

BK 0914 PG 0157  
DECLARATION  
of  
COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
SKIMINO LANDING ESTATES

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THIS DECLARATION, made this 1st day of May, 1996, by Skimino Development Co., L.L.C., a Virginia limited liability company hereinafter referred to as "Declarant".

RECITALS:

There has been duly approved under the ordinances of York County a Subdivision known as "Skimino Landing Estates" as shown on the subdivision plat entitled "PLAT OF SKIMINO LANDING ESTATES PHASE 1, YORK COUNTY, VA.," dated June —, 1996, made by DJG, Inc., Engineers Architects Surveyors Planners, recorded in Plat Book 12 at page 400 in the Clerk's Office of the Circuit Court of York County, Virginia, all of said property as shown on the subdivision plat being herein referred to collectively as "Subdivision".

The Subdivision is composed of twenty (20) single family lots and a certain Common Area as provided for herein. The Common Areas shall be for the equal benefit of all lot owners in the Subdivision and the necessary costs for maintenance and upkeep shall be borne equally by all lot owners in the Subdivision through the Association.

Declarant of the Subdivision is dedicated to the creation of a residential community of the highest environmental quality, a community which blends harmoniously with nature. This requires a compatibility of architecture, landscaping and planting, which can be achieved only through careful control. Fair, consistent and reasonable control of architectural design, landscaping and siting of single-family, detached homes is appropriate, necessary and valuable

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in a quality community. Such control, achieved through systematic, uniform review procedures, will protect environmental quality, encourage design excellence, preserve and enhance proper values and, importantly, foster owner pride and satisfaction.

NOW, THEREFORE, Declarant, as owner of all of the property in the Subdivision, hereby declares that all of the property as shown on Exhibit A, attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Skimino Landing Estates Owners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to all of the land within the Subdivision being twenty (20) lots, inclusive, and the parcel identified as "Homeowners Association" (Parcel A) as shown on the plat of the Subdivision.

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Section 4. "Common Area" shall mean the areas identified as "Pond Area, 70,792 square feet, 1.6252 acres"; "10' easement to be dedicated to Homeowner's Association"; "15' easement to be dedicated to Homeowner's Association"; and "6.329 acres Wetlands" all as shown on the plat referred to in the Recitals herein.

Section 5. "Lot" shall mean and refer to the twenty (20) numbered lots as shown in the Subdivision.

Section 6. "Declarant" shall mean and refer to Skimino Development Co., L.L.C., a Virginia limited liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

## ARTICLE II

### PROPERTY RIGHTS AS TO COMMON AREA

AS TO COMMON AREA, the following provisions apply:

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area for purposes of providing drainage to the Lots within the Subdivision which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable maintenance fees for the maintenance of the Common Area;

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(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to or be authorized by the Board of Directors of the Association.

(d) the transfer of a Lot automatically transfers membership in the Association and all rights of the transferrer with respect to the Common Area and facilities to which ownership of such Lot relate.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Leasing. Any owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between owner and lessee shall be written, shall be for a term of not less than ninety (90) days, and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 4. Declarant Conveyance. Declarant must convey the Common Areas within thirty (30) days of the completion of the construction of the improvements for which the Common Areas intended.

Section 5. Maintenance. <sup>BK0914PG0161</sup> The common areas shall be maintained in their intended function in perpetuity unless and until the Board of Supervisors by ordinance authorizes and approved revisions.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

As to the Association, the following membership and voting rights shall apply:

Section 1. Every Owner of a Lot shall be subject to assessment in the manner herein set forth and shall be a member of the Association with each such Lot Owner having an equal voting right with every other Lot Owner. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership, and members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

However, in no event after ten (10) years, from the conveyance of the first Lot to an Owner, shall the Declarant have any voting rights.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

##### AS GENERAL ASSESSMENTS FOR ALL LOTS:

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

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of

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any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association as general assessments, the following: (1) general annual assessments or charges, and (2) general special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general annual and general-special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in accordance with the Virginia Property Owner's Association Act being Section 55-508, et seq. of the Code of Virginia, 1950, as amended (the "Act"). Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of General Assessments. The general assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, and to provide for such adequate reserve funds for the repair and replacement of improvements in the Common Area, as the Board of Directors may deem appropriate from time to time.

Section 3. Maximum General Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not a Declarant, the maximum general annual assessment shall not exceed THREE HUNDRED AND 00/100 DOLLARS per year (\$300.00) per Lot.

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(a) From and after January 1 of the year immediately following the

conveyance of the first Lot to an Owner, the maximum general annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum general annual assessment may be increased above ten percent (10%) by a vote of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the general annual amount not in excess of the maximum.

Section 4. Working Capital Fund. The Declarant, as Agent of the Association, shall establish for the Association a Working Capital Fund by collecting from each Owner six months of the annual General Assessment for each Lot at the time the Lot is purchased to serve as a reserve fund for capital expenditures or replacements. The Declarant shall not use the Working Capital Fund to pay any construction costs or expenses and shall maintain this a segregated fund separate and apart from other funds of the Association.

Section 5. General Special Assessments for Capital Improvements. In addition to the general annual assessments authorized above, the Association may levy, in any assessment year, a general special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3) of the votes

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of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both general annual and general special

assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

Section 8. Date of Commencement of General Annual Assessments: Due Dates.

The general annual assessments provided for herein shall commence as to any Lot on which improvements have been completed on the first day of the month following the completion of the improvements and after the conveyance of the first Lot by the Declarant to an Owner not a Declarant as herein defined. The Declarant shall not be required to pay the general annual assessment on Lots on which improvements are not completed; provided the Declarant shall be responsible for the maintenance and upkeep of such unimproved Lots. The first general annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the general annual assessment against each Lot at



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least thirty (30) days in advance of each general annual assessment period. Written notice of the general annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of General Assessments: Remedies of the Association. Any general assessment not paid within thirty (30) days shall bear interest from the due date at the maximum rate permitted by the Act. The Association may record a memorandum of lien, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property pursuant to the Act. No Owner may waive or otherwise escape liability for the general assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

AS SPECIAL ASSESSMENTS FOR BOAT SLIP LESSEES:

Section 11. Creation of a Lien and Personal Obligation of Special Assessment for Boat Slip Lessees. The Declarant hereby declares and creates a lien against the holder of any lot within the Subdivision who is also the lessee of a boat slip for property held by the Association, a lien to be in the context and in accordance with, Sections 1-10 of this Article IV. Every Owner of a Lot, by acceptance of a lease, whether written or oral, for the leasing of a boatslip from the Association whether such term shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association as a special assessment, whatever special annual or monthly assessment is deemed appropriate by the Association for the rental of such slip, which shall be established and collected as stated in Sections 1-10 of this Article and the effect of non-payment and the resulting lien shall be in accordance with the same provisions.

#### ARTICLE V

#### PROPERTY RESTRICTIONS

Section 1. Land Use and Building Type: No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling with only one private garage whether attached or detached. Dwellings shall contain not less than 2000 square feet of heated interior finished living space for one-story houses, and not less than 2400 square feet of heated interior finished living space for multi-story houses, excluding garages, decks and porches. Basement areas shall be considered as heated interior finished living space, if they meet those requirements, and have at least one elevation at floor-level above the existing exterior ground level, and that elevation contains typical windows and/or doors facing the outside of the house, and such basement areas shall be counted at fifty percent (50%) of their square footage for purposes of establishing the

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square footage necessary to be in compliance with this paragraph. One story houses shall have sixty (60) linear feet minimum frontage on the side of the house facing the street, above grade level, and two-story houses shall have fifty (52) or more linear feet minimum frontage on the side of the house facing the street, above grade level. The Architectural Review Board shall be empowered to mitigate or adjust these requirements if non-typical topography, drainage, environmentally sensitive areas, or other unusual circumstances might be encountered on a particular Lot. In order to preserve and enhance values, to retain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historical elements, Declarant shall have the right to approve all plans, and approve location of all structures, wells and septic systems on each Lot, or rule on these Property Restrictions, in its sole discretion or it may designate an agent or architectural committee of its choosing to perform such approvals or to release this requirement as to all or any Lots by written document recorded in the aforesaid Clerk's Office, which approval shall not be unreasonably withheld by Declarant.

Section 2. Building Location: The front of each numbered building Lot shown on said plat is indicated by the "Building Set-Back Line", set forth on said plat. No building shall be located on any numbered building Lot shown upon the said plat, unless the front of the said building faces the front of the Lot upon which it is located, nor shall any building be located on any Lot nearer to the front Lot line than the minimum building set-back line shown on the recorded plat.

Section 3. Restricted Building Areas. Noted on the plat hereinabove referred to is the "COMMON AREA". No Lot Owner, except for the Declarant or Association, may

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construct or maintain any improvements or landscaping within the Common Area. The Declarant specifically reserves the right to use any or all of the drainage and utility easements shown on the Subdivision Plat for ingress and egress to the Common Area for any and all purposes.

Section 4. Septic and Water Systems. Every dwelling unit constructed within this subdivision shall be connected to a private septic systems, with primary and reserve areas, within the confines of the Lot, and a private water system within the confines of the Lot, both as approved by the appropriate governmental authorities and the Declarant, unless public water and/or sewer is available.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision. The drainage and utility easements may also be used by the Declarant for ingress and egress to the Common Area as provided for in paragraph 3.

Section 6. Underground Electrical and Telephone Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any Lot in the subdivision, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric and telephone service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the

surface of land in the subdivision. This provision does not govern existing overhead lines, placed above ground, prior to ownership by Declarant of the Properties.

Section 7. Fuel Tanks on the Lots. Fuel tanks designed to contain fuel or gas, natural gas, propane gas, or any other form of liquid or gaseous energy, shall be buried underground on each Lot for the dwelling such tanks serve. Should such tanks be required to be above ground in order to be in compliance with any law or regulation, such tank shall be placed in the rear of the Lot, behind the house, so as not to be seen from the front of the house, and such tanks shall be screened from public view by fencing made of brick, wood or other approved materials, or by vegetation, such screening shall be approved by the Declarant or the Architectural Review Board.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. Recreational horses shall not be considered per se nuisances, but shall be permitted subject to County ordinances.

Section 9. Fences. Only wooden, brick or other materials approved by Declarant, may be used in the construction of fences on the Lots, which fences shall not exceed six (6) feet in height and may be erected on any Lot or part thereof, and if any such fences shall be located closer to the street than the front part of any house, such fence shall be no more than four (4) feet in height and the site of the fence much be approved by Declarant or its designee as defined in Section 1 of this Article. Metal fences, pens, or enclosures shall not be permitted on any Lot or part thereof. The within provision shall not apply to fences or structures erected at the entrances of the subdivision, Common Areas, or by future development of Declarant. The Declarant, in

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unusual circumstances, in order to avoid inequity, may allow an alteration in the type of fence in contravention to this section so long as the same is approved by the Architectural Review Board.

Section 10. Garages or Structures Detached From the House. Other than one (1) private garage, which may be attached or detached from the dwelling, no detached permanent outbuilding, storage buildings, sheds, shacks, or other similar structures, shall be allowed except by permission of the Declarant or its designee as defined in Section 1 of this Article, after application of the same shall be made. No structure of a temporary character, to include, but not be limited to, trailer, basement, tent, shack, shed, barn or other outbuilding shall be used on any Lot as a temporary residence, and such buildings can only remain on the property during the construction of the house on that Lot, but in no event shall that period of time be longer than one (1) year. All garages must have the garage doors face the direction other than that which faces the street, but in the event of corner lots, the garage doors may face the street considered to be the side street. Should the Owner desire to have the garage doors face the main street, it may apply for the same to the Declarant or its authorized designee as defined in Section 1 of this Article.

Section 11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that horses, ponies, as well as typical household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Signs. Subject to the provisions of Section 1 of this Article, no sign of any kind shall be displayed to the public view on any Lot, except one (1) name and identification sign of not more than two (2) square feet, or a sign advertising the property for sale or rent of than one not more than three square feet, or a sign used by a builder to advertise the

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property during the construction and sales period of not more than five square feet. The within provision shall not apply to signs erected at the entrance to the subdivision, nor to signs advertising the sale of Lots by Declarant or its authorized agents.

Section 13. Garbage and Refuse Disposal and Maintenance of Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned. No Lot shall be allowed to have vegetation in excess of twelve inches (12") elevation growing upon it, whether such Lot be improved or unimproved. Should any of the provisions outlined in this Section be violated, Owner shall be held responsible and the Declarant or its designee may engage independent contractors to correct the violation of this restriction and charge the same amount back to the Owner who shall be obligated to pay the same.

Section 14. Heating and Air Conditioning Equipment: Exterior Antenna. No air conditioning or heating equipment shall be placed in front of any residence, and no storage tanks erected above the ground shall be permitted with the exception of solar heating or energy panels or collectors which may be allowed on the rear roof portion of dwellings, and not visible from the street abutting the subject Lot. No window-unit air conditioners shall be installed or maintained on any dwelling built on any Lot in the Subdivision. No exterior antenna, or satellite dish, shall be visible from any Common Area, street, or adjoining Lot, unless approved by the Declarant in advance, or otherwise is approved by the Architectural Review Board.

Section 15. Trailers, Boats, Campers & Motor Vehicles. No trailers, boats, campers, or other motor vehicles except passenger automobiles and small trucks may be parked

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on the streets or on any Lot within the front property set-back line. No inoperable, unlicensed or abandoned vehicles of any type shall be parked or stored upon any Lot and no Lot shall be used for repair, overhaul or painting of any motor vehicle with the exception of the fact that such vehicles may be stored within the garage on any Lot, provided that the garage is equipped with a garage door which is closed during the time such vehicles are stored within it.. Parking of cars or other motor vehicles, trailers, boats and campers in yard areas of the Lot, or on grass portions of any Lot, or unpaved portions of any Lot, is restricted to that part of the Lot which is behind the rear portion of the dwelling upon such Lot.

Section 16. Subdivision of Lots. Unless approved by Declarant, and Declarant's approval is the sole approval needed, none of the Lots as shown on the recorded subdivision plats for the sections affected hereby may be subdivided into smaller or additional Lots, provided, however, that this provision shall not prohibit the adjustment of Lot lines if necessary so long as no new or additional Lots are created.

Section 17. Foundations. All foundations which are exposed to view on any house shall be brick, have a brick facing, or have a facing or be built of other materials as approved by Declarant.

Section 18. Rules. From time to time the Association shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Owners and Declarant. For a period of two (2) years after conveyance of the first Lot to an Owner, such general rules may be adopted and made a part of this Declaration by Declarant and, thereafter, may be adopted and made a part of this Declaration by the



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Association. All such general rules, regardless of by who adopted, shall be listed as an attachment hereto, as Exhibit B.

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ARTICLE VI

INSURANCE

Section 1. Insurance coverage on the Common Area shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Owners may, at their option, obtain insurance coverage for their personal liability and living expense and such other coverage as they may desire.

(b) Liability. Public liability insurance shall be secured by the Association with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary. The Association may reduce the limits of liability for the public liability insurance to FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, should they so desire, at the end of the period of Declarant control of the Subdivision.

(c) Premiums. Premiums for insurance policies purchased by the association shall be paid by Association and charged to the Owners as a part of an assessment according to the provisions of Article V above.

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(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and the Owners and their mortgagees as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees in the following shares:

(1) Proceeds on account of damage to Common Areas and held for the Association.

(2) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) Reconstruction of Repair. The remaining proceeds shall be paid to defray the cost of repairs: Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

## ARTICLE VII

## GENERAL PROVISIONS

Section 1. Enforcement. The Association, York County, or any owner shall have the right to enforce, by any proceeding at law or in equity in the Circuit Court of York County, Virginia, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration in accordance with the Act and all other applicable laws. Failure by the Association, York County, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Court is hereby specifically empowered and authorized to use its equitable powers and authorities to correct any arbitrary, capricious or unreasonable act by the Association, or any Lot Owner, committee connected herewith.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and fifty-one percent (51%) of first mortgagees as hereinafter defined. Any amendment upon receiving the necessary approval shall be recorded in a document executed on behalf of the Association by its duly authorized officers. Any amendment must be recorded.

Section 4. Association Documents. In accordance with the Act, the Association shall maintain current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and budgets, provide copies upon request to Owners and Purchasers. The Association shall annually cause to be prepared a statement for each fiscal year which shall be provided to the Owners at each annual meeting.

Section 5. Additional Covenants. It is understood and agreed, anything to the contrary contained herein notwithstanding, as follows:

(a) A first mortgagee will be provided written notification of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under the Subdivision documents which is not cured within 30 days; as used herein the terms 'first mortgagee', 'mortgage' or 'mortgagor' shall have the same meaning and import as 'first deed of trust noteholder'; or 'first deed of trust', or 'grantor deed of trust'; the terms 'mortgage' and 'deed of trust' for purposes herein shall have the same meaning and intent.

(b) Any first mortgagee who comes into possession of a Lot in the Properties pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any 'right of first refusal,' if any.

(c) Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the Lot.

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(d) Unless at least 51% of the first mortgagees (based upon one vote for each first mortgage) of individual Lots in the Properties have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such association for the benefit of the Owners and Lots in the Properties. The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(3) use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement improvements.

(e) First mortgages shall have the right to examine the books and records of the Association or any entity which owns the Common Area or the property of the Association.

(f) First mortgagees of Lots in the Properties may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any Common Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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Entitlement to such reimbursement is hereby agreed to and this instrument shall constitute an agreement in favor of all first mortgagees of Lots in the Properties.

(g) No provision of the Association Articles of Incorporation, or the declaration of easements, restrictions and covenants, or any similar instrument pertaining to the Properties or to Lots therein, gives a Lot Owner or any other party priority over any rights of first mortgagees of Lots herein pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or taking of the Associations common property.

(h) Lot Owners have a right to enjoyment of the Common Areas as provided herein and such property is owned in fee by the Association. The Common Area properties were conveyed to the Association except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the Association.

(i) In the event that management other than self-management is required of the Association, and in the event that the Association elects or decides to terminate said management, then all first mortgagees shall be given at least thirty (30) days' notice of said action.

(j) All first mortgagees shall be entitled to receive reasonable written notice of damage to or condemnation of any part of the Common Areas.

(k) Any approval herein required by a first mortgagee shall be implied if a first mortgagee has failed to submit a response within fourteen (14) days to a written proposal or notice provided the proposal or notice was delivered by certified or registered mail, with a return receipt requested.

Section 6. Easement for Public Necessity. Upon recordation of this declaration there is hereby granted to the County of York, its employees and agents, a perpetual right of ingress and egress over and upon the Common Area in order to assure the performance of all public duties, including but not limited to, law enforcement offices, rescue squad personnel, fire fighting personnel and building officials.

Section 7. Easement for Owners Fronting Skimino Creek. Any Owner of a Lot fronting Skimino Creek shall have an exclusive easement from the lot line of the Lot nearest the water, between the side lot lines extending out into the water, across the Common Area which is between such Lot and Skimino Creek, except that the Owners of Lots 63 and 64 shall share the Common Area which is between their Lots and Skimino Creek by placing a line beginning at the intersection of the said two Lots at the side lot line nearest the water of each Lot and running said line through the Common Area to its connection point to Skimino Creek so that said total area encompassed between the lot lines of these two lots in the aggregate is divided evenly, which easement shall include the right to construct an open pile pier as approved by the appropriate authorities across such Common Area to Skimino Creek. Such exclusive easement shall require such Owner not to affect any change in the natural condition of the said Common Area, but such Owner shall use the Common Area if such use conforms to all terms, provisions, rights, regulations, and privileges established by governmental authority.

Section 8. Adjustment of Property Restrictions or General Provisions. The Declarant, with the advice and consent of the Architectural Review Board, may alter, modify, mitigate or amend any of the provisions of Article V and Article VII, in its sole discretion during the period of Declarant control of the Subdivision in order to rectify recognized



hardship, unfairness or inequity created by the application of the provisions of the  
aforementioned Articles to a particular Lot. Notwithstanding the above, this provision shall  
not apply to Article V, Section 17.

Section 9. Dissolution. The Association shall not be dissolved, nor shall the  
Association dispose of any Common Areas by sale or otherwise, except to an organization  
conceived and organized to own and maintain the Common Areas, without first offering to  
convey the same to the County of York or other appropriate Governmental agency in exchange  
for compensation in an amount not exceeding the appraisal of a mutually agreeable appraiser.

#### ARTICLE VIII

#### DECLARANT'S RIGHTS AND RESPONSIBILITIES

Section 1. Rights. Anything herein to the contrary notwithstanding, the Declarant  
shall at all times have and does hereby reserve to itself, its successors and assigns:

- (a) The right to use Lots for sales models and/or a sales office for sale  
of all Lots within the Subdivision;
- (b) The right to use Lots for the storage of dirt and/or other materials;
- (c) A non-exclusive easement over and upon the Common Area and for  
purposes of making improvements to the Common Area and on all Lots located within the  
Subdivision. This easement shall automatically cease and expire upon completion of all  
improvements in the Common Area, and all Lots located within the Subdivision.

Section 2. Responsibilities. The Declarant shall be responsible for the following:

- (a) The establishment of the Association under the laws of the  
Commonwealth of Virginia.

BK0914PG0182

- (b) The establishment of the Working Capital Fund as provided for in

Article IV, Section 4.

- (c) The conveyance of the Common Areas to the Association.

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ARTICLE IX

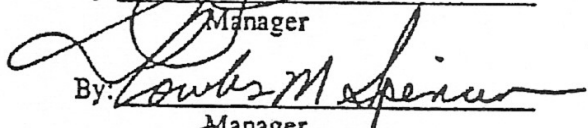
CONDEMNATION

In the event of condemnation or taking by eminent domain by any local, state or federal authority of all or any part of the Common Area, the Association is hereby designated and appointed as attorney in fact for all Owners for purposes of representing all Owners in any proceedings, negotiations, settlements or agreements. Any funds received by the Association shall be held for the benefit of the Association and be used by the Association for the purposes herein set forth, unless there is a total taking of all of the Common Area, in which event the funds shall be distributed pro rata among the Owners and their respective first mortgagees.

IN WITNESS WHEREOF, the undersigned Declarant, Skimino Development Co., L.L.C., has caused this instrument to be executed on its behalf as of the date and year first above written.

SKIMINO DEVELOPMENT CO., L.L.C.

By:   
Manager

By:   
Manager

By:   
Manager

BK0914PG0184

STATE OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this 4th day of September, 1996 by Jay L. Larrison, the Manager of Skimino Development Co., L.L.C.

Pat L. Gask  
Notary Public

My commission expires: 7.31.99

STATE OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this 4th day of September, 1996 by Couder K. Spencer the Manager of Skimino Development Co., L.L.C.

Pat L. Gask  
Notary Public

My commission expires: 7.31.99

STATE OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this 4th day of September, 1996 by Daniel J. DeYoung, the Manager of Skimino Development Co., L.L.C.

Pat L. Gask  
Notary Public

My commission expires: 7.31.99

BK0914PG0185

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SKIMINO LANDING ESTATES

Description of the property:

Lots 60 through 77, inclusive and Lots 81 and 82 as shown on a certain plat entitled "Subdivision Plat of Skimino Landing Estates, Phase I, County of York, Bruton District, Virginia" dated June, 1996 and made by DJG, Inc., Engineers, Architects, Surveyors, Planners, recorded in Plat Book 12 at page 400 in the Clerk's Office of the Circuit Court of York County, Virginia.

B6914 PG 186

EXHIBIT B 1: PG 0186

RULES APPLICABLE TO THE PROPERTY WHICH IS SUBJECT TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SKIMINO LANDING ESTATES SUBDIVISION

1. A Declarant approved mailbox and newspaper receptacle will be required for each home and shall conform to general conditions of tastefulness which shall include size, exterior material and color. The location of such mailbox or newspaper receptacle is also subject to Declarant approval.

2. The Owner or builder will install identical styled black house numbers on each mail box post as shown on the sketch attached to these rules as an exhibit.

3. Outdoor cooking grills, ovens, smokers, or other similar devices shall not be kept, maintained, or used in any area where they can be seen from the street, except for any Common Area where the Declarant or the Association has deemed such facilities appropriate.

4. Trash receptacles, clothes-drying apparatus, and similar equipment, must be kept in garages or screened enclosures as approved by the Declarant.

5. Exterior colors and materials must be in harmony with the Subdivision and, in general, must be earth-color tones. Bright color, or colors, such as baby blue, pink, purple, fuchsia, and orange, or exotic hues, are not within the generally accepted color range and shall be prohibited. Bright colors on exterior surfaces will not normally be permitted, nor will any substances that generally tend to reflect light, such as mirrors and artificial ornament devices, and shall be prohibited.

6. All plumbing vents, fan exhausts and other necessary roof equipment must be on the rear slope of the roof, or otherwise screened from view of the street. Declarant may waive this requirement if requested by Owner.

7. During construction, the Declarant reserves the right to prescribe the ingress and egress routes utilized by construction vehicles, including those delivering materials, equipment and supplies. This also applies to the vehicles operated by construction personnel.

Virginia: County of York to-wit:

In the Clerk's Office of the Circuit Court for the County of York, the 12th day of Sept 19 96

This deed was presented with the certificate annexed and admitted to record at 1:59 o'clock PM

Teste: Nancy B. Kane, Clerk

By: [Signature] Deputy Clerk

38.00

ARTICLES OF INCORPORATION  
OF  
SKIMINO LANDING ESTATES OWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, the undersigned, all of whom are residents of the State of Virginia and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is SKIMINO LANDING ESTATES OWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association, which is the initial registered office of the Association is 600 Thimble Shoals Boulevard, Second Floor, Newport News, Virginia 23606.

The name of the City in which the initial office is located is Newport News, Virginia.

ARTICLE III

The name of its initial registered agent is Conway H. Sheild, III who is a member of the Virginia State Bar and a resident of Virginia, and whose business office is the same as the registered office, namely 600 Thimble Shoals Boulevard, Second Floor, Newport News, Virginia 23606.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for ownership, care,

maintenance, preservation and architectural control of the residence Lots, Common Area, and easements conveyed to the Association within that certain tract of property located in York County, Virginia, containing 298 acres, known as Skimino Landing Estates, to be developed into 112 lots, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court for York County, Virginia;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and with the assent of more than two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, and subject to such laws or ordinances as may restrict same;



(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation (other than annexations provided for in the Declaration) shall have the assent of more than two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

#### VOTING RIGHTS

The Association shall have one class of voting membership, and members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

However, in no event after ten (10) years, from the conveyance of the first Lot to an Owner, shall the Declarant have voting control of the Association.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Lays of the Association. The names and addresses of the persons who are to act in the capacity of the Directors until the selection of their successors are:

|                   |   |
|-------------------|---|
| Cowles M. Spencer | 70 West Mercury Boulevard<br>Hampton, Virginia 23669  |
| Jay L. Levinson   | 176 Skimino Road<br>Williamsburg, Virginia 23188-2222 |
| Daniel J. DeYoung | P.O. Box 3505<br>Williamsburg, Virginia 23187         |

At the first annual meeting, the members shall elect one director for a term of three years, one director for a term of two years; and one director for a term of one year; and at each annual meeting thereafter, the members shall elect directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved, but only upon compliance with all of the provisions of Section 13.1-902, et seq of the Code of Virginia or any amendment thereto. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

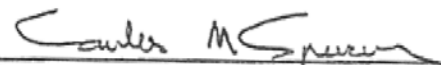
The Corporation shall exist perpetually.

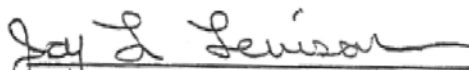
ARTICLE X

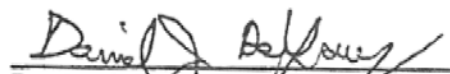
AMENDMENTS

Amendment of these Articles shall require the majority vote of the entire membership at a regular or special meeting.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 22<sup>nd</sup> day of July, 1996.

  
Cowles M. Spencer

  
Jay L. Levinson

  
Daniel J. DeYoung



**Submission of Complaint**

Submit your complaint and all attachments via US Mail or hand-delivery using the address below:

Skimino Landing Estates Owners Association, Inc.  
Attn: President  
P.O. Box 320  
Lightfoot, VA 23090

**Processing of Complaint**

The Association will acknowledge receipt of your complaint, in writing, within seven (7) days after receiving your complaint. If you do not receive acknowledgment of your complaint, please notify the Association immediately. If the Association requires any additional information to process your complaint, you will be notified in writing, within twenty-one (21) days of receipt of your completed Complaint Form. If the Association requests additional information you will have ten (10) days to deliver the additional information. The Board of Directors will notify you, in writing, of the date, time and location that your complaint will be considered. After final determination is made, written notice of the decision will be sent to you. All notices will be sent to you by electronic mail or mailed by registered or certified mail, return receipt requested, as you have selected above. If you did not select a preferred method of communication, notices will be mailed to you by registered or certified mail, return receipt requested.

**Notice of Final Adverse Decision**

Pursuant to Va. Code Ann. § 55-530F, you have the right to file a notice with the Common Interest Community Board (the "CIC Board") if you receive an Adverse decision from the Association. An Adverse decision means the final determination issued by the Association pursuant to the Association's Complaint Procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the complainant. In accordance with Va. Code Ann. § 55-530F, (i) your notice must be filed with the CIC Board within thirty (30) days of the date of the final adverse decision; (ii) your notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman; (iii) your notice shall included copies of all records pertinent to the decision; and (iv) your notice shall be accompanied by a \$25.00 filing fee. Please note that the CIC Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the complainant. The notice shall be sent to the Common Interest Community Board, Department of Professional and Occupational Regulation, 9960 Mayland Drive, Richmond, VA 23233-1463. The phone number and email address for the Office of the Common Interest Community Board is (804) 367-8500 and [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)

**Required Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

THIS PAGE FOR ASSOCIATION USE ONLY

Date Complaint Received: \_\_\_\_\_

Signature and Printed Name of Person Receiving Complaint:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date Acknowledgment Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail

Signature and Printed Name of Person Sending Acknowledgment:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date of Decision of Board of Directors: \_\_\_\_\_

Date When Decision Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail

Signature and Printed Name of Person Sending Decision to Complainant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

*Tarley Robinson, PLC*  
6/2012

Skimino Landing Estates Owners Association, Inc.

Signs

Policy Resolution 2013-001

A. Prohibited Signs

Article V, Section 12, of the Declaration of Covenants, Conditions and Restrictions of Skimino Landing Estates mandates that "no sign of any kind shall be displayed to the public view on any lot, except one (1) name and identification sign of not more than two (2) square feet, or a sign advertising the property for sale or rent of not more than three square feet, ...". The Board of Directors of Skimino Landing Estates Owners Association has interpreted this provision to apply to only signs of a permanent nature. Exceptions to the prohibition of permanent signs are:

1. One home security sign provided by the security company.
2. One Private Drive sign approved by the ARB.

B. Permitted Signs

The Board of Directors acknowledges that the absence of signs contributes to an aesthetically appealing appearance and to retain the natural surroundings of the community. However, certain events of an obviously temporary nature require a descriptive sign. Examples of these temporary events are: birthday parties, welcome home celebrations, garage sales, political campaigns, and neighborhood meetings. Signs of this type are permissible, so long as the following requirements are met:

1. Signs are not displayed more than one week prior to the event.
2. Political signs may be displayed sixty days prior to the election to which they pertain.
3. The signs must be removed within two days after the event.

C. Enforcement

Property owners remain responsible for having their property maintained in accordance with the covenants and this policy. If property owners do not maintain their property accordingly, the Association may find it necessary to levy a fine until the property is brought back into compliance. Payments not received within thirty (30) days of billing will bear interest at the rate of eight percent (8%) per annum and may result in further collection action.

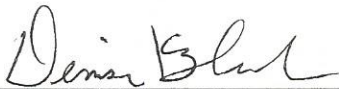
ADOPTED:



President



Date



Secretary

Skimino Landing Estates Owners Association, Inc.  
Cost Schedule for Providing Copies of Books and Records  
Policy Resolution 2012-002

WHEREAS, Virginia Code § 55-510 (B) provides that, with certain exceptions, all books and records kept by or on behalf of an association shall be available for examination and copying by a Member in good standing or his authorized agent; and

WHEREAS, Virginia Code § 55-510 (D) provides that prior to providing copies of any books and records to a Member in good standing, an association may impose and collect a charge reflecting the reasonable costs of materials and labor for providing such copies, not to exceed the actual costs thereof; and

WHEREAS, Virginia Code § 55-510 (D) also provides that such charges may be imposed only in accordance with a cost schedule adopted by the board of directors of the association;

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of Skimino Landing Estates Owners Association, Inc. hereby adopts the following policy:


- A. The cost schedule set forth in paragraph E below shall apply equally to all Members in good standing and shall be provided to a requesting Member at the time the request to examine or copy books and records is made.
- B. A Member is in good standing if the Member has no financial obligation to the Association that is more than thirty (30) days in arrears or violation of the Governing Documents that has not been remedied within the time allowed for correction.
- C. All money paid pursuant to the cost schedule set forth in paragraph E below shall be collected and retained by the Association to offset the actual costs of materials and labor involved.
- D. A Member's request for copies of books and records must be in writing and the request must be for a proper purpose related to the Member's membership in the Association. The association shall provide the requested copies, if the requested books and records are subject to disclosure as provided in Virginia Code § 55-510, within five (5) business days after receiving both a written request and payment for the reasonable costs of materials and labor of providing such copies.
- E. The following charges shall be imposed:
  1. \$0.10 per page for copies of 8-1/2" x 11" documents
  2. \$0.10 per page for copies of 8-1/2" x 14" documents



3. \$1.05 per page for color copies of 8-1/2" X 11" documents
4. \$1.05 per page for color copies of 8-1/2" X 14" documents
5. \$0.12 per page for copies of 11" x 17" documents
6. \$0.10 for each legal sized envelope
7. \$0.12 for each other sized envelope
8. \$0.04 for each label
9. \$35.00 for labor of administrative personnel.

This Resolution is effective October 13, 2012.

Adopted at a meeting of the Board of Directors on Oct 13, 2012.

  
\_\_\_\_\_  
President

Oct 13, 2012  
Date

Attest:  
  
\_\_\_\_\_  
Secretary

Oct 13, 2012  
Date

Skimino Landing Estates Owners Association, Inc.  
Grass Cutting and Roadside Maintenance  
Policy Resolution 2012-003

A. Maintenance of Improved Areas

Article V, Section 13, of the Declaration of Covenants, Conditions and Restrictions of Skimino Landing Estates mandates that “[n]o lot shall be allowed to have vegetation in excess of twelve inches (12”) elevation growing upon it, whether such be improved or unimproved.” The Board of Directors of Skimino Landing Estates Owners Association has consistently interpreted this provision to mean that all landscaped property that includes natural or planted grass must be maintained at no more than twelve inches (12”) in height, with the exception of ornamental grasses that naturally grow in excess of this height.

B. Maintenance of Natural, Unimproved Woodland Areas Adjoining Roadways

The Board of Directors also acknowledges that in order to maintain an aesthetically appealing appearance and to retain the natural surroundings of the community, property owners may allow all or part of their lots to remain or revert to their natural, unimproved woodland state. Allowing the lot to remain or revert to its natural, unimproved woodland state is permissible, so long as the following roadside maintenance requirements are met. For the following areas (“Unimproved Roadside Maintenance Areas”), the natural woodland state must be cleared, and such areas must have natural or planted grass or other landscape ground cover not more than twelve inches (12”) in height:

1. For lots that have a ditch that runs parallel to the street and no guard rail, that area from the edge of the street to the bottom of the ditch and from the bottom of the ditch away from the street for three additional feet.
2. For lots that have a guard rail and no ditch, that area from the edge of the street to the guard rail and from the guard rail away from the street for three additional feet.
3. For lots that have neither a guard rail nor a ditch, that area from the edge of the street for a distance of ten feet.
4. For lots that have both a ditch that runs parallel to the street and a guard rail, that area from the edge of the street to either the bottom of the ditch or the guard rail, whichever is the greater distance and from that point away from the street for three additional feet.

Ornamental trees, shrubs, and bushes may be maintained in the Unimproved Roadside Maintenance Areas, so long as they do not unsafely obstruct the line of vision of drivers using the road or nearby driveways.

C. Concrete Lined Drainage Culverts

All concrete lined drainage culverts must be kept clear of leaves and debris to permit proper drainage. Culverts under driveways must be cleared of sediment and debris.

D. Guard Rails

All trees, shrubs, and bushes shall be maintained so that they do not come into contact with any guard rail.

E. Enforcement

Property owners may maintain their property themselves as required by the covenants and this policy, or they may elect to directly hire a contractor to do the work for them. In either event, property owners remain responsible for having their property maintained in accordance with the covenants and this policy. If property owners do not maintain their property accordingly, the Association will maintain it for them and bill the property owner for the work performed as a special assessment. Payments not received within thirty (30) days of billing will bear interest at the rate of eight percent (8%) per annum and may result in further collection action.

This policy was originally adopted by the Board of Directors on April 23, 2009. The original signed policy has been misplaced.

READOPTED:



President

October 13, 2012

Date



Secretary

Skimino Landing Estates Owners Association, Inc.  
Complaint Procedure  
Policy Resolution 2012-001

WHEREAS, in accordance with Va. Code Ann. § 55-530 E, Skimino Landing Estates Owners Association, Inc. (the "Association") is required to have a written process for resolving Association Complaints from members and citizens. The Association's Complaint Procedure shall conform to the requirements set forth in Va. Code Ann. § 55-530, the Common Interest Community Ombudsman Regulations (the "Regulations"), and the Association governing documents, which shall not be in conflict with Va. Code Ann. § 55-530 or the Regulations; and

WHEREAS, it is the intent of the Board of Directors to adopt a Complaint Procedure and Complaint Form that comply with Va. Code Ann. § 55-530, the Regulations, and the Association governing documents.

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of Skimino Landing Estates Owners Association, Inc. hereby adopts the following policy:

A. PROCESS FOR SUBMITTING AN ASSOCIATION COMPLAINT.

1. Members and citizens wishing to file an Association Complaint shall use the attached Complaint Form. All Association Complaints must be in writing.
2. An Association Complaint shall concern a matter regarding the action, inaction, or decision by the Board of Directors, managing agent, or the Association inconsistent with applicable laws and regulations.
3. The completed Complaint Form shall be delivered to the Association as follows:

Skimino Landing Estates Owners Association, Inc.  
Attn: President  
P.O. Box 320  
Lightfoot, VA 23090

4. The Association shall provide written acknowledgment of receipt of the Complaint Form to the complainant within seven (7) days of receipt.
5. The complainant shall describe the nature of the Association Complaint, including dates, locations and persons involved. The complainant shall include references to the specific facts and circumstances at issue. The complainant must set forth the specific documents, provisions, statutes or regulations that support his/her Association Complaint, and provide copies of any specific documents referenced. The complainant shall describe the specific action or resolution requested.

6. If the Association requires additional information that is necessary in order to continue processing the Association Complaint, the Association shall notify the complainant of the request within twenty-one (21) days of receipt of the completed Complaint Form. If the additional information is not received by the Association within ten (10) days of the Association's request, the Association shall send a letter notifying the complainant of the non-compliance, and close the Association Complaint.
7. Once the Association has received all of the requested information, the Association will schedule a date and time to consider the Association Complaint. Notice of the date, time, and location that the matter will be considered shall be sent to the complainant seven (7) days prior to the scheduled date.
8. After the Board of Directors makes its final determination, written notice shall be sent to the complainant within (7) seven days. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the registration number of the Association. If applicable, the name and license number of the common interest community manager shall also be provided.
9. The notice of final determination shall include the complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.
10. A record of each Association Complaint filed with the association shall be maintained by the Association for one year after notice of the final determination is sent to the complainant.
11. Any correspondence required to be sent by the Association to the complainant, as set forth above, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or if agreed to by the complainant, by electronic means provided the Association retains sufficient proof of the electronic delivery.

**B. NOTICE OF ADVERSE DECISION.**

1. A complainant may file a notice of final adverse decision in accordance with Va. Code Ann. § 55-530 F concerning any final adverse decision that has been issued by the Association in response to an Association Complaint.
2. The notice shall be filed within 30 days of the date of the final adverse decision.

3. The notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman. The notice shall include a copy of the Complaint Form, and supporting documentation, the final adverse decision, reference to the laws and regulations the final adverse decision may have violated, any supporting documentation related to the final adverse decision, and a copy of the Association's Complaint Procedure.
4. The notice shall be accompanied by a \$25 filing fee or a request for waiver.
5. The contact information for the Office of the Common Interest Community Ombudsman is as follows:

Heather Gillespie, Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233-1463  
Phone: 804-367-2941  
Email: CICOmbudsman@dpor.virginia.gov

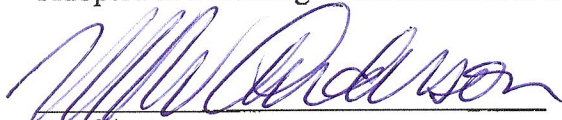
6. Upon receipt of the notice of final adverse decision from the complainant, along with the filing fee or a waiver of the filing fee approved by the Common Interest Community Board ("CIC Board"), the Office of the Common Interest Community Ombudsman shall provide written acknowledgment of receipt of the notice to the complainant and shall provide a copy of the written notice to the Association. The notice of adverse decision will not be reviewed until the filing fee has been received or a waiver of filing fee has been granted by the CIC Board.
7. Upon request, the Association shall provide information requested by the Office of the Common Interest Community Ombudsman within a reasonable time.
8. Upon review of the notice of final adverse decision in accordance with Va. Code Ann. § 55-530 G, if the Director of the Department of Professional and Occupational Regulation (the "Director") determines that the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board, the Director may, in his sole discretion, provide the complainant and the Association with information concerning such laws or regulations governing common interest communities or interpretations thereof by the CIC Board.
9. The determination of whether the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board shall be a matter within the sole discretion of the Director. Such decision is final and not subject to further review. As set forth in Va. Code Ann. 55-530 E, the determination of the Director shall not be binding upon the complainant or the Association that made the final adverse decision.

C. NOTIFICATION OF COMPLAINT PROCEDURE.

1. The Complaint Procedure is available to all members of the Association and citizens upon request made to Skimino Landing Estate Owners Association, Inc., Attn: President, P.O. Box 320, Lightfoot, VA 23090.
2. The Complaint Procedure shall be included as an attachment to the resale certificate or the association disclosure packet.

This Resolution is effective October 13, 2012.

Adopted at a meeting of the Board of Directors on October 13, 2012.

  
\_\_\_\_\_  
President

Oct 13, 2012  
Date

Attest:  
  
\_\_\_\_\_  
Secretary

Oct 13, 2012  
Date

Skimino Landing Estates Owners Association, Inc.

Signs

Policy Resolution 2013-001

A. Prohibited Signs

Article V, Section 12, of the Declaration of Covenants, Conditions and Restrictions of Skimino Landing Estates mandates that "no sign of any kind shall be displayed to the public view on any lot, except one (1) name and identification sign of not more than two (2) square feet, or a sign advertising the property for sale or rent of not more than three square feet, ...". The Board of Directors of Skimino Landing Estates Owners Association has interpreted this provision to apply to only signs of a permanent nature. Exceptions to the prohibition of permanent signs are:

1. One home security sign provided by the security company.
2. One Private Drive sign approved by the ARB.

B. Permitted Signs

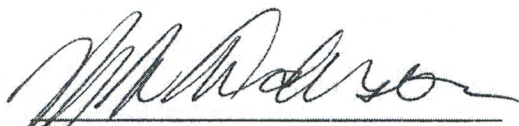
The Board of Directors acknowledges that the absence of signs contributes to an aesthetically appealing appearance and to retain the natural surroundings of the community. However, certain events of an obviously temporary nature require a descriptive sign. Examples of these temporary events are: birthday parties, welcome home celebrations, garage sales, political campaigns, and neighborhood meetings. Signs of this type are permissible, so long as the following requirements are met:

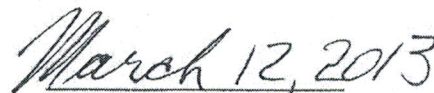
1. Signs are not displayed more than one week prior to the event.
2. Political signs may be displayed sixty days prior to the election to which they pertain.
3. The signs must be removed within two days after the event.


C. Enforcement

Property owners remain responsible for having their property maintained in accordance with the covenants and this policy. If property owners do not maintain their property accordingly, the Association may find it necessary to levy a fine until the property is brought back into compliance. Payments not received within thirty (30) days of billing will bear interest at the rate of eight percent (8%) per annum and may result in further collection action.

ADOPTED:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary



Skimino Landing Estates Owners Association, Inc.  
Maintenance of Structures  
Policy Resolution 2015-001

A. Background

This policy resolution makes modification to the Declaration of Covenants, Conditions, and Restrictions of Skimino Landing Estates dated May 1, 1996, specifically Article V, Section 1, Land Use and Building Type.

Recitals:

The Subdivision is dedicated to the creation of a residential community of the highest environmental quality, a community which blends harmoniously with nature. This requires a compatibility of architecture, landscaping and planting, which can be achieved only through careful control. Fair, consistent and reasonable control of architectural design, landscaping and siting of single-family, detached homes is appropriate, necessary and valuable in a quality community. Such control, achieved through systematic, uniform review procedures, will protect environment quality, encourage design excellence, preserve and enhance property values and, importantly, foster owner pride and satisfaction.

Article V, Section 1. Land Use and Building Type:

“In order to preserve and enhance values, to retain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historical elements, Declarant shall have the right to approve all plans, and approve location of all structures, wells and septic systems on each Lot, or rule on these Property Restrictions, in its sole discretion.”

B. Interpretation

The Board of Directors interprets the above statements to pertain to the proper maintenance of structures, the main residence and all outbuildings, erected in Skimino Landing Estates. This maintenance includes the following requirements but is not intended to be an exhaustive list. The guidance homeowners should use to remain in compliance with this policy is that their property should not be allowed to degrade to such an extent that the property appearance detracts from the overall appearance of the neighborhood.

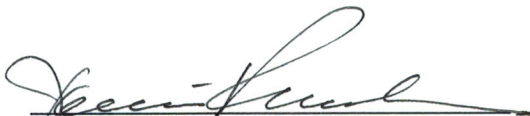
1. All exterior surfaces should be maintained free of mold and dirt, including brick, siding, wood trim, decks, porches, and fences.
2. Exterior brick should not have any crumbling or missing mortar.

3. Detached, loose or missing siding must be reattached or replaced. Replaced siding should match the original siding or be painted to match the original siding.
4. Exterior wood trim must either be painted or stained. Decks and porches made of treated wood which have neither been painted nor stained are excluded from this requirement. Dry rot wood must be replaced.
5. Fences should be repaired or replaced as needed. If fences are painted or stained, the original finish should be maintained.
6. Storm damage, such as roof shingles, broken fences, structural damage, or broken windows must be repaired within ninety (90) days of occurrence unless the homeowner requests a delay due to insurance issues.
7. Project materials, such as stone, bricks, gravel, or other building materials must not be stored in view from the street more than ninety (90) days.

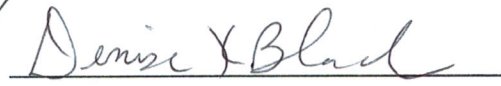
C. Enforcement

Property owners remain responsible for having their property maintained in accordance with the covenants and this policy. If property owners do not maintain their property accordingly, the Association may find it necessary to levy a fine of \$10.00 per day until the property is brought back into compliance. Payments not received within thirty (30) days of billing will bear interest at the rate of eight percent (8%) per annum and may result in further collection action.

ADOPTED:

  
\_\_\_\_\_  
President

1/27/2015  
Date

  
\_\_\_\_\_  
Secretary

BYLAWS

of

SKIMINO LANDING ESTATES OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location. The name of the corporation is SKIMINO LANDING ESTATES OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 600 Thimble Shoals Boulevard, Second Floor, Newport News, Virginia 23606, but meetings of members and directors may be held at such places within the State of Virginia, reasonably convenient as may be designated by the Board Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to SKIMINO LANDING ESTATES OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Skimino Development Co., L.L.C., a Virginia limited liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court for the County of York, Virginia.

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

### ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. 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, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board composed of not less than three (3) n or more than five (5) persons, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect at least one (1) director for a term of three (3) years, at least one (1) director for a term of two (2) years and at least one (1) director for a term of one (1) year; and at each annual meeting thereafter the members shall elect one or more directors for a term of three (3) years so that a rotation of Board members will occur every year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

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 directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. 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.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;



(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association. The Association shall have fire and extended coverage insurance for no less than one hundred percent (100%) of replacement cost of insurable common property.

(f) cause all officers or employees having fiscal responsibilities to be bonded. The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the lot owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(g) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a lot owner because of negligent acts of the Association, or other unit owners. Coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage.

(h) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board 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 this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board 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. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time 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. 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.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare

an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

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

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable

attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: SKIMINO LANDING ESTATES OWNERS ASSOCIATION, INC. a Virginia Corporation, but the use of said seal shall not be required on any document executed in the name of the Corporation.

## ARTICLE XIII

### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal Year shall begin on the date of incorporation.

UPLOADED

4/27/2021