

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, July 22, 1997

This is to Certify that the certificate of incorporation of

YORK MEADOWS HOMEOWNERS ASSOCIATION, INC.

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

July 22, 1997



State Corporation Commission

William J. Bridge
Clerk of the Commission

ARTICLES OF INCORPORATION
OF
YORK MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the statutory requirements of the State of Virginia, 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 for the purpose of forming a non-stock corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., hereafter called the Association.

ARTICLE II

The registered office of the Association is located at 301 Columbia Street, Portsmouth, Virginia 23705.

ARTICLE III

Elwood C. Isley, Jr., attorney at law, who is a resident of Virginia, and a member of the Virginia State Bar, and whose business address is 301 Columbia Street, Portsmouth, Virginia 23705, is hereby appointed the initial registered agent of this Association.

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 maintenance, preservation and architectural control of the residence Lots, Common Areas and BMP facilities within that certain tract of property described

York Meadows, York County, Virginia

Sections 1, 2, 3, 4 and 5

Containing One Hundred Twenty-Five (125) 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 Circuit Court for the County of York, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(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 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 two-thirds of each class of 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. No such dedication or transfer shall be effective unless an instrument has been approved by more than two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of more than two-thirds 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 have or hereafter have or exercise.

ARTICLE V

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 assessment by the Association, 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 two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

or

(b) On the thirty-first day of December, 1998.

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 the amendment of the By-Laws of the Association. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each meeting thereafter the members shall elect a director(s) for the then expiring terms.

ARTICLE VIII

Dissolution

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds of each class of members. 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

Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this non-stock 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 the 15th day of July, 1997.

INITIAL INCORPORATOR



Thomas A. Burcher

STATE OF VIRGINIA

City of Hampton, to-wit:

The foregoing Articles of Incorporation were duly executed before me this 15th day of July 1997, by Thomas A. ^{Burcher}, in my City and State aforesaid.

Given under my hand this 15th day of July, 1997.

Debbie H. Beam
Notary Public

My Commission Expires: January 31, 1998

(I was commissioned as Debbie H. Greene.)

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF

YORK MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the statutory requirements of the State of Virginia, the undersigned, files with the Commission these Articles of Amendments setting forth;

ARTICLE I

The name of the corporation is YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., hereinafter called the Association.

ARTICLE II

The subdivision plat for York Meadows has not yet been recorded in the Clerk's Office of the Circuit Court for York County, Virginia, therefore, no member action is required. There is no Board of Directors and no members at this time and this Amendment is hereinafter set forth and is adopted by the incorporator.

ARTICLE III

This 17th day of October, 1997, the incorporator hereby amends Article IV of the original Articles of Incorporation to read as follows;

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 maintenance, preservation and architectural control of the residence Lots, Common Areas and BMP facilities within that certain tract of property described as:

York Meadows, York County, Virginia

Sections 1, 2, 3, 4, 5, 6, and 7

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 Circuit Court for the County of York, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(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 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 two-thirds of each class of 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. No such dedication or transfer shall be effective unless an instrument has been approved by more than two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of more than two-thirds of each class of member;

(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 have or hereafter have or exercise.

The Incorporator further Amends Article VI, Voting Rights to read as follows:

ARTICLE VI

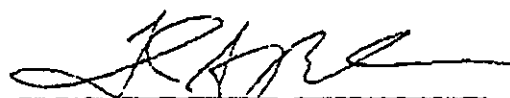
Voting Rights

The Association shall have one class of membership:

CLASS A. Class A members shall be all Owners who 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

IN WITNESS WHEREOF, for purpose of forming this non-stock corporation, under the laws of the State of Virginia, we, the undersigned, constituting the incorporator of this Association, have executed these Amendments to the Articles of Incorporation, this 17th day of October, 1997.

INITIAL INCORPORATOR


Thomas A. Burcher

SECOND
ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
YORK MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the statutory requirements of the State of Virginia, the undersigned, files with the Commission these Articles of Amendments setting forth;

ARTICLE I

The name of the corporation is YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., hereinafter called the Association.

ARTICLE II

The subdivision plat for York Meadows has not yet been recorded in the Clerk's Office of the Circuit Court for York County, Virginia, therefore, no member action is required. There is no Board of Directors and no members at this time and this Amendment is hereinafter set forth and is adopted by the incorporator.

ARTICLE III

This 14th day of November, 1997, the incorporator hereby amends Article IV of the original Articles of Incorporation to read as follows;

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 maintenance, preservation and architectural control of the residence Lots, Common Areas and BMP facilities within that certain tract of property described as:

York Meadows, York County, Virginia

Sections 1, 2, 3, 4, 5, 6, and 7

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 Circuit Court for the County of York, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(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 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, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred shall have the assent of more than two-thirds of the members;

(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. No such dedication or transfer shall be effective unless an instrument has been approved by more than two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of more than two-thirds of the 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 have or hereafter have or exercise.

The Incorporator further Amends Article VI, Voting Rights to read as follows:

ARTICLE VI

Voting Rights

The Association shall have one class of membership:

Members shall be all Owners who 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

IN WITNESS WHEREOF, for purpose of forming this non-stock corporation, under the laws of the State of Virginia, we, the undersigned, constituting the incorporator of this Association, have executed these Amendments to the Articles of Incorporation, this 14th day of November, 1997.

INITIAL INCORPORATOR


Thomas A. Burcher

BY-LAWS OF
YORK MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation is YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association. The address of the principal office of the corporation shall be Post Office Drawer A, Hampton, Virginia 23669, but meetings of members and directors shall be held at such places within the State of Virginia, County of York, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to YORK MEADOWS ASSOCIATION, INC., 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 execution 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 Land Venture Developers & Builders, Inc., Johnny V. Hogg, President, its successors and assigns, if such successors and 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 Clerk's Office 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

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the second Monday of January 1997, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, or falls on a weekend, the meeting will be held at the same hour on the first day following which is not a legal holiday, or on the weekend.

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 the votes of the 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 fifteen (15) days before such meeting to each member entitled to vote therein, 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. 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 this 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 of five directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a director(s) for the then expiring terms.

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

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 by 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

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once every three (3) months, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the association, or by any two (2) directors, after 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; and to adopt and publish such rules as are authorized by the Declaration of Covenants, Conditions and Restrictions made on the _____ day of _____, 1997, and any subsequent amendments thereto;

(b) Suspend the voting rights and right to use 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 By-Laws, 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 consecutive regular meetings of the Board of Directors; and,

(e) Employ a manager, an independent contractor, 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 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) Propose 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;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area and BMP areas to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. 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 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 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:

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.

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.

Secretary

The Secretary shall record the votes and keep the minutes of all meeting 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.

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 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 Committee as provided in the Declaration, and a nominating Committee, as provided in these By-Laws. 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 By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

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 judgment rate of interest, 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.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having within its circumference, the word: SEAL.

ARTICLE XIII

Amendments

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

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

IN WITNESS WHEREOF, we, being all of the directors of YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this ____ day of _____, 1997.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the ____ day of _____, 1997.

Secretary

FOR

YORK MEADOWS SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by Land Venture Developers and Builders, Inc., a Virginia Corporation, hereinafter referred to as "Declarant"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property (hereinafter the "Property") located in the County of York, Commonwealth of Virginia, which is more particularly described in the attached Schedule A, and

WHEREAS, the Declarant wishes to subject the Property to certain covenants, conditions and restrictions in order to enhance the value of the Property, the residents of the surrounding area and the County of York.

NOW, THEREFORE, in consideration of the enhancement of the value of the property, the ecological benefits and other good and valuable considerations which will accrue to the Declarant, the future owners and the County of York, the Declarant hereby declares that all of the Property 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 the Property, and which shall run with title to the Property and be binding on all parties having any right, title or interest in the described, Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the YORK MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "BMP" shall mean and refer to the on-site Best Management Practice areas shown on the subdivision plat of the Property and all structures, facilities and vegetation therein.

Section 3. "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 Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" or "Properties" shall mean and refer to that certain real property described in the attached Schedule A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Land Venture Developers and Builders, Inc., a Virginia Corporation, their successors or assigns.

Section 7. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and maintenance of which shall be the responsibility of the Association. The Common Areas for the Association are the areas so designated on the approved recorded plats of York Meadows and conveyed to the Association, and include the BMPs.

Section 8. "Builder Owner" shall mean any builder, contractor, investor, or other person or entity who purchases a Lot in York Meadows for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 9. "Public Purchaser" shall mean the first person using a Lot for residential purposes as a fee simple owner or owning the Lot for rental to third parties as a tenant.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. 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: Members shall be all Owners. 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 (1) vote be cast with respect to any Lot.

Section 3. Notwithstanding the foregoing, until seventy five percent (75%) of the Lots within the Association are sold to Public Purchasers, or until June 5, 2001, whichever shall first occur, the members of the Board of Directors and Officers of the Association shall be appointed and designated by the Declarant, who may replace and remove members at will.

ARTICLE III - PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenance to and shall pass with the title to every Lot, subject to the following provisions;

(a) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) 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 by the Board of Directors;

(c) the right of the Association to assess or charge to every owner fees or dues in order to have funds to maintain and care for the Common Area and any improvements located thereon;

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

Section 2. Delegation of Use. Any Owner may delegate, 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. As limited in Article VII, Section 12, 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 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. Association Duties. It shall be the responsibility of the Declarant to build, develop and complete the Common Areas in accordance with the approved site development plans and requirements of York County, and to cause the Common Areas to be operating within the designed parameters of the Stormwater Management Plan dated December 30, 1996. Upon such completion, Declarant shall provide the Association with an engineer's certification such improvements are completed and operating and Declarant and the Association shall inspect the Common Areas to determine such completion. Upon mutual determination of completion, Declarant shall convey good title to the Common Areas to the Association and shall transfer and deliver all warranties with respect to the improvement of the Common Areas, as built surveys, engineering reports and all other

pertinent information in its possession with respect to the Common Areas. Upon such completion and conveyance, the Association shall have the duty to maintain and keep the Common Areas in good repair for the benefit of all Owners, including without limitation, any streets, BMPs, sidewalks, street lights, landscaping or other improvements which may be located upon Common Area, together with any active or passive recreational amenities, if any.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for itself and for all Owners of each Lot within the Properties, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for BMP and Common Area maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges established by the Association, interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges established by the Association, interest, costs and reasonable attorney's fees, shall also be the personal obligation of each person or entity who was an 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 Assessments. The assessments levied by the Association shall be used, first, for the preservation, maintenance and improvement of the BMP facilities shown on the subdivision plat of the Property and Common Areas and further to ensure that the same function within the design parameters represented in the Stormwater Management Plan dated December 30, 1996 which were submitted to and relied upon by the County of York in approving the development of the Property and, secondly, for such other purposes which will promote the common welfare of the Owners as determined by the Association. The Annual Assessments shall include a component for reserves, to be determined by the Association, to accumulate funds for future anticipated expenses, not recurring on an annual basis, for items such as, but not limited to, maintenance, repair, reconstruction or replacement of the BMP or Common Areas, including removal of sediment and silt, re-grading and replanting reestablishing wetland vegetation, installing, removing, regrouting or replacing riprap or piping, and erosion control.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or assessment applicable to that year only for the purpose of defraying the cost of any

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unexpected, unbudgeted or other expense of the Association for performing some function, maintenance or operation within the authority and obligation of the Association to perform.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected at a frequency determined by the Board of Directors.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of a Lot to a Public Purchaser. The first 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 annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the 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 putting 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 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become 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.

ARTICLE V - BMP MAINTENANCE REQUIREMENTS

Section 1. In order to ensure the health, safety and welfare of the Owners and residents of the Property, the residents of the surrounding area and the County of York, the maintenance responsibilities for the on-site BMPs shown on the subdivision plat shall be the responsibility of the Association and such BMPs shall

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be maintained in good working order in accordance with the requirements of the County of York in order to achieve the water quality and quantity benefits contemplated by BMP design documentation entitled the "Stormwater Management Plan" dated December 30, 1996 which were submitted to and relied upon by the County of York in approving the development of the Properties.

Section 2. Failure to Perform Functions. If the Association shall fail to maintain the Association Property in reasonable order and condition and in accordance with the plans for the Property approved by York County, Virginia, it is acknowledged and agreed that York County, Virginia, after having previously given the Association notice of such failure to maintain such property and a reasonable period of time within which to remedy such failure, shall have the right to enter upon the Association Property and undertake the maintenance necessary to restore the Association Property to a reasonable order and condition in accordance with the plans and charge the cost thereof to the Association.

ARTICLE VI - ARCHITECTURAL COMMITTEE

Section 1. The Declarant shall designate an architectural committee which shall review the submittals by any Owner other than a Builder-Owner prior to any construction of any improvement on any Lot, which submittals shall include two copies of complete architectural plans, two copies of landscape plans and one plat drawn by a licensed surveyor showing house footprint, setbacks, walks, driveway, proposed landscaping and drainage plan. The drainage plans must comply with the development plan. The architectural plans and specifications shall detail the proposed roof design and material, the siding, the brick and windows, and exterior color. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration thereon be made until the aforesaid plans and specifications are approved in writing by the architectural committee. All requests must be in writing and, if no response is made within thirty (30) business days, approval will not be required. As long as the Declarant is the owner of any lot in York Meadows, Johnny V. Hogg shall oversee the architectural committee and shall have sole discretion to approve exterior design, house colors, house location plan (including driveway) and exterior elevation of all house plans.

ARTICLE VII - USE RESTRICTIONS

Section 1. Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one (1) single-family dwelling (hereinafter referred to collectively as "dwellings" or severally as "dwelling").

Section 2. Outside clothes lines shall not be allowed on any Lot.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any dwelling by which signs may be placed on any house or Lot or by which any traffic will be generated.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not become a nuisance to other owners or occupants, and there shall be no more than three (3) such pets per residence. No permitted animal shall be allowed to run at large unless under the Owner's control and in his presence.

Section 5. No sign of any kind shall be displayed to the public view on any of the Properties, except for an entrance sign for the subdivision and except contractors' signs during construction periods and one (1) professional real estate sign of not more than six (6) square feet advertising a Lot and any dwelling constructed thereon for sale or for rent.

Section 6. The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any of the Properties except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. No Owner, resident or lessee shall install television antennae, satellite dish, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by the architectural committee. Any satellite dish less than one meter in diameter which may be permitted, shall be subject to reasonable requirements related to screening, painting, and location on any Lot, so long as such requirements do not unreasonably impair the reception of such satellite dish. Satellite dishes in excess of one meter in diameter are not permitted.

Section 8. No Lot shall be subdivided for the purpose of making additional building sites. Boundary line adjustments among the Lots which do not create additional building sites are expressly permitted.

Section 9. Except for the use of temporary construction sheds or portable lavatories during a period of actual construction or improvements on a Lot or improvements on piers, no trailer, tent, shack, barn or other temporary outbuilding or movable building or structure of any kind shall be erected on or permitted to remain on any Lot.

Section 10. Areas converted to lawn and other landscaped areas shall be maintained in a neat and attractive state.

Section 11. Since the unregulated use of vehicles can severely damage the appearance of a neighborhood, the following restrictions shall apply:

(a) No more than four (4) ungaraged vehicles will be permitted to be consistently parked on the premises and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pick-up trucks not to exceed three-quarter (3/4) ton capacity.

(b) Pick-up trucks over the three-quarter (3/4) ton capacity, recreational vehicles, boats and boat trailers must be garaged. Recreational vehicles and boats too large to garage and large vans may be stored behind the house with suitable screening and/or covering, which shall be approved by the architectural committee, to minimize unsightliness and view from adjoining lots and with a total of one (1) per Lot. Tractors, trailers, buses, commercial vans and non-pick-up trucks over three-quarter (3/4) ton capacity are not permitted.

(c) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted. No vehicle undergoing repair shall be kept in the driveway for a period in excess of three (3) days.

(d) No skateboard ramps or similar structures will be allowed in front of houses or in streets.

Section 12. The respective Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than six (6) months or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, maid service, etc. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of the Association.

Section 13. Those lots upon which a BMP area, structure or facility exists shall have an affirmative obligation to refrain from uses which adversely affect the ability of the BMPs to function as designed.

Section 14. All fences being constructed on a lot will require the approval of the architectural committee which shall give due consideration to the possible impairment of neighboring lot views when considering each request. In no event shall fences

in excess of four (4) feet in height be approved on lots 67, 68, 69, 70, 71, 72, 73, 98, 99, 100, 101, 104, 105, 106, 107, 115, 116, 117, 118, 119, 120, 122 or 123. In no event shall chain link fences be approved or allowed.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 1. Enforcement. It is expressly stipulated that the County of York is intended to be a third-party beneficiary of these covenants, conditions and restrictions. The Association, any Owner or the County of York shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any Owner or the County of York to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter. Reasonable attorneys' fees and costs shall be awarded to the prevailing party if the Declarant, Association, Owner, or County seeks to enforce these covenants.

Section 2. Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed of lease. Land required to be set aside for open space by York County, Virginia may not be developed for any purpose not expressly approved by York County, Virginia, and the association property shall be maintained in its intended function in perpetuity unless and until the York County Board of Supervisors by ordinance, authorizes and approves revisions.

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 during the first twenty (20) year period with the written consent of the County of York, by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded in the Clerk's Office of the Circuit Court for the York County. Notwithstanding the foregoing, no amendment to this Declaration which concerns the BMPs or the rights or benefits accruing to York County may be made or become effective without the express written consent of York County.

Section 4. Conveyance of Common Area. Declarant shall complete and convey the Common Areas and facilities to the Association by deed in accordance with Section 4 of Article III of this Declaration; said deed of conveyance shall be reviewed by the County Attorney for York County prior to recordation.

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Section 5. Control of Common Areas. The Association has an affirmative obligation that all land set aside within the subdivision as BMPs may not be developed for an unapproved purpose in the future. The Association shall maintain the land and facilities in their intended function in perpetuity unless and until the Board of Supervisors of the County of York, by ordinance, authorizes and approves such revisions.

Section 6. The Association shall not dispose of any common open space, by sale or otherwise, except to an organization created and organized to own and maintain the common open space, without first offering to convey the same to the County or other appropriate governmental agency in exchange for compensation in an amount not exceeding the appraisal of a mutually acceptable appraiser.

Section 7. The Dissolution of the Association. The Association may be dissolved at a meeting held according to the procedures set out in Section 13.1-902 of the Code of Virginia (1950), as amended, with the assent of more than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall (subject to the provisions of Section 24.1-497 (d) (5) of the York County Code) be offered to be conveyed to York County or other appropriate governmental agency in exchange for compensation in an amount not exceeding the appraisal of a mutually acceptable appraiser. In the event that such offer is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such ownership and maintenance of the Common Area. Any document effecting such dedication or conveyance shall be executed by the Board of Directors of the Association. The Association and this Declaration shall remain in full force and effect unless terminated as herein provided.

Section 8. Easements. Easements shown on the plat for streets, signage, drainage, utilities, screening, open space or conservation areas are for the benefit of the residents of York Meadows. No construction, improvements or utilities shall be permitted within any area designated as "Easement" or BMP on the plat of this subdivision unless approved by the County of York and Declarant (if the Declarant retains any ownership interest in the Property at the time approval is required).

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of November, 1997.


LAND VENTURE DEVELOPERS AND BUILDERS, INC.

By: Johnny V. Hogg (SEAL)
Johnny V. Hogg (President)

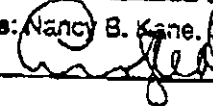
By: _____ (SEAL)

COMMONWEALTH OF VIRGINIA, AT LARGE:

The foregoing instrument was acknowledged before me in the City of Hampton by Johnny V. Hogg, on behalf of Land Venture Developers and Builders, Inc., a Virginia Corporation, this 19th day of November, 1997.

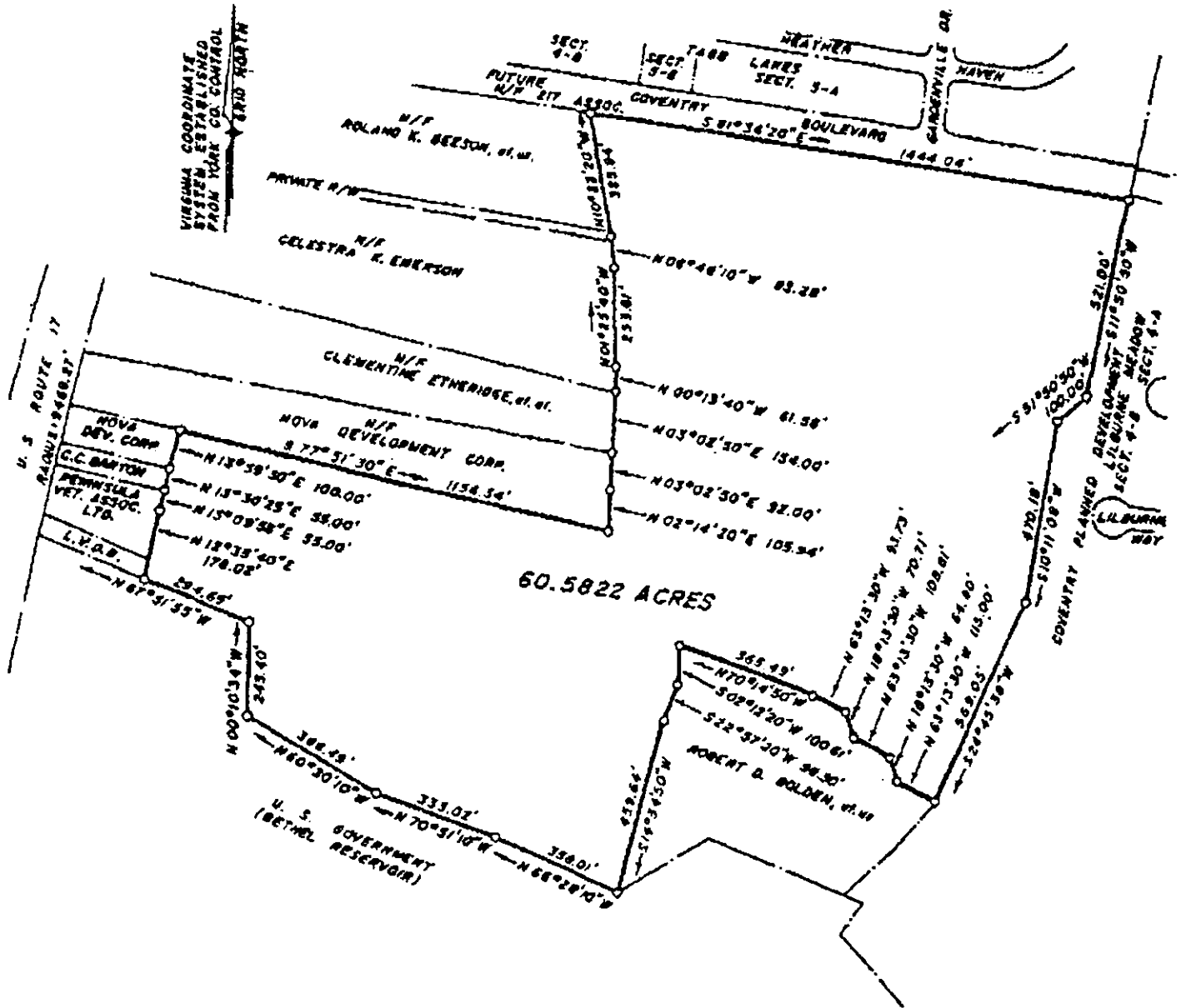

Notary Public

My Commission Expires: 01/31/99

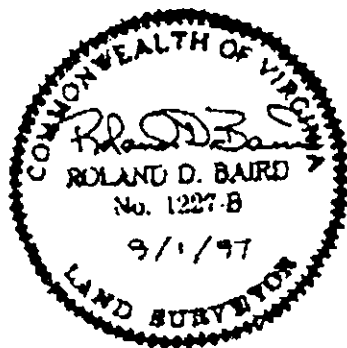
Virginia: County of York to-wit:
In the Clerk's Office of the Circuit Court for the
County of York, the 5th day of Dec 1997
This deed was presented with the certificate annexed
and admitted to record at 3:34 o'clock PM
Teste: Nancy B. Kane, Clerk
By:  Deputy Clerk

BK0982PG0480

SCHEDULE A



LEGAL REFERENCES
D.B. 930, PG. 471



PLAT OF PART OF THE PROPERTY OF LAND VENTURE DEVELOPERS AND BUILDERS, INC.	
PARCEL OF LAND CONTAINING 60.5822 ACRES	
YORK COUNTY, VIRGINIA	
JOHNSON • BAIRD AND ASSOCIATES CIVIL ENGINEERING AND LAND SURVEYING 1538 WEST QUEEN STREET — HAMPTON, VIRGINIA — 23669-3645	
SCALE: 1" = 400'	FILE NO. 91-042
DATE: SEPT. 1, 1997	

SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD

York Meadows

Homeowners Association

Architectural Guidelines

Approved
April 22, 2008

Introduction

The following guidelines are established to provide additional information to the homeowners of the York Meadows community in the County of York for the installation of landscaping, sheds, decks, decorations/yard ornaments, and home improvements. **These guidelines are in addition to the Declaration (covenants and by-laws) recorded in the Clerk's Office of the Circuit Court for York County for York Meadows Homeowners Association.**

The York Meadows Board of Directors will enforce all sections of the guidelines from the date of issue to the Community. All homeowners not in compliance with this document prior to the date of issue will be granted an exemption for the noncompliance item. The board of directors and/or architectural committee reserves the right to provide a resolution to any discrepancy, dispute, and/or clarification of the guidelines.

Fences

Reference Declaration, Article VII, Section 14

Fences require YMARC approval.

1. Fences must be a minimum of 10 feet back from the front foundation corners of the dwelling.
2. Chain link fences are prohibited.
3. Fences must be a minimum height of 4 feet and cannot exceed **a height of 6 feet**, unless it borders commercial property where the maximum height allowed would then be 8 feet, but only along the back of the yard.
4. Fences must be ***well-maintained and clean***.
5. A color sample must be submitted with the application for approval. ***Changes to the color of existing fences require YMARC approval.***
6. Fence construction must be completed within 120 days from the start of the project. If an extension is required, then the YMARC must approve the extension prior to the end of the 120-day construction period.
7. All kennels or dog runs must be approved by the YMARC prior to installation.

Landscaping

Reference Declaration, Article VII, Section 10

Landscaping may occur without YMARC approval, provided that the following standards are met:

1. Landscaping materials (for example, stone, mulch, sand, and cement) may not be used to cover the majority of the front and/or entire lot.
2. Grass shall not exceed a height of approximately 12 inches.
3. The drilling of well ***and installation of irrigation systems*** on the homeowner's lot do not require YMARC approval. Homeowners are responsible for meeting all York County permit requirements, laws, and county ordinances. Well pumps shall not be placed in the front portion of the yard or lot.
4. Sprayers and rotors will be adjusted to prevent a continuous spray/stream of water on the roads.

Sheds/Storage Facilities

Reference Declaration, Article VI (Architectural Committee) and Article VII (Use Restrictions)

1. Structures must not exceed **240** square feet with a maximum height of one story.
2. Structures must be located both behind the living units rear foundation line and within the property lines. Location of the shed must meet York County minimum setback requirements.
3. Siding and trim materials and roof shingles shall be the same as, or compatible with, the existing style and materials of the dwelling in color and texture.
4. Homeowners are responsible for meeting all York County permit requirements, laws, and county ordinances.

Storm Doors

Reference Declaration, Article VI, Section 1 (Architectural Committee)

Storm doors may be added without YMARC approval, provided that the following standards are met:

1. The door frame color must match the trim of the dwelling front door.

Decks/Patios

Reference Declaration, Article VI, Section 1 (Architectural Committee)

YMARC approval required. The owner must submit the proper architectural modification request form, and receive approval before any construction begins.

The following information is required in order to facilitate and expedite the review of any deck or patio request:

1. A description of the materials used.
2. An explanation of any relocation of windows or doors, meters, and heating/air conditioning unit.
3. A plot plan with proposed modification to approximate scale with dimensions and height above grade must be submitted.
4. Complete description (photos/drawings) as to construction design, materials, and color / finish must be submitted.
5. Homeowners are responsible for meeting all York County permit requirements, laws and county ordinances.

Sunrooms/Building Additions

Reference Declaration, Article VI, Section 1 (Architectural Committee)

YMARC approval required. The owner must submit the proper architectural modification request form, and receive approval before any construction may begin. Sunrooms/screened porches and similar additions must be consistent with the existing shape, style, and size of the dwelling in the following way:

1. Siding, roofing, and trim materials shall be the same as, or compatible with, the existing materials of the dwelling in color and texture.
2. New windows and doors must be compatible with those of existing dwelling in style and color.

3. Roof eaves and fascias must be compatible with those of existing eaves and fascias.
4. Additions may not adversely affect drainage conditions on adjacent properties through changes in grade, or other significant run-off conditions.
5. ***Complete description (photos/drawings) as to construction design, exterior materials, and color/finish must be submitted.***
6. Homeowners are responsible for meeting all York County permit requirements, laws and county ordinances.

Exterior Lighting

Reference Declaration, Article VI, Section 1 (Architectural Committee)

The installation of spot/flood lights shall not be pointed, or directed into the neighboring lots and/or roadways.

Fountains/Fish Ponds

Reference Declaration, Article VI, Section 1 (Architectural Committee)

YMARC approval required.

Skateboard Ramps

Reference Declaration, Article VII, Section 11 (d) (Use Restrictions)

Permanent installation of skateboard ramps is prohibited.

Playground/Swing Sets/Basketball Hoops

Reference Declaration, Article VI, Section 1 (Architectural Committee)

YMARC approval required.

1. Playground/swing sets must only be placed in back yards. ***Complete description (photos/drawings) as to construction design, exterior materials, and color/finish must be submitted.***

2. Portable basketball goals will be allowed in front of houses as long as they do not cause a nuisance in any manner. Installation of a basketball goal *anywhere on the structure of the dwelling is prohibited*.

Pools/Hot Tubs/Saunas

Reference Declaration, Article VI, Section 1 (Architectural Committee)

YMARC approval required.

Steps for Exterior Alterations Approval

1. Homeowner obtains application from the management company.
2. Homeowner returns completed application to the management company.
3. The management company logs in application and supporting documents. The homeowner will be advised that an answer to the application is due within 30 **business** days from the date of receipt of application.
4. The management company will give all applications to the YMARC.
5. All incomplete applications will be returned to the management company and then to the homeowner for proper completion. The 30-**business** day approval period does not start until a properly submitted application has been received.
6. All applications will be returned to the management company for retention in the association's files. The homeowner will receive a transmittal copy of the approved or disapproved application.
7. The work for all approved applications **should** be completed within 120 **calendar** days unless an extension has been requested and approved by the YMARC.

What to do if the Application is Disapproved

If an application is disapproved, the homeowner has the right to appeal the decision to the Board of Directors. The homeowner should contact the management company for the procedures to file an appeal. Before filing the appeal, however, the homeowner should first consider why the application was disapproved. If the homeowner is willing to accept changes recommended by the YMARC (if any are made), the homeowner may submit an amended application using the previously submitted application as a

supporting document, and indicating the changes that will be made to make the initial application acceptable. If information was missing from the initial application, the homeowner must resubmit the application with the required information. In any event, receipt of resubmitted applications will start the **30-business** day approval period again.

What if a Homeowner does not wait for Approval?

If a homeowner starts an alteration without first obtaining written approval, the homeowner does so at his/her own risk. If the homeowner fails to submit an application, or if the application is denied or modified, the homeowner will be responsible for the cost of removing or altering exterior changes plus the cost of litigation, if necessary.

Process for Covenant Enforcement

Enforcement of the covenants is the responsibility of every resident. If compliance with the covenants does not occur, residents should contact the management company to report the violation. However, in the spirit of neighborly cooperation, residents are encouraged to discuss minor infractions between each other prior to contacting the management company. When complaints are brought to the attention of the YMARC and the management company, they are kept confidential and are reviewed /verified as promptly as possible. Final resolution of complaints will be the responsibility of the Board of Directors.

If a complaint is verified, the homeowner will be contacted, via written notice, and asked to correct the problem. If the required action is not taken, due process will be pursued at the homeowner's expense, ***including any charges assessed. If the required action is not taken within 30 calendar days, the homeowner should file a request for extension with the management company.***


Before any ***charges are assessed***, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors.

Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the association at least fourteen ***14 calendar days*** prior to the meeting.

The hearing result shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the association within seven ***7 calendar days*** of the hearing.

The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed fifty dollars (\$50) for a single offense or ten dollars per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purpose of collection. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety *90 calendar days*. After the date a lawsuit is filed challenging any such charges, no additional charges shall accrue. If the court rules in favor of the association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this section against the lot owner prior to this action.

Approved and Accepted: 22 April 2008 (Date of Issue)



York Meadows Homeowners
Association President



York Meadows Homeowners
Association Secretary

Complaint Procedure

An Owner or Resident (referred to jointly as "Owner") may file a written complaint regarding any action, inaction or decision by the Board, Managing Agent or Association which he or she deems inconsistent with applicable statutes and regulations ("Association Complaint"). All Association Complaints shall be submitted in writing to the Management Office by hand delivery, mail or fax on an Association Complaint (attached hereto as Exhibit A). Such contact information is as follows: York Meadows Homeowners Association c/o Community Group, Inc., Association Manager, 11818 Rock Landing Drive, Suite 204, Newport News, Virginia 23606; Phone number (757) 873-1800; Fax (757) 873-3441.

- a) The Association Complaint shall comply substantially with the form attached hereto as Exhibit A. or with any form required by Virginia's Common Interest Community Board ("CICB"). The Association Complaint shall be as specific as possible about the facts and circumstances; shall include references, to the extent the Owner has knowledge, to any provisions of law, regulations, the Governing Documents, or these Rules and Regulations, which are the subject of the Association Complaint; and shall state the requested action or resolution. The Association has the option not to act upon any complaint 1) for which insufficient information is provided; 2) which does not, in the Association's sole discretion, constitute a valid complaint; or 3) that an Owner fails or refuses to submit in writing. Any Complaint complying with the above shall be deemed a "fully completed" Association Complaint.
- b) Any Association Complaint fully completed and submitted to the Association's Manager shall be reviewed by the Association's Board of Directors during a scheduled regular Board Meeting within a reasonable amount of time.
- c) The Board may, but shall not be required to, consult with the Owner who submitted the Association Complaint to understand more fully the substance and/or basis of the Owner's Complaint. Should the Board require additional information from the Owner, the Board may require the Owner to provide such and continue the review of the Association Complaint. If the requested information is not provided within five (5) business days prior to the next scheduled regular Board Meeting, the Association Complaint shall be deemed withdrawn.
- d) The Board shall review any Association Complaint received and shall, if the Association's Board of Directors deems it necessary, consult with the Association's attorney and/or any other vendor or professional providing services to the Association in order to provide as complete and fair a review as possible prior to arriving at its decision.
- e) The Board shall render a written decision and/or review of the Association Complaint and provide such to the Owner via hand delivery, U.S. mail, or email, within a reasonable amount of time after the regular Board Meeting during which the Association Complaint was reviewed. This notice will be the final written determination if no appeal is made by the Owner.
- f) Should any Owner need assistance in understanding his or her rights and the processes available to common interest community members, the Owner may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO's current telephone number is (804) 367-2941.

g) Owner's Rights Description required by Section 55-530.E.2 of the Code of Virginia, as amended. In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Owner may give notice to the Common Interest Community Board ("CICB") of any final adverse decision. The notice shall be filed within thirty (30) days of the final adverse decision, shall be in writing on forms prescribed by the CICB, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation, paid directly into the state treasury, and credited to the Common Interest Community Management Information Fund, Section 55-530.1.

The CICB 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 Owner. The Director of the Department of Professional and Occupational Regulation ("Director") shall provide a copy of the written notice to the Association that made the final adverse decision. The Director or his designee may request additional information concerning any notice of complaint from the Association. The Association shall provide such information to the Director within a reasonable time upon request. If the Director upon review determines that the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CICB, the Director may, in his sole discretion, provide the Owner and the Association with information concerning such laws or regulations governing common interest communities or interpretations thereof by the Board. 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 CICB shall be a matter within the sole discretion of the Director, whose decision is final and not subject to further review. The determination of the Director shall not be binding upon the Owner or the Association that made the final adverse decision.

h) The Association's Complaint, all attachments thereto and a copy of the Complaint Response correspondence ("Complaint File") shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Owner(s) who submitted the original Complaint. The Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.

Approved this 11 day of October, 2012 by Jan C. Blum
Secretary

Please forward all three (3) pages of the completed Association Complaint Form and all attachments for Board consideration to:

Community Group, Inc.
Attn: Community Manager
11818 Rock Landing Drive, Suite 204
Newport News, Virginia 23606
(757) 873-1800 Telephone
(757) 873-8441 Facsimile

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached:

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233
Telephone: (804) 367-2941
Email: CICOmbudsman@dpor.virginia.gov

Complainant's Rights Description required by § 55-530-E.2 of the Virginia Code

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complaint may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 21 55-530.1. The 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 member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

This Block for Association Use Only:

Date Complaint Received by the Association's Manager: _____

Printed Name of Association Manager who received Complaint:

Signature of Association Manager to certify Date Complaint Received:

Date Complaint Reviewed by the Board of Directors: _____

Date Complaint Response forwarded to Complainant: _____

Printed Name of Person who prepared Response:

Signature of Person who prepared Response:

Please attach a copy of the Response to this Association Complaint Form.

**Books and Records
Cost Schedule Policy Resolution
York Meadows Homeowners Association, Inc.**

WHEREAS, Section 55-510 of the Property Owners Act provides that charges for access to association books and records may be imposed; and,

WHEREAS, Section 55-510 (D) of the Property Owners Act provides that charges may be imposed only in accordance with a cost schedule adopted by the Board; and,

WHEREAS, the Board of Directors desires to create a policy and procedure by which owners in good standing may request and be provided access to books and records,

NOW THEREFORE LET IT BE RESOLVED, that the following procedure shall be used for members requesting access to books and records.

All books and records kept by or on behalf of the association, including, but not limited to the association's membership list, addresses and aggregate salary information of association employees, shall be available for examination and copying by an owner in good standing or his authorized agent so long as the request is for a proper purpose related to his membership in the association, and not for pecuniary gain or commercial solicitation. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five days written notice reasonably identifying the purpose for the request and the specific books and records of the association requested.

Books and records kept by or on behalf of an association may be withheld from examination or copying by owners and contract purchasers to the extent that they are drafts not yet incorporated into the association's books and records or if such books and records concern:

1. Personnel matters relating to specific identified persons or a person's medical records;
 2. Contracts, leases, and other commercial transactions to purchase or provide goods or services currently in or under negotiation;
 3. Pending or probable litigation. Probable litigation means these instances where there has been a specific threat of litigation from a party or the legal counsel of a party;
 4. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to §55-510
 5. Communications with legal counsel which relates to subdivisions 1 through 4 or that are protected by the attorney-client privilege or the attorney work product doctrine;
 6. Disclosure of information in violation of law;
 7. Meeting minutes or other confidential records of an executive session of the board of directors held in accordance with subsection C of § 55-510;
 8. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or
 9. Individual unit owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the association.
- The association shall impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. The charges are: Labor - \$15.00 per 15 minute increment (\$60 per hour) and Materials - Copy cost of \$.15 per page for black and white; \$.75 per page for color; copies of larger documents (greater than 8.5" X 11") shall be charged the actual copying cost from a third party.

Date approved by the Board of Directors: 10/11/12
Signed by Secretary: [Signature]

UPLOADED
5/4/2021