

Date: October 19, 2020

From: Secretary, Quatrone Homeowners Association, Inc.

To: Prospective Buyer, Lot # 30

Subj: Association Disclosure Packet

The following information is correct and current for a period of 30 days beginning from the date shown above.

- A. The name of the association is the Quatrone Homeowners Association, Inc. It was incorporated on June 21, 1993 as a Virginia corporation. The associations registered agent is Linda M. Meeker, the association's address is P.O. Box 65, Pittsville, VA 24139.
- B. There are expenditures anticipated within the next three years: grade and gravel roads as needed.
- C. The Road Maintenance Assessment is \$175.00 per year payable not later than July 1 each year. The assessment provides the lot owner with use of the Common Area and the subdivision roads. The account for this lot is currently in arrears in the amount of \$411.50. There is also a lien on the property for 2019.
- D. Individual lot owners are responsible for county real estate taxes and any other county or state fees associated with actions they initiate on their property.
- E. A Reserve Study was conducted during the second quarter of 2003. It is estimated that the yearly contribution to the Reserve Fund is \$1,000.00. The Reserve Fund is invested at the discretion of the board and is usually a certificate of deposit. The current balance of the fund as of (10/15/2020) is (\$25,670.44).
- F. A copy of the current budget and a summary of the previous year's expenditures are included.
- G. There are currently no outstanding suits or judgments pending against the Association.
- H. The Association has a \$1,000,000/\$2,000,000 liability and \$1,000,000 D&O insurance policy with Nationwide Insurance Company. The policy provides liability protection for incidents occurring on the Common Area property.
- I. No improvements or alterations made to the lot by the previous owner are in violation of any of the instruments referred to in this disclosure notice.
There are no restrictions on the placement of "For Sale" signs on lots as long as they do not restrict access to any of the subdivision streets.

- J. There are no restrictions, limitations, or prohibitions on the right of a lot owner to display a flag on the owner's lot.
- K. A copy of the Association's Articles of Incorporation, the By-Laws, the Resolutions, the Road Maintenance Agreement, the Covenants, and the Certificate of Registration are attached. Restrictions pertaining to buildings erected on the lot are contained in Article XIII of the By-Laws and the Bedford County Building Code.
- L. The subdivision is currently zoned as AP, Agriculture Preserve by Bedford County. Any structure(s) erected/installed must meet the current requirements promulgated by the applicable County authority.
- M. During construction of any kind on the lot, the owner is responsible for any damages to the roads caused by the owner or construction equipment or vehicles under contract or sub-contracts to or for the owner.
- N. Please sign and return the Association Disclosure Packet Notice to Quatrone HOA, PO. Box 65, Pittsville, VA 24139 or email to Quatronehoa@aol.com. Include your email address if you wish to receive association correspondence via email.

Linda M. Meeker
Secretary, Quatrone HOA
P.O. Box 65
Pittsville, VA 24139
Phone: (540-296-0830)
Email: quatronehoa@aol.com

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, by-laws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is "The Quatrone Homeowners Association, Inc."

Assessments and/or mandatory fees you are responsible for:

Assessments: Road Maintenance Fee of \$150 per year 175.00

Special Assessments: As directed by the Board of Directors

Other entity or facility: None

Other fees: Lien filing and release fees if applicable and late interest charges

Failure to pay any of the above Assessments and/or mandatory fees may result in the following:

1. A lien may be placed against your property.
2. Your account may be turned over to a collection agency.
3. Interest at the rate of 10% will be charged for delinquent accounts.

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS IS PRINTED ON PAGE 2 OF THIS NOTICE.

Recipient Name (print): Ben Leeg

Recipient signature: Ben Leeg

Date: 10/29/2020

This form was developed by the Real Estate Board in accordance with Sec 54.1-2105.1 of the Code of Virginia and is to accompany the association disclosure packet required by Sec 55-512 of the Code of Virginia. VREB 7/1/00

Attached is a disclosure packet that contains the following:

- The name of your association, and if incorporated, the state of incorporation, name and address of the registered agent;
- a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- a statement of all assessments and other mandatory fees currently imposed by the association;
- a statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board for a specified project;
- a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expensed or financial condition for the last fiscal year available;
- a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased;
- a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- a copy of the current declaration, the associations articles of incorporation and by-laws, and any rules and regulations or architectural guidelines adopted by the association; and
- certification; if applicable, that the association has filed with the Real Estate Board the annual report for the current year as required by Sec 55-516.1 of the Code of Virginia.

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Special Assessments: As directed by the Board of Directors

Other entity or facility: None

Other fees: Lien filing and release fees if applicable and late interest charges

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Recipient Name (print): _____

Recipient signature: _____

Date: _____

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Centered block of faint text, possibly a signature or a specific note.

Faint text line, possibly a date or another section header.

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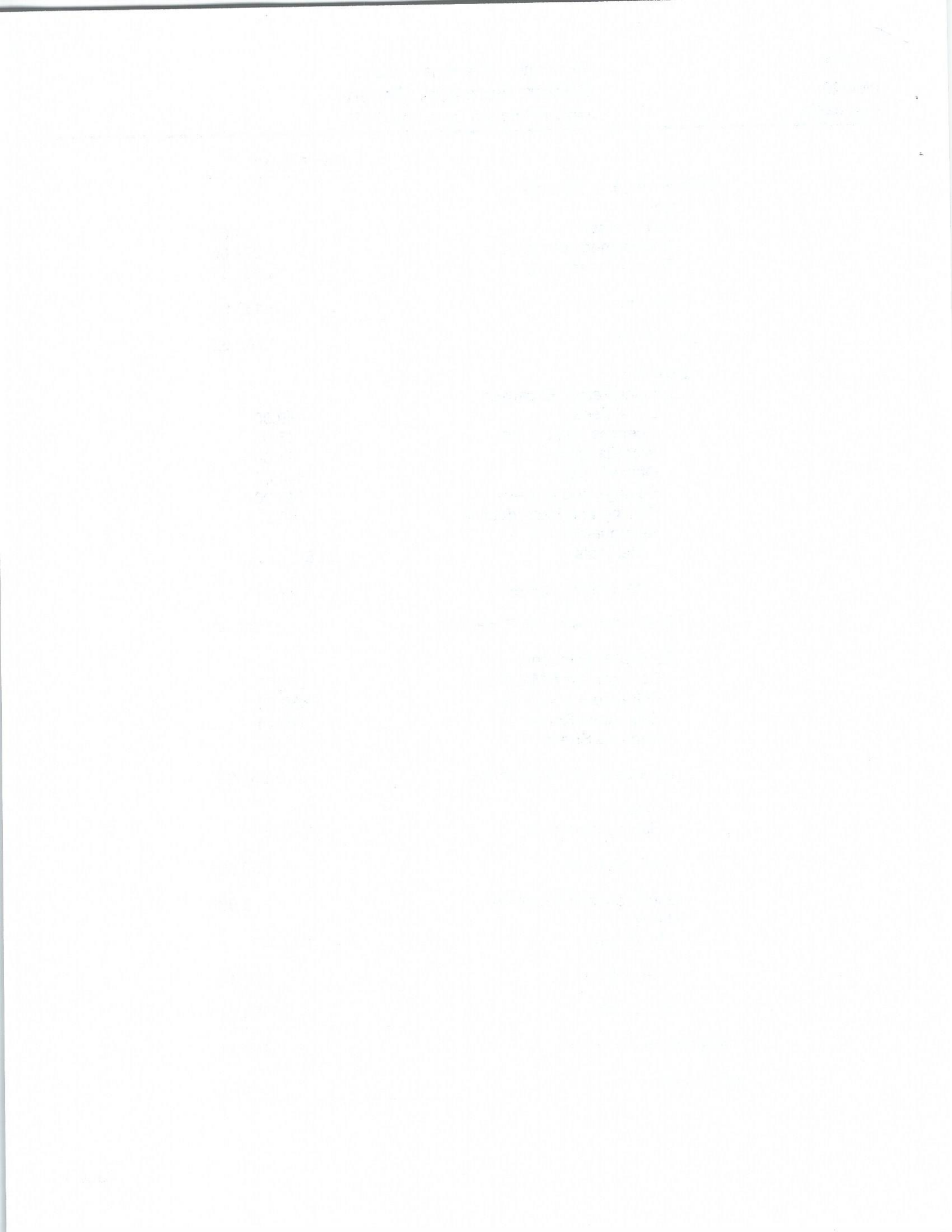
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Quatrone Homeowners Assoc.
Custom Summary Report
January through December 2019

	<u>Jan - Dec 19</u>
Ordinary Income/Expense	
Income	
CD Interest	24.62
Miscellaneous Income	292.86
Road Assessments	5,851.14
	<hr/>
Total Income	6,168.62
	<hr/>
Gross Profit	6,168.62
Expense	
Administrative Expenses	
Legal Fees	189.00
Licenses and Permits	35.00
Miscellaneous	81.00
Office Supplies	640.02
Postage and Delivery	145.00
Printing and Reproduction	80.28
Reimbursements	
Materials	21.84
	<hr/>
Total Reimbursements	21.84
	<hr/>
Total Administrative Expenses	1,192.14
General Maintenance	
Common Area Materials	283.00
Entrance & boat Area	660.00
Equipment Rental	319.44
Roads & Streets	2,624.85
	<hr/>
Total General Maintenance	3,887.29
Insurance	
Liability Insurance	550.00
	<hr/>
Total Insurance	550.00
Uncategorized Expenses	96.96
Utilities	
Electricity	654.44
	<hr/>
Total Utilities	654.44
	<hr/>
Total Expense	6,380.83
	<hr/>
Net Ordinary Income	-212.21
	<hr/>
Net Income	-212.21
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DECLARATION FOR ROAD MAINTENANCE

This declaration dated the _____ day of _____, 199__, by and between QUATRONE HOMEOWNERS ASSOCIATION, INC., a Virginia Corporation, and _____, hereinafter referred to as Declarants.

WITNESSETH:

WHEREAS, _____, are the owners of certain property in the County of Bedford, State of Virginia, known as Tract 20. Quatrone Subdivision, Bedford County, Virginia, said real estate conveyed to the said _____ by _____, by deed dated _____, and more particularly described on a plat prepared by Berkley-Howell & Associates, P.C., entitled "Quatrone Subdivision", dated February 19, 1988, and of record in the Bedford County Circuit Court Clerk's Office, in Plat Book 25, at page 146, and as Quatrone Homeowners Association, Inc., is responsible for maintaining the private roads and common areas shown on said plat, as conveyed by the original declarants, Patten Corporation South Atlantic.

NOW, THEREFORE, the Declarants, Quatrone Homeowners Association, Inc., and _____, hereby covenant, agree and declare that all the property described above shall be held, sold, and conveyed subject to the following street maintenance conditions, which are for the purpose of protecting the value and desirability of, and which will touch, concern and run with the real property, and be binding on all parties having the right, title or interest in the described properties or in any part thereof, their heirs, successors and assigns, and they shall inure to the benefit of each owner thereof.

ARTICLE I

The Declarants do hereby, of their own free will, impose for the protection of the value, desirability and attractiveness of the parcels herein mentioned, in order that the same may be properly developed, certain covenants which will apply to all of the parcels, which said covenants are as follows, to-wit:

(1) Applicability:

These covenants shall apply to all and singular of the residential parcels above-mentioned and shall touch, concern, and run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such covenants.

(2) Term:

These covenants are to touch, concern, and run with the land and shall be binding upon all parties and all persons claiming by, through or under them for perpetuity or until such time as the road(s) or street(s) subject hereto is taken over for maintenance purposes by a public body.

ARTICLE II

(1) Road use:

It is expressly understood that the intention of the Declarants is that the road(s) subject hereto is deemed to be a private road(s) which does not qualify for maintenance by a public body and must be privately maintained through the Quatrone Homeowners Association, Inc. ("Association"), and that it is hereby expressly declared, confirmed and ratified that all owners of lots in said subdivision, their heirs and



assigns, do possess and enjoy the non-exclusive perpetual use of said road(s) and common area; and agree to have said road(s), etc., maintained by the Association.

(2) Road maintenance:

Each Declarant herein is to be responsible for their or its proportionate share of the maintenance of the streets subject hereto not to initially exceed \$125.00 per property owner per year, unless specifically modified pursuant to the by-laws of the Quatrone Homeowners Association, Inc., and declarants acceptance by signature affixed to this instrument and the recordation hereto signifies the willingness of the Declarants, their or its heirs and assigns, to be bound by all the conditions of these covenants. Each property owner's respective share of the determined maintenance cost subject to the limitations above, if unpaid, shall constitute a lien which will run perpetually with their or its parcel. The amount of maintenance needed will be determined by estimating the cost of repairs needed to bring the road into a state of repair which reflects the state or condition originally envisioned by the Declarants, and should it exceed the above limitation, the Declarants may, by separate instrument in writing, agree to any such excess costs

(3) Enforcement:

In the event of a failure of a Declarant or property owner to comply with any of the provisions regarding maintenance of the road in an acceptable condition, it shall be lawful for any person, persons or entity owning real estate affected by this declaration, to institute any proceeding at law or at equity against the person or persons failing to comply herewith, either to recover damages or to enforce the terms hereof, or to prevent him or them from doing any action violating the declaration or to take any other action at law or in equity which may be necessary to legally enforce the conditions of this declaration.

(4) Mutuality of benefit and obligation:

The covenants set forth herein are made for the mutual and reciprocal benefit of each and every parcel subject hereto and are intended to create a mutual, equitable servitude upon each of the parcels in favor of each and all of the other parcels subject hereto; to create reciprocal rights between the respective owners of all of the parcels to create privity of contract and estate between the owner or grantees of the parcels, their or its heirs, successors or assigns, and shall, as to the owner of each parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other parcels and their respective owners.

(5) Property Owners Association:

The Declarants herein, by virtue of ownership of the above-mentioned real estate, agree to become a member of the Quatrone Homeowners Association, Inc., and to comply with its by-laws, rules, policies and regulations.

Signed: _____
Owner

Signed: _____
Co-Owner

Quatrone Homeowners Association, Inc.

By: _____
President



STATE OF _____ TO-WIT:
CITY/COUNTY OF _____

This the _____ day of _____, 199____, personally appeared before me, a Notary Public, and _____, acknowledged the foregoing instrument in the jurisdiction aforesaid.

My Commission Expires: _____

Notary Public

STATE OF _____
CITY/COUNTY OF _____

This the _____ day of _____, 199____, personally appeared before me, a Notary Public, and _____, a duly authorized officer of Quatrone Homeowners Association, Inc., a Virginia Corporation, pursuant to due authorization, acknowledged the foregoing instrument in the jurisdiction aforesaid

My Commission Expires: _____

Notary Public.



**ARTICLES OF INCORPORATION
OF
QUATRONE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter II of Title 13.1 of the Code of Virginia, 1950, as amended, the undersigned have this day voluntarily associated themselves together for the purpose of forming a non-profit cooperation, and do hereby certify:

ARTICLE ONE

The name of this corporation is Quatrone Homeowners Association, Incorporated, hereinafter referred to as the "Corporation".

ARTICLE TWO

The Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, either direct or indirect, to its members. The Corporation shall not have the power to engage in any activity, use its funds or undergo dissolution in any manner which would deny it exemption from taxation under the provisions of Section 501(c) (4) of the Internal Revenue Code.

The purposes for which the Corporation is formed are to promote the health, safety and general welfare of the residents within that certain tract of property located in the County of Bedford, Virginia, in Lakes Magisterial District, consisting of residence lots and common areas and described as the Quatrone Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation on deed.

ARTICLE THREE

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 the assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Corporation shall be a condition running with the ownership of any lot and may not be separated from ownership of any lot which is subject to assessment of the Corporation.

ARTICLE FOUR

The Corporation shall have two classes of voting membership, as follows:

Class A. Class A members shall be all owners with the exception of the declarant (as defined in the Agreement) and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall each lot have more than one vote.

Class B. Class B members shall be the declarant who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A memberships on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B memberships; or
- (b) On December 31, 1991.

ARTICLE FIVE

The affairs of the corporation shall be managed by a Board of Directors consisting of not less than three (3) and no more than (6) persons, who need not be members of the Association. The number of directors and the terms for which they shall be elected shall be fixed, from time to time, according to the By-Laws of the Corporation. The

names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Joseph R. Weatherspoon (President)	4605 John Tyler Court, #101 Annandale, Va., 22003
Rhonda L. Yosinski (Vice-President)	7561 Allegheny Road Manassas, Va., 22111
Jack L. Shannon (Secretary/Treasurer)	Rt. 5 Pine Lane Mobile Park Lynchburg, Va., 24501

The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of the Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE SIX

Additions to the property described in ARTICLE THREE, may be made only in accordance with the provisions of Article X of the Agreement. Such additions, when properly made under the Agreement, shall extend the jurisdiction, functions, duties, and membership of this Corporation to such properties.

ARTICLE SEVEN

The Corporation shall have the power to mortgage its properties only to the extent authorized under the Agreement applicable to the property.

The Corporation shall have the power to dispose of its real properties only as authorized under the Agreement in accordance with Section 13.1-246 of the Code of Virginia, 1950, as amended.

ARTICLE EIGHT

Each person now or hereafter a director or officer of the Corporation (and his heirs, executors and administrators) shall be indemnified by the Corporation against all claims, liabilities, judgments, settlements, costs and expenses, including all attorneys' fees imposed upon or reasonably incurred by him or her in connection with or resulting from any actions, suits, proceedings or claims to which he or she is or may be made a party by reason of being or having been a director or officer of the Corporation (whether or not a director or officer at the time such costs or expenses are incurred by or imposed upon her or him), except in relation to matters as to which he or she shall have been finally adjudged in such action, misconduct in the performance of his or her duties as director or officer. In the event of any other judgment against such director or officer or in the event of a settlement, the indemnification shall be made only if the Corporation shall be advised, in case none of the persons involved shall be or have been a director, by the Board of Directors of the Corporation, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director or officer was not guilty of gross negligence or willful misconduct in the performance of his or her duty, and in the event of a settlement, that such settlement was or is in the best interest of the Corporation. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel. Such right of indemnification shall not be deemed exclusive of any rights to which he or she may be entitled under the By-Laws, or any other agreement, or otherwise.

ARTICLE NINE

The Corporation shall exist perpetually.

ARTICLE TEN

The Corporation may be dissolved only by an affirmative vote of more than two-thirds of the votes of each class of members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least ninety (90) days in advance and shall set forth the purpose of the meeting. A quorum for any action held under this Article is to be determined by the By-Laws of the Corporation.

ARTICLE ELEVEN

Upon dissolution of the Corporation, the assets, both real and personal, of the Corporation, shall be dedicated to an appropriate agency or utility to be devoted to purposes as nearly as practicable, the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit corporation, association, trust, or other organization to be devoted to purposes as nearly as practicable, the same as those to which they were required to be devoted to the Corporation. No disposition of the Corporation properties shall be effective to divest or diminish any right or title of any member vested in said member under the covenants and deeds applicable to the property unless made in accordance with the provisions of such covenants and deeds.

ARTICLE TWELVE

These Articles may be amended in accordance with the law, provided that the voting and the quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided, further, that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded Agreement applicable to the property which are part of the property interest created thereby.

ARTICLE THIRTEEN

The address of the initial Registered Office of the Corporation is 1011 Court Street, Lynchburg, Virginia, 24504, and the name of its initial Registered Agent at such address is Prescott H. Gay, a resident of Virginia and a member of the Virginia State Bar.

The initial Registered Office is located in the City of Lynchburg, Virginia.

ARTICLE FOURTEEN

The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Joseph R. Weatherspoon (President)	4605 John Tyler Court Annandale, Va., 22003
Rhonda L. Yosinski (Vice-President)	7561 Allegheny Road Manassas, Va., 22111
Jack L. Shannon (Secretary-Treasurer)	Rt. 5 Pine Lane Mobile Park Lynchburg, Va., 24501

ARTICLE 1

Section 1.1.1.1

ARTICLE 2

Section 2.1.1.1

ARTICLE 3

Section 3.1.1.1

ARTICLE 4

Section 4.1.1.1

ARTICLE 5

Section 5.1.1.1

ARTICLE 6

ARTICLE 7

Section 7.1.1.1

Section 7.1.1.2

Section 7.1.1.3

Section 7.1.1.4

ARTICLE 8

Section 8.1.1.1

Section 8.1.1.2

Section 8.1.1.3

Section 8.1.1.4

WITNESS our hands and seals this 23rd day of February,
1991.

Joseph R. Weatherston
Incorporator

Rhonda L. Youniski
Incorporator

Jack Shum
Incorporator

STATE OF VIRGINIA, at large:

The foregoing instrument was acknowledged before me this 23RD
day of FEBRUARY, 1991, by JOSEPH R. WEATHERSPOON.

My Commission Expires: 4/23/91

Scott R. Meyer
Notary Public

STATE OF VIRGINIA, at large:

The foregoing instrument was acknowledged before me this 4TH
day of March, 1991, by RHONDA L. YOSINSKI.
My Commission Expires May 31, 1994

My Commission Expires: _____

Patricia Colman
Notary Public

STATE OF VIRGINIA, at large:

The foregoing instrument was acknowledged before me this 6.
day of May, by JACK L. SHANNON.

My Commission Expires: 1/31/93

Hubb Porter
Notary Public

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

June 21, 1993

The State Corporation Commission has found the accompanying
articles submitted on behalf of

QUATRONE HOMEOWNERS ASSOCIATION, INCORPORATED

to comply with the requirements of law, and confirms payment of
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of
incorporation in the Office of the Clerk of the Commission,
effective June 21, 1993.

The corporation is granted the authority conferred on it by law in
accordance with the articles, subject to the conditions and
restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT
CIS20423
93-06-18-0099



**BY-LAWS
OF
QUATRONE HOMEOWNERS ASSOCIATION, INCORPORATED**

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Quatrone Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Virginia, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property shown in the Plat Survey of Quatrone Subdivision dated February 19, 1988 and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by annexation as provided herein.

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

Section 4. "Common Area" shall mean all real property and any and all structures and improvements thereon owned and/or leased at any time by the Association for the common use and enjoyment of the owners as a group and any and all structures and improvements thereon owned and/or leased at any time by the Association for the use of individual Owners, and the Officers of the Association may provide. The Common Areas to be owned by the Association shall be more specifically described in a deed of conveyance from the Patton Corporation South Atlantic, or its successors, to the Association to be recorded hereafter. Common areas include all roads and streets within the boundaries shown on the subdivision plat map.

Section 5. "Lot" shall mean and refer to any plat of land numbered and designated as such upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Board" shall mean and refer to the directors and officers of the Association who are elected by the Owners in accordance with the by-laws.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at 303 Teakwood Drive, Pittsville, Virginia, but meetings of members and directors may be held at such places thereafter as may be designated by the President.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, AND PROCEDURES

Section 1. Every person or entity that 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 including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership in the Association shall be a condition running with the ownership of any Lot and may not be separated from the ownership of any Lot, which is subject to assessment, by the Association.

In the event the Owner or any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 2. The Association shall have one class of voting membership. Voting members shall be all persons listed on the Deed of Trust for each Lot. When more than one person holds an interest in any Lot, all persons shall be members. Owners who have not paid their annual assessment will have their voting rights suspended until the assessment is paid.

Section 3. Members in good standing may vote by mail on all matters except those regarding annual or special assessments. Mail ballots will be distributed by the President and will list those items requiring a vote. Matters concerning annual or special assessments will be handled in accordance with the procedures in Article XII. Procedures contained in this section will remain in effect until the subdivision contains a minimum of fifteen (15) permanent residents.

ARTICLE IV

RIGHTS OF MEMBERSHIP, PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Property against which such assessments are made, as provided by a Declaration For Road Maintenance which is recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, which, by this reference, is incorporated herein as a part of these by-laws.

Section 2. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) The right of the Association to charge members, non-member residents and non-members reasonable admission and other fees for the use of any recreational facility which may be constructed by the Association upon the Common Area or leased or contracted for use by the Association in accordance with a schedule of such fees as adopted by the Association from time to time.
- (b) The right of the Association to suspend the voting rights and the right to use of any recreational facilities which may hereafter be constructed by the Association by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction to its published rules and regulations.
- (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 by the members. No such dedication or transfer shall be effective unless approved by more than two thirds (2/3) of the votes of the membership entitled to vote at a meeting called for that specific purpose.

Section 3. Any Owner may, subject to the provisions of Section 1 of this Article, delegate in accordance with the by-laws his right of enjoyment to the Common Area and facilities thereon or leased or contracted for use by Quatrone to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLES V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first Annual "Meeting of Members" shall be held within one year from the date of incorporation of the Association, such subsequent regular annual meetings of members shall be held during the same month of each year thereafter at the time and date designated by the President.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by any member of the Board, or upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire 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 thirty (30) days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting to each member or combination of members entitled to vote thereof, addressed to the

member or members' address last appearing on the books of the Association or supplied by such member or members to the Association for purpose of Notice. Such notice shall specify the place, day and hour of the meeting. However, if the business of any meeting shall involve any action, which, under the Articles of Incorporation, or the Declaration/Restrictions, requires a different notice, then the specific notice there required governs.

Section 4. Quorum. The presence, at the meeting, of a minimum of fifteen (15) percent of members, entitled to cast, or of proxies entitled to cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations/Restrictions/Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without Notice other than announcement at the meeting, until a quorum aforesaid shall be present or be represented.

Section 5. At all meetings of members, each member may vote in person or by a proxy. Proxies may be submitted to the Secretary/Treasurer by hard copy, facsimile telecommunications or other means of electronic transmission. Proxies submitted by electronic transmission will contain the name, address, and telephone number of the member in order that the document can be verified if necessary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale or conveyance by the member of his home, Lot or other interest in the properties.

ARTICLE VI

ASSOCIATION BOARD: DUTIES, SELECTION, AND TERM OF OFFICE

Section 1. Board Members. The elected board members are: a President, Vice-President, Secretary, Treasurer, and three (3) to six (6) Directors who shall manage the affairs of this Association. All must be members of the Association and in good standing. Any reference thereafter to Director, Officer, or Board Member responsibilities refers to the aforementioned persons.

Section 2. Term of Office. Members shall elect the following each year: a President, a Vice-President, a Secretary, and a Treasurer. A minimum of one-third of the Directors will be elected each year for a term of three (3) years. The President, Vice-President, Secretary, and Treasurer will be elected for a one (1) year term. The Secretary and Treasurer positions may be combined. There are no term limits for any Board Member.

Section 3. Vacancy. Vacancies shall be filled by the Board, any such appointed person to hold office until his or her successor is elected by the members who may make such selection at the next annual meeting of the members, or at any special meeting duly called for that purpose.

Section 4. Removal. Any Officer may be removed, with or without cause, by a majority vote of the members of the Association.

Section 5. Compensation. No Officer shall receive compensation for any services he or she may render to the Association. However, any Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Each person requesting reimbursement will provide a detailed listing of expenses to the Secretary/Treasurer.

Section 6. Action Taken Without A Meeting. Any Officer 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 approval of all the Officers. Any action so approved shall have the same effect as though taken at a meeting of the Officers.

ARTICLE VII

NOMINATION AND ELECTION OF BOARD MEMBERS

Section 1. Nomination. Nomination for Board Members may be made from the floor of the annual meeting or by a Nominating Committee appointed by the President. The Nominating Committee shall consist of a Chairman, who shall be one of the Directors and two (2) or more members of the Association who are in good standing. The Nominating Committee shall be appointed by the President prior to each annual meeting of the members, to serve from the close of such annual meeting, to the close of the next annual meeting, and such appointments shall be

announced at each annual meeting. The Nominating Committee shall make as many nominations for elections as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

Section 2. Election. Elections shall be by method approved by the board conducted at the Annual Meeting. At such election, the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Assumption of Office. Board Members elected at the Annual Meeting will assume the duties of their office on July 1 following this meeting.

ARTICLE VIII

MEETINGS OF THE BOARD

Section 1. Regular Meetings. Meetings of the Officers of the Association shall be held at such place and time as may be determined by the President or at the request of a majority of the board members. The board must conduct at least two meetings each year in addition to the Annual Meeting.

Section 2. Special Meetings. Special meetings of the Association Officers shall be held when called by the President, or by any two other Officers, after not less than seven (7) days notice to each Officer.

Section 3. Validity of Action. The majority of the Board shall constitute a quorum thereof. The transaction of any business at any meeting, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held, after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Board not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. Meeting Conduct. All meetings of the board and committees shall be open to all members of record. Minutes shall be recorded and shall be available to all members.

Notice including the time, date and place of each meeting of the board of directors shall be furnished to any member who requests such information. Requests by a member to be notified on a continual basis, shall be made at least once a year in writing and include the member's name, address, and zip code. Notice, reasonable under the circumstances, of special or emergency meetings shall be given contemporaneously with the notice provided members of the association's board of directors conducting the meeting.

Unless otherwise exempt as relating to a closed session, at least one copy of all agenda packets and materials furnished to members of the board for the meeting shall be made available for inspection by the membership of the association at the same time such documents are furnished to the board.

If a meeting is conducted by telephone, by telephone conference or videoconference or similar electronic means, at least two officers shall be physically present at the meeting place included. The audio equipment shall be sufficient for any member in attendance to hear what any member of the board participating in the meeting who is not physically present says.

Any member may make an audio recording of any portion of a meeting required to be open.

Section 5. Closed Meetings. The board may convene in closed session to consider personnel matters; consult with legal counsel; discuss and consider contracts, potential or pending litigation and matters involving violations of the declaration or rules and regulations adopted pursuant thereto for which a member, his family members, tenants, guests or other invitees are responsible; or discuss and consider the personal liability of members to the association, upon the affirmative vote in an open meeting to assemble in closed session..

ARTICLE IX

POWERS AND DUTIES OF THE ASSOCIATION OFFICERS

Section 1. **Powers.** Association Officers shall have power:

- (a) To call special meetings of the members whenever it deems necessary, and shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in these By-Laws.
- (b) To 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.
- (c) To suspend the voting rights and right to use of the facilities of a member during any period in which such member shall be in default of 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 any infraction of published rules and regulations.
- (d) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as may be deemed expedient.
- (e) To establish, levy and assess, and collect the assessments or charges referred to in these By-Laws.
- (f) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the meeting or to the membership by other provision of these By-Laws, the Articles of Incorporation or the Declaration.
- (g) In the event that any Board Member of this Association shall be absent from three (3) consecutive regular meetings, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Officer to be vacant.

Section 2. **General Duties.** The duties of the Officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board; shall see that Orders and Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall co-sign all check and promissory notes; and shall maintain custody of all official corporation documentation .
- (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 such 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 an appropriate bank in the State of Virginia, in an insured account, all monies of the Association and shall disburse such funds as directed by the resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; the Treasurer will co-sign all check and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by an Audit Committee at the completion of each fiscal year; and shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting, and copies of the annual budget and balance sheet shall be delivered to any member upon request.

Section 3. **Additional Duties.** Additional duties of the Officers are as follows:

- (a) To fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period.
- (b) To prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member.
- (c) To send written notice of each assessment to every Owner subject thereto.

- (d) To 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
- (e) To issue, or to cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether any assessment has been paid. If the statement states an assessment has been paid, said statement should be conclusive evidence of said payment. A reasonable charge may be made by the Board for the issuance of these statements.
- (f) To supervise all agents and employees of Quatrone, and to see that their duties are properly performed.
- (g) To procure and maintain adequate liability and hazard insurance on property owned by the Association; this includes property leased by the Association.
- (h) To cause the Common Area, the exterior of the dwellings, and the lots to me maintained, as more fully provided in the Declaration.
- (i) To ensure that the associations business is conducted in accordance with the requirements contained in the Virginia Property Owners Association Act and the Virginia Non Stock Corporation Act.
- (j) To procure and maintain adequate Directors and Officers (D&O) insurance to protect the interests and assets of Board Members and Appointed Committee Members.

ARTICLE X

COMMITTEES

Section 1. The Board will appoint a Nominating Committee and an Audit Committee as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose. Duties of all committee members shall be specified in Rules and Regulations issued by the Board.

ARTICLE XI

BOOKS AND RECORDS

Section 1. The association shall keep detailed records of receipts and expenditures affecting the operation and administration of the association. All financial books and records shall be kept in accordance with generally accepted accounting practices.

Section 2. 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, or at a convenient location on the Property. This right of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours or at a mutually convenient time and location and upon five days written notice reasonably identifying the purpose for the request and the request and the specific books and records of the association requested.

Section 3. Books and records kept by or on behalf of an association may be withheld from inspection and copying to the extent that they concern:

- (a) Personnel matters relating to specific, identified persons or a person's medical records;
- (b) Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
- (c) Pending or probable litigation. Probable litigation means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;
- (d) Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents of rules and regulations promulgated pursuant thereto;
- (e) Communications with legal counsel which relates to subdivisions 1 through 4 or which is protected by the attorney-client privilege or the attorney work product doctrine;
- (f) Disclosure of information in violation of law;
- (g) Meeting minutes or other confidential records of an executive session of the board of directors;
- (h) 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

- (i) 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.

Section 4. Charges. The association may impose and collect a charge, reflecting the actual and reasonable costs of materials and labor, prior to providing copies of any books and records to a member in good standing under this section.

ARTICLE XII

ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Payment and Collection of Assessments. Each Lot shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Lot by acceptance or deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments are to be established and collected as hereinafter provided.

Section 2. Purposes of Assessments. The annual and special assessments levied by the Association shall be used exclusively to promote the common interests of the Owners in the Properties and for the improvements and maintenance of the Roads and Common Areas.

Section 3. Annual Assessment. Subject to the limitations hereinafter provided, the Board shall fix the amount of the annual assessment per Lot for each calendar year. Written notice of the annual assessment shall be sent to the Owner of each Lot at least thirty (30) days prior to each annual assessment year, provided, however, that the annual assessment for the prior calendar year shall be carried over to the following year if no notice is sent. The Board shall determine the manner and method of payment of annual assessments.

The annual assessments shall commence as to all Lots on the day title is conveyed to each Owner. The first annual assessment shall be pro-rated according to the number of months remaining in that calendar year. The Associations calendar year begins on January 1 and ends the following December 31.

Section 4. Increase in Annual Assessments by Members. The current annual assessment of ~~\$150.00~~^{175.00} may be decreased or increased up to Five Hundred Dollars (\$500.00) by approval of two-thirds (2/3) of the Members of the Board who are present and voting in person, at a meeting duly called for this specific purpose but at no time will exceed twenty five (25) percent of the current assessment. Any increase exceeding twenty five (25) percent must be approved by two thirds (2/3) of the members voting in person or by proxies.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting called for this specific purpose.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots. Any increase in annual assessments must be at a uniform percentage rate for all Lots.

Section 7. Statements on Assessments. The Association shall, upon request, and for a reasonable charge, furnish a certified statement signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed statement of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

Section 8. Special Damage Assessments. The Association shall have the authority, through the Board, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both by the Association for repair or remedy.

Section 9. Effect of Non-Payment of Assessments and Remedies of the Association – Creation of Lien.

Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on his Lot within ten (10) days after the due date of such assessment; and further covenants that if such assessment shall not be paid within thirty (30) days from the due date, such assessment shall bear interest from the due date at the annual rate of ten per cent (10%) and the amount of such assessment including interest shall become a lien upon said Owner's Lot and shall continue to be such a lien until fully paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Accounts that are delinquent in excess of one (1) year may be placed with a professional collection agency. The additional cost of collection will be added to the amount owed. A notice of delinquency may be forwarded to the appropriate credit-reporting agency ninety (90) days after the due date if arrangements have not been made for payment. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association may suspend the voting rights of and the rights to use the recreational facilities by an Owner for any period during which any assessment against his Lot remained unpaid.

Section 10. Subordination of the Lien to Mortgages. The lien of any assessments provided for herein shall be subordinate to the liens 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 such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII

ARCHITECTURAL CONTROLS

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision that is in violation of Bedford County requirements, nor shall any exterior addition to or change or alteration be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials and locations of same shall have been submitted to and approved by the applicable office of Bedford County. The Association will be provided a copy of the applicable permit for their files.

ARTICLE XIV

CORPORATE SEAL

Section 1. The Association shall have a seal in a circular form having within the circumference the words "Quatrone Homeowners Association, Inc."

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Board, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation may not be amended except as provided in the Articles of Incorporation, Declaration/Restrictions, or applicable Virginia Statutes; and provided, further, that any matter stated herein to be or which is in fact governed by the Declaration, may not be amended except as provided in said Declaration.

Section 2. An action to challenge the validity of an amendment adopted by the association may not be brought more than one year after the amendment is effective.

Section 3. 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 XVI

MISCELLANEOUS

Section 1. 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.

IN WITNESS WHEREOF, we, being all of the Members of the Board of the Quatrone Homeowners Association, Inc., have hereunto set our hands and seal this 21st day of November, 2009.

Sharon L. Reilly
President

Sharon L. Reilly

William H. Meeker
Vice-President

William H. Meeker

Rhonda Yosinski
Secretary/Treasurer

Rhonda Yosinski

Aubrey Bennett
Director

Aubrey Bennett

Art Hall
Director

Art Hall

Tobi Morarity
Director

Tobi Morarity

QUATRONE HOMEOWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION NO. 2000-1 PROCEDURES FOR ASSESSMENT BILLING AND DELINQUENT ACCOUNTS

WHEREAS, Article XII, Section 1 of the Declaration creates an assessment obligation for all Owners; and

WHEREAS, Article XII, Section 11 specify the types of remedies the Association may take when an owner is in default under the terms of the Declaration; and

WHEREAS, for the financial health of the Association as well as the protection of all owners' equity interest, the Board deems it necessary and desirable to establish orderly procedures for the collection of assessments;

NOW, THEREFORE, the Board of Directors resolves that the following assessment collection procedures be, and hereby are adopted:

I. BILLING PROCEDURES

A. In accordance with Article XII, Section 3 of the Declaration, the Annual Assessment for each fiscal year shall be established by the Board for that fiscal year.

B. All documents, correspondence and notices regarding assessments shall be mailed first class to the address appearing on the books of the Association, or as modified in writing by the owner.

C. The first notice will be mailed on March 1. A second notice will be mailed on May 1 to those property owners who have not paid their fee. A third notice will be mailed on July 1 with a letter stating that a lien will be filed against the property if the fee is not paid by July 30. When there are multiple property owners' notices will be sent to each owner.

D. Interest at the rate of ten percent (10%) per annum will be charged effective July 1 for any account not paid by July 30. In addition, lien filing and removal fees, which are currently \$17.00 each, will be charged to the delinquent account.

E. Non-receipt of a bill shall in no way relieve the owner of the obligation to pay the assessment when due, nor shall any owner be exempted from liability for the assessment for common expenses by reason of the waiver of the use or enjoyment of any of the common elements, or by abandonment of the property.

II. COLLECTION PROCEDURES

A. If any payment made by an owner is not honored, and returned for any reason, the owner shall be so notified by the Association and processing charges of ten dollars (\$10.00) shall be added to the owners account. Processing charges may be increased as any applicable charges are increased by the banking institutions.

B. If the Association receives from any owner, in any fiscal year, a returned check for payment of assessments the Board may require all future payments to be made by certified or cashier's check or money order for future payments. The Board may in its discretion, take action under Section 18.2-181.1 of the Code of Virginia with respect to returned checks.

C. **Accounts that are delinquent in excess of one (1) year may be placed with a professional collection agency. The additional cost of collection will be added to the amount owed.**

D. A notice of account delinquency will be forwarded to the appropriate credit reporting agency ninety (90) days after the due date if arrangements have not been made for payment.

E. The Association shall, through counsel, take further steps to collect the sums due. These steps may include, but are not limited to, obtaining a judgement, garnishing salary or wages, attaching assets, and foreclosing the lien. All costs related to these actions, including reasonable attorney's fees shall be added to the amount due and must be paid by the owner.

F. The Board may grant special exception to this section in the event of temporary owner hardship. However, an Owner wishing to request such an exception must make a written request for the Associations records. The Board will consider each request but is not obligated to approve such a request.

Approved by the Board this 5th day of February, 2000.

President: Joseph R Weatherston

Vice-President: David J. B...

Secretary/Treasurer: Rhonda L. Yosinski

Director: P. F. Boleg

Director: Emma Jackson

Director: Robert Shelly

QUATRONE HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2001-1

PROCEDURES REQUIRED TO COMPLY WITH PROPERTY OWNERS OF VIRGINIA ACT

WHEREAS, the Code of Virginia, Article 55, Property Owners Association Act, contains the regulations that govern the various Property Owners Association; and

WHEREAS, Association Officers and Directors are required to enforce these regulations and maintain the integrity of their local organization.

NOW, THEREFORE, the Board of Directors resolves that the following procedures be adapted.

1. MEETING NOTICES

The President or his designee will ensure that all members are notified of the time and date of Board meetings. Notices shall be provided at least 7 days prior to the meeting date. All members are invited to attend except when the Board is in Executive Session. Regular mail, email, fax, or other electronic means can be used for notification.

2. DISCLOSURE PACKETS

The President or his designee shall ensure that all members are aware of the Virginia State requirement that the seller has to provide the prospective buyer a disclosure packet. After receiving the packet or being told that a packet is not available the buyer may terminate the purchase within 3 days. If the purchaser thinks that the data in the packet is not current he can request the association to provide certification of the data within 10 days. The President or his designee is authorized to charge the seller a fee of ten dollars (\$10) for packet preparation. The buyer will be charged one dollar (\$1) for update certification.

3. COPIES OF ASSOCIATION RECORDS

The President or his designee will provide copies of records that are requested by association members. Requests will be made in writing and will specifically state which record or records are requested. A cost of ten cents (\$.10) per page will be charged. Records specifically listed in Section 55-510 of the Property Owners Association Act are excluded.

Approved by the Board this 4th day of August, 2001.

President J. R. Heatherton

Vice-President Robert J. Kelly

Secretary/Treasurer Rhonda L. Yosinski

Director Dennis F. Boley

Director Anna L. Johnson

Director Eddie D. Failey

QUATRONE HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2002-2 ASSOCIATION FINANCIAL POLICIES

WHEREAS, Article IX, of the By-Laws details the responsibilities of the Officers and Directors in regard to the conduct of the Association business; and

WHEREAS, Article IX does not specifically state what the financial policies of the Association are; and

WHEREAS, for the financial health of the Association as well as the protection of all owners equity interest, the Board deems it necessary and desirable to establish orderly procedures for the conduct of the financial affairs of the Association;

NOW, THEREFORE, the Board of Directors resolves that the following procedures be, and hereby are adopted.

1. INVESTMENT POLICY

As a general rule all Association funds will be deposited in a Virginia bank in a FDIC insured interest bearing accounts.

Operating Checking Account: This account will be used for all receipts and disbursements required to support the normal day-to-day operations of the Association. A minimum balance, in accordance with the bank policy, will be maintained in this account to preclude the charging of monthly service fees. Excess funds will be transferred to the Money Market Checking Account.

Money Market Checking Account: This account will be used as a backup for the Operating Checking Account and as part of the Association's Reserve Funds. Maturing Certificates of Deposits (CDs) will be deposited in this account and purchases of additional CDs will be made from it.

Certificates of Deposit (CDs): CDs are the primary source of the Associations Reserve Funds. Maturing CDs will be purchased from the financial institution that has the most advantageous interest rate at the time of purchase. If the financial situation of the Association allows, CDs should be purchased on a schedule that provides sequential maturity dates.

2. COLLECTIONS POLICY

Administrative Resolution No. 2000-1 contains the billing and collection procedures for the Road Maintenance Fees. In addition to the filing of liens and the forwarding of delinquent accounts to a collection agency, the Virginia Property Owners Association Act

allows the Association to initiate Non-judicial foreclosure proceedings against any owner who refuses to meet his/her obligations.

3. SIGNATURE POLICY

The President and the Secretary/Treasurer will jointly sign all checks issued against either account. They will also jointly sign any fund transfers from either account, Certificate purchases, or any other financial transaction made between the Association and any financial institution.

These procedures become effective upon approval by the Officers and Directors of the Quatrone Homeowners Association, Inc. Copies of this directive will be provided to each member of the Association.

Approved by the Board this 12TH day of JULY, 2002

President Joseph R. Weatherston

Vice-President Robert G. Kelly

Secretary/Treasurer Rhonda L. Yosinski

Director John J. Burt

Director Emma Johnson

Director Dennis F. Bolger

QUATRONE HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 2012-1
PROCEDURES FOR FILING A WRITTEN COMPLAINT
TO THE QHA BOARD

- A. Owner shall file any written complaint by completing the complaint form. See attachment A.
- B. Upon receipt of the complaint by the secretary of the association, recipient will start a file. File will be labeled date received, Lot number and Owner Name. This file will be stored with all other board documents by the Secretary/Treasurer of the Board.
- C. Secretary will email all board members a copy of the complaint.
- D. President or Vice President will solicit input from the board regarding how complaint should be addressed, either the email process, special board meeting, or refer complainant to the appropriate authority for resolution of their complaint. Each board member will have a five day deadline to respond to the email. Based on Response, President or VP will send a confirmation of receipt of complaint to the complainer.

Response may be by email or USPS. Response will contain an acknowledgement of receipt of Complaint.

Within 10 days from acknowledged receipt of the complaint board will come to a decision regarding the complaint. If a consensus of the board is that a special meeting is required to determine resolution of the complaint. Response will contain the information that a special board meeting will be held. Complainant will be notified either via email or USPS concerning the following:

1. Board's ability or responsibility to resolve complaint. For example, the board cannot resolve complaints that involve zoning issues. The authority to resolve zoning issues resides with the County and/or State.
2. Any decision made by the board regarding the complaint via email.
3. Date, time and location of such meeting.

4. If the board determines that it does not have the responsibility or authority to resolve the complaint, response will direct complainant to appropriate parties.

5. Request for any additional information that the board feels is necessary to make an objective decision regarding the complaint. Note: request for additional information will change the required date of resolution by board based on receipt of requested additional information. The 30 day response time will be based on the receipt of the requested information NOT on the receipt of the original complaint.

E. Copy of all emails between board members or complainant and original complaint will be placed in the aforementioned folder.

F. Via email, Board will discuss options for resolution, agree upon response and advise complainant of resolution in writing within 30 days of receipt of original complaint/additional requested information.

Approved by the Board this 10th day of September, 2012.

President: Sharon L. Beilly

Vice-President: [Signature]

Secretary/Treasurer: Rhonda Yosinski

Director: [Signature]

Director: [Signature]

Director: [Signature]

Attachment A

**Quatrone Homeowners Association, Inc.
Sharon Reilly, President, PO Box 65 Pittsville, VA 24139**

ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors of the **Quatrone Homeowners Association, Inc.** has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the governing board, managing agent or association inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

Mailing Address
Printed Name Signature Date
Lot/Unit Address
Contact Preference Phone Email
E-mail Address Phone Number other

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest

Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

COVENANTS AS SHOWN
ON PLAT MAP

THE UNDERSIGNED CERTIFIES THAT THE LAND EMBRACED WITHIN THIS SUBDIVISION WAS ACQUIRED BY ATLANTIC TIMBER CO., DEED RECORDED IN D.B. 680, PG. 433 & D.B. 696, PG. 69 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF BEDFORD COUNTY, VIRGINIA.

FRED C. HOWELL, P.L.S.

THE PLATTING OR DEDICATION OF THE QUATRONE SUBDIVISION IS WITH FREE CONSENT AND WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OF ANY TRUSTEES. THE OWNER CERTIFIES THAT HE IS THE FEE SIMPLE OWNER OF SAID LAND. ALL EASEMENTS, UNLESS OTHERWISE NOTED ARE HEREBY DEDICATED TO BEDFORD COUNTY, VIRGINIA FOR UTILITY AND DRAINAGE PURPOSES AND ARE OF THE WIDTH AND EXTENT SHOWN ON THIS PLAT.

WITNESS THE FOLLOWING SIGNATURES THIS _____ DAY OF _____ 19____.

SIGNED _____

STATE OF VIRGINIA
COUNTY OF _____, TO WIT:

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE NAMES SIGNED TO THE FOREGOING WRITING, BEARING DATE ON _____ DAY OF _____ 19____, HAVE ACKNOWLEDGED THAT SAME BEFORE ME IN THE COUNTY AND STATE AFORESAID.

NOTARY PUBLIC

GIVEN UNDER MY HAND _____ DAY OF _____ 19____.
MY COMMISSION EXPIRES _____.

NOTES:

1. THE OWNER OF THIS SUBDIVISION DOES NOT AGREE TO CONSTRUCT EITHER A PUBLIC WATER OR PUBLIC SEWER SYSTEM. BEFORE THE CONSTRUCTION OF ANY DWELLING CAN BEGIN THE BEDFORD COUNTY HEALTH DEPARTMENT SHALL BE CONSULTED TO ENSURE THE PROPER LOCATION OF THE WATER AND SEWER SYSTEMS IN RELATION TO THE LOCATION OF THE PROPOSED DWELLINGS.
2. THIS PROPERTY AS PLATTED DOES NOT FALL WITHIN THE FEDERAL INSURANCE RATE MAP ONE HUNDRED YEAR FLOOD PLAIN.
3. BUILDING SET-BACKS SHALL BE AS FOLLOWS:
 - 30' FRONT YARD SET-BACK
 - 15' SIDE YARD SET-BACK
 - 15' REAR YARD SET-BACK
4. NOTICE IS HEREBY GIVEN THAT:
 - A. STREETS IN THIS SUBDIVISION ARE PRIVATE AND NOT INTENDED FOR GENERAL PUBLIC USE, BUT SHALL PROVIDE FREE AND UNOBSTRUCTED ACCESS BY EACH AND EVERY LOT OWNER AND THEIR INVITEES.
 - B. STREETS DO NOT QUALIFY FOR PUBLIC MAINTENANCE.
5. TOTAL ACREAGE SUBDIVIDED: 212.148 Ac.
6. LOT 24 IS COMMON AREA FOR ALL LOTS IN QUATRONE SUBDIVISION.
7. LOT NUMBERS 1, 11 & 49 ARE NOT USED.

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1943

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COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

07-31-2021

NUMBER

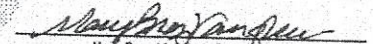
0550001847

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



QUATRONE HOMEOWNERS ASSOCIATION, INC.
LINDA MEEKER
PO BOX 65
PITTSVILLE, VA 24139




Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

