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THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, is dated as of September 13, 2007, by CAMERON'S LANDING, LLC, a Virginia limited liability company, (the "Developer") and CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation, ("The Association").

WITNESSETH;

WHEREAS, the Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a planned development residential community to be known as "Cameron's Landing";

WHEREAS, the Developer desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions;

WHEREAS, the Developer has caused the Association to be incorporated under the laws of the Commonwealth of Virginia for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments ("Assessments"), affirmative obligations, and liens (all hereinafter sometimes referred to as ("Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

When used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) the following words and terms shall have the following meanings:

(a) "Association" shall mean and refer to Cameron's Landing Homeowners' Association, Inc., a Virginia non-profit, non-stock corporation, its successors and assigns.

(b) "Cameron's Landing" shall mean and refer to the lands in the City of Hopewell, Virginia, which are shown as a part of Cameron's Landing on the Developer's Master Plan as revised from time to time.

(c) "Developer" shall mean CAMERON'S LANDING, LLC, its successors and assigns.

(d) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(e) "Residential Lot" shall mean any subdivided parcel of land located within the Properties which parcel is intended for use as a site for a Single Family Detached Dwelling as shown upon any recorded final subdivision map of any part of the Properties. No parcel shall, however, be classified as a Residential Lot for the purpose of calculating votes or assessments, nor placed upon the Registration List, until the first day of the quarter of the year following (i) the date of recording of the Plat in the Clerk's Office of the Circuit Court of the City of Hopewell, Virginia ("Clerk's Office"), showing such lot, and (ii) the date of placement of such lot on the Developer's inventory list of lots available for sale to purchasers.

(f) "Registration List" shall mean and refer to the official index prepared by the Association of all Residential Lots within the Properties. The Developer shall submit to the Association a listing of any parcel or parcels of land which shall become eligible to be added to the Registration List no later than one (1) day prior to the commencement of the quarter of the year during which said parcel or parcels of land shall be classified as a Residential Lot.

(g) "Family Dwelling Unit" shall mean and refer to any Single Family Detached Dwelling constructed upon any Residential Lot located within the Properties.

(h) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Clerk's Office, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot or parcel of land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. In the event that there is recorded in the Clerk's Office a long-term contract of sale covering any Lot or parcel of land within the Properties, the Owner of such Residential Lot or parcel of land shall be the Purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract and where the Purchaser does not receive title to the Property until all such payments are made, although the Purchaser is given the use of said Property.

(i) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit in Cameron's Landing.

(j) "Member" shall mean and refer to all those Owners who are Members of the Association as defined in Section 1 of Article III.

(k) "Master Plan" shall mean and refer to the drawing, which represents the conceptual plan for the future development of Cameron's Landing. Since the concept of the future development of Cameron's Landing is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(l) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Developer has conveyed the property.

(m) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties" and any personal property acquired or leased by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their guests, Tenants (to the extent permitted by the Board of Directors of the Association), and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands or personal property which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon expiration of such lease.

(n) "Intended Common Property" shall mean and refer to those tracts of land and any improvements thereon committed to the Association through express, written notification by the Developer to the Association of intent to convey said property to the Association as a Common Property.

(o) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein. In the event fifty-one (51%) percent of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members, provided, however, that if a higher percentage required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

(p) "Clerk's Office" shall mean and refer to the office of the Clerk of the Circuit Court of the City of Hopewell, Virginia.

ARTICLE IIEXISTING PROPERTY AND ADDITIONS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to these Covenants is described on Exhibit "A" attached hereto and made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Developer intends to develop the Existing Property in accordance with a Master Plan placed on display in certain model homes and other areas. The Developer reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program. The Master Plan shall not bind the Developer to adhere to the Master Plan in the development of the land shown thereon. Subject to its right to modify the Master Plan as stated herein, the Developer shall convey to the Association certain properties designated for such conveyance in Article IV, Section 4 of this Declaration, and, in addition, may at its option convey to the Association as provided in Article IV such of those parcels of land designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall Plan. Once conveyed to the Association, these properties shall become Common Properties. The Developer shall not be required to follow any predetermined sequence or order of improvements and development and may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Developer shall have full power to add to, subtract from, or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. During the period of development, which shall by definition extend from the date hereof to January 1, 2050, the Developer shall have the right, without further consent of the Association, to bring within the Plan and operation of this Declaration, additional acreage adjacent to or near Cameron's Landing owned or acquired by the Developer during the period of development. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at one time or at different times. The additions of such property authorized under this paragraph may increase the cumulative maximum number of Residential Lots authorized in the Properties by the Zoning Ordinance of the City of Hopewell, Virginia, and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

The additions authorized under this and the succeeding subsection shall be made by recording a Supplementary Declaration of Covenants and Restriction with respect to the additional property, which shall extend the operation and effect of the Covenants to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other prior additions to the Properties.

(b) Other Additions. Upon approval in writing of the Association pursuant to a simple majority of the vote of those present at a duly called meeting, the owner of any property who desires to add such property to the plan and operation of this Declaration and to subject it to the jurisdiction of the Association shall record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property. The additions of such property authorized under this subparagraph may increase the cumulative maximum number of Residential Lots authorized in the Properties by the Zoning Ordinance of the City of Hopewell, Virginia, and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other prior additions to the Properties.

(c) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the By-Laws of the Association, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Property, together with the covenants established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the Covenants within the Existing Property, including, without limitation, the maximum limits on Assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Additional lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Cameron's Landing. Also, the name Cameron's Landing may be used by the Developer to refer to other nearby properties not subject to this Declaration.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Developer, every Owner, and any creditor who acquires title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be Members of the Association. The Association may issue to each Member a membership card, which shall expire upon sale by an Owner of his property in Cameron's Landing. Tenants shall not be Members of the Association. Every Owner shall be required to submit the name(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Association.

Section 2. Voting Rights. The Association shall have the following types of membership:

TYPE "A": Type "A" Members shall be all Owners, including the Developer, of Residential Lots, and shall be entitled to one (1) vote for each Residential Lot which a Member owns.

TYPE "B": The Type "B" Member shall be the Developer, which shall be entitled to elect a portion of the Board of Directors as set out in Section 4 of this Article III.

Payment of Special Assessments shall not entitle Type "A" Members to additional votes.

When any Property entitling the Owner to membership as a Type "A" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) if only one (1) votes, in person or by proxy, his act shall bind all;
- (2) if more than one (1) vote, in person or by proxy, each fraction shall be entitled to its proportionate share of the vote or votes.

The principles of this paragraph shall apply, insofar as possible, to the execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) Members. The number and term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Except as may be otherwise provided in the Articles of Incorporation, there shall be two (2) classes of Directors: Class I Directors, who shall be elected by the Type "A" Members, and Class II Directors, who shall be elected by the Type "B" Members. The Board of Directors shall have the power to provide for staggered election of the Class I Directors in accordance with the provisions of the Articles of Incorporation.

Section 4. Election of The Board of Directors. (a) Each Type "A" Member may cast the total number of votes to which he is entitled for each vacancy to be filled by a Class I Director. Cumulative voting shall not be allowed.

(b) The Type "A" Members shall elect the Class I Director(s), and the Type "B" Member shall elect the Class II Director(s) according to the following formula:

- (1) At any time that the total number of Residential Lots placed on the Registration List of the Association is less than one hundred (100%) percent of the maximum number of Residential Lots authorized in the Properties by the Zoning Ordinance of the City of Hopewell, Virginia, the majority of the Board of Directors (fifty-one (51%) percent of the total number of Directors, rounded to the nearest whole number) shall be the Class II Directors and shall be elected by the Type "B" Member. The remaining Directors shall be the Class I Director(s) and shall be elected by the Type "A" Members.
- (2) At any time that the total number of Residential Lots placed on the Registration List of the Association is equal to one hundred (100%) percent of the maximum number of Residential Lots authorized in the Properties by the Zoning Ordinance of the City of Hopewell, Virginia, the majority of the Board of Directors (fifty-one (51%) percent of the total number of Directors, rounded to the nearest whole number) shall be the Class I Directors and shall be elected by the Type "A" Members. The remaining Directors shall be the Class II Director(s) and shall be elected by the Type "B" Member.
- (3) For the purposes of this formula, the total number of Residential Lots placed on the Registration List of the Association and the maximum number of Residential Lots authorized in the Properties shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 5. Members to Have Power of Referendum in Certain Instances.

Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum. In the event fifty-one (51%) percent or more of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions hereof. At any time that the Type "A" Members have the ability to elect a majority of the Board of Directors, the Members may require a Referendum on any action of the Board of Directors by presenting to the Secretary of the Board within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than forty (40%) percent of the Members. In the event such a petition is presented to the Secretary of the Board, the Referendum shall be conducted by mailed ballots in accordance with the provisions of Sections 8 and 5 of this Article.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

(a) The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (e) of Section 3 of Article V hereof, (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Property as provided for by subparagraph (f) of Section 3 of Article IV hereof, (iv) an amendment to this Declaration as provided for by Section 2 of Article VIII hereof, or (v) the termination of this Declaration as provided for by Section 1 of Article VIII hereof, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership required for such action shall constitute a quorum.

(b) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (a) above, the presence at the meeting of Members or proxies entitled to cast thirty (30%) percent of the total vote of the Membership required for such action shall constitute a quorum.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph (a(v)) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.



Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given to each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specifically provided ballots mailed or delivered to the Association.

Section 8. Ballots by Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III, provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" and "B" Member, and every guest of such Type "A" and "B" Member, shall have a right of easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot.

Employees of the Type "B" Member shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse, parents, and children who reside with such Member in Cameron's Landing shall have the same easement of enjoyment hereunder as a Member.

In those instances where a Residential Lot in Cameron's Landing is owned by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint Owners and corporations shall annually appoint one (1) person as the "Primary Member." Such Primary Member shall have the same

easement of enjoyment in the Common Properties as Members who own such property singularly. The remaining joint members and the principal officers of such corporation shall be entitled to an easement of enjoyment in the Common Properties by:

- (1) Paying the same user fees as guest of Members, or
- (2) By paying to the Association annually an amount equal to the Annual Assessment charged against the property in which he or she owns a fractional interest. The payment of such amount shall not entitle such remaining joint members or principal officers to additional votes in the Association.

The Board of Directors may grant certain Tenants and guests access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

Section 2. Title to Common Properties. (a) The Developer covenants that it shall convey by deed to the Association, either by gift or by sale, and subject to (i) all restrictions and limitations imposed by this Declaration, including, without limitation, all rights of easement and rights of entry reserved unto the Developer, its successors and assigns in said Declaration, (ii) all other restrictions and limitations of record at the time of conveyance, (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said deed, (iv) any commitments by the Developer to construct certain improvements thereon as stipulated in said deed, those intended Common Properties described in Section 4 of this Article IV hereof, and any other parcels of land and any improvements thereon now or hereafter designated as Intended Common Properties, and, upon such conveyance, such parcels of land and any improvements thereon shall become Common Properties.

(b) The Association shall not object to the designation by the Developer of any parcel of land or any improvements thereon as an Intended Common Property and shall not refuse to accept any deed of gift to any Intended Common Property as a Common Property at such time as the Developer, in its sole and uncontrolled discretion, deems it advisable to convey such property to the Association.

(c) Upon designation by the Developer of any parcel of land and any improvements thereon as an Intended Common Property, or upon conveyance of any parcel of land and any improvements thereon as a Common Property by the Developer, the Association shall immediately become responsible for all maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors, subject to this Declaration. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance and operation of all Common Properties and Intended Common Properties, notwithstanding the fact that: (i) the Developer has not conveyed such Intended Common Properties to the Association, until such time as the Developer, in its sole and uncontrolled discretion deems it advisable to do so, subject to the provisions of Section 3 of this Article IV, and (ii) the Developer may elect in its sole and uncontrolled discretion to operate certain

facilities within Intended Common Properties until such time as said facilities are actually conveyed to the Association.

(d) Notwithstanding anything in the foregoing to the contrary, the Developer hereby reserves the right to enter upon any Intended Common Property or Common Property for the purposes of constructing indoor and outdoor community facilities thereon, including, but not limited to, basketball courts, playgrounds, ball fields, gazebos, swimming pools, clubhouses, picnic shelters, picnic tables, parks, walking trails and bike trails. The provisions of this paragraph shall in no way create any obligation on the part of the Developer to construct any such facilities on said properties.

(e) Natural areas, trail areas, etc. may be designated from time to time as Intended Common Properties, and shall be conveyed in large or small parcels from time to time after the Developer has completed surveying and platting all adjacent subdivisions for Residential Lots which may abut such natural areas, trail areas, etc.

(f) The Developer shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time a said prohibition may be nullified.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its By-Laws, to borrow money from the Developer or any lender to improve and/or maintain the Common Properties and provide services authorized herein and in aid thereof to mortgage said Properties provided, however, that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote at a duly called meeting of the Association;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosures;

(c) the right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations to pay the Assessment;

(d) the right of the Association to charge reasonable admission and other fees for the use of recreational facilities and services of the Common Properties as well as the right of the Association to distinguish between owner memberships and corporate memberships;

(e) the right of the Developer or the Association by its Board of Directors to dedicate or transfer to any public or private utility drainage or utility easements on any part of the Common Properties;

(f) the right of the Association to give or sell all or any part of the Common Properties, including lease-hold interests, subject to (i) the Zoning Ordinance of the City of Hopewell, Virginia, (ii) the limitations and restrictions imposed by the General Property Covenants, and (iii) all other restrictions and limitations of record at the time of conveyance, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfers, and determinations as to purposes and conditions shall be authorized by the affirmative vote of two-thirds (2/3) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6(a), and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certification shall be annexed to any instrument of dedication or transfer of any parcel of land and improvements thereon affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the Members. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its sole and uncontrolled discretion; and

(g) the rights of reversion of the Lessor of any Common Properties leased by the Association.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer covenants, and each Owner of any Residential Lot located within the Properties, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges; and (b) Special Assessments or charges for the purposes set forth in this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such Assessment is made. Each such Assessment, together with such interest thereon and

cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Residential Lot, all co-Owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 2. Purpose of Assessments. The Annual Assessments shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Properties and Intended Common Properties, and to provide services which the Association is authorized to provide.

Section 3. Application of "Maximum" Assessment. The Maximum Regular Annual Assessment, as set forth in subparagraph (a) hereinbelow, and as is automatically increased annually by ten (10%) percent pursuant to the provisions of subparagraph (3) below, shall be levied by the Association. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Assessment less than the Maximum Regular Annual Assessment, it may levy such lesser Assessment; provided, however, so long as the Developer is engaged in the development of Properties which are subject to the terms of this Declaration, the Association may not reduce Assessments below those set out in Section 3(a) immediately below without the written consent of the Developer. The levy of an Assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board's right to levy an Annual Assessment equal to the Maximum Regular Annual Assessment in subsequent years.

If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any Assessment year, the next year's Annual Assessment shall automatically be greater than the Annual Assessment levied for the previous Assessment year by a percentage equal to ten (10%) percent set out in subparagraph (e) below; provided, however, that the Board of Directors may, by majority vote, levy a greater or lesser Assessment if it shall determine that the important and essential functions of the Association will be properly funded by such greater or lesser Assessment.

If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any Assessment year and thereafter, during such Assessment year, determine that the important and essential function of the Association cannot be funded by such lesser Assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Annual Assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of the Association determines that the important and essential functions of the Association will not be properly funded in any one (1) year, or in any one (1) year and all subsequent years, without an increase in the Maximum Regular Annual Assessment, it may request approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years, by the vote of the Members at a duly called meeting of the Association,

subject to the quorum requirements established by Article III, Section 6(a). Should the Members vote in favor of such proposed increase, it shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to the provisions hereof shall in no way affect the Maximum Regular Annual Assessment for subsequent years or increases thereof in subsequent years.

(a) From and after January 1, 2006, the Maximum Regular Annual Assessment shall be three hundred and no/100 Dollars, (\$300.00) dollars a year per Residential Lot, automatically increased each year thereafter by the inflation adjuster set forth in Section 3(e) of this Article.

(b) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Residential Lot until the first day of the quarter of the year following (i) the date of recording of the Plat in the Clerk's Office showing such lot, and (ii) the date of placement of such lot on the Developer's inventory list of lots available for sale to purchasers. The Assessment on lots shall be calculated as follows: (i) on lots which have been purchased, built on, and sold by builders to a purchaser, the assessment shall begin on the first day of the month following the recordation date of said sale; (ii) on lots purchased by builders to build upon, the assessment shall begin one year from the date of the recordation of the builder's deed, whether or not the lot has been built upon or sold.

(c) Assessments shall be billed on such basis as may be determined by the Board of Directors. The billing schedule shall be the same for all Properties. All Assessment bills shall be due and payable ninety (90), thirty (30), or fifteen (15) days from the date of mailing of same as determined by the Board of Directors, provided, however, that if the Board of Directors elects to utilize a Billing Agent, the Billing Agent shall set the date on which Assessment bills shall be due and payable.

(d) The Board of Directors may authorize a Billing Agent to collect the Assessments. If the Board of Directors elects to use a bank card or credit card service as such Billing Agent, the Board of Directors shall have the power to authorize the opening of a credit card account in the name of each Owner and the issuance of a credit card to each Owner for the payment of Assessments, subject to approval of the credit card service, and each such Owner shall be required to utilize the approved credit card account for payment of Assessments.

(e) From and after January 1, 2006, the Maximum Regular Annual Assessment shall be automatically increased each year beginning January 1, 2007, by ten (10%) percent. In any given year, the Board of Directors in its discretion may reduce said increase, but said reduction shall only apply for that year. For each successive year, the automatic increase shall still apply.

Section 4. Special Assessments for Improvements and Additions. In addition to the Maximum Regular Annual Assessments authorized by Section 3 hereof, the Association may levy Special Assessments for the following purposes:

(a) construction, reconstruction, repair, or replacement of capital improvements upon the Common Properties or Intended Common Properties, including the necessary fixtures and personal property related thereto:

(b) additions to the Common Properties;

(c) to provide necessary facilities and equipment to offer the services authorized herein; or

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such Special Assessment, before being charged, must have received the approval of the Members of the Association by the favorable vote of fifty-one (51%) percent of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6(a). The notice of such meeting shall include one (1) statement from those Directors favoring the Special Assessment and one (1) statement from those Directors opposing the Special Assessment, if any, containing the reasons for those Directors' support and opposition for the Assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may make in any one (1) year an Annual Assessment up to the maximum set forth in Section 3 of this Article V, plus an additional Special Assessment. Such Special Assessment in any one (1) year may not exceed a sum equal to the amount of the Maximum Regular Annual Assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster, or other casualty loss. The fact that the Association has made an Annual Assessment for an amount up to the Maximum Regular Annual Assessment shall not affect its right to make a Special Assessment during the year.

Section 5. Reserve Funds. The Association may establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for:

(a) major rehabilitation or major repairs;

(b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and

(c) initial costs of any new service to be performed by the Association.

Section 6. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association participates.

Section 7. Date of Commencement of Annual Assessments, Due Date. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 2006. The initial Annual Assessment on the actual Date of Commencement shall be prorated to reflect the remaining full quarters of the initial Assessment year.

Section 8. Duties of the Board of Directors. The Board of Directors shall fix the amount of the Annual Assessment and shall direct the preparation of an index of all Residential Lots on the Registration List and Annual Assessments and Special Assessments applicable thereto, which shall be kept in the Office of the Association and which shall be open to inspection by any Member. Written notice of Assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said Assessments a certificate in writing signed by an Officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect Assessments, the certificate of the said Billing Agent shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Annual Assessment or any Special Assessment is not paid within thirty (30) days of the due date thereof, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection thereof including a reasonable attorney's fee) become a charge and continuing lien on the land and all improvements thereon against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the Assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such Assessment the costs of preparing the filing of the Complaint in such action and a reasonable attorney's fee. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee together with the costs of the action.

If the Board of Directors of the Association elects to utilize a Billing Agent to collect Assessments, interest which shall accrue on past-due sums shall be the maximum interest rate which such agent may lawfully charge.



Section 10. Subordination of the Lien. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first deed of trust now or hereafter placed upon any Properties subject to Assessment, and in addition, shall be subordinate to the lien of the cost of corrective action provided for in the General Property Covenants. In the event a creditor acquires title to any Property subject to Assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to Assessment.

Section 11. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association owed more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a written request therefor, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 12. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

## ARTICLE VI

### FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Properties. The Association shall be authorized to own and/or maintain Common Properties, Intended Common Properties, equipment furnishings, and improvements devoted to the following uses:

- (a) for roads, roadways, roadway medians and parkways along said roads or roadways, cul-de-sac islands, and neighborhood or other area entrances throughout the Properties;
- (b) for sidewalks, walking paths or trails, and bicycle paths through the Properties;
- (c) for neighborhood entrance signs, directional signs, and other area signs;
- (d) for security services;
- (e) for buildings used in maintenance functions;

(f) for providing any of the services which the Association is authorized to offer under Section 2 of this Article VI; 0099

(g) for purposes set out in deeds by which Common Properties are conveyed to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article VI;

(h) for maintenance, upkeep, and repair of any BMPs including landscaping around said BMPs; and

(i) for indoor and outdoor community facilities, including, but not limited to, basketball courts, playgrounds, ball fields, gazebos, picnic shelters, picnic tables, parks, walking trails, bike trails, swimming pools, clubhouses, and tennis courts.

Section 2. Services. The Association shall be authorized but not required, except as specified in Section 3 of this Article VI, to provide the following services:

(a) cleanup and maintenance of all roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, streams, parks, sidewalks, walking trails, bike trails, swimming pools, club houses, Common Properties, Intended Common Properties, and Open Space Areas within the Properties, and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) landscaping and beautification of roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhoods and other area entrances, streams, parks, sidewalks, walking paths, bike trails, Common Properties, Intended Common Properties, and Open Space Areas;

(c) maintenance of neighborhood entrance signs, directional signs, and other area signs;

(d) lighting of roads, sidewalks, walking paths, bike trails, parking lots, and any recreational and community facilities located within the Properties;

(e) security, including, but not limited to, the employment of security guards for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of the State of Virginia or the City of Hopewell, Virginia, within the Properties;

(f) garbage and trash collection and disposal;

(g) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(h) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Associations obligations and business under the terms of this document;

(i) to take any and all actions necessary to enforce all Covenants and Restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any Covenants or Restrictions applicable to the Properties;

(j) to set up and operate an Architectural Review Board in the event that the Association is designated by the Developer as the agent or the assign of the Developer for such purpose, pursuant to the provisions of Article VII;

(k) to conduct instructional, recreational, sports, crafts, social, and cultural programs of interest to Members, their families and guests;

(l) to construct improvements on Common Properties or Intended Common Properties for use for any of the purposes authorized in this Article, or as may be required to provide any of the services authorized in this Article;

(m) to provide administrative services, including, but not limited to, legal, accounting, and financial; and communication services, including, but not limited to, community newsletters and newspapers to inform Members of activities, notices of meetings, referendums, and other issues and events of community interest;

(n) to provide liability and hazard insurance covering improvements and activities on the Common Properties;

(o) to construct mailboxes, signs, and other standard features for use throughout the Properties;

(p) to provide lawn maintenance on any or all residential lots; and

(q) to provide any or all of the above listed services to another association of Owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 3. Minimum List of Functions and Services. The "Minimum List of Functions and Services" shall establish and define the minimum level of functions and services, which the Association must furnish to its Members. So long as the Developer is engaged in the development of Properties, which are subject to the terms of this Declaration, the Association shall not reduce the level of functions and services it furnishes to its Members below such minimum level without the prior written consent of the Developer. The "Minimum List of Functions and Services" shall obligate the Association to:

(a) provide or procure the administrative services necessary to carry out the Association's obligations and business under the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, including, but not limited to, legal, accounting, financial, and communications services;

(b) administer and enforce the covenants and restrictions established in this Declaration, including, but not limited to, the following actions:

- (1) set Assessments, levy such Assessments, notify the Members of such Assessments, and collect such Assessments;
- (2) prepare accurate indexes of Members, Residential Lots, Votes, Assessments, the total number of Residential Lots placed on the Registration List of the Association, the maximum number of Residential Lots authorized in the Properties by the zoning Ordinance of the City of Hopewell, Virginia, and the Maximum Regular Annual Assessment;
- (3) operate an Architectural Review Board in the event that the Association is designated by the Developer as the agent or the assign of the Developer for such purpose;
- (4) maintain and operate all Common Properties and Intended Common Properties;
- (5) hold Annual Meetings, Special Meetings, and Referendums as required, hold elections for the Board of Directors as required, and give Members proper notice as required; and
- (6) prepare annual statements and annual budgets, and shall make the financial books of the Association available for inspection by Members at all reasonable times;

(c) should the Developer appoint the Association its agent for the administration and enforcement of any of the provisions of the General Property Covenants or any other covenants and restrictions of record, assume such responsibility and any obligations which are incident thereto;

(d) should the Developer assign to the Association any of the rights reserved unto it in the General Property Covenants or any other covenants and restrictions of record, assume the responsibility of administering and enforcing said rights, and shall assume any obligations which are incident thereto;

(e) provide appropriate liability and hazard insurance coverage for improvements and activities on all Common Properties;

(f) provide appropriate Directors' and Officers' Legal Liability Insurance, and indemnify persons pursuant to the provisions of the Articles of Incorporation of the Association;

(g) keep a complete record of all its acts and corporate affairs;

(h) provide regular and thorough cleanup of all roads, roadways, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, and bike trails throughout the Properties, including, but not limited to, mowing grass on all roadsides, cul-de-sac islands, entrances, and bike trails; landscape maintenance on all roadsides, cul-de-sac islands, entrances, and bike trails; pickup and disposal of trash on all roads, roadsides, cul-de-sac islands, entrances, and bike trails. Such cleanup as is possible shall begin within an individual residential neighborhood as soon as construction of dwellings has commenced within said neighborhood;

(i) provide general maintenance of all neighborhood entrance signs, directional signs, and other area signs, including, but not limited to, painting, repair work, and replacement as needed:

(j) repave all bike trails as needed;

(k) provide regular and thorough maintenance and cleanup of all Common Properties and Intended Common Properties, including, but not limited to, mowing of grass, fertilization as needed, landscape maintenance as needed, pickup and disposal of trash, washing down of picnic tables and benches as needed, pool maintenance as needed, club house maintenance as needed, and painting, repairs to and replacement of all improvements as needed; and

(l) operate and maintain all streetlights along all public roads and within all Common Properties and Restricted Common Properties.

(m) maintain, upkeep, and repair any BMPs within Common Properties including landscaping around said BMPs.

(n) contract with one vendor to provide mailboxes, as designated by the Board of Directors, for all Residential Lots and Common Properties. All mailboxes must be identical in size, shape, color, lettering, numbering, and height. The term mailbox includes newspaper boxes, which shall not be separate from the mailbox. The vendor will be responsible for delivering the mailbox, installing the mailbox, and repair/maintenance of the mailbox at the Lot Owner's expense. The Association shall require each Lot Owner to keep their mailbox in good condition as determined by the Association. All future repair and maintenance shall be made at the Lot Owner's expense. All mailboxes shall display the house number of the Lot and no additional information. The location of house numbers shall be determined by the Association and will be in the same position on each mailbox. The approved vendor must provide proof of appropriate liability and hazard insurance.

- (o) conduct an annual inspection of all playground equipment for safety.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article VI except as specified in Section 3 of this Article VI. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced, subject to the provisions of Section 3 of this Article VI, at any time upon the affirmative vote of two-thirds (2/3) of the votes cast by the Members at a duly called meeting of the Association.

Section 5. Mortgage and Pledge. The Board of Directors shall have the power and authority to obtain loans to be used by the Association in performing its authorized functions and services and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans, provided that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Association. The Developer may, but shall not be required, to make loans to the Association. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the level of the Annual Assessment below the limit of the Maximum Regular Annual Assessment at any time there are outstanding any amounts due the Developer as repayment of any loans made by the Developer to the Association without the express written consent of the Developer.

Section 6. Maintenance of Property Not Owned by the Association. The Association shall be authorized to render services of a governmental nature not furnished by the local government in the case of maintenance of property not owned by it.

## ARTICLE VII

### THE GENERAL PROPERTY COVENANTS AND ARCHITECTURAL CONTROL

Section 1. The General Property Covenants. Pursuant to the provisions of the General Property Covenants, the Developer reserves the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Developer in said General Property Covenants, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, clearing plan, and landscaping plan, and construction schedules for any or all buildings or structures to be erected within any or all of the properties subject to said General Property Covenants. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions, which the Developer, in his (its) sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Developer, the Association shall assume any obligations which are incident thereto.

In addition to the foregoing, the Developer reserves the right to assign in whole or in part to the Association its rights reserved in the General Property Covenants to grant approvals (or disapprovals), to establish rules and regulations, to administer and enforce the provisions of said General Property Covenants, and any or all other rights reserved therein by the Developer. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Developer, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Developer's obligations which are incident thereto (if any), and the Developer shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Developer to the Association shall be made by written instrument, which shall be recorded in the Clerk's Office.

Notwithstanding anything in the foregoing to the contrary, so long as the Developer, its successors and assigns, is the owner of property subject to the provisions of the General Property Covenants, the Developer, in addition to and jointly with the Association, shall retain all rights of easement reserved unto it in said General Property Covenants, and shall, furthermore, retain all rights of entry granted unto it in said General Property Covenants for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of said General Property Covenants, and the retention of said rights of easement and entry by the Developer shall in no way create any obligation on the part of the Developer to perform any affirmative action.

Section 2. The Architectural Review Board. Should the Developer designate the Association its agent or its assign for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Developer in the General Property Covenants to approve (or disapprove) plans, specifications, color, finish, plot plan, landscape plan, and construction schedules for any or all buildings or structures to be erected within any or all of the Properties as specified in Section 1 hereinabove, the Association shall establish and operate an Architectural Review Board for the purpose of administering and enforcing such approvals (or disapprovals). The Architectural Review Board and its committees may charge a reasonable fee for reviewing plans.

1. The Developer herein established an Architectural Review Committee, hereinafter called "ARC", which shall be comprised of George P. Emerson, Jr., T. Harrison Burt, and Carrie E. Coyner, any of which may act. George P. Emerson, Jr., T. Harrison Burt, and Carrie E. Coyner shall remain the "ARC" until the last house in Cameron's Landing is occupied, or until they resign or assign their authority to act as the "ARC" to another person or persons. Any assignment of the function of the "ARC" may be assigned by George P. Emerson, Jr., T. Harrison Burt, or Carrie Coyner by the recordation of an amendment to this declaration and shall be limited to the powers granted therein. The ARC shall coordinate each residence and lot and shall establish reasonable rules and regulations relating to the procedure for architectural approvals and general guidelines for architectural plans for Cameron's Landing.

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

2. **PART I OF THE PLAN APPROVAL PROCESS:** No improvements, either permanent or temporary, alterations, repairs, changes in color, excavations, changes in grade, major landscaping, or other work which in any way alters the exterior appearance of any Lot or improvement located thereon from its natural or improved state (including clearance of trees and vegetation, driveways, entranceways, fences, mailboxes, and lamp post structures), shall be made or done until the plans have been submitted for specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, color, materials, and location of the improvements on the Lot. Two copies of all plans and related data shall be furnished to the ARC for its records. Except in cases where the ordinances of the City of Hopewell would prohibit approval, in the event approval of such plans is neither granted nor denied within forty-five (45) days following receipt by the ARC of written demand for approval, the provisions of this paragraph shall be thereby waived. This shall be known as Part I of the Plan Approval Process. **SEE ARCHITECTURAL GUIDELINES which are made a part hereof by reference.**

**PART II OF THE PLAN APPROVAL PROCESS:** The approval of the "ARC" shall not be deemed final until the builder has received from the "ARC" a signed certification that the house "as built" according to the initial plan approval has in fact been constructed in accordance with the plans which were initially approved by the ARC. Failure to obtain this "as built" approval shall constitute a violation of this declaration.

3. All easements along road frontage and lot lines as shown on the aforesaid subdivision plat are hereby reserved unto the developer, his personal representatives, heirs, assigns, or agents, for the purpose of drainage or furnishing light, telephone or any other utility to the property.

4. Lots shall be occupied and used for private residential purposes only and no building of any kind whatsoever shall be erected or maintained thereon except for:

A. One private dwelling house with each dwelling being designated for occupancy by a single family (including an attached private garage for the sole use of the respective owners of the lot)

B. A single building for the storage of non-commercial vehicles, boats, equipment, and tools used in maintenance of the Lot upon which erected. Outbuildings are discouraged, and the ARC shall take into account the nature of the lot, main residence, and other factors when deciding whether to allow an outbuilding to be built on the Lot.



5. No building shall be located on any lot nearer to any street or to a sideline that is permitted under the applicable local zoning ordinance or established by a building line as established on a recorded subdivision plat in effect at the time such building is constructed.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. This does not pertain to the use of such outbuildings during construction.

7. During construction, the Lot and street in front of said lot shall be maintained in a clean and uncluttered condition, free of unnecessary accumulation of waste and building debris.

8. It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds of his Lot. All improvements on each Lot shall be kept in good repair, and, where necessary, painted on a regular basis. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Outdoor burning of leaves, trash, or other debris shall not be permitted. All trash, garbage, and other waste shall be kept in sanitary containers, which shall be surrounded by screening with such screening being approved by the ARC, or otherwise out of sight from the street.

9. No nuisance or offensive activity shall be permitted or maintained upon any Lot, nor shall any poultry, hogs, rabbits, cattle, or other livestock be kept thereon with the exception of dogs, cats, or other normal household animals kept as pets thereon in numbers not exceeding those permitted by the law provided they are not kept, bred or maintained for any commercial purposes, and must be kept under control of their owner when outside owner's premises, and not constitute a nuisance in the opinion of the ARC, its successors and assigns. The Association strongly discourages ownership of the following dog breeds in Cameron's Landing: Rottweilers, Pit Bulls (which includes but is not limited to American pit bulls, English bull terriers, and all other bull terriers), American Staffordshire Terriers, Mastiffs, Bullmastiffs, Rhodesian Ridgebacks, German sheperds, and Dobermanns. All of the aforementioned dog breeds must be muzzled and leashed when outside of the residence. A dog of the aforementioned breeds may be removed from the neighborhood if there are complaints made about its behavior or lack of owner control. Nor use shall be made of any Lot, which will depreciate or adversely affect the surrounding Lots or the Property.

10. Each residence constructed on a Lot shall be connected to the public water and sewer.

11. No Lot shall be further subdivided, without prior written consent of the ARC. However, the developer hereby expressly reserves for itself, its successors, and assigns, the right to without City approval re-subdivide any Lot or Lots shown on any recorded

plat of subdivision of the Property prior to the delivery of a deed to said Lot or Lots without the prior written consent of any Lot Owner. 0107

12. Clearing plans must be submitted for each Lot.

13. (a) All buildings are subject to the Cameron's Landing Architectural Guidelines.

(b) Homes with all vinyl exteriors must be beaded vinyl siding. Dutch lap vinyl shall only be permitted when combined with brick or stone front veneers.

(c) All air conditioning equipment shall be central air conditioning equipment; no window air conditioning units shall be allowed. Heat pumps visible from the street shall be enclosed with lattice or other material approved by the ARC.

14. No commercially licensed vehicles, motor vehicles, recreational vehicles, boats, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery, or other equipment shall be visible from the street or from adjoining property for a period exceeding twenty-four (24) hours. All commercially licensed vehicles, recreational vehicles, boats, and trailers may only be kept on the Owner's Lot if the recreational vehicle is stored inside of a garage, shed, or other approved enclosed building structure on the Owner's Lot. No screening will be approved for such storage on any Lot.

This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with the development of the Property. It shall be the responsibility of each Owner to construct and maintain suitable and adequate parking space on his Lot and all Owner vehicles shall be parked thereon.

15. The operation of unlicensed motorbikes, ATV's, and motorcycles on the lots and entrance area shall be subject to regulation by the Owners and are operation of such vehicles are prohibited.

16. No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his Lot. No neon or flashing lights shall be permitted. All external lighting must be approved as to size and intensity by the ARC.

17. No signs of any kind shall be displayed to the public view on any lot except:

A. One sign not exceeding four (4) square feet in area used for the purpose of advertising the Lot for sale; and

B. One sign not exceeding four (4) square feet in area, which identifies the builder during construction.

All signs must be pre-approved by the ARC before being <sup>0108</sup>displayed.

18. No temporary, portable, or above-ground swimming pools may be erected on any Lot.

19. No outside antennas, television or otherwise, shall be permitted, provided, however, that until cablevision television becomes available to the Property, exterior television antennas shall be permitted, provided that they do not extend more than five (5) feet past the roof line of any dwelling. No satellite dishes shall be visible from the street.

20. No construction shall be permitted without appropriate erosion control so as to prevent the discharge of any soil or other materials onto any Lot or Common Area. The ARC may establish reasonable rules and regulations establishing a maximum percentage of any Lot which may be covered by a building, driveway, or other structure.

21. No fences or walls not constituting a part of a building shall be erected, placed or altered on any Lot nearer to any street than the minimum exterior setback line, but in no case shall it extend further forward than the rear of the house except with the approval of the ARC. No front yard fences shall be permitted. Gates and brick walls may be permitted in the front yard subject to ARC approval.

No fence shall be erected, placed, or altered on any Lot without the prior written approval of the ARC. The ARC shall only be permitted to approve requests for fences if the fence meets the following requirements:

- (a) Fence height shall not exceed four (4) feet;
- (b) Fence materials must be made of wrought iron, vinyl, PVC, or other material approved by the ARC.

The sound fence adjacent to Interstate 295 shall be permitted to exceed the above height requirement.

22. No shrubs, trees, fences or structures of any type shall be planted or erected which may partially or fully block vehicular sight distance, as set forth in the Virginia Highway Department regulations, on any roadway in the subdivision.

23. All driveways and sidewalks shall be hard-surfaced (i.e., asphalt, concrete). Driveways may not be constructed of gravel or rocks.

24. No Lot Owner shall disturb or siltate shoulders, backslopes, ditches, pavement, curbs and gutters, driveway culverts, or any other improvements within the public right-of-way. Each Lot Owner agrees to be responsible for disturbances, damages, and/or siltation caused by themselves, their employees, suppliers, contractors, or others, and shall have fourteen (14) days from the receipt of a letter from the developer and/or the ARC to correct the damage. If a Lot Owner fails to correct the damage in a workmanlike manner, then the developer or its assigns shall have the right to correct the damage and bill the Lot Owner directly on a cost-plus-fifty-percent (50%) basis. If a Lot owner does not make payment within thirty (30) days of presentation of the bill, a two percent (2%)

per month service charge shall be applied to such bill. Any balance unpaid shall be a lien on the Lot to be collected subject to the same rules and regulations as set forth in Article V, Section 9.

25. All Lot Owners shall be required to use the mailbox chosen by the Association and provided by the approved vendor. See Article VI, Section 3 (n) above.

26. No Lot Owner shall display lawn ornaments including but not limited to, statues, bird baths, adornments, figurines, and stones which would be visible from the street without the written approval of the ARC. All flower pots and containers which are visible from the street must contain live flowers or shrubbery.

27. Each Lot Owner will only be permitted to have one dog house on said Lot. The dog house shall not be visible from the street, and its location must be approved by the ARC. Dog houses should be located on the Lot in such a manner as to reduce the impact on neighboring Lot Owners, which includes a location that is less visible from neighboring lots and a location that reduces the noise impact on adjacent lots.

28. All play structures including swing sets and playhouses shall not be visible from the street. No permanent basketball goals shall be permitted on any Lot. All movable basketball and other sports goals shall not be visible from the street when not in immediate use.

29. All Lot Owners must regularly maintain yards including but not limited to the following yard maintenance requirements:

(a) All grass must be cut and maintained at a minimum grass height of three (3) inches and no higher than six (6) inches;

(b) All flower beds and other non-grass covered areas visible from the street must be edged and weeded and kept in good condition as determined by the ARC or by an ARC committee;

(c) All shrubbery must be kept trimmed and in good condition as determined by the ARC or by an ARC committee;

(d) Irrigation: front and side yards must be irrigated;

(e) Sod: front and side yards must be sodded.

(f) The minimum shrubbery package to be installed by the lot owner at time of construction is eight hundred and NO/100 dollars (\$800.00).

30. Any one or more of the Covenants and Restrictions imposed in Paragraphs 1 through 30 hereof may be waived, modified, or rescinded, in whole or in part, as to all of the Property or any Lot, by written instrument of the ARC.

31. Invalidation of any of these covenants and conditions, by court adjudication or otherwise shall in no way modify, affect, or invalidate any of the other covenants and conditions contained herein which shall remain in full force and effect.

32. Each and every covenant and condition herein imposed may be enforced by the undersigned, or the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or recover damages therefore. The failure of an owner or the undersigned to bring any such proceeding shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any covenant herein contained.

33. These covenants and conditions are to run with the land and shall be binding upon subsequent owner or owners and all parties claiming through or under such owner or owners.

### ARTICLE VIII

#### GENERAL PROVISIONS

Section 1. Duration. These Covenants and any amendments thereto shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date of this Declaration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, provided, however, that there shall be no extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, at a duly called meeting of the Association, fifty-one (51%) percent or more of the total vote entitled to be cast by all the Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that Notice of such Meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast against such Resolution. Said certificate shall be recorded in the Clerk's Office and may be relied upon for the

correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. All proposed amendments to this Declaration shall be submitted to a vote of the Members at a duly called meeting of the Association subject to the quorum requirements established by Article III, Section 6(a). Any proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Clerk's Office.

So long as the Developer, as the Type "B" Member, is entitled to elect a majority of the Members of the Board of Directors, no amendment of this Declaration shall be made without the consent of the Developer. However, any provision of these conditions, covenants, limitations, charges and proprietary requirements imposed herein or any subsequent amendments or future covenants and their conditions, covenants, limitations, charges and proprietary requirements may be amended waived, modified or rescinded, in whole or in part, by written instrument signed by George P. Emerson, Jr. and T. Harrison Burt, his successors and/or assigns.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-Owners or co-Tenants of a Residential Lot shall constitute notice to all Co-Owners or co-Tenants. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these Covenants shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants; and

failure by the Association or any Member or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of:

(a) the Zoning Ordinance of the City of Hopewell, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified;

(b) the Master Plan for the development of Cameron's Landing as approved by the City Council of the City of Hopewell as may from time to time hereinafter be amended or modified; and

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer and/or the Association contemplated under this Declaration, the Developer and/or the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 10. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of this Declaration, all Common Properties belonging to the Association at the time of such adjudication shall revert to the Developer, and the Developer shall own and operate said Common Properties as Trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of the City of Hopewell, Virginia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each Residential Lot located within the Properties shall be subject to an Annual Assessment which shall be paid by the Owner of each such Residential Lot to the Developer or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Developer or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Residential Lot shall not exceed the amount actually assessed against that Residential Lot in the last year that assessments were levied by the Association, subject to the annual inflation adjustments set forth in subparagraph (b) immediately below.

(b) The Maximum Regular Annual Assessment which may be charged by the Developer or Trustee hereunder on any particular Residential Lot may be automatically increased each year by ten (10%) percent.

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Residential Lot and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Developer, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair, and upkeep of the Common Properties. The Developer or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Developer nor the Trustee shall have the obligations to provide for operation, maintenance, repair, and upkeep of the Common Properties once the funds provided by the Annual Assessment have been exhausted.



(e) The Developer shall have the right to convey title to the Common Properties, and to assign its rights and duties hereunder, provided that the transferee accepts such Properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Owners of Properties or in the alternative shall be found to be in the best interest of the Owners of Property by the Circuit Court of the City of Hopewell, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair, and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of Property, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Regular Annual Assessment on property owned by a particular Owner bears to the total Maximum Regular Annual Assessments for all property located within the Properties.

IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed and their seals attached by their duly authorized officers.

CAMERON'S LANDING, LLC, a Virginia limited liability company

By: [Signature] (SEAL)  
T. Harrison Burt, Manager

By: [Signature] (SEAL)  
George P. Emerson, Jr., Manager

STATE OF VIRGINIA  
County of Chesterfield, to-wit:

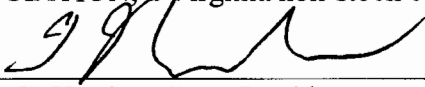
The forgoing instrument was acknowledged before me this 17 day of October, 2007, by George P. Emerson, Jr. and T. Harrison Burt, as Managers of Cameron's Landing, LLC, a Virginia limited liability company, on behalf of said company.

[Signature]  
Notary Public



0115

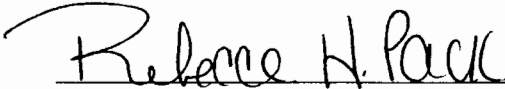
CAMERON'S LANDING HOMEOWNERS'  
ASSOCIATION, a Virginia non-stock corporation

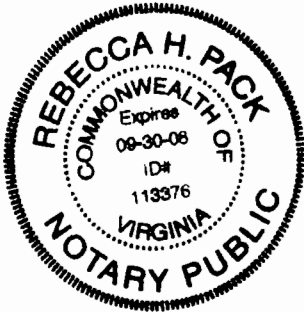
By:  (SEAL)  
T. Harrison Burt, President

STATE OF VIRGINIA

County of Chesterfield, to-wit:

The forgoing instrument was acknowledged before me this 17 day of  
October, 2007, by T. Harrison Burt as President of Cameron's Landing  
Homeowners' Association, a Virginia non-stock corporation, on behalf of said  
corporation.

  
Notary Public



## SCHEDULE "A"

## PARCEL I:

ALL that certain piece or parcel of land, lying and being in the City of Hopewell, Virginia, containing 75.3 acres, more or less and being known as Parcel "1" all as more particularly shown on plat dated March 15, 2006, revised March 16, 2006, revised March 17, 2006, by Townes Site Engineering entitled, "LAND TITLE SURVEY OF TWO PARCELS OF LAND CONTAINING ± 98.6 ACRES SITUATED ON INTERSTATE 295 CITY OF HOPEWELL, VIRGINIA", a copy of said plat being attached hereto and made a part hereof and to which reference is made for a more complete description of the property hereby conveyed.

## PARCEL II:

ALL that certain piece or parcel of land, lying and being in the City of Hopewell, Virginia, containing 23.3 acres, more or less and being known as Parcel "2" all as more particularly shown on the above referenced plat and to which reference is made for a more complete description of the property hereby conveyed.

BEING the same real estate conveyed to Cameron's Landing, LLC, a Virginia limited liability company, by deed from Cameron Holding Company, L.P., a Virginia limited partnership, dated march 17, 2006, recorded March 17, 2006, in the Clerk's Office of the Circuit Court, City of Hopewell, Virginia, in Instrument No. 060000916, page 135.

Prepared by:  
Rudy, Coyner & Associates  
P.O. Box 58  
9910 Wagners Way  
Chesterfield, VA 23832

Tax Parcel No: 106-0245

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR  
CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR CAMERON'S LANDING HOMEOWNERS'  
ASSOCIATION, INC. ("First Amendment") is dated this 10<sup>th</sup> day of  
March, 2011, by CAMERON'S LANDING HOMEOWNERS'  
ASSOCIATION, INC., a Virginia non-stock corporation, ("Association"), CAMERON'S  
LANDING, LLC, a Virginia limited liability company ("Cameron's Landing"), GEORGE P.  
EMERSON, JR. ("Emerson") and T. HARRISON BURT ("Burt," Cameron's Landing,  
Emerson and Burt collectively referred to as "Developer") (all "Grantor" for indexing  
purposes).

WHEREAS, by Declaration of Covenants, Easements and Restrictions for Cameron's  
Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office for the  
Circuit Court of the City of Hopewell, Virginia ("Clerk's Office") on October 17, 2007 as  
Instrument # 070003643 ("Declaration"), the Covenants and Conditions set forth in said  
Declaration were imposed upon the property described therein; and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, the Declaration  
may be amended by written instrument signed by Emerson and Burt, or their successors or  
assigns;

WHEREAS, Emerson, Burt, Cameron's Landing and the Association desire to amend the Declaration to revise certain architectural restrictions;

WHEREAS, Emerson and Burt have signed this First Amendment in accordance with Article VIII, Section 2 of the Declaration;

WHEREAS, Cameron's Landing and the Association have signed this First Amendment to indicate their consent to the amendments contained herein;

**NOW THEREFORE**, in accordance with Article VIII, Section 2 of the Declaration, the Declaration is amended as follows:

1. Article VII, Section 2(13)(b) of the Declaration shall be amended so that the amended version of Article VII, Section 2(13)(b) of the Declaration, in its entirety, is as follows:

*(b) Vinyl siding may be permitted on a lot-by-lot basis. No vinyl siding shall be installed until an application specifying the type and color of vinyl siding and other exterior building materials is submitted to the ARC and approved in writing.*

2. Article VII, Section 2(18) of the Declaration shall be amended so that the amended version of Article VII, Section 2(18) of the Declaration, in its entirety, is as follows:

*18. Temporary, portable and above-ground pools are allowed only if kept within an ARC approved six foot privacy fence to screen the pool from the view of neighboring Residential Lots and the street. All pools, except temporary pools with sides that extend less than two feet above the ground and that are removed when not in use, require written approval from the ARC. A detailed description of the location of the pool, a picture of the pool and proposed screening to reduce visibility of the pool must be included with the ARC application.*

3. Article VII, Section 2(21) of the Declaration shall be amended so that the amended version of Article VII, Section 2(21) of the Declaration, in its entirety, is as follows:

*21. No fences or walls not constituting a part of a building shall be erected, placed or altered on any Lot nearer to any street than the minimum exterior setback line, but in no case shall it extend further forward than the rear of the house except*

*with the approval of the ARC. No front yard fences shall be permitted. Gates and brick walls may be permitted in the front yard subject to ARC approval.*

*No fence shall be erected, placed or altered on any Lot without the prior written approval of the ARC. The application shall include a landscaping plan showing landscaping that will screen the fence, if any. The ARC shall only be permitted to approve requests for fences if the fence meets the following requirements:*

- (a) Fence height must not exceed six (6) feet.*
- (b) Fence materials must be made of wrought iron, vinyl, PVC, or other material approved by the ARC. Salt treated wood is not permitted.*
- (c) Any portion of a fence that extends past the house and is visible from the street must be screened with shrubbery.*

*The sound fence adjacent to Interstate 295 shall be permitted to exceed the above height requirement.*

4. Article VII, Section 2(29)(d), (e) and (f) shall be amended so that that the amended version of Article VII, Section 2(29)(d), (e) and (f), in their entirety, is as follows:

- (d) Irrigation: front yards must be irrigated;*
- (e) Sod: front yards must be sodded;*
- (f) The minimum shrubbery package to be installed by the lot owner at the time of construction is eight hundred and NO/100 dollars (\$800.00). The cost of sod and irrigation is not to be included in meeting this minimum.*

5. These amendments shall be effective as of the date and time that this First Amendment is recorded in the Clerk's Office.

6. Except as set forth above, the Declaration shall remain unchanged by this First Amendment.

{Signatures are on the following page.}

WITNESS the following signatures and seals:

CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation

BY: [Signature]  
George P. Emerson, Jr., President

CAMERON'S LANDING, LLC  
A Virginia limited liability company

BY: [Signature]  
George P. Emerson, Jr., Manager

BY: [Signature]  
T. Harrison Burt, Manager

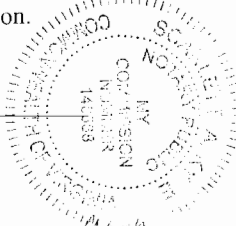
GEORGE P. EMERSON, JR.  
[Signature]  
George P. Emerson, Jr.

T. HARRISON BURT  
[Signature]  
T. Harrison Burt

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> March day of January, 2011, by T. Harrison Burt, in the following capacities: Manager of Cameron's Landing, LLC, a Virginia limited liability company, on behalf of said company, and as an individual with amendment authority pursuant to Article VIII, Section 2 of the Declaration.

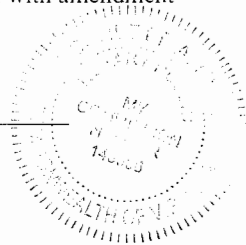
My commission expires: 2/29/12  
[Signature]  
NOTARY PUBLIC



STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> March day of January, 2011, by George P. Emerson, Jr., in the following capacities: President of Cameron's Landing Homeowners' Association; Manager of Camcron's Landing, LLC, a Virginia limited liability company, on behalf of said company; and as an individual with amendment authority pursuant to Article VIII, Section 2 of the Declaration.

My commission expires: 2/29/12  
[Signature]  
NOTARY PUBLIC



INSTRUMENT #110000386  
RECORDED IN THE CLERK'S OFFICE OF  
HOPEWELL ON  
MARCH 16, 2011 AT 11:53AM  
[Signature]  
KAY H. KENLEY, CLERK  
RECORDED BY: BSB

Prepared by:  
Cassie R. Craze, VSB #70054  
Craze Law, PLLC  
P.O. Box 1654  
Midlothian, VA 23113

Tax Parcel No: See Schedule A

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR  
CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC. ("First Amendment") is dated this 19<sup>th</sup> day of March, 2014, by CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation, ("Association"); CAMERON'S LANDING, LLC, a Virginia limited liability company; and GEORGE P. EMERSON, JR., ("Emerson") (Cameron's Landing, LLC and Emerson collectively referred to as "Developer") (all "Grantor" and "Grantee" for indexing purposes).

WHEREAS, by Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office for the Circuit Court of the City of Hopewell, Virginia ("Clerk's Office") on October 17, 2007 as Instrument # 070003643 ("Declaration"), the Covenants and Conditions set forth in said Declaration were imposed upon the property described therein; and

WHEREAS, the Declaration was amended by the First Amendment to the Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office on March 16, 2011 as Instrument # 110000386 ("First Amendment");



WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, the Declaration may be amended by written instrument signed by Emerson and T. Harrison Burt (“Burt”), or their successors or assigns;

WHEREAS, Emerson and Burt were the original Managers of Cameron’s Landing, LLC;

WHEREAS, pursuant to an Agreement dated August 15, 2008, Emerson Companies purchased Burt’s interest in Cameron’s Landing, LLC and Emerson became the sole Manager of Cameron’s Landing, LLC and the successor to Burt for purposes related to amendment of the Declaration;

WHEREAS, Cameron’s Landing, LLC and Emerson desire to amend the Declaration to allow for the collection of late fees for past due assessments and to clarify restrictions on commercial vehicles;

WHEREAS, Emerson has signed this Second Amendment in accordance with Article VIII, Section 2 of the Declaration;

WHEREAS, Cameron’s Landing is the Developer under the Declaration and has signed this Second Amendment to indicate its agreement and consent to the amendment contained herein;

WHEREAS, the President of the Association has signed this Second Amendment to indicate the agreement and consent of the Board of Directors of the Association, which is currently elected by the Developer, to the amendment contained herein;

**NOW THEREFORE**, in accordance with Article VIII, Section 2 of the Declaration, the Declaration is amended as follows:

1. Article V, Section 1 of the Declaration shall be amended so that the amended version of Article V, Section 1 of the Declaration, in its entirety, is as follows:

*Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer covenants, and each Owner of any Residential Lot located within the Properties, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges; and (b) Special Assessments or charges for the purposes set forth in this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with late fees, interest, costs of collection, and attorney's fee, shall be a charge and continuing lien on the real property and improvements thereon against which each such Assessment is made. Each such Assessment, together with such late fees, interest, costs of collection, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Residential Lot, all co-Owners shall be jointly and severally liable for the entire amount of the Assessment, late fees, interest, costs of collection, and attorney's fees.*

2. Article V, Section 9 of the Declaration shall be amended so that the amended version of Article V, Section 9 of the Declaration, in its entirety, is as follows:

*Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the Annual Assessment or any Special Assessment is not paid within thirty (30) days of the due date thereof, then such Assessment shall become delinquent and the Association may impose a late fee of up to 10% of the Assessment amount, interest at the legal rate, and costs of collection thereof including a reasonable attorney's fee.*

*The Assessment, including late fees, interest, costs of collection, and attorney's fees, shall become a charge and continuing lien on the land and all improvements thereon against which each such Assessment is made..*

*If the assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner personally for any Assessments past due including late fees, interest, costs of collection, and attorney's fees.*

3. Article VII, Section 2(14) of the Declaration shall be amended so that the amended version of Article VII, Section 2(14) of the Declaration, in its entirety, is as follows:

*No commercial or utility vehicles, recreational vehicles, boats, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery, or other equipment shall be visible from the street or from adjoining property for a period exceeding twenty-four (24) hours. Commercial and utility vehicles, recreational vehicles, boats and trailers may only be kept on a Lot if stored inside a garage, shed, or other approved enclosed building structure on the Lot. No screening will be approved for such storage on a Lot. This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with development of the Property. It shall be the responsibility of each Owner to construct and maintain suitable and adequate parking space on his Lot and all Owner vehicles shall be parked there.*

*Commercial vehicles shall include: (1) any vehicle that requires a commercial driver's license to operate in Virginia; (2) vehicles with a one-ton or greater rating that appear to be used for commercial use; (3) "for hire" vehicles such as taxis, limousines and buses, (4) vehicles containing exposed landscaping, construction, electrical, utility, or other commercial supplies, materials and/or equipment; or (5) vehicles that include advertising for a product or service, or promotion of an event on the exterior of the vehicle, except that bumper stickers and discrete decals providing the company logo and/or contact information may be permitted in the discretion of the Association.*

4. This amendment shall be effective as of the date and time that this Second Amendment is recorded in the Clerk's Office.
5. Except as set forth above, the Declaration, as previously amended by the First Amendment, shall remain unchanged by this Second Amendment.

*{The remainder of this page is intentionally blank.}*

WITNESS the following signatures and seals:

CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation

BY: [Signature]  
George P. Emerson, Jr., President

CAMERON'S LANDING, LLC  
A Virginia limited liability company

BY: [Signature]  
George P. Emerson, Jr., Manager

GEORGE P. EMERSON, JR.

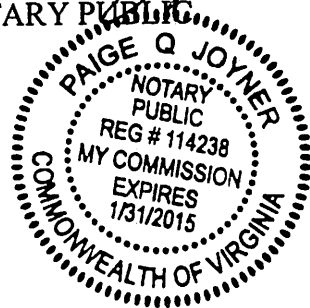
[Signature]  
George P. Emerson, Jr.

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 19 day of March, 2014 by George P. Emerson, Jr., in the following capacities: President of Cameron's Landing Homeowners' Association, Inc.; Manager of Cameron's Landing, LLC, a Virginia limited liability company; and as an individual with amendment authority pursuant to Article VIII, Section 2 of the Declaration.

[Signature]  
NOTARY PUBLIC

My Commission Expires: January 31, 2015  
Notary Registration #: 114238



**SCHEDULE A****TAX MAP NUMBERS**

091-0005	228-0115	228-0290
091-0010	228-0120	228-0295
091-0012	228-0125	228-0300
106-0244	228-0130	228-0305
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INSTRUMENT #140000567  
RECORDED IN THE CLERK'S OFFICE OF  
HOPEWELL ON  
APRIL 2, 2014 AT 08:29AM  
*Maisa Brewer*  
TAMARA J. WARD, CLERK  
RECORDED BY: MBB



OFFICIAL RECEIPT  
HOPEWELL CIRCUIT COURT  
DEED RECEIPT

DATE: 04/02/14 TIME: 08:29:49 ACCOUNT: 670CLR140000567 RECEIPT: 14000002230  
CASHIER: MBB REG: HZ22 TYPE: DRC PAYMENT: FULL PAYMENT  
INSTRUMENT : 140000567 BOOK: PAGE: RECORDED: 04/02/14 AT 08:29  
GRANTOR: CAMERONS LANDING HOMEOWNERS ASSN INC EX: N LOC: CI  
GRANTEE: CAMERONS LANDING HOMEOWNERS ASSN INC EX: N PCT: 100%  
AND ADDRESS : , .  
RECEIVED OF : CRAZE LAW PLLC  
CHECK: \$21.00 1122  
DESCRIPTION 1: SECOND AMENDMENT OF DECLARATION OF COVENANTS PAGES: 7 OP 0  
2: SEE SCHEDULE A FOR MULTIPLE TAX MAP NUMBERS NAMES: 0  
CONSIDERATION: .00 A/VAL: .00 MAP: 670-091-0005  
PIN:  
301 DEEDS 14.50 145 VSLF 1.50  
106 TECHNOLOGY TRST FND 5.00  
TENDERED : 21.00  
AMOUNT PAID: 21.00  
CHANGE AMT : .00

CLERK OF COURT: TAMARA J. WARD

PAYOR'S COPY  
RECEIPT COPY 1 OF 2

170000882

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Prepared by:  
Cassie R. Craze, VSB #70054  
Craze Law, PLLC  
P.O. Box 1654  
Midlothian, VA 23113



Tax Parcel No: 091-0005 and additional on Schedule A

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR  
CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC. ("Third Amendment") is dated this 7<sup>th</sup> day of April, 2017, by CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation, ("Association"); CAMERON'S LANDING, LLC, a Virginia limited liability company; and GEORGE P. EMERSON, JR., ("Emerson") (Cameron's Landing, LLC and Emerson collectively referred to as "Developer") (all "Grantor" and "Grantee" for indexing purposes).

WHEREAS, by Declaration of Covenants, Easements and Restrictions which was recorded in the Clerk's Office for the Circuit Court of the City of Hopewell, Virginia ("Clerk's Office") on October 17, 2007 as Instrument # 070003643 (as amended, the "Declaration"), the Covenants and Conditions set forth in said Declaration were imposed upon the property described therein; and

WHEREAS, the Declaration was amended by the First Amendment to the Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office on March 16, 2011 as Instrument # 110000386 ("First Amendment");



WHEREAS, the Declaration was amended by the Second Amendment to the Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office on April 2, 2014 as Instrument # 140000567 ("Second Amendment");

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, the Declaration may be amended by written instrument signed by Emerson and T. Harrison Burt ("Burt"), or their successors or assigns;

WHEREAS, Emerson and Burt were the original Managers of Cameron's Landing, LLC;

WHEREAS, pursuant to an Agreement dated August 15, 2008, Emerson Companies purchased Burt's interest in Cameron's Landing, LLC and Emerson became the sole Manager of Cameron's Landing, LLC and the successor to Burt for purposes related to amendment of the Declaration;

WHEREAS, Cameron's Landing, LLC and Emerson desire to amend the Declaration to terminate the Developer's right to appoint the members of the Board of Directors so that the Board of Directors of the Association is elected by the Members of the Association;

WHEREAS, Emerson has signed this Third Amendment in accordance with Article VIII, Section 2 of the Declaration;

WHEREAS, Cameron's Landing is the Developer under the Declaration and has signed this Third Amendment to indicate its agreement and consent to the amendments contained herein;

WHEREAS, the President and Secretary of the Association, who are also the only Directors of the Association, have signed this Third Amendment to indicate the agreement

and consent of the Board of Directors of the Association, which is currently elected by the Developer, to the amendments contained herein;

**NOW THEREFORE**, in accordance with Article VIII, Section 2 of the Declaration, the Declaration is amended as follows:

1. Article III, Section 3 of the Declaration shall be amended so that the amended version of Article III, Section 3 of the Declaration, in its entirety, is as follows:

*Section 3. Governance. The Association will be governed by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) Members. The number and term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. Initially, and until October 2017, there are two classes of Directors: Class I directors which are elected by Type "A" Members, and Class II Directors, who are elected by Type "B" Members. However, at the annual meeting of the Members to be held in October 2017 all Class II Directors shall be removed from the Board of Directors and shall be replaced by Directors who are elected by vote of the Type "A" Members. The Board of Directors shall have the power to provide for staggered election of Directors in accordance with the provisions of the Articles of Incorporation.*

2. Article III, Section 4 of the Declaration shall be amended so that the amended version of Article III, Section 4 of the Declaration, in its entirety, is as follows:

*Section 4. Election of the Board of Directors. Each Type "A" Member may cast the total number of votes to which he is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.*

3. This amendment shall be effective as of the date and time that this Third Amendment is recorded in the Clerk's Office.
4. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect. This amendment shall not impact the appointment or composition of the Architectural Review Committee ("ARC") as provided in Article VII of this Declaration and the members of the ARC as appointed by the

0065

Developer shall remain in place until one hundred percent (100%) of the homes on Residential Lots in Cameron's Landing are constructed and occupied.

WITNESS the following signatures and seals:

CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation

BY: [Signature]  
George P. Emerson, Jr., President

CAMERON'S LANDING, LLC  
A Virginia limited liability company

BY: [Signature]  
George P. Emerson, Jr., Manager

GEORGE P. EMERSON, JR.  
[Signature]  
George P. Emerson, Jr.

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 4 day of April, 2017 by George P. Emerson, Jr., in the following capacities: President of Cameron's Landing Homeowners' Association, Inc.; Manager of Cameron's Landing, LLC, a Virginia limited liability company; and as an individual with amendment authority pursuant to Article VIII, Section 2 of the Declaration.

[Signature]  
NOTARY PUBLIC

My Commission Expires: January 31, 2019  
Notary Registration #: 114238





CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Virginia non-stock corporation

BY: Carrie E Coyner  
Carrie Coyner, Secretary

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 7 day of April, 2017 by Carrie Coyner as Secretary of Cameron's Landing Homeowners' Association, Inc.; Manager of Cameron's Landing, LLC, a Virginia limited liability company; and as an individual with amendment authority pursuant to Article VIII, Section 2 of the Declaration.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 31 May 2021  
Notary Registration #: 7580886



SCHEDULE A**TAX MAP NUMBERS**

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091-0010	228-0120	228-0295
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INSTRUMENT #170000882  
RECORDED IN THE CLERK'S OFFICE OF  
HOPEWELL ON  
APRIL 20, 2017 AT 02:47PM  
*Nasha Brewer*  
TAMARA J. WARD, CLERK  
RECORDED BY: MBB

## BY-LAWS FOR

## CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

## ARTICLE I - Name and Location

The name of the Corporation is Cameron's Landing Homeowners' Association, Inc. (the "Association"). The principal office of the Association shall be initially located at 13281 River's Bend Boulevard, Suite 201, Chester, Virginia 23836, but meetings of Members and Directors may be held at such places within the Commonwealth of Virginia, as may be designated by the Board of Directors.

## ARTICLE II - PURPOSES AND POWERS OF THE ASSOCIATION

## SECTION I. The Purposes of the Association are:

(a) To develop and maintain the areas set out as open space, recreational areas, directional signs, roads, dams, pedestrian trails, to maintain all easements at entrances with respect to plantings, irrigation and general maintenance of signs and other improvements, if any, including mowing and removing underbrush and weeds, all in a safe and proper manner and to maintain adequate liability insurance as required for the protection of the Association in respect to use and maintenance of the said facilities.

(b) To provide that plans for structures, landscaping, construction or alterations of any kind in any area to be maintained or to be built upon by the Association shall be approved by the Architectural Control Committee prescribed in a certain Declaration of Covenants, Easements and Restrictions for Cameron's Landing dated May 22, 2006, and recorded October 15, 2007, in the Clerk's Office of the Circuit Court of the City of Hopewell, Virginia in Instrument No. \_\_\_\_\_, page \_\_\_\_\_ as made applicable to the property described therein and to assess, collect and disburse the charges due the Association from its Members, as hereinafter provided.

## SECTION 2. The Powers of the Association are:

(a) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, lease, transfer, mortgage, encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, but only in accordance with the purposes of the Association.

(b) To do any and all things and acts that the Association, from time to time, in its discretion, may deem to be for the benefit of the Properties and the Owners and inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety or general welfare of the Owners and inhabitants

thereof.

(c) To possess the powers, rights and privileges to conduct any and all business that an Association organized under the Virginia Nonstock Corporation Act by law may now or hereafter have or exercise and that are not required to be specifically set forth in these Articles; provided, however, that notwithstanding any other provisions of these Articles, the Association shall not carry on activities not permitted to be carried by a homeowners' association exempt from federal income tax under Section 528 of the Internal Revenue Code of 1954 or the corresponding provision of any future Internal Revenue law.

(d) The Association is not organized for profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the Association shall inure to the benefit of or be distributed, upon dissolution or otherwise, to any Member of the Association, Director Officer or other private person. The Association may enter into contracts with the Developer or with any other person (including any Member, Officer, or Director), and may pay compensation in reasonable amounts for services rendered.

### ARTICLE III - DEFINITIONS

The definition and meaning of words and terms used in these By-laws shall be those set forth in Article I of the aforesaid Declaration of Covenants, Easements and Restrictions, as recorded in Instrument No. \_\_\_\_\_, page \_\_\_\_\_, of the Clerk's Office of the Circuit Court of the City of Hopewell, Virginia.

### ARTICLE IV - MEMBERS OF THE ASSOCIATION

SECTION I. MEMBERS. Members of the Association shall be as defined in the aforesaid Declaration and Articles of Incorporation of said Association. No owner shall have more than one membership; membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 2. CLASS OF MEMBERS. There shall be two (2) classes of membership as defined in the Covenants and the Articles of Incorporation.

SECTION 3. MEMBER'S RIGHTS. The members of the Association shall have the right to vote for the election and removal of Directors and upon such other matters with respect to which a vote of the members is required under the covenants, the Articles of Incorporation or under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, as amended (formerly Chapter 2 of Title 13.1.)

### ARTICLE V. - MEETINGS OF MEMBERS



**SECTION 1. - ANNUAL MEETING.** An annual meeting of the members for the purpose of electing Directors, receiving reports and for any other business shall be held during the month of October of each year beginning in 2006, or as soon thereafter as possible.

**SECTION 2. SPECIAL MEETING.** Special meetings of the members may be called at any time by the President, the Board of Directors or upon written request of the members who are entitled to cast one-half (1/2) of all of the votes entitled to be cast by the members.

**SECTION 3. NOTICE OF MEETING.** Except as may be otherwise provided in these By-laws or in the Declaration of Covenants, or in The Articles of Incorporation, or in an emergency as determined by the Board of Directors, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, a copy of the notice shall be hand delivered or mailed, postage prepaid, no less than fourteen (14) days and no more than thirty (30) days before such meeting, to each member entitled to vote thereat, addressed to the member's address currently appearing on the books of the association, or supplied in writing by such member to the association for the purpose of notice. This notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. A member may waive notice of any meeting by submitting a signed waiver to the secretary or by attendance at the meeting.

**SECTION 4. ORDER OF BUSINESS.** The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call and establishment of a quorum;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers and Board of Directors;
- (e) Reports of committees;
- (f) Discussion of budget; when appointed;
- (g) Election of members of the Board of Directors  
(when required);
- (h) Unfinished business; and lastly;
- (i) New business.

**SECTION 5. VOTING AT MEETINGS.** Unless greater than a majority vote is required by the Virginia Nonstock Corporation Act, the Declaration of Covenants, the Articles of Incorporation or these By-laws, the Vote by Members, of more than fifty one percent (51 %) of the votes entitled to be cast at a duly convened meeting at which a quorum is present, is required to adopt decisions made at any meeting of the Association.

**SECTION 6. MULTIPLE VOTES.** There shall be no fractional votes. There shall be

no more than one (1) vote cast per lot owned by a Member or Members. When more than one person holds an interest in a lot, the vote for such property shall be exercised as the co-owners among themselves determine. If the co-owners cannot among themselves determine how to exercise such vote, the presiding officer of the meeting at which vote is to be cast shall disallow the vote with respect to such property.

**SECTION 7. QUORUM.** At any meeting of Members the presence at the beginning of the meeting whether by proxy or in person, of Members entitled to cast one half (1/2) of the votes entitled to be cast by all of the members shall constitute a quorum for any action except as otherwise provided in the Virginia Nonstock Corporation Act, the Articles of Incorporation, the Declaration of Covenants, or by these By-Laws. In the event that the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. For the purposes of this section, "proper notice" shall be deemed to be given when each Member is given not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

**SECTION 8. PROXIES.** At any meeting of the Association, Members may cast their votes in person or by proxy. All proxies shall be in writing, and filed with the presiding official of the meeting at which the vote is to be cast. Every proxy shall be revocable and shall automatically terminate (1) upon conveyance by the member of the property to which the vote pertains, or (2) if the member giving the proxy personally attends the meeting to which the proxy pertains.

#### **ARTICLE VI - BOARD OF DIRECTORS**

**SECTION 1. AUTHORITY.** The affairs of the Association shall be managed by a Board of Directors, elected in accordance with the provisions of the aforesaid Covenants and Articles of Incorporation, who shall hold office until the election of their successor or successors at such time as the Class B membership has been terminated.

**SECTION 2. NUMBER.** The number of Directors shall be as set forth in the Articles of Incorporation as the same may be amended from time to time.

**SECTION 3. TERMS.** The initial Board of Directors shall serve until such time as the Class B membership terminates. Upon termination of the Class B membership, the election of the Board of Directors shall be as set forth in the aforesaid Articles of Incorporation. Directors may be elected for an unlimited number of terms.

**SECTION 4. CLASS OF DIRECTORS.** There shall be two (2) Classes of Directors, Class I and Class II, as established by the Articles of Incorporation. The number of Class I and II Directors shall be determined by the formula set forth in the Articles of Incorporation.

**SECTION 5. NOMINATIONS.** Nomination of candidates for election to the Board of Directors shall be made by a nominating committee, except that no nomination shall be required where the Members of the Board of Directors select a successor pursuant to Article VI, Section 7 of these By-laws. Nominations may also be made from the floor at the annual meeting. The nominating committee shall be appointed by the Board of Directors at each annual meeting and shall serve until the close of the next annual meeting or until their successors are duly appointed, if later, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

**SECTION 6. ELECTION.** Election of Directors may, but need not, be by secret written ballot. At such election the members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the Declaration of Covenants or the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

**Section 7. REMOVAL.** After the termination of the Class B membership, any Director may be removed from the board with or without cause, by more than fifty percent (50%) of the votes entitled to be cast by all of the members, and the successor to the director so removed by the members shall be selected by the members at the time of such removal. Upon the death, resignation or removal of a director by the board of Directors as permitted by this Section 7, The majority of the Directors then in office, through less than a quorum, have the exclusive power to elect a successor, and any director so elected shall hold office until the next election of the class for which such director has been chosen, and until his successor shall have been duly elected.

**SECTION 8. COMPENSATION.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual necessary expenses reasonably incurred in the performance of his duties.

## **ARTICLE VII - MEETING OF DIRECTORS**

**SECTION 1. REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held as frequently as monthly, or as infrequently as quarterly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. No other notice shall be required. Should a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after notice of the meeting is hand delivered or mailed, at least ten (10) days in advance of the meeting, to each Director specifying the time and place of the meeting and the business to be transacted thereat. Notice of special meetings may be waived by submitting a signed waiver to the Secretary or by attendance at the meeting.

**SECTION 3. QUORUM.** A majority of the number of Directors shall constitute a quorum for the transaction of any business at any meeting of the Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**SECTION 4. ACTION TAKEN WITHOUT A MEETING.** The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all Directors or pursuant to a telephonic or electronic meeting, as permitted by Virginia Law, any action so approved shall have the same effect as though taken at a meeting of the Directors.

**SECTION 5. MEETING TO ELECT OFFICERS.** Immediately following each annual meeting of the Members, the Board of Directors shall meet for the purpose of organization, which shall include the election of officers and appointment of committees for the coming year, and conducting such other business as may properly come before the meeting.

#### **ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. POWERS.** In addition to all other powers granted in these By-laws or in the Declaration of Covenants, plus all powers conferred by laws or inferred from obligations imposed by them, the Board of Directors shall have the power to:

(a) Suspend a Member's voting rights during any period in which the Member shall be in default in the payment of any assessment levied by the Association, such rights may also be suspended, by notice from the Board of Directors, for a period of not to exceed sixty (60) days for any single and nonrecurring infraction of any published rules and regulations or breach of or default is continuous or recurring, then such rights may be suspended for a period commencing on the date the Member is given written notice of the cause for such suspension and ending not more than sixty (60) days after the date such infraction, breach or default ceases or is remedied;

(b) Assert the liens imposed by the aforesaid Declaration of Covenants or conferred by law against any property within the Cameron's Landing Property for which assessments are not paid or fines assessed are not paid within thirty (30) days after the date when due or bring an action at law against the Member personally obligated to pay the same, in accordance with the aforesaid Covenants, or both;

(c) Determine, as authorized under the Declaration of Covenants, the services to be provided by the Association for the benefit of the Members;

(d) Exercise for the Association the right to improve or develop the common area as provided in the Declaration of Covenants;

(e) Exercise for the Association the right to dedicate or transfer common area as provided in the Declaration of Covenants;

(f) Develop and submit to the Members proposed rules and regulations governing the use of, and activity upon, common area, including the streets and alleys. All rules and regulations approved by the Members shall be published and distributed to each Member at his record address;

(g) Declare the office of a member elected or appointed to the Board of Directors to be vacant if such Member shall be absent for three (3) consecutive regular meetings of the Board of Directors; and

(h) Exercise for the Association all powers, duties and authority (i) vested in or delegated to the Association and not reserved to the Members by other provisions of these By-laws, the Articles of Incorporation, or the Declaration of Covenants, and (ii) vested in or delegated to the Board of Directors by other provisions of these By-laws, the Articles of Incorporation or the Declaration of Covenants.

**SECTION 2. DUTIES.** In addition to all other duties imposed by these By-laws or the Declaration of Covenants, it shall be the duties of the Board of Directors to:

(a) Cause to be kept a record of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members, and at any special meeting;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided herein, to;

(i) Fix the amount of the annual assessment as provided for in the Covenants as to each property subject thereto, and other assessments provided for herein to every Member subject thereto, and

(ii) Send written notice of each such assessment, and of every special assessment approved by the Membership in accordance with the Covenants, to every Member subject thereto at the Member's record address;

(d) Upon demand by any contract purchaser or contract purchaser's mortgagee, and for a fee to be established by the Board, not to exceed the cost of its preparation, including postage or courier fees, issue, or cause an appropriate officer to issue, a certificate regarding the status of assessments on any lot;

(e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association and such other coverages as required herein;

(f) File and adjust all claims arising under such insurance;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if required by resolution of the Board, and if fidelity bonds are reasonably available;

(h) It shall be the duty and obligation of the Board of Directors to accept and record any deed from the developer and/or his successors and assigns, which conveys any property described in The Declaration of Covenants aforesaid and permitted or directed to be conveyed by the developer. This By-law may not be amended without the consent in writing of the developer his successors and/or assigns.

#### ARTICLE IX - OFFICERS AND THEIR DUTIES

**SECTION 1. ENUMERATION OF OFFICERS.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer and such officers as the Board of Directors may from time to time by resolution create.

**SECTION 2. ELECTION OF OFFICERS.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**SECTION 3. TERM.** The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for two (2) years, or if later, until their respective successors are elected, unless any shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers may be elected for an unlimited number of terms.

**SECTION 4. SPECIAL APPOINTMENTS.** The Board of Directors may elect such other officers and appoint such committees as the affairs of the Association may require. Each such officer shall hold office, and each such committee shall serve for such period, having such authority and perform such duties as the Board of Directors may, from time to time, determine.

**SECTION 5. RESIGNATION AND REMOVAL.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice or, if later, such time as specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. VACANCIES.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. MULTIPLE OFFICES.** The offices of Secretary and Treasurer may be

held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article. A husband and wife shall not hold the offices of President and Secretary/Treasurer at the same time.

**SECTION 8. THE DUTIES OF THE OFFICERS ARE:**

(a) **PRESIDENT.** The President shall (i) preside at all meetings of the members; (ii) see that the orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, contracts, mortgages, deeds, and other written instruments on behalf of the Association; (iv) sign on behalf of the Association all promissory notes; (v) appoint and remove all committee heads, and (vi) sign, together with the Treasurer all checks of the Association, in addition, the President shall exercise and discharge such other duties as may be required of him by the Board of Directors and shall have all the rights and duties of a President of a non-stock corporation under the Virginia Non-stock Corporation Act. All documents authorized to be signed by the President shall be countersigned by the Secretary/Treasurer or one of them if they are separately elected.

(b) **VICE PRESIDENT.** The Vice President shall act in the place and stead of the President upon the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) **SECRETARY.** The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; (ii) keep the corporate seal of the Association and affix it on all papers requiring a seal; (iii) serve notice of meetings of the Board of Directors and of members; (iv) keep appropriate current records showing the members together with their addresses; and (v) perform such other duties as required by the Board of Directors.

(d) **TREASURER.** The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse funds of the Association as directed by resolution of the Board of Directors; (iii) sign all checks of the Association; (iv) prepare and submit to all members bills for all assessments, fines and other sums, of whatever nature, to members of the Association; (v) keep proper books of account; (vi) cause an annual audit of the Association books to be made at the completion of each fiscal year; and (vii) prepare a balance sheet together with a statement of income and expenditures to be presented to the members at their regular annual meeting, and deliver a copy of such statement to the members. The position of Treasurer may be held by a Managing Agent for the Association.

**ARTICLE X - LIABILITY AND INDEMNIFICATION**

**SECTION 1. EXCULPATION OF THE ASSOCIATION.** The Association shall not be liable for injury or damage to any person or property caused by the elements or by any member, or any other person, or resulting from acts of God, electricity or water,



snow or ice upon or which may leak or flow from any portion of any common area or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of Articles from any part of the common area. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to any common area or from any action with the order or directive of any municipal or other government authority.

**SECTION 2. INDEMNIFICATION.** Indemnification of the Association, its Officers, and Directors shall be in accordance with the provisions of the Articles of Incorporation of Cameron's Landing Association, Inc.

#### **ARTICLE XI - ENFORCEMENT**

**SECTION 1. FINES.** The Board of Directors shall have the power to impose reasonable fines, and to suspend a member's rights to vote for violation of any duty imposed under the Declaration of Covenants, these By-laws, or any rules or regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress or egress to or from a member's property. If any occupant of property within Cameron's Landing violates the Declaration of Covenants, these By-laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant. If the occupant fails to pay the fine within the time period set by the Board of Directors, then the member shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration of Covenants, these By-laws, or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) **NOTICE.** Prior to the imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with a written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of directors or its delegate for a hearing, (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) **HEARING.** If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction imposed hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or Agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but is not



obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to impose sanctions as a result of future violations of the same or other provisions and rules by any party.

**SECTION 2. ADDITIONAL ENFORCEMENT RIGHTS.** The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration of Covenants or these By-laws. Failure of the Association to enforce any covenant or restriction shall not be construed or deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration of Covenants, these By-laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent possible, the member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees, actually incurred.

**ARTICLE XII - BOOKS AND RECORDS.** The books and records of the Association shall at all times during reasonable business hours be subject to inspection by any member at the principal office of the Association upon giving two days' notice in writing to the Secretary of the Board who shall be present during such inspection. Additionally, the Declaration of Covenants, the Articles of Incorporation and these By-laws shall be available for inspection by any member at the same location, where copies may be purchased at reasonable cost.

**ARTICLE XIII - AMENDMENTS AND CONFLICTS.**

**SECTION 1. Amendment by the Board of Directors.** Without action by the members, provisions of these By-laws may be added to, amended, altered, changed or repealed by a vote of at least two thirds (2/3) of the Board of Directors present at a meeting, a quorum being present. Any amendment to the By-laws made by the Board of Directors shall be valid until the next regular annual meeting of the membership at which said amendment shall be ratified or rejected by a vote of at least two thirds (2/3) of the members present at said meeting, in person or by proxy. Nothing, however, shall prevent an earlier vote by the members of said amendment pursuant to Article IV, Section 2, hereof. Notice of any amendment to the By-laws by the Board, together with a copy of such amendment, shall be mailed to each member at the member's addresses currently appearing on the books of the Association.

**SECTION 2. AMENDMENTS BY MEMBERS.** These By-laws may be amended, at a regular or special meeting of the members, by a vote of more than two thirds (2/3) of

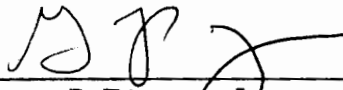
the votes entitled to be cast by members present at the meeting, a quorum being present. Any member desiring to make a change in or amendment to the By-laws must submit to the President of the Association, in writing, a detailed explanation of the desired change or amendment at least sixty (60) days in advance of the regular annual meeting of the Members of the Association. No amendments shall be made by the Members without the consent of the Class B Directors until Class B Directors are no longer the majority on the Board.

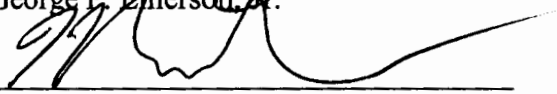
SECTION 3. CONFLICTS. If there is any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and if there is a conflict between the Declaration of Covenants and these By-laws, the Declaration shall control.

ARTICLE XIV - FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December every year.

ARTICLE XV - INTERPRETATION. These By-laws shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, We, being all of the Directors of Cameron's Landing Association, Inc. have hereto set our hands this 15<sup>th</sup> day of October, 2007.

  
 \_\_\_\_\_  
 George P. Emerson, Jr.

  
 \_\_\_\_\_  
 T. Harrison Burt

  
 \_\_\_\_\_  
 Carrie E. Coyner

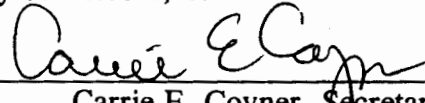
#### CERTIFICATION

I, the undersigned, do hereby certify:

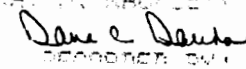
That I am the duly elected and acting Secretary of Cameron's Landing Association, Inc., a Virginia Nonstock Corporation; and

That the foregoing By-laws constitute the original By-laws of the Association, as adopted by unanimous written consent of the Board of Directors thereof dated the 15<sup>th</sup> day of October, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Association this 15<sup>th</sup> day of October, 2007.

  
 \_\_\_\_\_  
 Carrie E. Coyner, Secretary

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INSTRUMENT #870000643  
 RECORDED IN THE CLERK'S OFFICE OF  
 MOREHEAD ON  
 OCTOBER 17, 2007 AT 02:08PM  
 RAY A. BARKLEY, CLERK  
  
 RECORDED BY: [unclear]

ARTICLES OF INCORPORATION  
OF  
CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

I hereby form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia of 1950, as amended, and to that end set forth the following:

ARTICLE I

The name of the Corporation is CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The purposes and powers of the Corporation are as follows:

(a) To manage, maintain, and care for the Common Properties and Intended Common Properties in the planned community development known as CAMERON'S LANDING, located in the City of Hopewell, Virginia, including but not limited to all undedicated required emergency and service accesses, whether intended as common areas or not, and to assess, collect and disburse the charges due the Corporation from its members, as hereinafter provided.

(b) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, lease, transfer, mortgage, encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation, but only in accordance with the purposes of the Corporation.

(c) To do any and all things and acts that the Corporation, from time to time, in its discretion, may to be for the benefit of the Properties and the owners inhabitants thereof or advisable, proper or convenient the promotion of the peace, health, comfort, safety or general welfare of the owners and inhabitants thereof.

(d) To possess the powers, rights and privileges to conduct any and all business that a Corporation organized under the Virginia Non-Stock Corporation Act by law may now or hereafter have or exercise and that is not required to be specifically set forth in these Articles; provided, however, that notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from federal income tax under Section 528 of the Internal Revenue Code of 1954 or the corresponding provision of any future Internal Revenue law.

(e) The Corporation is not organized for profit, nor shall it have any power to issue certificates of stock or any dividends, and no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributed, upon dissolution or otherwise, to any member of the Corporation, Director Officers or other private person. The Corporation may enter into contracts with the Developer or with any other person (including any Member, Officer, or Director), and may pay compensation in reasonable amounts for services rendered.

### ARTICLE III

Provisions relating to the members of the Corporation are:

(a) The Developer, any Creditor who acquires title to the Properties or any portion thereof pursuant to foreclosure of any other proceeding or deed in lieu of foreclosure, and every owner shall be a Member of the Corporation. The Corporation may issue to each Member a membership card which shall expire upon sale by an owner of his property in Cameron's Landing. Tenants shall not be Members of the Corporation. Every Owner shall be required to submit the name(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Corporation.

(b) There shall be the following two (2) classes of membership in the Corporation:

(1) TYPE "A": Type "A" Members shall be all Owners, including the Developer, of Residential Lots, and shall be entitled to one (1) vote for Each Residential Lot which a Member owns.

(2) TYPE "B": Type "B" Member shall be the Developer, who shall be entitled to elect a portion of the Board of Directors as set out in Article IV.

(c) Payment of Special Assessments shall not entitle Type "A" Members to additional votes.

(d) When any property entitling the Owner to membership as a Type "A" Member of the Corporation is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Corporation, their acts with respect to voting shall have the following effect:

(1) If only one (1) votes, in person or by proxy, his act shall bind all;

(2) If more than one (1) vote, in person or by proxy, each fraction shall be entitled to its proportionate share of the vote or votes;

The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

(e) The members of the Corporation shall have the right to vote for the election and removal of directors and upon such other matters with respect to which a vote of members is required under the Covenants, these Articles of Incorporation or under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, as amended.

### ARTICLE IV

The affairs of the Corporation shall be managed by a three (3) member Board of Directors; provided that the Board may change the number of Directors to three (3), seven (7), or nine (9) members if the Directors deem appropriate, but the vacancies occurring by reason of such increase shall only be filled by vote of the Members of the Corporation at a meeting expressly called for this purpose, such meeting being subject to the quorum requirements of the Covenants. The number of Directors may be changed only by amendment of these Articles of Incorporation. There shall be two (2) classes of Directors. The Class I Directors shall serve for two-year terms, and the Class II Directors shall serve for a one-year term.

Class I Directors shall be elected by the Type "A" Members, and Class II Directors shall be elected by the Type "B" Member according to the following formula:

(a) Each Type "A" Member may cast the total number of votes to which he is entitled for each vacancy to be filled by a Class I Director. Cumulative voting shall not be allowed.

(b) At any time that the total number of Residential Lots placed on the Registration List of the Corporation is less than one hundred (100%) percent of the maximum number of Residential Lots authorized in the Properties by the Zoning ordinance of the City of Hopewell, Virginia, the majority of the Board of Directors (fifty-one (51%) percent of the total number of Directors, rounded to the nearest whole number) shall be made up of the Class II Directors and shall be elected by the Type "B" Member. The remaining Directors shall be the Class I Director(s) and shall be elected by the Type "A" Members.

(c) At any time that the total number of Residential Lots placed on the Registration List of the Corporation is equal to or greater than one hundred (100%) percent of the maximum number of Residential Lots authorized in the Properties by the Zoning ordinance of the City of Hopewell, Virginia, the majority of the Board of Directors (fifty-one (51%) percent of the total number of Directors, rounded to the nearest whole number) shall be the Class I Directors and shall be elected by the Type "A" Members. The remaining Directors shall be the Class II Director(s) and shall be elected by the Type "B" Member.

(d) For the purposes of this formula, the total number of Residential Lots placed on the Registration List of the Corporation and the maximum number of Residential Lots authorized in the Properties shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

(e) The Board of Directors shall have the power to provide for the staggered election of the Class I Directors. The terms of this Article IV, notwithstanding, the Board of Directors at any duly called meeting may from time to time effect this "staggered term" by passing a resolution directing that one (1) year; provided, however, any such action by the Board of Directors shall become effective only upon the unanimous vote of all Class I and Class II Directors.

(f) A Class I Director may be removed from office, with or without cause, by a majority vote of the Members cast at a meeting of the members of the Corporation expressly called for this purpose, such meeting being subject to the quorum requirements of the

Covenants.

#### ARTICLE V

The names and addresses of those persons who are to constitute the initial Board of Directors until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
George P. Emerson, Jr.	13281 River's Bend Blvd, Suite 201 Chester, VA 23836
Carrie E. Coyner	9910 Wagners Way Chesterfield, VA 23832
T. Harrison Burt	2 E. Hundred Road Chester, Virginia 23836

#### ARTICLE VI

The post office address of the initial registered office of the Corporation is 9910 Wagners Way, Post Office Box 58, Chesterfield, Virginia 23832. The name of the initial registered agent is Carrie E. Coyner, who is a member of the Virginia State Bar and a resident of Virginia, whose business address is 9910 Wagners Way, P.O. Box 58, Chesterfield, Virginia, 23832, which is in Chesterfield County.

#### ARTICLE VII

The Corporation shall have perpetual existence.

#### ARTICLE VIII

To the extent provided by law, the Corporation may participate in mergers and consolidation with other non-profit associations organized for the same purpose, provided, however, that any such mergers or consolidation shall require approval by the vote of more than two-thirds (2/3) of the Type "A" membership at a meeting duly called for such purpose and, for so long as the Type "B" Member is entitled to elect a majority of the Board of Directors, the Type "B" Member.

#### ARTICLE IX

Upon dissolution of the Corporation, the assets, both real and personal, shall be transferred in the manner set forth the covenants for the transfer of the Common Properties in event the Covenants are declared void, invalid, illegal or otherwise unenforceable. In the event of such a dissolution and transfer, the assets shall continue to be used and maintained for the

purposes set out herein.

#### ARTICLE X

The name and address of the incorporator is Carrie E. Coyner, whose business address is: 9910 Wagners Way, P.O. Box 58, Chesterfield, Virginia 23832, which is located in Chesterfield County, Virginia.

#### ARTICLE XI

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (including a judgment in its favor) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprises, against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) actually and reasonable incurred by him in connection with such action, suit or proceeding if he acted in good faith and in the manner he reasonable believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in the manner he reasonable believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) Notwithstanding the provisions of section (1) of this Article, no indemnification shall be made in any action or suit by or in the right of the Corporation to procure a judgment in its favor with respect to any claim, issue or matter as to which such person shall have been finally adjudged to be liable to gross negligence or willful misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnification.

(3) To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in section (1) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him in connection therewith.

(4) any indemnification under sections (1) and (2) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any such person is proper in the circumstances because he had met the applicable standard of conduct set forth in such sections (1) and (2). Such determination shall be made either (i) by the Board of a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (iii) by the Members. If the determination is to be made by the Board, it may rely as to all questions of law, on the advice of independent counsel.

(5) Expenses (including attorneys' fees) incurred in defending an action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in section (4) of this Article, upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

(6) The Board is hereby empowered, by a majority vote of a quorum of disinterested directors, to cause the Corporation to indemnify or contract in advance to indemnify any person not specified in section (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in section (1). The provisions of sections (2) through (5) of this Article shall be applicable to any indemnification provided hereafter pursuant to this section (6).

(7) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and, may also procure insurance, in such amounts as the Board may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

(8) Every reference herein to director, officer, employee or agent shall include former directors, officers, employees, and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred on the Board shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article.

## ARTICLE XII

The following words and terms when used in these Articles of Incorporation (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Cameron's Landing Homeowners' Association, Inc., a Virginia non-profit corporation, its successors and assigns.

(b) "Cameron's Landing" shall mean and refer to the lots in the City of Hopewell, Virginia, which may be recorded by subdivision plat from time to time and which are derived



from the property described in Article XII (d) below.

(c) "Developer" shall mean Cameron's Landing, LLC and George P. Emerson, Jr and T. Harrison Burt, their successors and assigns.

(d) The "Properties" shall mean and refer to the real property described as a part of this Article XII(d), together with such additions as the Developer may from time to time and any other parcels of real property subjected to the Covenants from time to time pursuant to Article II, Section (2) of said Covenants:

**Properties:**

PARCEL I:

ALL that certain piece or parcel of land, lying and being in the City of Hopewell, Virginia, containing 75.3 acres, more or less and being known as Parcel "1" all as more particularly shown on plat dated March 15, 2006, revised March 16, 2006, revised March 17, 2006, by Townes Site Engineering entitled, "LAND TITLE SURVEY OF TWO PARCELS OF LAND CONTAINING ± 98.6 ACRES SITUATED ON INTERSTATE 295 CITY OF HOPEWELL, VIRGINIA", a copy of said plat being attached hereto and made a part hereof and to which reference is made for a more complete description of the property hereby conveyed.

PARCEL II:

ALL that certain piece or parcel of land, lying and being in the City of Hopewell, Virginia, containing 23.3 acres, more or less and being known as Parcel "2" all as more particularly shown on the above referenced plat and to which reference is made for a more complete description of the property hereby conveyed.

BEING the same real estate conveyed to Cameron's Landing, LLC, a Virginia limited liability company, by deed from Cameron Holding Company, L.P., a Virginia limited partnership, dated march 17, 2006, recorded March 17, 2006, in the Clerk's Office of the Circuit Court, City of Hopewell, Virginia, in Instrument No. 060000916, page 135.

It is intended by the signatures of the respective parties who execute this document that all of the properties described herein be subjected to the Articles of Incorporation, the By-Laws, and the Declaration of Covenants, Easements, and Restrictions relating to all Sections of the subdivision of Cameron's Landing, and shall also apply to any additional properties which may be lawfully subjected to said documents.

(e) "Residential Lot" shall mean any subdivided parcel of land located within the Properties which parcel is intended for use as a site for a Single Family Detached Dwelling as shown upon any recorded final subdivision map of any part of the Properties. No parcel shall,

however, be classified as a Residential Lot for the purpose of calculating votes or assessments, nor placed upon the Registration List, until the first day of the quarter of the year following (i) the date of recording of the Plat in the Clerk's Office showing such lot, and (ii) the date of placement of such lot on the Developer's inventory list of lots available for sale to purchasers.

(f) "Registration List" shall mean and refer to the official index prepared by the Corporation of all Residential Lots within the Properties. The Developer shall submit to the Corporation a listing of any parcel or parcels of land which shall become eligible to be added to the Registration List no later than one (1) day prior to the commencement of the quarter of the year during which said parcel or parcels of land shall be classified as a Residential Lot.

(g) "Family Dwelling Unit" shall mean and refer to any Single Family Detached Dwelling constructed upon any Residential Lot located within the Properties.

(h) "Owner" shall mean and refer to the Owner as shown by the Real Estate Records in the Clerk's Office of the Circuit Court of the City of Hopewell, Virginia, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Circuit Court of the City of Hopewell, Virginia, a long-term contract of sale covering any Lot or Parcel of land within the Properties, the Owner of such Lot or Parcel of land shall be the Purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the Property until such payments are made, although the Purchaser is given the use of said Property.

(i) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit in Cameron's Landing.

(j) "Member" shall mean and refer to all those Owners who are Members of the Corporation as defined in Section (a) of Article III.

(k) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Cameron's Landing. Since the concept of the future development of Cameron's Landing is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(l) "Intended for Use" shall mean the use intended for various parcels within the Properties shown on the Master Plan, or the use to which any particular parcel of land is restricted by covenant expressly set forth or incorporated by reference in deeds by which the Developer has conveyed the property.

(m) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Corporation and designated in said deed

or lease as "Common Property and any personal property acquired or leased by the Corporation if said property is designated a Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the members of the Corporation, their guests, tenants (to the extent permitted by the Board of Directors of the Corporation), and visiting members of the general public (to the extent permitted by the Board of Directors of the Corporation) subject to the fee schedules and operating rules adopted by the Corporation, provided, however, that any lands or personal property which are leased by the Corporation for use as Common Properties shall lose their charm as Common Properties upon expiration of such lease. Common Properties shall also include all emergency and/or service accessed which may be required by the City of Hopewell through the zoning or subdivision process, so long as said emergency or service accessed have not been dedicated.

(n) "Intended Common Property" shall mean and refer to those tracts of land and any improvements thereon committed to the Corporation through express written notification by the Developer to the Corporation of intent to convey said property by gift or by sale to the Corporation as Common Property.

Dated: May 22, 2006

Carrie E. Coyner  
CARRIE E. COYNER, Incorporator

## **CAMERON'S LANDING ARCHITECTURAL GUIDELINES**

Cameron's Landing is located in the City of Hopewell, Virginia. The Architectural Control Committee has been delegated a key responsibility in this regard. It is the intent of the Committee to have homes that are tasteful and attractive and on the conservative scale. In addition, the siting of each home on each individual parcel is a critical element in the success of the house.

This list should be used as a general guideline in the design, construction and landscaping of all homes in the development. Final approval of all plans must be made by the Architectural Control Committee and prospective homeowners and builders are asked to incorporate the elements listed here in their plans before submitting them to the Committee. Property owners need to realize these guidelines may change over time due to the introduction of new building materials and new methods of construction in housing. In addition, prospective homeowners and builders should realize the Committee has approved certain styles of homes and materials that may not necessarily be approved today. Certain styles of homes may be allowed on one parcel but not the other because of the impact in the sole subjective opinion of the Committee. Past approvals are not necessarily indicative of what will be approved today. The Committee is constantly trying to improve and fine-tune the approval process.

1. A complete set of plans indicating front, side and rear elevations, building section including cornice detail, with appropriate detail, will be required to be submitted to the Architectural Review Committee. Plans that are "marked up" will not be accepted. The Committee requires a "clean" set of plans. The New Home Architectural Review Form should accompany the submittal.

2. Plans must be drawn by an architect or local designer and must be detailed for each lot. Plans will be approved on a lot by lot basis and the Committee is encouraging plans that fit the particular parcel and have a local flavor.

3. Simple massing and clean designs are desired. The Committee would like a well-organized plan that is tasteful.

4. The siting of the houses on each individual parcel is most important. The Committee has expended a great deal of time and energy on this issue. The intent is to treat each parcel on an individual basis and at the same time, attempt to highlight the entranceway in a gracious functional manner. Emphasis is on the driveway accentuating the front of the house, not the garage. In some instances we may ask the garage doors to be painted. Guest parking is also an important element in the site plan and the location of guest parking and/or handling of cars is reviewed in the site plan approval process. A comprehensive site plan including driveway, guest parking, cleared areas, and house location to scale, is required to accompany the New Home Architectural Form. No clearing may commence until the site plan is approved.

5. The Cameron's Landing Architectural Review Committee must approve all brick selections, mortar, vinyl selections, exterior colors (including roof material) and stakeouts before lots are cleared. Double Five siding is allowed.

6. Foundation walls to be either all brick or all stone. Combinations of brick and stone will not be allowed.

7. All homes to incorporate a minimum landscape allowance (foundation planting) of \$800.00. This landscape allowance is for shrubbery and mulch materials. A landscape plan needs to be submitted for approval 45 days prior to completion of the home. This should also include any exterior lighting, irrigation, etc. Please be advised that landscaping near the street may be subject to damage due to maintenance. Front yard sod and irrigation is required and this cost shall not be included in the minimum landscape allowance.

8. Once the parcel is cleared, stone needs to be put down immediately to stabilize the driveway and reduce mud on streets, etc. Your builder will be responsible for keeping the street in front of the building job clear of debris and mud. Portable toilets and a central debris collection will be required.

9. Fencing should be integral to the design of the house and not consume the entire rear yard so as to define lot lines. The above must be approved by the Architectural Review Committee.

10. Propane tanks for heating and hot water must be screened from view with either lattice, evergreen shrubbery or other material approved by the ARC.

11. All rear doors must have a stoop at a minimum.

12. One accessory building will be allowed on each parcel. These freestanding sheds, workshops and/or garages must be designed and located as an integral part of the house. Their design should be compatible with the house in terms of style, materials, etc. In addition, swimming pools and related buildings will be allowed assuming the site so dictates. The pool and its related building will not be considered an accessory building. However, location and design of the pool, poolhouse and fencing must be approved by the Architectural Review Board.

13. Standard mailboxes will be used. See Declaration of Restrictive Covenants for more details.

14. Heat pumps visible from the street shall be enclosed with lattice or other material approved by the ARC.

15. A final approval letter will be issued upon completion. To receive final approval, the exterior of the house must be built substantially in conformance with the plans submitted. In addition, approved colors, landscaping, proper driveway treatment

and any other requirements of the building guidelines or comments that were submitted must be complied with upon completion.

16. All signs need to be removed from the lot at the time of occupancy.

**CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.  
COLLECTIONS POLICY**

WHEREAS, the Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office for the Circuit Court of the City of Hopewell, Virginia ("Clerk's Office") on October 17, 2007 as Instrument # 070003643 ("Declaration") requires all Members of the Cameron's Landing Homeowners' Association, Inc. ("Association") to pay Annual and Special Assessments (collectively "Assessments") to the Association;

WHEREAS, the Board of Directors of the Association desires to adopt a policy to govern the collection of Assessments to ensure consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the following policies and procedures shall apply to the collection of Assessments owed by Members to the Association:

**1. DUE DATES**

A. Annual Assessments shall be payable in monthly installments and payments shall be due on the \_\_\_\_ day of each month.

B. Special Assessments shall be payable in a lump sum or in installments in the discretion of the Board of Directors and payments shall be due on the date(s) set by the Board of Directors.

C. The Board of Directors or managing agent shall send an invoice or other written notice of any Assessment owed to all Members responsible for payment of that Assessment at least fifteen (15) days before the date the Assessment is due.

D. If an Assessment payment, or any installment thereof, is not paid within thirty (30) days of the due date then such Assessment shall be delinquent.

## 2. DELINQUENT ASSESSMENTS

A. If an Assessment is not paid within thirty (30) days of the due date the Board of Directors or managing agent shall send the Member a notice similar to Exhibit A informing the Member of the amount due and the steps that the Association may take to enforce the Assessment obligation if any Assessment becomes sixty (60) days or more past due.

B. Interest at the legal rate (current 6% per year) shall be charged on all delinquent Assessments.

C. If any monthly Annual Assessment payment or installment of a Special Assessment is not paid within sixty (60) days after the due date then the entire amount of the Annual Assessment and/or Special Assessment shall immediately become due.

D. If an Assessment is not paid within sixty (60) days after the due date the Board of Directors may suspend the voting rights of any Member and/or the rights and easements of enjoyment in the Common Properties of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment remains delinquent. Such suspension shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment. The Board of Directors is not required to comply with the Complaint and Due Process Procedures adopted by the Board prior to any such suspension due to delinquent Assessments.

E. If an Assessment is not paid within sixty (60) days after the due date the Board of Directors or managing agent may turn the account over to an attorney for collection, including but not limited to filing a lien against the Member's Residential Lot or bringing an action at law against the Owner personally. If a Member's account is turned over to an attorney the Member shall be responsible for all collection costs, including attorney's fees and other costs incurred by the Association.



**EXHIBIT A**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Notice of Delinquent Assessment

Dear \_\_\_\_\_:

I am writing to notify you that you are currently delinquent in your Assessment payments to the Cameron's Landing Homeowners' Association, Inc. ("Association"). Your current balance due is \$\_\_\_\_\_. Please pay the balance due in full by \_\_\_\_\_ to avoid further collection action.

Please be advised that if your account remains delinquent on \_\_\_\_\_ the Association may take the following collection action:

1. Accelerate your assessment account so that the entire Annual Assessment in the amount of \$\_\_\_\_\_ is immediately due and payable;
2. Suspend your right to vote on Association matters;
3. Suspend the right of you, your Tenants and your guests to use the Common Properties;
4. Turn your account over to an attorney for collection, including but not limited to the filing of a memorandum of lien against your Lot and the filing of a legal action to obtain a judgment against you for the amount due. Please note that if the account is turned over to an attorney you will also be responsible for collection costs, including attorney's fees, court costs, and costs to record the memorandum of lien.

If you are unable to pay your account in full by the deadline set forth above, you may submit a written payment plan proposal for the Board's consideration. If you have any questions or wish to communicate with the Board regarding this matter, please call \_\_\_\_\_.

Sincerely,

Board of Directors

cc: Lot Owner File  
(Tenant)

**CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.**

**COLLECTIONS POLICY**

**RESOLUTIONS ACTION RECORD**

Resolution Type: Regulatory          Number: \_\_\_\_\_

Pertaining to: Collections

Duly adopted at a meeting of the Board of Directors of the Cameron's Landing Homeowners' Association, Inc. held \_\_\_\_\_, 20\_\_.

Motion by: \_\_\_\_\_          Seconded by: \_\_\_\_\_

VOTE:	YES	NO	ABSTAIN	ABSENT
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Resolution effective \_\_\_\_\_, 20\_\_.

**CAMERON'S LANDING HOMEOWNERS' ASSOCIATION, INC.  
COMPLAINT AND DUE PROCESS PROCEDURES**

WHEREAS, the Declaration of Covenants, Easements and Restrictions for Cameron's Landing Homeowners' Association, Inc. which was recorded in the Clerk's Office for the Circuit Court of the City of Hopewell, Virginia ("Clerk's Office") on October 17, 2007 as Instrument # 070003643 ("Declaration") contains conditions and restrictions regarding the use of the Residential Lots and the Common Properties;

WHEREAS, Sections 55-513 and 55-515 of the Virginia Property Owners' Association Act, Va. Code Sections 55-508, et seq. ("Act"), and the recitals, Article III, Section 1, and Article VII, Section 2(33) of the Declaration, require all Residential Lot Owners and their Tenants, and guests to comply with the Declaration, By-Laws, Architectural Guidelines and Rules and Regulations (the "Governing Documents") of the Association; and

WHEREAS, Article VI, Section 2(i), Article VI, Section 3(b) and (c), and Article VIII, Section 4 of the Declaration provide that the Board of Directors of the Association shall have the authority to enforce any covenant or restriction contained in the Governing Documents; and

WHEREAS, Section 55-513 of the Act and Article IV, Section 3(c) of the Declaration provides the Association through its Board of Directors with the power to suspend the rights and easement of enjoyment of any Member, Tenant or guest of a Member for a period not to exceed sixty (60) days for violation of the Governing Documents;

WHEREAS, Article VIII, Section 1(a) and Article XI of the By-Laws for Cameron's Landing Homeowners' Association, Inc., recorded with the Declaration ("By-Laws"), provides the Association through its Board of Directors with the power to suspend voting rights of a Member for sixty (60) days for a single or recurring violation or for a period commencing on the

date the Member is given written notice of such suspension and ending sixty (60) days after the date of such infraction, breach or default ceases or is remedied for a continuous or recurring violation of the Governing Documents;

WHEREAS, Section 55-513 of the Act and Article XI of the By-Laws provides the Association through its Board of Directors with the power to assess charges against Residential Lot Owners and impose other sanctions for violations of the Governing Documents for which the Residential Lot Owner or his family members, Tenants, or guests are responsible; and

WHEREAS, Section 55-513 of the Act and Article VIII, Section 1(a) and Article XI of the By-Laws further provides that certain procedures must be followed before such charges may be assessed; and

WHEREAS, it is the intent of the Board of Directors to enforce the Governing Documents for the benefit and protection of the Association's Members and residents by establishing procedures which ensure due process and consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors by the Act, the Declaration, the By-Laws and this resolution are hereby empowered to assess charges and impose other sanctions for violation of the Governing Documents and shall assess such charges and/or impose the other sanctions referenced herein for any violation of the Governing Documents only after the following procedures have been followed:

#### **1. REPORTING VIOLATIONS / RECORDKEEPING**

A. Any Residential Lot Owner, Tenant, agent or Board member who requests that the Board take action to enforce the Governing Documents shall complete, date and sign a Complaint in a form similar to and containing the information contained on Exhibit A. The

Board or any managing agent of the Association may take action without completing a Complaint form and may respond to a Complaint even if a Complaint form is not submitted.

B. The Complaint shall be submitted to the Board of Directors for an initial determination as to whether it appears that a rule or provision of the Governing Documents or applicable law allegedly has been violated.

C. If a violation appears to exist, the Board of Directors shall then take appropriate action, including but not limited to directing that a demand letter be sent or that the matter be referred to an attorney or appropriate government authorities.

D. The Board shall keep copies of all correspondence regarding violations in the Owner's file or in a separate file on violations.

## **2. 1<sup>st</sup> LETTER – NOTICE OF VIOLATION, OPPORTUNITY FOR HEARING**

A. If a violation appears to exist, a written demand letter which may be in a form similar to Exhibit B hereto shall be sent by first class mail or shall be hand-delivered to the Residential Lot Owner at the address which the Owner has provided to the Association or at the Residential Lot address if no other address has been provided. A copy may be sent to the tenant if there is a Tenant.

B. If the Board or managing agent prefers, a letter notifying the Owner of the violation but not mentioning potential sanctions may be sent prior sending this letter, or the managing agent or other representative of the Association may contact the Owner by phone, email or in person to attempt to resolve the violation prior to sending the written demand letter.

C. The demand letter shall be similar to Exhibit B and shall specify:

- i. The alleged violation;

- ii. The action required to abate the violation;
- iii. The proposed sanction to be imposed;
- iv. A date not less than ten (10) days after the date of the demand letter by which the alleged violation must be remedied or a hearing requested; and
- v. A statement that if the violation is not corrected by the deadline and a hearing is not requested then the proposed sanction shall be imposed.

D. The demand letter may be combined with the notice of hearing referenced in Section 3 if of a serious nature or if previous notices of violation have been sent to the Owner.

### **3. 2<sup>ND</sup> LETTER – NOTICE OF HEARING**

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section 2 and the Owner requests a hearing, or if the Board determines a hearing is necessary, a notice of hearing shall be sent.

B. Notice of a hearing shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, at least fourteen (14) days in advance of the hearing, or within such other time as may be required by the Act, to the Owner at the address which the Owner has provided to the Association or to the Residential Lot if no other address has been provided. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section 2 may be combined with the notice of hearing.

C. The notice of hearing may be similar to Exhibit C and shall specify:

- i. The time, date and place of the hearing;
- ii. That the Owner and Tenant, if allowed by the Board, shall be given an

- opportunity to be heard and to be represented by counsel before the Board;
- iii. The alleged violation, citing pertinent provisions of the Governing Documents;
- iv. That sanctions that may be imposed (i.e. suspension of right to vote, suspension of right to use the Common Properties and/or amount of violation charges that may be imposed).

#### **4. HEARING**

A. If a hearing is held, the hearing shall be conducted by the Board of Directors during executive session.

B. The hearing shall be scheduled at a reasonable and convenient time and place within the Board's discretion. The Board, within its discretion, may grant a continuance. If the Owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

C. Minutes of each hearing shall be kept. Minutes may be in a form similar to Exhibit D. The minutes shall be placed in the Owner's file and/or appropriate Association files.

D. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator with an opportunity to be heard and to be represented by an attorney.

E. The managing agent of the Association (if any), the Residential Lot Owner, the Tenant of the Lot at issue in the hearing, any person lodging a Complaint, and members of the Board shall have the right (1) to call, examine, and cross-examine witnesses, (2) to introduce testimony and evidence, and (3) to rebut testimony and evidence, all within reasonable time

limits imposed by the Board.

F. The minutes of the meeting shall contain a written statement of the result of the hearing and the sanction, if any, imposed. Proof of notice of the hearing, together with a statement of the date and manner of delivery by the Officer, Director or agent who delivered such notice, shall also be included in the minutes of the meeting.

G. After proper notice has been given, if the Lot Owner fails to appear at the hearing or if no hearing is requested, the Board may assess charges from the final compliance date of the letter or take such other action as may be authorized by the Governing Documents or by law.

H. If the alleged violator acknowledges responsibility for the violation charged, does not request a hearing, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing.

I. Within seven (7) days of the hearing, the Board shall, by registered or certified mail, return receipt requested notify the alleged violator of its decision, the assessment of any charges and the date which those assessments shall accrue from and be due, which shall not be earlier than the date given in the demand letter by which the violation must cease.

## **5. AMOUNT OF VIOLATION CHARGES**

A. Pursuant to Section 55-513 of the Act, any charges assessed for violation of rules after notice and hearing shall be in amounts authorized by Section 55-513 Act (currently \$50 for a single violation or ten dollars per day for up to ninety (90) days for a violation of a continuing nature) and shall be treated as an assessment against such Owner's Residential Lot for the purpose of Section 55-516 of the Act regarding liens.

B. Violation charges shall first be charged to the Tenant or occupant of the Lot but if



it is not paid by the Tenant or occupant within the time period set by the Board, then the charges shall be the personal obligation of the Owner.

**6. OTHER REMEDIES NOT PRECLUDED**

A. This resolution shall not be deemed to require a hearing prior to assessment of violation charges or suspension of Membership privileges if a hearing is not requested.

B. This resolution shall not prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Documents or by law and shall not constitute an election of remedies. The Association need not comply with the procedures set forth in this resolution prior to initiating litigation or taking other legal action.

**EXHIBIT A**

**Rules Violation Complaint**

Date: \_\_\_\_\_

1. Name of person(s) violating rules: \_\_\_\_\_  
\_\_\_\_\_

2. Lot #/address of person(s) violating rules: \_\_\_\_\_  
\_\_\_\_\_

3. Are the person(s) named in question 1 Tenants or Owners?  
\_\_\_\_\_

4. Describe in detail how and where the rules were violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. When did the violation(s) occur? \_\_\_\_\_

6. Have you personally requested the Owner or Tenant to cease the rules violation?  
 Yes,  No,  Verbally,  By written request. When? \_\_\_\_\_

7. Name and Lot #/address of person(s) making complaint: \_\_\_\_\_  
\_\_\_\_\_

8. Signature(s) \_\_\_\_\_

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FOR ASSOCIATION USE ONLY

1. Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

2. Provision(s) of Governing Documents violated: \_\_\_\_\_  
\_\_\_\_\_

3. Name(s) of Owner(s): \_\_\_\_\_  
\_\_\_\_\_

4. Owner's address if non-resident: \_\_\_\_\_  
\_\_\_\_\_

5. Name(s) of Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

6. Comment: \_\_\_\_\_  
\_\_\_\_\_

7. Date demand letter sent to Lot Owner: \_\_\_\_\_

8. Owner/Tenant \_\_\_\_\_ does/ \_\_\_\_\_ does not request a hearing.

    Date request received: \_\_\_\_\_

9. Date notice of hearing sent: \_\_\_\_\_

10. Date of hearing: \_\_\_\_\_

11. Date hearing result sent: \_\_\_\_\_