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tract(s) of land within the Property for the use and enjoyment of the Members. Said tract(s) of land conveyed to the Association shall hereinafter be referred to as "Common Area." The Association must accept any such conveyance made by the Declarant provided such conveyance is made without consideration.

**Section 4.02. Right and Easement of Enjoyment in Association Property.** Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject however, to the rights of the Association as set forth in Section 4.03 herein and the rights of the Declarant as set forth in Section 4.04 herein. Such easements shall be appurtenant to and shall pass with the interests of an Owner, as defined in Article I, Section 1.01 hereof.

**Section 4.03. Rights of Association.** With respect to the Association Property owned, and in accordance with the Articles of Incorporation and Bylaws of the Association, the Association shall have the right to:

a. Promulgate rules and regulations relating to the use, operation and maintenance of Association Property for the safety and convenience of the users thereof, or to enhance the preservation of such facilities or which, in the discretion of the Association, shall serve to promote the best interests of the Members;

b. Grant easements or rights-of-way to any public or private utility corporation, governmental agency, or political subdivision, with or without consideration;

c. Dedicate, sell, transfer, abandon, partition, or encumber (except for transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Members) all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of all Lot Owners, other than the Declarant, who shall vote by written ballot which shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association not less than thirty (30) days nor more than fifty (50) days in advance of the date or initial date of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed conveyance that they are opposed to such conveyance, which opposition must not be unreasonable.

**Section 4.04. Rights of Declarant.** With respect to Association Property, the Declarant shall have the right, until the completion of the construction, marketing and sale of all dwelling units to be constructed on lands described in Exhibit A to this Declaration to:

a. Grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service any Property subject to this Declaration;

b. Use the Association Property for ingress and egress to those portions of the Property as described in Section 2.01 of this Declaration;

c. Grant to itself or to others such easements and rights-of-way as may be reasonably needed for the orderly development of the Property. Declarant expressly reserves to itself, or its assigns, an easement along and adjacent to all side and rear lines as well as front lines of all Lots for the installation and/or maintenance of drainage and utility facilities, including but not limited to electric cables, poles, wires, fixtures, circuitry, etc. for electric and telephone service, and for the purpose of audio and video transmissions.

The easements, rights-of-way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon and for the benefit of the Association, the Declarant and its successors and assigns. With respect to its exercise of the above rights, the Declarant agrees (i) to repair any damages resulting within a reasonable time after the completion of development or when such rights are no longer needed, whichever first occurs, and (ii) until development has been completed, to hold the Association harmless from all liabilities which

are a direct result of the Declarant's exercise of its rights hereunder. This Section shall not be amended without the written consent of the Declarant.

The Declarant has the absolute right to establish the Association's initial budget, establish dues, and capital reimbursement fees.

**Section 4.05. Maintenance of Association Facilities.** In order to preserve and enhance the property values and amenities of the Property, the Association shall at all times maintain the facilities in good repair and condition and shall operate such facilities in accordance with high standards.

**Section 4.06. Right of Association to Contract Duties and Functions.** The Association may contract with any person, corporation, firm, trust company, bank or other entity for the performance of its various duties and functions.

Any decision to discontinue independent professional management of certain Association duties and functions and establish self-management therefor shall require the prior written consent of 67% of all Lot Owners, written notice of which proposed decision shall be sent to all Lot Owners and to all lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon. No such decision shall be made if lending institutions which together are first mortgagees of 33-1/3% or more of the Lots advise the Association in writing prior to the date set for voting on the proposed change that they are opposed to such change, which opposition shall not be unreasonable.

**Section 4.07. Environmental Considerations.** In carrying out its responsibilities in enforcing the provisions of this Declaration, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof.

**Section 4.08. Distribution of Condemnation Awards.** In the event all or part of the Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors of the Association shall arrange for the repair and restoration of such Association Property and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors shall elect not to repair or restore the Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds, in accordance with Article VIII of this Declaration.

The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Lots whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of the Commonwealth of Virginia.

ARTICLE V  
ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

**Section 5.01. Imposition, Personal Obligation, Lien.** Each Lot Owner, excluding the Declarant, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges for the maintenance and operation of Association Property and the green areas and BMP structures located within the bounds of Holland Meadows; and
- b. Special assessments for capital improvements ("Special Assessments"), together hereinafter being referred to as "Assessments."

The Assessments shall be fixed, established, and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due.

**Section 5.02. Purpose of Maintenance Assessment.** The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare of the Members of the Association, including but not limited to, the payment of taxes on Association Property, any utility services to the Property which are commonly metered or billed, all casualty, liability and other insurance covering the Property, and the Association's officers, directors, Members and employees obtained pursuant to Article VIII of this Declaration, for the maintenance, repair and replacement of all facilities commonly servicing the Members, whether on or off the Lots, such as landscaped areas and management. The amount of any reserves shall be not less than the reasonable requirements of existing or proposed lenders, holders, and insurers of first mortgages of the Lots.

**Section 5.03. Date of Commencement and Notice of Assessments and Changes in Annual Assessments.** The Assessments provided for herein shall commence on the day on which the first Lot is conveyed or on such date thereafter as determined by the Declarant. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Lot at least thirty (30) days in advance of the beginning of each fiscal year. The Assessments shall be due and payable quarterly unless the

Board of Directors establishes other periods for payment. Separate due dates may be established by the Board for partial annual Assessments as long as said Assessments are established at least thirty (30) days before due. Written notice of the annual Assessments shall be sent to every Owner subject thereto. Declarant shall not be required to pay dues during its term of ownership.

**Section 5.04. Assessments for Specific Lots.** Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments and Special Assessments. However, Declarant shall not be subject to, or liable for, any payment of full Maintenance Assessment and Special Assessments at any time.

**Section 5.05. Basis for Maintenance Assessment.** Subject to Section 5.04 above, the annual Maintenance Assessment shall be the same for all Lots subject to this Declaration so that the number of Assessed Lots divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained) shall determine the annual Maintenance Assessment for each Lot.

**Section 5.06. Change in Basis of Assessments.** The Association may change the basis of determining the Maintenance Assessment by obtaining the written consent of not less than two-thirds (2/3) of the total votes of all Lot Owners, including the Declarant, voting in person or by proxy, written notice of which change shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon, except that: (i) until eight (8) years from the date of recording this Declaration, if the Declarant owns or has under construction on the Property (whether or not such lands are then subject to this Declaration) Lots equal in number to 2% or more of the number of all Lots to which title has been transferred to purchasers for occupancy, any change in the basis of Assessment which adversely affects a substantial interest or right of the Declarant with respect to unsold Lots shall require the specific consent of the Declarant in writing, which consent shall not be unreasonably withheld; and (ii) no such change shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. A written certification of any such change shall be executed by the Board of Directors and recorded in the Office of the Clerk of the Court.

Any change in the basis of Assessments shall be equitable and nondiscriminatory.

**Section 5.07. Special Assessments for Capital Improvements.** In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying in whole or in part, the cost of any capital improvements, including without limitation, the construction, reconstruction or replacement of, or repair of a capital nature to, the Association

Property or to any Property on the Lots which the Association has the responsibility to maintain, including the necessary fixtures and personal property related thereto, provided that for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least thirty (30) days in advance, setting forth the purpose of the meeting. The Association shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Owner thereof in writing at least thirty (30) days prior to the first such due date.

**Section 5.08. Non-Payment of Assessment.** If an Annual Assessment, or installment thereof, is not paid on the due date, established pursuant to Section 5.03 hereof, then the balance of the annual assessment shall be deemed delinquent. Any delinquent assessment payment, together with such interest thereon, accelerated future installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge of charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof, provided such late charges are equitable and uniformly applied.

If the Assessment or any installment thereof is not paid within fifteen (15) days after the due date; (i) the Association may impose a late charge of charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or installment thereof and, if not paid within fifteen (15) days after the due date; (ii) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (iii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner; and (iv) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the Property, and the cost of such proceedings, including reasonable attorney's fees, shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorney's fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance services furnished by the

Association shall, under no circumstances, entitle any Lot Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Lots owned by such Owner.

There is hereby created a lien, with power of sale, on each and every Lot within the Development to secure payment to the Association of any and all Assessments levied against any and all Owners of such Lots under the Restrictions, together with interest thereon. If any Assessment remains delinquent for fifteen (15) days, the Association may elect to record in the deed records a lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Clerk's Office. Such a claim of lien shall be executed by any officer or managing agent of the Association, and shall contain substantially the following information:

- (i) the name of the delinquent Owner;
- (ii) the legal description and street address of the Lot against which claim of lien is made;
- (iii) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with proper offset thereof);
- (iv) that the claim of lien is made by the Association pursuant to this Declaration; and
- (v) that a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have a priority over all liens of claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing body, and the liens which are specifically described hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the Commonwealth of Virginia, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey such Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in the Development hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

**Section 5.09. Notice of Default,** The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments may, at its option, or shall, at the request of a



mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Board's records. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessments.

**Section 5.10. Right to Maintain Surplus.** The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

**Section 5.11. Assessment Certificates.** Upon written demand of an Owner or lessee with respect to a Lot which he/she owns or any mortgagee or title insurer of such Lot, the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to each Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e. g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors, may be made of the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, or title insurer thereof, or lender on the Lot on which such certificate has been furnished.

**Section 5.12. Subordination of Assessment Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

**Section 5.13. Right to Borrow and Mortgage.** In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith, mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the discretion, except that (i) any member of the Board of Directors of the Association who has been elected or appointed by the Declarant shall not be permitted to vote affirmatively for any borrowing and the quorum of the Board of Directors in any such vote shall be a majority of those Directors not elected or appointed by the Declarant; and (ii) any consent of the Declarant as required by Section 3.12 of this Declaration must be obtained.

**Section 5.14. Repayment of Monies Borrowed.** In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power to:

a. Assign and pledge all revenues received and to be received by it under any provision of this Declaration, including but not limited to, the proceeds of the Maintenance Assessments hereunder;

b. Enter into agreements with note holders with respect to the collection and disbursements of funds, including but not limited to, agreements wherein the Association covenants to:

- (1) assess the Maintenance Assessments on a given day in each year and to assess the same at a particular rate or rates;
- (2) establish sinking funds and/or other security deposits;
- (3) apply all funds received by it first to the payment of all principal and interest on such when due, or to apply the same to such purpose after providing for costs of collection;
- (4) establish such collection, payment and lien enforcement procedures as may be required by the note holders; and
- (5) provide for the custody and safeguarding of all funds received by it.

## ARTICLE VI

### LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

#### Section 6.01. Land Use Classifications

a. Single Family Residential Use; Subdivision of Lots Prohibited. All property in this classification shall be used, improved, and devoted exclusively to Single Family Residential Use. No building shall be erected, altered, placed or permitted to remain on any lot other than the one (1) detached single-family dwelling of at least 1,600 square feet of heated living space, not to exceed three stories in height, and a private garage for not less than one (1) nor more than four (4) cars. Detached garages are permitted so long as they can accommodate no less than one (1) car. For purposes herein, an attached garage is not considered heated living space. However, it shall not be considered a violation of this restriction if any builder or developer maintains sample houses, warehouses, sales trailer, sale and administrative office on any of the Properties covered by these restrictions so long as such builder or developer has Properties for sale or is servicing Properties under warranties within the boundaries of the tract known as "Holland Meadows." No gainful occupation, professional, trade or other non-residential use shall be conducted on any such Property. Nothing herein shall be deemed to prevent the leasing of all such Property to a single family

from time to time by the Owner thereof, subject to all of the provisions of the Declaration.

No Lot in this subdivision shall be subdivided so as to make more than one (1) building lot out of same. Nothing herein contained shall prevent the resubdivision of all or portions of lands shown on said plat into lots approximately the same or greater area.

No dwelling shall thereafter be placed, moved, altered or constructed on any Lot to face in a direction different from that in which the dwelling constructed by the original builder faces.

No building or structure on any Lot which may be destroyed in whole or in part by fire, windstorm, or any other cause, must be rebuilt or all debris removed (and excavations refilled) and the Lot restored to a sightly condition, to be determined in the sole discretion of the Declarant, its successors or assigns, with reasonable promptness. However, in no event shall such debris remain on the Lot longer than six (6) months.

b. Set Back Requirements. All structures shall be located according to the Town of Windsor "zoning set back" restrictions and open space area requirements.

c. Animals. No animals, birds, fowl, poultry, reptiles, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on the Property and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, nor to become a nuisance. No structure for the care, housing, or confinement of any animal shall be maintained so as to be visible from Neighboring Property. Upon written request of any Owner, the Board which is hereinafter defined, or the Declarant, shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such Property is unreasonable. Any decision rendered by the Board or the Declarant shall be enforceable as other restrictions contained herein.

d. Protective Screening and Fences. In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to screen planting and fencing shall be enforced:

(1) All fences shall be approved by the Declarant or its designated agent no less than 14 days prior to construction. A site plan shall be submitted to Declarant with a scale drawing indicating fence location. A fee of \$50.00 shall be included for each review, payable to Holland Meadows Inc., at 501 Baylor Court, Suite 100, Chesapeake, VA 23322.

(2) Chain link fences shall not be permitted.

(3) Fences may not begin any closer than five (5') feet from the front of

any home. The front of the home is defined as that portion of the home structure that is closest to the public street.

(4) No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

e. Permitted Building Materials for Dwellings. Windows. Roofing: Appearance. Vinyl, composite, masonite, brick, stone and Hardee-plank (or similar) materials are permitted exterior siding materials as well as aluminum wrap for cornices. All windows shall be paint-grade wood, vinyl or vinyl clad. The front steps of every home shall be constructed of brick. All dwellings will have a covered front porch. All private driveways extending from the public right-of-way to private garages will consist of paved surface. Where design allows, all plumbing stacks, roof vents, or other roof intrusions shall be located in the rear of each dwelling.

All homes constructed side by side must have a different exterior elevation and main exterior color appearance.

f. Foundations. Homes may be constructed on either a crawl space or raised slab foundation with the appearance of a crawl space and full brick skirt..

g. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved building improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials (all of which are hereinafter referred to as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding Property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Architectural Committee so as to provide access to persons making such pick-up. In no event shall containers be maintained in the front or side yard of any Lot so as to be visible from Neighboring Property except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection.

h. Modular, Mobile Homes Prohibited. No single-wide or double-wide mobile homes or any temporary structure or vehicle of any kind may be used as a dwelling.

i. Review of Design Plans for Outbuildings. Fences. Other Structures: Application Fee. All plans and specifications for outbuildings, fences, and any other structure not part of the main home (including, but not limited to sheds, children's playhouses, treehouses, etc.) requires Declarant's and/or its successors's and assigns' written approval. Written plans and specifications, made to scale and accompanied by a survey of the Lot, shall be submitted to Declarant prior to construction. A \$50.00 review fee shall be included with any request, made payable to Holland Meadows, Inc., at 501 Baylor Court Suite 100, Chesapeake, VA 23322. Any plans and specifications and requests for approval submitted after

commencement of construction shall include an additional check in the amount of \$50.00 made payable to Holland Meadows, Inc. If permitted, the outbuilding or other structure must, at a minimum, be constructed with the same exact material and color(s) as the primary dwelling and have an exterior that is made of the identical material and color as the primary dwelling. Prefabricated structures are prohibited. No outbuilding shall exceed 150 square feet in size. Detached garages shall be no larger than 30' x 36' with two 8' doors. Maximum roof height on detached garage is 8:12 pitch; plate height to be no higher than 9' 6". Building materials and roofing materials for any independent structure shall be of the exact type and color as employed on the home.

No Lot shall have more than one (1) outbuilding. All outbuildings must be located within the sight lines of the home's foundation when viewed from the street. Outbuildings (except detached garages) shall not be visible from the street when viewer is standing directly in front of the home. Outbuildings shall be at least twenty-five feet (25') from the rear lot line. Declarant retains the absolute right to reject any proposed outbuilding, structure, or fence for subjective or aesthetic reasons.

i. Antennae and Satellite Disks. Antennae, Satellite disks and any other device for the transmission or reception of television or radio signals erected on any dwelling or Lot shall not be visible from the street upon which the lot fronts

k. Signs. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease or sale of Lots or homes, no additional signs or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of the Property.

l. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Declarant and/or its successors or assigns.

m. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort or welfare; (ii) be injurious to property, vegetation or animals; (iii) adversely affect property values or otherwise produce a public nuisance or hazard; or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

n. Dwelling in Other Than Residential Homes Prohibited. No temporary building, trailer, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property.

o. Extended Parking of Vehicles. Extended parking of vehicles shall be restricted to paved surfaces.

p. Use and Maintenance of Slope Control or Preservation Areas. Within any slope control area or preservation area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels. The slope control and preservation areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where the Association or a governmental agency or other public entity or utility company is responsible for such maintenance.

Declarant forbids blocking of natural drainage or created drainage areas by any means and alteration to or building on any designated wetland area. Any blockage or obstruction not cleared within three (3) days notice of the same may be removed or otherwise remedied by the Declarant, its successors or assigns, at the sole expense of the Owner of the property.

q. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots; and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

r. Swimming Pools. Above ground pools are strictly prohibited. Any swimming pool must be constructed below the grade of the existing yard and be considered "in-ground" within the industry. Design and location of swimming pools must be approved prior to construction by the Declarant pursuant to the procedures outlined in paragraph i. above.

s. Landscaping. All shrubbery, vegetation and plant material on the front of each dwelling shall consist of a minimum as allowed by the Veterans Administration home specifications.

t. Declarant Empowered to Make Determinations. The Declarant, its agents, successors and assigns are empowered to make determinations and judgments concerning aesthetics, styles, color schemes, material types, design features, quality, standards, and other purely subjective decisions in order to guarantee harmony, consistency, and the continued high quality of the subdivision. The Declarant, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability

for any failure to enforce these Restrictions.

PG 51 \*SEP. 20.2010

u. Modification / Exceptions to this Section. The Declarant is permitted to modify or otherwise grant exceptions to the covenants and restrictions contained in Article VI, Sections 6.01 a through v, at Declarant's sole discretion, upon written application from Lot Owner(s).

v. All Lots shall be subject to any additional covenants and restrictions as promulgated by the Declarant or the mandatory homeowner's association having jurisdiction within Holland Meadows.

**Section 6.02. Erosion and Sediment Control; Duty of Owner to Inspect and Maintain.**

- a. Owner shall not remove, alter, obstruct, or in any way disturb erosion and sediment control devices placed or constructed by the Declarant, its agents or assigns.
- b. Owner shall maintain drainage ditches, maintain silt fences in an upright and functioning position, and shall keep all gutter pans and pavement immediately adjacent to and in front of Lot(s) free and clear of sand, silt and debris.
- c. Owner agrees to inspect and maintain all drainage ditches and erosion and sediment control devices on a daily basis.
- d. Owner shall maintain all ditches on his Property, including the maintenance of same, seeding of grass, and erosion prevention devices.
- e. In the event that Owner fails to provide for or maintain any of the aforesaid erosion and sediment control devices or ditches, or fails to clean streets, curb and gutter, or construction entryway facilities on a daily basis, Declarant, its agents or assigns may, without notice to Owner, provide said duties and back-charge Owner for its costs of the same. Each street, curb or gutter cleaning shall be charged at no less than \$100.00 per event. Silt fence reconstruction, ditch retrenching or reseeded, or construction entryway maintenance shall be charged as per subcontractor's fees to Precon Development Company plus 25% against such invoice.
- f. In the event Owner defaults in performing any of his obligations under this Article, Declarant, its agents or assigns may, at Declarant's option, undertake whatever is necessary to cure such default, and Owner shall be indebted to Declarant in an amount equal to the aggregate expenditures of Declarant to cure such default, plus overhead of 25%, plus interest at Bank of Hampton Roads prime rate plus 2%. Any indebtedness so incurred shall be paid by Owner to Declarant within thirty (30) days of receipt of notice of the same. Further, Owner shall pay to Declarant any court costs, expert and attorney's fees

actually expended by Declarant to enforce any provision herein.

ARTICLE VII  
ARCHITECTURAL CONTROLS

**Section 7.01. Control by Association.** After transfer of title by the Declarant to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property shall be the responsibility of the Association, acting through the Architectural Committee, as provided in Section 7.02 below.

**Section 7.02. Composition and Function of Architectural Committee.**

a. Committee Composition. The Architectural Committee shall consist of three (3) regular members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board of Directors or an officer of the Association.

b. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 – Brian M. Clements

Office No. 2 - William B. Cross

Office No. 3 - William Blankenship

c. Terms of Office. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall be for the periods of time indicated below, and until the appointment of their respective successors:

(i) The term of Office No. 1 shall expire three (3) year from the date of the recording of this Declaration.

(ii) The term of Office No. 2 shall expire three (3) year from the date of the recording of this Declaration.

(iii) The term of Office No. 3 shall expire three (3) year from the date of the recording of this Declaration.

Thereafter the term of each Architectural Committee member appointed shall be for the period of three (3) years and until the appointment of his/her successor. Any new member appointed to replace a member who has resigned or has been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.



d. Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee at any time shall be and is hereby vested solely in the Board of Directors; provided, however, that no regular or alternate member may be removed from the Architectural Committee by the Board of Directors except by the vote or written consent of two-thirds (2/3) of all the members of the Board of Directors.

Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recordation of a Declaration identifying each new regular member appointed to the Committee and each regular or alternate member replaced or removed therefrom.

e. Resignations. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board of Directors, whichever then has the right to appoint Committee members.

f. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or by the Board of Directors, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

g. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee rules, and to perform other duties imposed upon it by the Restrictions. Declarant shall not be subject to the Committee's decisions.

h. Declarant Oversight Exemption: Homes constructed, modified or altered by Declarant or any entity in which Declarant or Declarant's owners may have an interest shall not be subject to the Architectural Committee's rules or guidelines.

i. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of the Section above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Committee, unless the unanimous decision of the Committee is required by any other provision of the Restrictions. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall be entitled to compensation of \$100.00 per year for their services.

j. Waiver. The approval of the Architectural Committee of any plans, drawings or other specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

**Section 7.03. Approval of Architectural Committee.** Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to this Declaration, the Committee shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval, shall file a copy of such plans as approved for permanent record (together with a copy of such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans relating to any Lot or portion of the Property shall be final as to such Lot or portion of the Property and such approval may not be revoked or rescinded thereafter, provided (i) the improvement or uses approved are not substantially changed or altered; (ii) that the improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property; and (iii) that such plans and any qualifications or conditions attached to such approval of the plans to not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the Architectural Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

**Section 7.04. Written Notification of Disapproval.** In any case where the Architectural Committee disapproves any plans submitted hereunder, the Committee shall so notify the applicant in writing, together with a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

**Section 7.05. Failure of Committee to Act.** If any applicant has not received notice of the Architectural Committee's approval or disapproval of said applicant's plans within forty-five (45) days after submission thereof, then it shall be deemed that said plans have been approved.

**Section 7.06. Liability of Architectural Committee.** No action taken by the Architectural Committee or any member, subcommittee, employee or agent hereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, code or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval, or to any Owner, Member, or other person or entity, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence, or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association

or the Architectural Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

**Section 7.07. Architectural Committee Certificate.** Upon written request of any Owner, mortgagee, or title insurer of a Lot or other portion of the Property, title to which has been previously transferred from the Declarant, the Architectural Committee shall, within a reasonable period of time, issue and furnish to the person or entity making the request, a certificate in writing ("Architectural Committee Certificate") signed by a member of the Architectural Committee, stating as of the date of such Certificate, whether or not the Lot or other portion of the Property, or any improvements thereon, violates any of the provisions of the Declaration pertaining to exterior appearance, design or maintenance, and describing such violations, if any. A reasonable charge, as determined by the Architectural Committee, may be imposed for issuance of such Certificate. Any such Architectural Committee Certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and the party to whom such Certificate was issued.

**Section 7.08. Restrictions on Change of Architectural Controls, Rules or Regulations.** The controls set forth in this Article VII and any rules or regulations shall not, by act or omission, be changed, waived or abandoned, unless consented to in writing by not less than two-thirds (2/3) of the total votes of all Owners (including the Declarant), voting in person or by proxy, written notice of which change shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty-five (45) days in advance of the date or initial date set for voting thereon, and shall set forth the purpose of the vote. In addition, any such change, waiver or abandonment shall not be made if lending institutions which together are first mortgagees of 33-1/3% or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed change, waiver or abandonment, that they are opposed to such action, which opposition must not be unreasonable.

## ARTICLE VIII INSURANCE AND RECONSTRUCTION

**Section 8.01. Insurance to be Carried.** To the extent reasonably obtained and to the extent obtainable at a reasonable cost, and in such amounts as the Board of Directors of the Association shall determine to be appropriate unless otherwise required herein, the Board of Directors of the Association shall obtain and maintain (i) fire and casualty insurance on Common Areas; (ii) liability insurance; (iii) directors' and officers' liability insurance; (iv) fidelity bond, and (v) worker's compensation insurance, with coverage to be as follows:

1. Fire and Casualty. The policy shall cover the interests of the Association, the Board of Directors and all Lot Owners and mortgagees as their interests may

appear. Coverage shall be for the full replacement value.

2. Liability. The liability insurance shall cover the directors and officers of the Association, the managing agent, if any, and all Owners, but not the liability of Owners arising from occurrences on such Owner's Lot(s). The policy shall include the following endorsements: (i) comprehensive general liability (including libel, slander, false arrest and invasion of privacy); (ii) personal injury; (iii) medical payments; (iv) cross liability under which the rights of a named insurer under the policy shall not be prejudiced with respect to such insured's action against another named insured; (v) "severability of interest" precluding the insurer from denying coverage to a Lot Owner because of negligent acts of the Association or any other Lot Owner; (vi) contractual liability; (vii) water damage liability; (viii) hired and non-owned vehicle coverage; (ix) liability for the property of others; (x) host liquor liability coverage with respect to events sponsored by the Association; (xi) deletion of the normal products exclusion with respect to events sponsored by the Association.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days written notice to the insured, including all known mortgagees of Lots or Lots as shown on the records of the Association. Any deductible provision shall apply only to each occurrence rather than to each item of damage. The Board of Directors shall review such coverage at least once each year.

Until the first meeting of the Board of Directors elected by the Owners, this public liability insurance shall be in a combined single-limit of \$1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence.

3. Directors' and Officers' Liability. The directors' and officers' liability insurance shall cover the "wrongful" acts of a director or officer of the Association. The policy shall be on a "claims made" basis, so as to cover all prior officers and members of the Board of Directors, and any deductible provision shall apply only to each occurrence and not to each item of damage. If obtainable at reasonable cost, the policy shall not provide for "participation" by the Association or by the officers or directors of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the directors' and officers' liability coverage shall be in the amount of \$2,500,000.00.

3. Fidelity Bond. The fidelity bond shall cover all directors, officers and employees of the Association and the Association's managing agent, if any, who handle Association funds. The bond shall name the Association as Obligee and be in an amount not less than the estimated maximum of funds, including reserves, in the custody of the Association or managing agent at any given time, but in no event less than a sum equal to three (3) months' aggregate assessments on all Lots, plus the amount of reserves and other funds on hand. It shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and shall provide that the bond may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and to all

institutional first mortgagees of any Lot(s) whose names appear on the records of the Association.

Until the first meeting of the Board of Directors elected by the Owners, the coverage shall be \$10,000.00 for dishonest acts and \$5,000.00 for forgery. Notwithstanding the above, the Board of Directors shall, at the request of any Lot Owner, Lot mortgagee, or prospective Lot Owner or Lot mortgagee, increase the amount of such bond to meet the reasonable requirements of any existing or proposed holder or insured of any mortgage made or to be made on any Lot.

5. Worker's Compensation. To the extent deemed reasonable and necessary by the Board of Directors, worker's compensation insurance shall be obtained. Such insurance shall cover any employees of the Association, as well as any other person performing work on behalf of the Association.

a. Other Insurance. The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage.

b. No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

c. Deductible. The deductible, if any, on insurance policies purchased by the Board of Directors shall be a common expense, provided, however, that the Board of Directors of the Association may assess any deductible amount necessitated by the gross negligence or wantonly malicious act of an Owner against such Owner. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Lot involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

**Section 8.02. Restoration or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of any Common Area insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the damaged property. Any repair or restoration as hereinabove described shall be in substantial accordance with the plans and specifications of the damaged improvements as originally built.

#### ARTICLE IX

#### ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

**Section 9.01. Declaration Runs With the Land.** Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the

Declaration) covenants and agrees for himself, herself, or itself, and for his, her, or its heirs, successors and assigns, to observe, perform, and be bound by the provisions of the Declaration including personal responsibility for the payment of all charges and may become liens against his, her, or its property and which become due while he, she, or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

**Section 9.02. Enforceability.**

a. Actions at Law or Suits in Equity. The provisions of the Declaration shall bind the Property and shall be construed as running with the Land, and shall be for the benefit of and be enforceable by the Declarant, and the Association (being hereby the agent for all of its Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

b. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation or of any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or occupant shall be deemed a Special Assessment against the Lot of such Owner or on which the home occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

**Section 9.03. No Waiver by Failure to Enforce.** The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation, occurring prior or subsequent thereto. No liability shall attach to the Declarant, the Association (or any officer, director, employee, Member, agent, committee or committee member), or to any other person or entity for failure to enforce the provisions of the Declaration.

**Section 9.04. Obligation and Lien for Cost of Enforcement by Association.** If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, or (ii) any family member, tenant, guest or invitee of the Owner, or (iii) a family member, guest or invitee of the tenant of the Owner; or (iv) a guest or invitee of any member of such Owner's family; or (v) any family member of the

tenant of such Owner, such costs shall also be a lien upon the Lot, Unit or other portion of the Property owned by such Owner, if any.

**Section 9.05. Inspection and Entry Rights.** Any agent of the Declarant or the Association (or the Architectural Committee) may at any reasonable time or times upon not less than 24 hours notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures and other improvements thereon comply with the Declaration, or with rules and regulations issued pursuant hereto. Neither the Declarant, the Association, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 9.06. Default Notices to be Sent to Mortgagees.** The Association shall be notified by each Lot Owner or such Lot Owner's mortgagee of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration. The Association shall give notice to any such mortgagee of any delinquency of greater than sixty (60) days.

**Section 9.07. Amending or Rescinding.** The Declarant, during the time Declarant owns any Lots, may make amendments to this Declaration. All other amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration, including those Lots owned by the Declarant. In addition, and notwithstanding the above, until eight (8) years from the date of recording this Declaration, so long as the Declarant owns or has under construction on lands described in Schedules of this Declaration (whether or not such lands are covered by this Declaration) Lots equal in number to two percent (2%) or more of the number of Lots to which title has been transferred to purchasers for occupancy, the written consent of the Declarant will be required for any amendment which adversely affects a substantial interest or right of the Declarant, which consent must not be unreasonably withheld.

In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least thirty (30) days prior to the date or initial date set for voting on said proposed amendment or rescission.

In addition to the approval of the Owners and Declarant as provided herein, no amendment or rescission which substantially affects the interest of any lending institution shall be effective if lending institutions which together are mortgagees of one-third (1/3) or more of the Lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which

opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagees shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least thirty (30) days prior to the date or initial date set for voting on the proposed amendment or rescission.

**Section 9.08. Owner Responsible for Tenants.** Any lease of a Lot shall provide that the tenant shall comply in all respects with the terms of the Declaration, Bylaws, and rules and regulations, if any, of the Association. If a tenant is in violation of such Declaration, Bylaws or rules and regulations, the Board of Directors shall so notify the Owner of the Lot which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant to Section 11.02 of this Declaration.

**Section 9.09. When Amendment or Rescission Becomes Effective.** Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Office of the Clerk of the Court. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

**Section 9.10. Duration.** The provisions of this Declaration, unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof until, and shall, as then in force, be automatically and without further notice extended for successive periods of ten (10) years.

**Section 9.11. Construction and Interpretation.** The Declarant, its successors and assigns, and the Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted by the provisions hereof

Any conflict in construction or interpretation between the Association and or Declarant and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Declarant. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.



In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

**Section 9.12. Conflict with Municipal Laws.** The protective covenants, conditions, and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

**Section 9.13. Change of Conditions.** No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided for herein.

**Section 9.14. Invalidity of Agreement or Declaration.** The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE X  
GENERAL

**Section 10.01. Headings and Captions.** The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

**Section 10.02. Right Reserved to Impose Additional Protective Covenants.** The Declarant reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

**Section 10.03. Notice.** Any notice required to be sent to the Declarant or to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Declarant, Owner, or mortgagee on the records of the Association at the time of such mailing.

**Section 10.04. Right of Association to Transfer Interest.** Notwithstanding any other provision herein to the contrary, the Association and its successors shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor nonstock corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors shall refer to the Board of Directors (or Trustees) of such successor corporation or

trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to appoint a trustee for the purpose of organizing a nonstock corporation or trust to take over the duties and responsibilities of the entity to exist, subject to the conditions provided for herein with respect to an assignment and delegation to a successor corporation or trust.

**Section 10.05. Right of Association to Transfer Functions.** Unless otherwise specifically prohibited herein or within the Articles of Incorporation or Bylaws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other homeowners' or residents' association or similar entity.

**Section 10.06. Rights of Mortgagees, etc.** The holder, insurer, or guarantor of the mortgage of any Lot in the Development shall be entitled to timely written notice of:

- a. Any condemnation or casualty loss that effects either a material portion of the Property or the Lot securing the mortgage;
- b. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- c. Any proposed action that requires the consent of a specified percentage of the eligible mortgage holders.

The Association shall have no duty to provide the foregoing unless such parties keep the Association advised in writing as to their mailing address and the address of the Lot in which they have an interest.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Holland Meadows, Inc., a Virginia Corporation, has caused this instrument to be executed in its name by its authorized officer.

HOLLAND MEADOWS, INC.  
a Virginia corporation

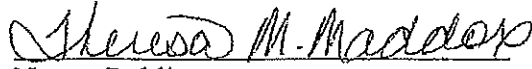
By: 

Name: Brian Clements

Title: President

STATE OF VIRGINIA  
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September 2010, by Brian Clements, as President for Holland Meadows, Inc., a Virginia Corporation.

  
Notary Public

My Commission expires: 4-30-2011

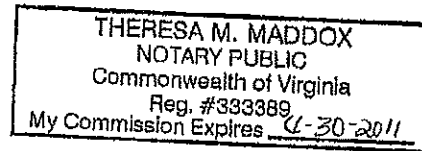


EXHIBIT A  
(Legal Description)

PG 64 \*SEP. 20. 2010

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the Town of Windsor, Isle of Wight County, Virginia and being known, numbered and designated as Lots 1-40, 46-53, 67, 72-82 and 105, as shown on that certain plat entitled "RE-SUBDIVISION OF HOLLAND MEADOWS PHASE 1, T,P. 54-01-45, TOWN OF WINDSOR, VIRGINIA" dated January 28, 2010, prepared by Art-Ray-Corporation, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia as Plat Reference 2010-8, at pages 1 through 9.

*To: Holland Meadows*

32

INSTRUMENT #100004198  
RECORDED IN THE CLERK'S OFFICE OF  
ISLE OF WIGHT COUNTY ON  
SEPTEMBER 20, 2010 AT 11:33AM

SHARON N. JONES, CLERK  
RECORDED BY: DDS

BYLAWS  
OF  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, Inc., its successors and assigns, hereinafter called the "Association."

The principal office of the corporation shall be a place designated by the members of the Association, but meeting of members and directors may be held at such place within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II

PLAN OF OWNERSHIP

Section 2.1. Applicability. These Bylaws provide for the governance of HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, Inc.

Section 2.2. Compliance. Every Owner and all those entitled to occupy a Lot or Parcel shall comply with these Bylaws.

ARTICLE III

DEFINITIONS

Section 3.1. "Common Area: and "Neighborhood Common Areas" and property shall mean all real property (including the improvements thereto) to be deeded to, owned by or used by the Association for the common use and enjoyment of the owners which includes any monumentation or signage and surrounding landscape, mechanical or irrigation improvements, identifying this neighborhood, notwithstanding the fact that said monument or sign is physically located on property owned by others.

Section 3.2. "Association" shall mean and refer to HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, Inc., its successors and assigns.

Section 3.3. "Member" shall mean every owner of a lot in the subdivision known as "HOLLAND MEADOWS."

Section 3.4. "Lot" shall mean any parcel of real property designated as a Lot on any

recorded subdivision plat, with the exception of the Common Area, which has been subjected to the scheme of the Declaration.

Section 3.5. "Public Purchaser" shall mean any person or other legal entity, who becomes an Owner of any Lot within "HOLLAND MEADOWS" subdivision.

Section 3.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same as merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property nor shall "Owner" include a lessee or tenant of a Single Family Residence.

Section 3.7. "Single Family Residence" shall refer to a structure containing a dwelling unit located on a separate Lot.

Section 3.8. "Parcel" shall mean any portion of the Properties subdivided from the residue thereof.

Section 3.9. "Properties" shall mean and refer to that certain real property as may hereafter be brought within the scheme of the Declaration and the jurisdiction of the Association.

Section 3.10. "Storm water Facility" shall mean and refer to the retention ponds and overflow pipe that drains any lake.

#### ARTICLE IV

##### MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot. Upon the recordation of the deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

a. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

b. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

c. Amendment of the Articles of Incorporation requires the approval of at least 2/3 vote of the lot owners.

d. Annexation of additional properties, mergers and consolidations, mortgaging of

Common Area, dissolution and amendment of the Articles, require prior approval of HUD/VA.

## ARTICLE V

### BOARD OF DIRECTORS

Section 5.1 Number. Except as provided below, the number of directors shall be fixed in accordance with the Bylaws, or in the absence of such a bylaw shall be four (4).

The number of directors constituting the initial Board of Directors shall be four (4), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

<u>Name</u>	<u>Address</u>
Brian M. Clements	501 Baylor Court, Suite 100, Chesapeake, VA 23320
William B. Cross	321 Great Bridge Blvd., Chesapeake, VA 23320
Arthur D. Cross	321 Great Bridge Blvd., Chesapeake, VA 23320
William H. Blankenship	321 Great Bridge Blvd., Chesapeake, VA 23320

#### Section 5.2. Election of Directors.

(a) Within five (5) years of date the Board of Directors shall call a special meeting of Members at which meeting all initial directors shall resign and the Owners shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) A director shall be elected at the first meeting of the Association and at each annual meeting thereafter. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Directors shall serve until the next annual meeting following their election. Elections shall be by oral ballot of the Members unless any Member requests a written ballot, in which event elections shall be by written ballot. Votes may be cast by proxy as provided in the bylaws.

(c) At any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at

least seven (7) day's notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(d) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors. Each person so selected shall serve the unexpired portion of the term of the director being replaced.

#### Powers and Duties

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable laws, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Common Areas and, to the extent provided in the Declaration, to the Properties; provided however, such rules and regulations shall not be in conflict with the Declaration, the Articles or these Bylaws. In addition to the duties imposed by these Bylaws or by a resolution of the Association that may hereafter be adopted, the Board of Directors on behalf of the Association shall have the power and duty to:

(i) Prepare an annual budget in which there shall be established the Annual Assessments of each Owner.

(ii) Make Annual Assessments and, to the extent permitted by the Declaration, special assessments against Owners to defray the costs and expenses for maintenance of the Common Areas and the Neighborhood Common Areas, Parcel "A", establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the Declaration, the regular assessment against each Lot and Parcel shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of January, April, July and October of each year.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas and the Neighborhood Common Areas. The Board of Directors shall also provide for the maintenance of entryway signage, fencing and landscaping.

(iv) Designate, hire and dismiss the personnel necessary for the operation, care, upkeep, maintenance and servicing of the Common Areas and the Neighborhood Common Areas, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties.

(v) Collect the assessment against the Owners, deposit the proceeds thereof in bank



depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment adviser) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association.

(vi) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Common Areas, the Neighborhood Common Areas, Parcel "A" and, to the extent provided in the Declaration, the Properties, and establish fees for the use of Common Areas and the Neighborhood Common Area; provided however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Articles of these Bylaws; and provided further that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot, parcel, the Common Areas or the Neighborhood Common Areas.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make or contract for the making of repairs, maintenance, additions and improvements to or alterations of the Sewage Pump Station, Common Areas and the Neighborhood Common Areas, in accordance with the Declaration.

(ix) Enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto.

(x) Obtain and carry insurance as provided in the Declaration and these Bylaws.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas and the Neighborhood Common Areas, specifying the expenses of maintenance and repair of the Common Areas and the Neighborhood Common Areas, and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting).

(xiii) Acquire, hold and dispose of Lots, Parcels, Common Areas, Neighborhood Common Areas and other property of whatsoever nature.

(xiv) Enter into land contracts, leases and maintenance agreements.

(xv) Do such other things and acts not inconsistent with the Declaration, the Articles or these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(xvi) Subject to these Bylaws, grant permits, licenses and easements under, through and

over the Lots and Parcels (as provided in the Declaration), the Common Areas and the neighborhood Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Common Areas, the Neighborhood Common Areas and the development the Additional Area.

### Meetings

Annual Meeting. The annual meeting of the Board of Directors shall be held promptly following the annual meeting of the members of the Association. No notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or hand deliver, at least three business days before the day named for such meeting.

Special Meetings. Special meetings of the Board of Directors may be called by the President on one business days' notice to each director, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, not notice shall be required and any business may be transacted at such meeting.

Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Compensation. No director shall receive any compensation from the Association for acting as such; however, the Board of Directors may in its discretion reimburse any director for actual expenses incurred.

## ARTICLE VI

### MANAGING AGENT

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at compensation to be established by the Board of Directors. Any agreement with the Managing Agent shall be for a term not exceeding one year and must permit termination by either party without termination fee upon not more than 90 days' written notice.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in Article V (i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xvi) herein. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Boards of Directors by these Bylaws other than the power set forth in Article V (ii), (vi), (vii), (xiii), (xv) and (xvi) of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter.

## ARTICLE VII

### OFFICERS

Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant officers as in its judgment may be desirable. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors. Officers need not be members of the Association.

Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office (unless sooner removed) until the next annual meeting of the Board or until their replacements are elected.

Removal of Officers. Any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

President. The President shall be the chief executive officers of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general

powers and duties which are incident to the office of president of a corporation organized under the Virginia Non-Stock Corporation Act.

Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting for the place of which all notices to owners and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Declaration; execute notices of and releases of the lien for delinquent assessments as described in the Declaration and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Non-Stock Corporation Act.

Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all duties incident to the office of treasurer of a corporation organized under the Virginia Non-Stock Corporation Act.

Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

## ARTICLE VIII

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE IX

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

## ARTICLE X

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC. and "SEAL", or some abbreviated form of the same.

## ARTICLE XI

### INSURANCE

Purchase of Insurance and Performance Bonds. All insurance policies and/or performance bonds relating to Sewage Pump Station, Common Areas and Neighborhood Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage required by the Declaration or by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable costs.

Required Provisions in Policies. Each insurance policy for the Common Areas and Neighborhood Common Areas shall provide that:

(i) The insurer waives any right to claim (A) by way of subrogation against the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or substantially modified without at least thirty (30) days prior written notice to the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all Owners and Mortgagees and mortgage

loan servicers.

The Association shall be named insureds.

Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

#### Physical Damage Insurance

All Risk Coverage. The association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Sewage Pump Station, Common Areas and Neighborhood Common Areas (including fixtures and building service equipment and personal property) naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the then current replacement costs of the improvements to the Common Areas and Neighborhood Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be re-determined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$50,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

Such policy shall also provide:

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made not to do so.

(ii) The following endorsements if applicable and available:

(1) "Contingent liability from operation of building laws", "demolition cost" and "increased cost of construction."

(2) "Agreed amount" or its equivalent and "inflation guard."

(iii) That any "no other insurance" clause expressly excludes individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

Liability Insurance. The Association shall obtain and maintain comprehensive general

public liability with an approved environmental rider and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000.00 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, Neighborhood Common Areas and other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, comprehensive automobile liability, contractual liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Other Insurance. The Association shall obtain and maintain:

(i) Fidelity coverage to protect against dishonest acts on the part of officers, directors, employees and agent (including the Managing Agent) of the Association and all others who handle, or are responsible for handling, funds of the Association.

(ii) Works' compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured.

(iii) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots.

## ARTICLE XII

### MORTGAGES

Notice to Board of Directors. An Owner who acquires a Lot shall promptly notify the Board of Directors of his name and address.

Notice of Default, Casualty or Condemnation. Upon request, the Association shall give notice to any Mortgagee of the Owner's default in paying an assessment or any other default with respect to that Mortgagee's Lot or Parcel which has not been cured within 60 days of the date such assessment became due or the date the Association notified such Owner of the default, respectively.

## ARTICLE XIII

### MISCELLANEOUS

Notices. All notices, demands, etc. under these Bylaws shall be in writing and shall be either delivered by overnight express mail, in person or if sent by U.S. first class mail, postage prepaid, return receipt requested as follows:

(i) To the Owner at the address which the Owner shall designate in writing and file with the Secretary or at the address of the Lot of such Owner.

(ii) To the Association at a place designated by the members of the Association as its principal office.

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.

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

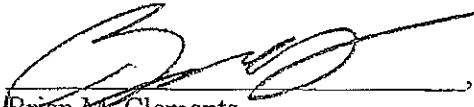
Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the declaration or the Articles and the Bylaws, the Declaration or Articles shall control.


Amendments. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Declarant's class of membership. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Declaration shall control.

Power to Convey or Encumber. The common area may only be mortgaged or conveyed with the consent of a 2/3 majority Owners.

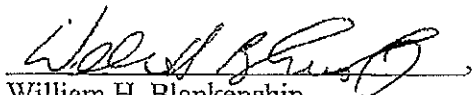


IN WITNESS WHEREOF, we, being all the directors of HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, Inc. have hereunto set our hands this 25th day of August, 2010.

  
\_\_\_\_\_, Director  
Brian M. Clements

  
\_\_\_\_\_, Director  
William B. Cross

  
\_\_\_\_\_, Director  
Arthur D. Cross

  
\_\_\_\_\_, Director  
William H. Blankenship

**PROPOSED PUBLIC OFFERING STATEMENT BUDGET  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION**

**September 5, 2010**

PROFESSIONAL ASSOCIATION SERVICES, INC.  
1956 PINEY WOODS LANE  
VIRGINIA BEACH, VIRGINIA 23456

**HOLLAND MEADOWS HOMEOWNERS ASSOCIATION  
PUBLIC OFFERING STATEMENT BUDGET**

**TABLE OF CONTENTS**

INTRODUCTION

CONSOLIDATED FIRST FISCAL YEAR BUDGET PROJECTIONS

NOTES TO THE CONSOLIDATED FIRST FISCAL YEAR BUDGET  
PROJECTIONS

MULTI-YEAR FEASIBILITY BUDGET PROJECTIONS

TABLE OF REPAIR AND REPLACEMENT RESERVES

TABLE OF INITIAL ESTIMATED MONTHLY ASSESSMENTS

**HOLLAND MEADOWS HOMEOWNERS ASSOCIATION  
PUBLIC OFFERING STATEMENT BUDGET**

**INTRODUCTION**

Professional Association Services, Inc., (PASI) prepared these financial projections as of August 26, 2010, for the Holland Meadows Homeowners Association located in Windsor, VA. The Budget projections that follow are projected on the accrual basis, which recognizes income earned and expenses when incurred.

Holland Meadows Homeowners Association, a single family community developed by Holland Meadows Inc., a Virginia Corporation, the Declarant. The Declarant provided all information included in the Budget. The insurance pricing is based on the best current information; however, it is subject to change due to the volatile nature of costal property insurance rates.

The account number given for a particular item in the narrative text following the various projections is keyed to the standard chart of accounts for homeowners associations, found in Financial Management For Condominiums and Homeowners Associations, published by the Community Associations Institute.

The Consolidated First Fiscal Year Budget projections are based on 12 months of operation as an Association in order to comply with the regulations of the Virginia Common Interest Community Board. When this Budget was prepared, plans for the project projected that settlements began in October 2010. This would result in a 3-month fiscal year, since the fiscal year is assumed to begin on January 1st and end on December 31st.

**HOLLAND MEADOWS HOMEOWNERS ASSOCIATION  
CONSOLIDATED FIRST FISCAL YEAR BUDGET PROJECTIONS**

The following budget projects the income and expenses of the Association for the first full year of its operation. The assumption was made that the owners of all units recorded at any given time would be paying assessments, although not all units would be occupied for the entire period.

The assumption was made that settlements would begin in October 2010 and continues through December 2014 at a rate of 4 units per month. The foregoing assumptions are not intended to forecast accurately the rate of sales in the Holland Meadows Homeowners Association.

NUMBER OF UNITS	105		PER UNIT	MONTH	ANNUAL
<b>INCOME:</b>					
		AVERAGE ASSESSMENT RATE PER MONTH	\$9.50		
40000					
41100		ACCRUED RESIDENTIAL ASSESSMENT		\$798.00	\$9,576.00
41200		ACCRUED DECLARANT ASSESSMENTS		\$199.50	\$2,394.00
		<b>TOTAL ASSESSMENT INCOME</b>		<b>\$997.50</b>	<b>\$11,970.00</b>
<b>OTHER INCOME</b>					
41500		INTEREST		\$5.00	\$60.00
44150		OTHER INCOME		\$5.00	\$60.00
		<b>TOTAL OTHER INCOME</b>		<b>\$10.00</b>	<b>\$120.00</b>
		<b>TOTAL INCOME</b>		<b>\$1,007.50</b>	<b>\$12,090.00</b>
<b>EXPENSES:</b>					
<b>ADMINISTRATIVE</b>					
52010		MANAGEMENT EXPENSES	\$0.34	\$35.70	\$428.40
52400		AUDIT FEE	\$0.50	\$52.50	\$630.00
52500		LEGAL FEES	\$0.50	\$52.50	\$630.00
		<b>TOTAL ADMINISTRATIVE COSTS</b>	<b>\$1.34</b>	<b>\$140.70</b>	<b>\$1,688.40</b>
<b>LAND &amp; BUILDINGS OPERATIONS</b>					
62150		COMMON ELECTRICITY	\$1.00	\$105.00	\$1,260.00
62200		LANDSCAPING MAINTENANCE	\$4.00	\$420.00	\$5,040.00
62220		GENERAL REPAIR & MAINTENANCE	\$1.00	\$105.00	\$1,260.00
62750		PROPERTY INSURANCE	\$0.75	\$78.75	\$945.00
		<b>TOTAL OPERATIONS EXPENSE</b>	<b>\$6.75</b>	<b>\$708.75</b>	<b>\$8,505.00</b>
<b>COMMON REPAIR &amp; REPLACEMENT RESERVE</b>					
62810		SIGNAGE	\$0.21	\$21.88	\$262.50
82820		IRRIGATION	\$0.21	\$21.88	\$262.50
82910		POND	\$0.63	\$65.63	\$787.50
		<b>TOTAL REPAIR &amp; REPLACEMENT EXPENSE</b>	<b>\$1.04</b>	<b>\$109.38</b>	<b>\$1,312.50</b>

OPERATING RESERVE

\$0.37

\$38.35

\$460.24

TOTAL EXPENSE

\$9.50

\$997.50

\$1,970.00

NET INCOME

\$120.00

**NOTES TO THE BUDGET  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION**

**INCOME:**

**GENERAL ASSESSMENTS:**

40000 Average Assessment Rate Per Month

This is the amount the average unit would be assessed each month in order to meet the expenses shown.

41100 Accrued Residential Assessments

Projected amount of accrued assessment income attributable to settled residential units.

41200 Accrued Declarant Assessments

As owner of the units that have not been conveyed to their initial purchasers, the Declarant is assumed liable for the assessments on such unsold units. The projection of this income is based on the previously discussed settlement schedule.

**OTHER INCOME:**

41500 Interest

Estimate of interest income earned by the Association's cash accounts and reserve investments. Projected at an average 5 percent return on current funds, net of taxes.

44150 Other Income

Estimated income received from resale certificate and other misc. income.

**OPERATING EXPENSES & RESERVES:**

**ADMINISTRATIVE:**

52300 Management Expense

A projection for management expenses, based on assumed base cost of \$15.00 per recorded unit per month, as an estimate.

## NOTES TO THE BUDGET

### 52400 Audit Fee

An annual audit of the Association and preparation of the Association's income tax returns is based on costs at similar communities.

### 52500 Legal Fees

An association of this size and complexity will require retained legal counsel. Additional services such as lien filings, can be recovered from the owners involved in delinquencies.

### **LAND & BUILDINGS: OPERATIONS:**

### 62150 Common Electricity

Provision for common electricity for entrance signage based on experience in similar communities

### 62200 Landscaping Maintenance

Provision for supplies and materials to maintain all of the various landscaped common areas, based cost per acre and experience in similar communities.

### 62220 General Repair & Maintenance

Provision for general repair and maintenance to the common elements. This would include all minor repairs to all common elements, such as lights, buildings, etc. The Association will fund major repairs through the repair and replacement reserves complied.

### 62750 Property Insurance

A projected cost of "All-risk" property insurance for the common elements, and liability coverage of the Association. Provision is an estimate based on similar communities.



## NOTES TO THE BUDGET

### **COMMON REPAIR & REPLACEMENT RESERVES:**

NOTE: All repair and replacement reserves are based on the Table of Reserves, later in this report.

#### 62810 Entrance Signage

Annual proration to the repair and replacement reserves for the entrance signage. See the Table of Reserves

#### 62820 Irrigation

Annual proration to the repair and replacement reserves for the entrance irrigation. See the Table of Reserves

#### 62910 Pond

Annual proration to the repair and replacement reserves for the storm water retention pond. See the Table of Reserves.

### **GENERAL OPERATING RESERVE:**

Projected at 3.00 percent of total expenses, for use in emergencies or for unexpected situations.

**MULTI-YEAR FEASIBILITY BUDGET PROJECTIONS  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION**

The following budget model projects the anticipated income and expenses of the homeowners association of the Condominium over the first five years of operation.

The multi-year budget projections are offered as a planning tool for the leadership of the Association. As operating experience is gained, it is anticipated that the multi-year budget model will be updated.

Inflation is added to all expenses at a cumulative rate of four percent (4%) per year, based on current CPI figures, less housing and food

NUMBER OF UNITS	105				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>INCOME:</b>					
40000 AVERAGE ASSESSMENT RATE PER YEAR	\$114.00	\$118.56	\$123.30	\$128.23	\$133.36
<b>TOTAL ASSESSMENT INCOME</b>	<b>\$11,970.00</b>	<b>\$12,448.80</b>	<b>\$12,946.75</b>	<b>\$13,464.62</b>	<b>\$14,003.21</b>
<b>OTHER INCOME</b>					
41500 INTEREST	\$20.00	\$20.80	\$21.63	\$22.50	\$23.40
44150 OTHER INCOME	\$90.00	\$91.20	\$92.45	\$93.75	\$95.10
<b>TOTAL OTHER INCOME</b>	<b>\$120.00</b>	<b>\$124.80</b>	<b>\$129.79</b>	<b>\$134.98</b>	<b>\$140.38</b>
<b>TOTAL INCOME</b>	<b>\$12,090.00</b>	<b>\$12,573.60</b>	<b>\$13,076.54</b>	<b>\$13,599.61</b>	<b>\$14,143.59</b>
<b>EXPENSES:</b>					
<b>ADMINISTRATIVE</b>					
52010 MANAGEMENT EXPENSES	\$428.40	\$445.54	\$463.36	\$481.89	\$501.17
52400 AUDIT FEE	\$630.00	\$655.20	\$681.41	\$708.66	\$737.01
52500 LEGAL FEES	\$630.00	\$655.20	\$681.41	\$708.66	\$737.01
<b>TOTAL ADMINISTRATIVE COSTS</b>	<b>\$1,688.40</b>	<b>\$1,755.94</b>	<b>\$1,826.17</b>	<b>\$1,899.22</b>	<b>\$1,975.19</b>
<b>LAND &amp; BUILDINGS OPERATIONS</b>					
62150 COMMON ELECTRICITY	\$1,260.00	\$1,310.40	\$1,362.82	\$1,417.33	\$1,474.02
62200 LANDSCAPING MAINTENANCE	\$5,040.00	\$5,241.60	\$5,451.26	\$5,669.31	\$5,896.09
62220 GENERAL REPAIR & MAINTENANCE	\$1,260.00	\$1,310.40	\$1,362.82	\$1,417.33	\$1,474.02
62750 PROPERTY INSURANCE	\$945.00	\$982.80	\$1,022.11	\$1,063.00	\$1,105.52
<b>TOTAL OPERATIONS EXPENSE</b>	<b>\$8,505.00</b>	<b>\$8,845.20</b>	<b>\$9,199.01</b>	<b>\$9,566.97</b>	<b>\$9,949.65</b>
<b>COMMON REPAIR &amp; REPLACEMENT RESERVE</b>					
62810 ASPHALT	\$262.50	\$273.00	\$283.92	\$295.28	\$307.09
62820	\$262.50	\$273.00	\$283.92	\$295.28	\$307.09
62910 POND	\$767.50	\$819.00	\$851.76	\$885.83	\$921.26
<b>TOTAL REPAIR &amp; REPLACEMENT EXPENSE</b>	<b>\$1,312.50</b>	<b>\$1,365.00</b>	<b>\$1,419.60</b>	<b>\$1,476.38</b>	<b>\$1,535.44</b>
<b>OPERATING RESERVE</b>	<b>\$460.24</b>	<b>\$478.65</b>	<b>\$497.79</b>	<b>\$517.70</b>	<b>\$538.41</b>
<b>TOTAL EXPENSE</b>	<b>\$11,970.00</b>	<b>\$12,444.78</b>	<b>\$12,942.57</b>	<b>\$13,460.28</b>	<b>\$13,998.69</b>
<b>NET INCOME</b>	<b>\$120.00</b>	<b>\$128.82</b>	<b>\$133.97</b>	<b>\$139.33</b>	<b>\$144.90</b>

**ANNUAL INSTALLMENTS ON ASSESSMENTS  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION**

<u>Unit Type</u>	<u># of units</u>	<u>Assessment</u>
Class A (Residential)	105	\$ 114.00

The table above reflects the estimated initial annual installment of the association assessment, based on an equal par value factor. The assessment is based on the common expenses projected for the first full year of operation as an Association, less income from sources other than assessments. The Association assessment installments reflect the addition of less than all units to the Association in the first year of operation as a Association.

## TABLE OF REPAIR & REPLACEMENT RESERVES HOLLAND MEADOWS HOMEOWNERS ASSOCIATION

The following table represents the repair and replacement reserves requirements for the Association. The requirements are based upon the professional engineering reports prepared for the project, site inspections, physical measurements from plans and architectural drawings, data and judgments by PASI based on similar communities or features, and industry publications.

Column 1 is the name or description of the item. Column 2 represents where applicable, the physical amount of each item contained in the community. Such figures may be approximate. Column 3 is the estimated remaining life, in years, for the item. Column 4 is the total replacement cost in current dollars for the items. Column 5 is the annual proration to reserves for the item, at completion. Column 6 is the initial annual proration to reserves.

The Declarant, in developing the Table of Reserves, used criteria based on two areas: Frequency of replacement and cost of replacement.

Items with less than three years of remaining useful life are not included in the Table of Reserves. Such items will be dealt with in the course of the Association's normal maintenance operations. Such maintenance items are not felt to create an unreasonable burden for the Association.

Costs were further evaluated on the basis of whether an item was a major component of the common elements (to be treated as a system or an item in and of itself), or if the item was a sub-component of a major component of the common elements.

Major components, in general, are included in the Table of Reserves if the replacement cost is determined to be greater than or equal to \$5000 or the annual proration of the replacement cost (based on estimated useful life) is greater than or equal to \$1000.

Subcomponents, in general, are included in the Table of Reserve if the total replacement cost is greater than or equal to \$1500 or the annual set-aside for reserves is greater than or equal to \$300.

ACCOUNT	ITEM	QUANTITY	UNIT	REMAINING	REPLACE.	ANNUAL	UNIT
			COST	LIFE	COST	COST	PER MONTH
62810	SIGNAGE	1 EA	\$2,500.00	25	\$2,500	\$100	\$0.21
62820	IRRIGATION	1 EA	\$2,500.00	25	\$2,500	\$100	\$0.21
62910	BMP	15000 SQ FT	\$1.00	50	\$15,000	\$300	\$0.63

**EXHIBIT E**

**SCHEDULE OF OWNERSHIP INTEREST  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION**

**Each unit owner shall have a 1/105 interest in the association**

Please note: The SCC websites will be unavailable Saturday, October 26th, from 10:00 a.m. until 4 p.m. for system maintenance. We apologize for the inconvenience and appreciate your patience.

Alert to business entities regarding solicitations from VA CERTIFICATE SERVICE available from the Bulletin Archive link of the Clerk's Office website.



S  
Cor



10/24/19

CISM1001 OFFICERS/DIRECTORS AND PRINCIPAL OFFICE

11:09:31

CORPORATE ID: 0726909 5 CURRENT AR# 219-10-8853 DATE 07/22/19

CORP NAME: HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.

STREET: 24370 JOHN HENRY ST

CITY: WINDSOR

STATE: VA ZIP: 23487

S C

DIR REQUIRED: Y

E A

OFFICERS/DIRECTORS DISPLAY FOR AR# 219-10-8853

L T

NAME

TITLE

SIGN

B
B
B
B
B
B

RYAN PRINGLE

PRESIDENT

CHRIS LOVELETTE

VICE PRESIDENT

SIDNEY G DELEPINE III

SEC/TREA

PAT HEIDT

TRUSTEE

ADRIENNE JACKSON

TRUSTEE

(Screen Id:/Corp\_Officer\_Director PG\_Inquiry)

**ASSIGNMENT OF DECLARANT RIGHTS**

**THIS ASSIGNMENT OF DECLARANT RIGHTS** (hereinafter "Assignment") is made this 31st day of October, 2019 by and between **HOLLAND MEADOWS, INC.**, a Virginia Corporation (hereinafter "Declarant"), to be indexed as **GRANTOR**, and **ASHDON BUILDERS, INC.**, a Virginia Corporation and **WH AT HULLS CREEK, LLC**, a Virginia limited liability company (hereinafter "Assignees"), to be indexed as **GRANTEES**.

**WITNESSETH:**

WHEREAS, Declarant was the owner of certain real property in Isle of Wight County, Virginia, known as HOLLAND MEADOWS, by virtue of that certain Deed from Shiloh Development, LLC, a Virginia limited liability company, dated February 15, 2007 and duly recorded in the Clerk's Office of Isle of Wight County Circuit Court in Instrument Number 070001094. Said Deed was corrected to change the original grantor's name to Shiloh Development, Inc., a Virginia corporation, which said correction Deed was dated December 23, 2009 and duly recorded in the Clerk's Office of Isle of Wight County Circuit Court in Instrument Number 110002255 (hereinafter "Property"); and

WHEREAS, Holland Meadows is governed by that certain Declaration of Restrictive Covenants of Holland Meadows, Phase One, duly recorded in the Clerk's Office of Isle of Wight County Circuit Court in Instrument Number 100004196, (hereinafter "Declaration"), and said Declaration grants certain rights to the Declarant; and

WHEREAS, Section 101.E. of the Declaration states that "*Declarant shall mean and refer to HOLLAND MEADOWS, INC., its successors and assigns.*"

WHEREAS, Declarant conveyed all its rights, title and interest in the Property to ASHDON BUILDERS, INC., a Virginia Corporation, and WH AT HULLS CREEK, LLC, a Virginia limited liability company, by virtue of that certain Deed of Bargain and Sale dated April 29, 2019 and duly recorded in the Clerk's Office of Isle of Wight County Circuit Court in Instrument Number 190001768; and

TAX MAP NUMBER: 54-01-45

PREPARED BY: INMAN & STRICKLER, PLC  
575 LYNNHAVEN PARKWAY  
SUITE 200  
VIRGINIA BEACH, VA 23452

WHEREAS, upon Declarant's conveyance of the Property to the Assignees, Declarant did not convey the Declarant's rights provided for in the Declaration to the Assignees; and

WHEREAS, Declarant now wishes to convey all of Declarant rights, duties and responsibilities contained in the Declaration to the Assignees.

NOW THEREFORE:

1. Declarant hereby assigns, to the extent assignable and without warranty of any kind, to the Assignees, all Declarant's rights, duties and responsibilities under the Declaration. The foregoing assigned rights of the Assignee may be exercised exclusively by the Assignees and their successors and assigns.
2. The Assignees shall indemnify and hold Declarant harmless from and against all claims, causes of action, suits, damages, costs and expenses, including attorney's fees and cost arising after the recording of this Assignment pertaining to the Assignees' Declarant rights, duties and responsibilities pursuant to the Declaration.

WITNESS the following signatures and seals:

{SIGNATURE AND NOTARY PAGES TO FOLLOW}



HOLLAND MEADOWS, INC.  
A VIRGINIA CORPORATION

By: *William B. Cross*  
WILLIAM B. CROSS  
PRESIDENT

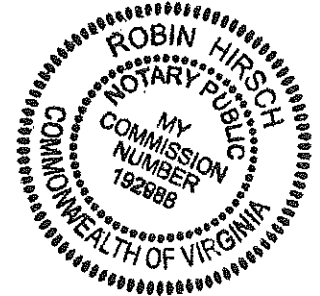
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesapeake to-wit:

The foregoing instrument was acknowledged before me in the  
aforementioned City/County in the Commonwealth of Virginia, this 30 day of  
October, 2019, by WILLIAM B. CROSS, President of Holland  
Meadows, Inc., a Virginia corporation, on behalf of said corporation, who is  
personally known to me or has produced identification.

*Robin Hirsch*  
Notary Public

My Commission Expires: 7-31-2021

Notary Registration Number: 192988



ASHDON BUILDERS, INC.  
A VIRGINIA CORPORATION

By: *William B. Cross*  
WILLIAM B. CROSS  
PRESIDENT

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesapeake to-wit:

The foregoing instrument was acknowledged before me in the  
aforementioned City/County in the Commonwealth of Virginia, this 30 day of  
October, 2019, by WILLIAM B. CROSS, President of Ashdon  
Builders, Inc., a Virginia corporation, on behalf of said corporation, who is  
personally known to me or has produced identification.

*Robin Hirsch*  
Notary Public

My Commission Expires: 7-31-2021

Notary Registration Number: 192988



WH AT HULLS CREEK, LLC  
A VIRGINIA LIMITED LIABILITY COMPANY

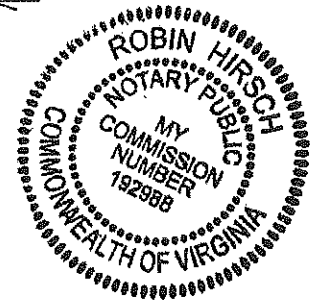
By: [Signature]  
Jon WETHERINGTON  
MANAGING MEMBER

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesapeake to-wit:

The foregoing instrument was acknowledged before me in the  
aforementioned City/County in the Commonwealth of Virginia, this 31 day of  
October, 2019, by Jon WETHERINGTON,  
Managing Member of WH at Hulls Creek, LLC, a Virginia limited liability  
company, on behalf of the Company, who is personally known to me or has  
produced identification.

[Signature]  
Notary Public

My Commission Expires: 7-31-2021  
Notary Registration Number: 192988



To: Inman & Strickler PC

INSTRUMENT # 190004778  
RECORDED IN THE CLERK'S OFFICE OF  
ISLE OF WIGHT COUNTY ON  
NOVEMBER 7, 2019 AT 09:55AM

SHARON N. JONES, CLERK  
RECORDED BY: DDS



**Official Receipt**  
**Isle of Wight Circuit Court**  
**Sharon N. Jones**  
**17000 Josiah Parker Circle**  
**Isle of Wight, VA 23397**  
**(757) 365-6233**

**Received Of : INMAN & STRICKLE PLC**  
**Cashier : DDS**

Instrument Type : ASGMT	Receipt # : 2019-020831
Instrument # : 190004778	Date : 11/07/2019 09:56:08am
Pages : 5	Document : 1 of 1
1st Grantor : HOLLAND MEADOWS INC	Ex : N
1st Grantee : ASHDON BUILDERS INC	Ex : N
Description: INST 10-4196	Pct : 0.00%
Consideration: 0.00	Assumed Value: 0.00
	1st City: Y

Item #	Description	Qty	Unit Cost	Extended
035	VOF	1	1.00	1.00
301	Clerk 1-10 Pages	1	14.50	14.50
145	VSLA	1	1.50	1.50
106	TTF	1	5.00	5.00
423	Paper Recording Fee	1	5.00	5.00
<b>Document 1</b>				<b>27.00</b>
Grand Total				27.00
Check 10326				-27.00
Balance				0.00