

Revised September 11, 2021

## RIVERWOOD PROPERTY OWNERS ASSOCIATION (RPOA)

### Rules and Regulations

#### GENERAL RULES

1. RPOA common areas including the tennis court, landing and boat dock are for the exclusive use of RPOA members which includes property owners, residents and their guests. Guests must be accompanied by their RPOA host all times while using these facilities. **Parking at all Common Areas is for members and residents only.** Anyone violating this rule will be subject to disciplinary action as described in the RPOA bylaws.
2. Use of RPOA common areas is limited to daylight hours (dawn to dusk).
3. Trash must be immediately removed from the RPOA common areas.
4. Broadcast music and large gatherings must be approved by the RPOA Board of Directors two (2) weeks in advance of the event. If approved the Board may require advance notice of an event to neighborhood residents.
5. Roadside mailboxes in Riverwood are to be painted black and mounted on black 4 x 4 wooden posts. Detailed specifications are available from the RPOA Architectural Review Committee.
6. Discharge of firearms on Riverwood property and lots is prohibited by Virginia state law. All hunting on Riverwood property and lots is prohibited by the RPOA Declaration.
7. RPOA members who lease their property in Riverwood are required to include a statement in the lease that the tenant has been given a copy of the current RPOA Rules and Regulations and the RPOA Declaration with Protective Covenants. These documents are to be initialed by the lessee indicating their willingness to comply and a copy will be given to the owner and the Chairperson of the Architectural Review Committee. The owner is ultimately liable and responsible for the tenant.
8. Contact information for all tenants must be provided to the RPOA Board of Directors.
9. Short term rentals (defined as a period of fewer than 30 days) are not permitted in Riverwood.

#### TENNIS COURTS

1. The parking area is for court use only.
2. In order to protect the court surface, tennis shoes must be worn and no wheeled vehicles of any kind are allowed on the court.
3. Activities on the court must be limited to tennis.
4. Use of the court is available on a first-come, first use basis. If other RPOA members or residents are waiting to use the court, please limit play to one (1) hour for singles play and one and one half (1 ½) hours for doubles play.
5. Please close the gate upon leaving the court.

**RPOA Rules and Regulations- Revised September 11, 2021**

**LANDING**

1. Parking is allowed only in designated areas. There is to be no parking in the drive or on the edges of the driveway at any time.
2. If parking areas are full, vehicles and/or boat and watercraft trailers must be returned to the owner's lot.
3. RPOA governing documents prohibit the overnight docking of any boat/watercraft at the landing dock.
4. The security chain is to be relocked immediately after launching or pulling a boat/watercraft.
5. The lock combination may not be given to any person who is not an RPOA member or resident.

**Questions or comments regarding these rules and regulations should be directed to:**

**Riverwood Property Owners Association**

**Board of Directors**

**PO Box 1035**

**Kilmarnock, VA 22482**

**RIVERWOOD PROPERTY OWNERS ASSOCIATION  
P. O. BOX 1035  
KILMARNOCK, VA 22482**

Dear Fellow Property Owner,

Your response has been excellent and you have approved the revisions in the Riverwood Governance Documents. They are now in effect. Several typographical mistakes in the documents were noted; one set of names was incorrect; and one address needed to be updated. To assure that you have accurate documents, new pages are included to replace those with errors. The corrections follow:

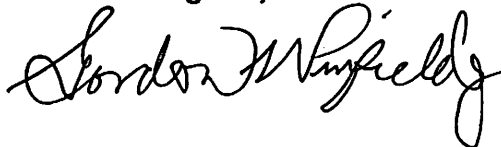
1. In the Bylaws on page 8, ARTICLE IX, Section 1, on the second line, the word "Board" should have been "Committee", and has been corrected.
2. In the Bylaws on page 9, ARTICLE XI, Section 1, in the second sentence the word "Association's" had an equal mark instead of an apostrophe. This is corrected and the Director's signatures are added at the end.
3. In the Declaration, on the first page, the Zip code was incorrectly shown as Lancaster County (22503), which is our location, but since our mailing address is Kilmarnock, this is changed to the correct code of 22482-1035.
4. On the same page, note the correct names for the owners of lot 3. They are Brian Davis, Matthew Davis, and Alvin Anton. Note on the same page that T. G. and Radhika Sriram have a new address. They are now at 2600 Bayfront Way in Midlothian, VA 23112.
5. Lastly, on page 8, Item 9, in the second sentence of the Declaration, "Lancaster County Authorities" is incorrect and is replaced by "Architectural Review Committee."
6. In the interest of accuracy, you will also note that in the Bylaws on page 7, ARTICLE VIII, Section 1, there is no period at the end of the paragraph after the word "require". That did not seem to rise to the level of page reprinting, so please feel free to insert a period if you like.

After you have replaced these pages, you may wish to add the included Certification Page, signed by President Joe Timmins at the end of the Declaration. This is a copy of the Certification that is being recorded in the Court House of Lancaster County, and is the final step in completing the document revision.

The recorded documents are now available to anyone seeking information on the Riverwood Community. Our Secretary will include copies of these new documents in the Disclosure Packets that each of us will be required to produce if we sell our Riverwood property.

Please contact Joe if you have questions.

Best regards,



November 6, 2008

## AMENDED AND RESTATED RIVERWOOD SUBDIVISION DECLARATION

**THIS AMENDED AND RESTATED DECLARATION**, made this 10<sup>th</sup> day of September, 2008, by **RIVERWOOD PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (hereinafter called the "Association"), Grantor and Grantee, of Post Office Box 1035, Kilmarnock, VA 22482-1035.

Index also under the names of the current lot owners, to wit: **MICHAEL and RUTH JORDAN**, 308 Oakum St., Edenton, NC (lot 1); **WILLIAM E. II and JANET C. JOYNER**, 975 Riverwood Dr., Lancaster, VA (lot 2); **BRIAN DAVIS, MATTHEW DAVIS, and ALVIN ANTON**, 1441 Maryland Ave., Woodbridge, VA (lot 3); **GLENN FELIX SHAW and ELLEN BOYD**, 10110 Avella Lane, Richmond, VA (lot 4); **JOANNE B. MJOS**, 321 Crossing Meadows Lane, Appleton, WS (lots 5 and 17); **RICHARD A. DAVIS and SHARON L. GILLEN-DAVIS**, 132 Cole Road, Flemington, NJ (lot 6); **THIRUNEERMALAI G. and RADHIKA SRIRAM**, 2600 Bayfront Way, Midlothian, VA (lot 7); **ROBERT J. and ELIZABETH V. GORALEWICZ**, 155 Old Barn Road, Troutville, VA (lot 8); **RICHARD L. and BARBARA L. KAHLER**, 156 Bayberry Lane, Lancaster, VA (lot 9); **THOMAS D. QUINN**, 1591 Brass Lantern Way, Reston, VA (lot 10); **HENRY E. and MARJORIE E. EWERTZ**, 2 Blue Spruce Court, Reisterstown, MD (lot 11); **SUZANNE W. LAPRADE**, 45 Pinewood Court, Lancaster, VA (lot 12); **DANIEL and SHELIA BROWN**, 55 Pinewood Court, Lancaster, VA (lot 13); **JOSEPH E. II and SANDRA L. TIMMINS**, 1000 Fell St., #602, Baltimore, MD (lots 14 and 25); **THOMAS P. HOST III**, 6125 Powhatan Ave., Norfolk, VA (lot 15); **DAVID E. and JULIANN L. ERICKSON**, 4720 Woodwind Way, Virginia Beach, VA (lot 16); **CRYSTAL ANN MARQUESS**, Corso Monforte 39, Milan, Italy (lot 18); **MARIANNE Z. WEST**, PO Box 183, White Stone, VA (lot 19); **JOSEPH C. and JILL H. BESSLER**, 1415 Riverwood Drive, Lancaster, VA (lots 20 and 21); **ADRIAN R. JENNINGS**, PO Box 1428, White Stone, VA (lot 22); **LEONARD and DORSEY BAYNHAM**, 700 Port St., Bld 100, Easton, MD (lot 23); **GORDON T. WINFIELD JR.**, 1635 Riverwood Dr., Lancaster, VA (lots 24); **GORDON T. and BRUCE S. WINFIELD, TRUSTEES U/T GORDON T. AND BRUCE S. WINFIELD LIV. TR.**, 1635 Riverwood Dr. Lancaster, VA (lot 26); **DAVID M. and DEBORAH M. RUSSELL**, 1812 Gildenborough Court, Midlothian, VA (lot 27); **ROBERT C. and LYNNE M. CARRICK**, 2401 Sagarmal Court, Dunn Loring, VA (lot 28); **MARY ROBIN LANDRY**, 5713 Waters Edge Landing Court, Burke, VA (lot 29); **DONALD D. and JANET P. DUFF**, 2425-301 Ocean Shore Crescent, Virginia Beach, VA (lot 30); **ROGER P. SHERMAN and GERALDINE S. MOOHR**, 1574 Riverwood Drive, Lancaster, VA (lot 31); **ANNETTE SHIDELER**, 10 Terrace Road, PO Box 390, Mt. Sinai, NY (lot 32); **ROBERT and PHYLLIS A. DONNESTAD**, 1570 Riverwood Drive, Lancaster, VA (lot 33); **STEVEN and ELIZABETH BARKSDALE**, PO Box 1273, White Stone, VA (lot 34); **WILLIAM R. and SANDRA L. ARMSTRONG**, 1510 Riverwood Drive, Lancaster, VA (lot 35); **RAYMOND G. and CAROL A. TRIGINA**, PO Box 279,

shall be permitted on a lot during the period of construction of a dwelling unit. Any damage to the road base, road shoulders or adjacent property caused by lot clearing or construction shall be repaired by the owner of the lot under construction.

**9. Vegetative Buffer Zone:**

A vegetative buffer zone (VBZ) is hereby established for twenty-five feet on each side of all residential home site property lines for privacy and to protect and enhance the environment. In the VBZ, no trees, bushes, or shrubs may be cut regardless of size without approval of Architectural Review Committee. No permanent structures, to include houses, decks, gazebos, fences, patios, pools, garages and the like may be erected or located without prior approval of the Architectural Review Committee. It is recognized that drain fields, utilities, piers, retaining walls and driveways may need to be installed within the VBZ with prior approval of the Architectural Review Committee. The riparian rights of each owner are subordinated to the restrictions imposed on the VBZ whether or not it is so stated in any deed or conveyance. Trimming vegetation to open views at or near the shoreline in accordance with land use guidelines of Lancaster County is permitted.

**10. Driveways:**

All driveways leading from any main roads must use concrete culverts of sufficient diameter to meet the Virginia Department of Highways and Transportation's standards. Joint driveways shall be constructed with minimal clearing. The driving surface of any joint driveway may not exceed fifteen (15) feet in width unless the width is approved by the Architectural Review Committee. The maintenance of joint driveways shall be shared equally by those lot owners with access to their lots over the joint driveways. Where they exist, joint driveways shall be the only driveway constructed to the lots to which they lead. Access to joint driveways by any other lot shown on the Plat (May 1989) is prohibited without prior written approval from the Architectural Review Committee and the written consent of all owners of adjacent lots served by the joint driveway.

**11. Easements:**

A thirty (30) foot utility easement is adjacent to all roads and a fifteen (15) foot utility easement is reserved on both sides of all property lines except for the boundary lines of the river along the water's edge unless specifically noted on the Plat. Drainage easement areas are reserved as shown on the Plat and right-of-way easements are reserved over the common areas for the installation and maintenance of utilities, remote drain field lines and tanks, wells and water lines.

**12. Hunting:**

Riverwood is a wildlife sanctuary and no hunting shall be permitted on the Property.

**13. Architectural Review Committee Authority:**

All buildings, additions, walls, fences and other structures constructed or erected upon any lot shall be approved as to placement of buildings, landscaping and design in writing, by the Architectural Review Committee, prior to beginning any clearing or

approved by the Board of Directors. The Treasurer shall cause the deposit of all monies in the name of the Association, and such depositories as may from time-to-time be designated by the Board of Directors; cause an annual audit of the Association books to be made at the completion of each fiscal year; cause the preparation of an annual budget, and presentation of such budget at the regular annual meetings; and provide a statement of income and expenditures to members as requested.

(d) Signature Authority. All agreements, contracts, deeds, leases, checks, and other instrument of the Association shall be executed by an officer of the Association or other person as may be designated by the Board of Directors.

## ARTICLE IX COMMITTEES

Section 1. Appointment. The Board of Directors shall appoint an Architectural Review Committee as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint such other committees as they deem appropriate in carrying out the purposes of the Association.

## ARTICLE X ENFORCEMENT

Section 1. Fines. The Board of Directors shall have the power to assess and impose fines against members for any violation of the Declaration, or rules duly promulgated by the Board of Directors for which such member or the family members, guests, or other invitees of the member are responsible. Before any fine may be assessed, the member shall be given a hearing by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the member at the member's address shown on the records of the Association, at least fourteen (14) days prior to the hearing date. The notice shall specify the violation in reasonable detail. No fine shall exceed \$50.00 for a single violation or \$10.00 per day for a violation of a continuing nature or as may otherwise be provided for Section 55-513 of the *Code of Virginia*, 1950, as amended. Fine for an offense of continuing nature may be assessed daily from the date of the hearing until the violation is cured, without further hearing. Any fine imposed shall constitute a lien on the lot of the lot owner, and shall be subject to the provisions for collection of such fine as set out in the Declaration. The Board of Directors may waive the imposition of a fine after notice of a hearing if the violation is cured before the date of the hearing, but no such waiver shall be deemed a waiver of the right to impose a fine for later violations of a similar nature.

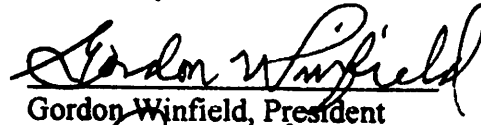
ARTICLE XI  
AMENDMENTS

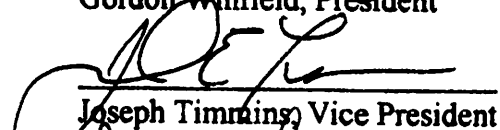
Section 1. Amendment by Directors. The Board of Directors shall have the power to amend these Bylaws by a unanimous vote of the Directors at a duly called regular or special meeting of the Board of Directors. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's Bylaws, within sixty (60) days of notice of the amendment of the Bylaws, shall rescind the Bylaws amendment.

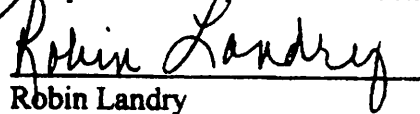
Section 2. Amendment by Members. The members may amend the Bylaws at a duly called regular or special meeting of the members, by a majority of the votes entitled to be cast at such meeting at which a quorum of members is present in person or by proxy.

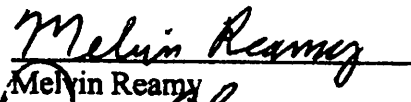
Section 3. Controlling Instrument. If there is a conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; if there is a conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the Riverwood Property Owners Association have hereunto set our hands this 20 day of September, 2008.

  
Gordon Winfield, President

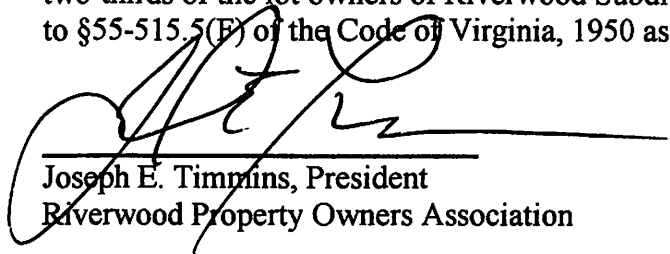
  
Joseph Timmins, Vice President

  
Robin Landry

  
Melvin Reamy

  
Roger Sherman

I hereby certify that the foregoing Amended and Restated Declaration was signed by at least two-thirds of the lot owners of Riverwood Subdivision. This certification is made pursuant to §55-515.5(F) of the Code of Virginia, 1950 as amended.

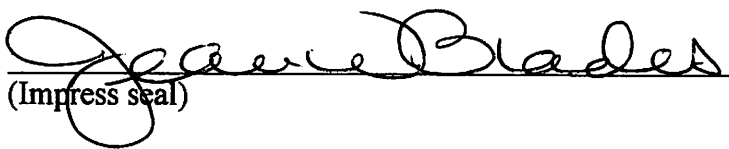
  
\_\_\_\_\_  
Joseph E. Timmins, President  
Riverwood Property Owners Association

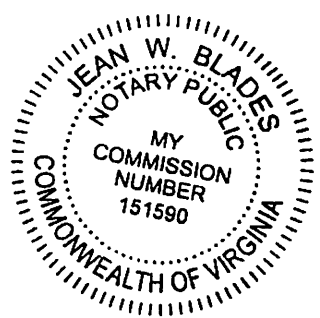
COMMONWEALTH OF VIRGINIA

City and county of Lancaster, TO WIT:

The foregoing instrument was acknowledged before me this 3rd day  
of November, 2008, by Joseph E. Timmins.

My commission expires June 30, 2010.

 Notary Public  
(Impress seal)





## AMENDED AND RESTATED RIVERWOOD SUBDIVISION DECLARATION

**THIS AMENDED AND RESTATED DECLARATION**, made this 10<sup>th</sup> day of September, 2008, by **RIVERWOOD PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (hereinafter called the "Association"), Grantor and Grantee, of Post Office Box 1035, Kilmarnock, VA 22503.

Index also under the names of the current lot owners, to wit: **MICHAEL and RUTH JORDAN**, 308 Oakum St., Edenton, NC (lot 1); **WILLIAM E. II and JANET C. JOYNER**, 975 Riverwood Dr., Lancaster, VA (lot 2); **BRIAN DAVIS, MATTHEW ALVIN**, and **ANTON ALVIN**, 1441 Maryland Ave., Woodbridge, VA (lot 3); **GLENN FELIX SHAW and ELLEN BOYD**, 10110 Avella Lane, Richmond, VA (lot 4); **JOANNE B. MJOS**, 321 Crossing Meadows Lane, Appleton, WS (lots 5 and 17); **RICHARD A. DAVIS and SHARON L. GILLEN-DAVIS**, 132 Cole Road, Flemington, NJ (lot 6); **THIRUNEERMALAI G. and RADHIKA SRIRAM**, 5621 Eagle Lake Drive, Glenn Allen, VA (lot 7); **ROBERT J. and ELIZABETH V. GORALEWICZ**, 155 Old Barn Road, Troutville, VA (lot 8); **RICHARD L. and BARBARA L. KAHLER**, 156 Bayberry Lane, Lancaster, VA (lot 9); **THOMAS D. QUINN**, 1591 Brass Lantern Way, Reston, VA (lot 10); **HENRY E. and MARJORIE E. EWERTZ**, 2 Blue Spruce Court, Reisterstown, MD (lot 11); **SUZANNE W. LAPRADE**, 45 Pinewood Court, Lancaster, VA (lot 12); **DANIEL and SHELIA BROWN**, 55 Pinewood Court, Lancaster, VA (lot 13); **JOSEPH E. II and SANDRA L. TIMMINS**, 1000 Fell St., #602, Baltimore, MD (lots 14 and 25); **THOMAS P. HOST III**, 6125 Powhatan Ave., Norfolk, VA (lot 15); **DAVID E. and JULIANN L. ERICKSON**, 4720 Woodwind Way, Virginia Beach, VA (lot 16); **CRYSTAL ANN MARQUESS**, Corso Monforte 39, Milan, Italy (lot 18); **MARIANNE Z. WEST**, PO Box 183, White Stone, VA (lot 19); **JOSEPH C. and JILL H. BESSLER**, 1415 Riverwood Drive, Lancaster, VA (lots 20 and 21); **ADRIAN R. JENNINGS**, PO Box 1428, White Stone, VA (lot 22); **LEONARD and DORSEY BAYNHAM**, 700 Port St., Bld 100, Easton, MD (lot 23); **GORDON T. WINFIELD JR.**, 1635 Riverwood Dr., Lancaster, VA (lots 24); **GORDON T. and BRUCE S. WINFIELD, TRUSTEES U/T GORDON T. AND BRUCE S. WINFIELD LIV. TR.**, 1635 Riverwood Dr. Lancaster, VA (lot 26); **DAVID M. and DEBORAH M. RUSSELL**, 1812 Gildenborough Court, Midlothian, VA (lot 27); **ROBERT C. and LYNNE M. CARRICK**, 2401 Sagarmal Court, Dunn Loring, VA (lot 28); **MARY ROBIN LANDRY**, 5713 Waters Edge Landing Court, Burke, VA (lot 29); **DONALD D. and JANET P. DUFF**, 2425-301 Ocean Shore Crescent, Virginia Beach, VA (lot 30); **ROGER P. SHERMAN and GERALDINE S. MOOHR**, 1574 Riverwood Drive, Lancaster, VA (lot 31); **ANNETTE SHIDELER**, 10 Terrace Road, PO Box 390, Mt. Sinai, NY (lot 32); **ROBERT and PHYLLIS A. DONNESTAD**, 1570 Riverwood Drive, Lancaster, VA (lot 33); **STEVEN and ELIZABETH BARKSDALE**, PO Box 1273, White Stone, VA (lot 34); **WILLIAM R. and SANDRA L. ARMSTRONG**, 1510 Riverwood Drive, Lancaster, VA (lot 35); **RAYMOND G. and CAROL A. TRIGINA**, PO Box 279,

22865 Grampton Road, Clements, MD (lot 36); **MICHELLE L. MORGAN**, PO Box 1150, Kilmarnock, VA (lot 37); **CURTIS STEPHAN PRICE and YVONNE GAYNELLE MADISON**, PO Box 2, Lancaster, VA (lot 38); **GWENDOLYN J. NICKERSON**, 2016 Burma Road, Salem, VA (lot 39); **MICHAEL D. and DAWN D. NICKERSON**, PO Box 486, Kilmarnock, VA (lot 40); **SUSAN C. RILEY**, 1166 Riverwood Drive, Lancaster, VA (lot 41); **KELLI ANN BARNHARDT**, 1118 Riverwood Drive, Lancaster, VA (lot 44); **GREATLAND CORPORATION**, PO Box 605, Irvington, VA (lots 45 and 47); **THOMAS J. Jr. and LINDA K. LAWRENCE**, 14453 Jaystone Drive, Silver Spring, MD (lot 46); **HAROLD and DELLA RADCLIFFE**, 1388 Riverwood Drive, Lancaster, VA (lot 48); **MELVIN RAY REAMY and ELIZABETH LEWIS**, 1396 Riverwood Drive, Lancaster, VA (lot 49).

### WITNESSETH:

WHEREAS, Greatland Corporation was the developer of real property located in Mantua Magisterial District, Lancaster County, Virginia, known as Riverwood Subdivision, lots 1-49, roads and common areas (all known as the "Property") as shown on plat of survey made by Tomlin and Keyser, C.L.S., dated May 18, 1989, entitled Riverwood Sheets 1 through 8 all of which are herein cumulatively referred to as "Plat" which Plat is also recorded in the Clerk's office of the Circuit Court of Lancaster County, Virginia with the initial Declaration dated June 14, 1989 (Deed Book 294, Page 509) and which Plat and its subsequent amendments are by this reference made a part hereof.

WHEREAS the Riverwood Property Owners Association was created with 49 lots, and the first declaration was recorded on June 14, 1989 in the clerk's office of the Circuit Court of Lancaster County, Virginia, in Deed Book 294 at Page 509.

WHEREAS the first declaration was amended November 11, 2000, and the amended declaration was recorded that date in the clerk's office of the Circuit Court of Lancaster County, Virginia in Deed Book 442 at page 548.

WHEREAS it has now become necessary to amend and restate in full the Riverwood Property Owners Association declaration.

WHEREAS the owners of more than two thirds of the lots have approved the amended and restated documents.

WHEREAS the Association hereby agrees and declares that all of the subdivision and such additions thereto as may hereafter be made, shall be held and sold subject to the following easements, protective covenants and conditions. These easements, protective covenants, and conditions shall run with the real property owned by the Association or any member. They shall be binding on all parties having or acquiring any right, title, or interest – with the exception of fiduciary interest – in the properties described above, or any part thereof, and shall inure to the benefit of each owner thereof. The Association hereby accepts the

responsibilities and duties imposed on it by the easements, protective covenants and conditions hereinafter set out.

In consideration of the covenants and premises contained herein, the parties agree as follows that the following shall be the Declarations of Riverwood Subdivision:

### **MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who owns any interest (other than a security interest) in 1 through 49 of Riverwood shall be a member of the Association. The term "owner" and Association "member" are used interchangeably throughout this Declaration. In the event that any of the lots shall be subdivided, as may be provided for in this Declaration, every person or entity who owns any interest (other than a security interest) in the created lots resulting from such subdivision shall be a member of the Association.

### **VOTING RIGHTS**

All questions and issues of the Association, except amending this Declaration or the Association's Bylaws, will be determined by a simple majority vote of the membership according to lot ownership. One vote will be cast for each lot owned regardless of the number of owners who are members of the Association. Votes may be cast in person or by proxy, duly appointed in writing by the owner(s). Matters, which shall be determined by vote of the membership according to lot ownership, shall include, but not be limited to:

- A) election of the members of the Board of Directors annually;
- B) election of replacement members of the Board of Directors should multiple vacancies occur;
- C) changes to the annual lot assessment;
- D) special assessments.

### **PROPERTY RIGHTS**

Every member shall have a right and easement of enjoyment in and to the common areas and roads shown on the Plat for ingress and egress from his/her lot to VSH 673 (Riverwood Drive) and to the common areas. The member's easements of enjoyment created hereby shall be subject to the right of the Association to:

- A) establish reasonable rules for use of the common areas by members and guests and to suspend the right of members or guests to use any portion of its facilities for any period during which any assessment against his/her lot remains unpaid for more than thirty (30) days after written notice that assessment is due;
- B) suspend the right of a member to use any portion of its facilities for any other infraction of this Declaration or any rules and regulations which remain uncorrected 30

days after notice with a statement of the infraction and the action necessary for its correction;

- C) limit the number of guests of a member that may use the common areas;
- D) 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 desired by the Association.

Any member may delegate his right of enjoyment of the common areas and facilities to his guests, subject to such general regulations as may be established from time to time by the Association.

In the event any common area is damaged or destroyed by a member or any of the member's lessees, guests, invitees, licensees, agents or family members, the member does hereby authorize the Association to repair such damages in a good workmanlike manner, and in conformity with the original plans and specifications of the area involved, or as it may have been modified or altered subsequently by the Association, subject to the Association first notifying the affected member of the circumstances of the damage and providing the member a stated, reasonable time in which to correct such damage. The costs of such repairs, if performed by the Association, shall become an assessment for damage repair upon the lot of the responsible member.

The Association reserves the right to grant drain field, well site, driveway, drainage, view, road and utility easements over, along, across and under the roads, common areas, or any other property owned by the Association.

The Association reserves the right to make application to extend its piers and slips if there is a demonstrated need for such action. Overnight storage, docking or occupancy of any watercraft at the Association's Landing and pier is not allowed and towing or removal may be enforced. Nothing herein shall prevent the Association from obtaining additional piers or slips for the Property.

The Association has adopted a set of guidelines for Riverwood and standards for the Property titled Architectural and Site Guidelines for Riverwood which are incorporated herein by reference and are attached hereto as Attachment A and apply to the development and use of the Property. These guidelines may be periodically amended, on recommendation of the Architectural Review Committee, by the Association.

The Association reserves the right to file Supplemental Declarations to correct typographical, ministerial and other errors in this Declaration or the Plat.

## **ASSESSMENTS**

By acceptance of a deed for property in Riverwood, each owner agrees to pay the Association One hundred twenty five Dollars (\$125.00) per lot per year (established at 2007 Annual Meeting) and to pay annually thereafter the same amount or an amount determined

by positive vote of a majority of the lot owners. The Association shall notify each owner as to any change in the Annual Assessment for each lot and/or any special assessment due. All assessments shall be a charge and lien upon such respective lots as well as a personal obligation of the owner.

The annual assessment shall be due and payable, without notice, in advance, by the first of January of each year. The Association shall have the power to make Special Assessments for construction, maintenance and improvements for the roads and common areas by a positive vote of a majority of the lot owners voting in person or by proxy at an annual meeting or a special meeting called for this purpose.

Any assessment payment not received by its due date shall accrue interest at the rate of one percent (1%) per month, twelve percent (12%) per year, compounded annually, until paid in full. The Association will advise members of any assessment payment that is in arrears on the following schedule:

- A) Thirty (30) days in arrears: a reminder by e-mail, U.S. Mail or telephone.
- B) Sixty (60) days in arrears: notification by U.S. Mail, return receipt required, and including a statement of intent to place a lien on the property in delinquency if payment is not received by ninety (90) days from its original due date.
- C) Ninety (90) days in arrears: record a lien on the property in delinquency at the Office of the Clerk of the Circuit Court of Lancaster County, Virginia.

In order to release the lien on a property, the member whose lot assessment is in delinquency shall pay all of the costs associated with making and releasing said lien, to include, but not be limited to, a total of the principal due, accrued interest, all administrative costs and any and all attorneys fees associated with settling the matter. The lien will not be removed from the property until it has been fully satisfied.

The voting rights of all members whose lot assessments or other financial obligations to the Association are in arrears will be suspended until all such financial obligations have been completely satisfied.

## **ORGANIZATION AND DUTIES OF ASSOCIATION**

The Association shall be governed by the majority vote of its members. A Board of Directors of not fewer than five (5) nor more than seven (7) members shall be elected by and from the membership at the annual meeting.

All members of the Board of Directors and its duly appointed committees shall be entitled to the immunities provided by Section 13.1-870 (E) and 870.2 of the Code of Virginia, 1950 as amended.

The Association shall hold the common areas and any private road it owns for the exclusive benefit of members of the Association and for the promotion of the recreational development

of Riverwood. The Association shall be charged with the duties of maintaining, improving, repairing, developing, and protecting the common areas and roads and shall pay all taxes and expenses in connection with the common areas and roads (including furnishings and equipment related thereto) and shall have all powers consistent and necessary therewith. The Association shall be responsible for, and shall act as agent for, owners and members of the Association with respect to all matters including rights and obligations involving the common areas and roads and any improvements and facilities thereon, as well as drainage and utility easements within the subdivision, and shall be the sole agent for all negotiations and agreements in connection therewith, including without limitation the right and obligation to convey to the Virginia Department of Highways and Transportation fee simple interest in, and to, such roads.

### **PROTECTIVE COVENANTS**

1. **Common Area Rules and Regulations:**

Reasonable rules and regulations concerning the use of the common areas and conduct of the members and their families, guests, tenants, agents and invitees to the Property may be made, amended or revoked from time to time by the Association. Copies of rules and regulations and all amendments thereto shall be furnished by the Association to all members.
2. **Lot Purpose Limitations:**

Each lot shall be for residential purposes and shall be limited to one single family residence and other such outbuildings as are normally associated thereto. Commercial and business activities shall not be permitted within Riverwood. A guest suite or like facility is permitted, but it may not be rented or subleased. No house trailers or mobile homes may be placed or erected on any lot. Accessory buildings may not be constructed on a lot before the approved residence is constructed unless good reason for exists for doing so and the Board of Directors approves it. All structures on any individual lot shall be constructed to generally conform in appearance.
3. **Injurious or Offensive Use Prohibited:**

No part of any lot or improvement thereof shall be used for any purpose or manner which will be injurious or offensive to the residential neighborhood as determined by the Board of Directors.
4. **Dwelling size:**

The minimum square footage of heated and cooled living areas for each dwelling on home sites 7,8,9,10,11,12,13,14,25,26,27,28,29,30,31,32 & 33 shall be 2200 square feet and the minimum square footage for all other home sites in Riverwood shall be 1800 square feet (commencing with construction in 2008) .
5. **Lot Subdivision:**

No lot can be further subdivided except in the case of an entire lot being merged with an adjoining lot or lots or the creation of roadways by the Association. This restriction

shall not apply to home sites 46, 47, 48 & 49. Any subdivision of home sites 46, 47, 48, & 49 will require ninety (90) days advance written notification to the last known address of each member of the Board of Directors of the Association. Such notification is to include the detailed time-phased plan for the proposed subdivision. Any such division shall be subject to the approval of the Board of Directors, or, if deemed appropriate by the Board of Directors, by a majority of the Association's membership at a special meeting called for the review of the proposed subdivision. All subdivided lots will be building lots and in no case shall any of these lots contain fewer than 2.75 acres. Owners of the new building lots created as a result of subdivision shall be members of the Association, shall have voting rights as set forth herein, shall each be subject to the annual individual lot assessment by the Association in a like manner to the original 49 lots of the Property.

6. Recreational Equipment, Camping and Vehicle Restrictions:

Generally, campers, recreational vehicles, boat trailers or boats should not be parked or otherwise placed on residential lots. If campers, boat trailers or boats are garaged or screened in such a manner that they are not objectionable to others, approval may be granted by the Architectural Review Committee. No vehicle shall remain in Riverwood unless it has a currently valid state inspection sticker. The prolonged repairing of vehicles of any kind (except when fully garaged) shall not be permitted.

7. Pets:

Subject to such limitations as may from time to time be set by the Association, generally recognized house or yard pets may be kept and maintained provided such pets are not kept or maintained for commercial purposes. No pet may be kept on any lot not used as a residence. All pets must be kept under positive control of their owner when they are outside with persons legally on the property and must be kept under such control when off the property so they do not become a nuisance to other residents. If any pets are declared a nuisance by the Association they shall be removed from the property within thirty days after written request to do so. Noncommercial keeping of horses for the private use of lot owners and their guests shall be permitted on home sites 46, 47, 48, & 49 only, provided that these lots have not been subdivided and that adequate vegetative and other screening are provided as approved by the Board of Directors and its Architectural Review Committee.

8. Lot Maintenance:

The Owners are responsible for maintaining their respective lots in a clean and neat appearance prior to, during and after clearing or construction as directed by the Architectural Review Committee. All trash and garbage shall be kept from public view. All sites shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Association shall have the right to cut the grass on any site once said grass exceeds a height of an average of one foot in the judgment of the Architectural Review Committee. During construction a portable toilet and an adequately sized trash container shall be placed on the lot. Trash and construction debris shall be removed as required or as directed by the Board of Directors. All construction material shall be stored solely on the respective lot. Construction vehicles

shall be permitted on a lot during the period of construction of a dwelling unit. Any damage to the road base, road shoulders or adjacent property caused by lot clearing or construction shall be repaired by the owner of the lot under construction.

9. Vegetative Buffer Zone:

A vegetative buffer zone (VBZ) is hereby established for twenty-five feet on each side of all residential home site property lines for privacy and to protect and enhance the environment. In the VBZ, no trees, bushes, or shrubs may be cut regardless of size without approval of Lancaster County Authorities. No permanent structures, to include houses, decks, gazebos, fences, patios, pools, garages and the like may be erected or located without prior approval of the Architectural Review Committee. It is recognized that drain fields, utilities, piers, retaining walls and driveways may need to be installed within the VBZ with prior approval of the Architectural Review Committee. The riparian rights of each owner are subordinated to the restrictions imposed on the VBZ whether or not it is so stated in any deed or conveyance. Trimming vegetation to open views at or near the shoreline in accordance with land use guidelines of Lancaster County is permitted.

10. Driveways:

All driveways leading from any main roads must use concrete culverts of sufficient diameter to meet the Virginia Department of Highways and Transportation's standards. Joint driveways shall be constructed with minimal clearing. The driving surface of any joint driveway may not exceed fifteen (15) feet in width unless the width is approved by the Architectural Review Committee. The maintenance of joint driveways shall be shared equally by those lot owners with access to their lots over the joint driveways. Where they exist, joint driveways shall be the only driveway constructed to the lots to which they lead. Access to joint driveways by any other lot shown on the Plat (May 1989) is prohibited without prior written approval from the Architectural Review Committee and the written consent of all owners of adjacent lots served by the joint driveway.

11. Easements:

A thirty (30) foot utility easement is adjacent to all roads and a fifteen (15) foot utility easement is reserved on both sides of all property lines except for the boundary lines of the river along the water's edge unless specifically noted on the Plat. Drainage easement areas are reserved as shown on the Plat and right-of-way easements are reserved over the common areas for the installation and maintenance of utilities, remote drain field lines and tanks, wells and water lines.

12. Hunting:

Riverwood is a wildlife sanctuary and no hunting shall be permitted on the Property.

13. Architectural Review Committee Authority:

All buildings, additions, walls, fences and other structures constructed or erected upon any lot shall be approved as to placement of buildings, landscaping and design in writing, by the Architectural Review Committee, prior to beginning any clearing or



construction. The Architectural Review Committee is authorized to approve, suggest modification or disapprove any plans, locations, materials or specifications on any grounds including aesthetics which the Architectural Review Committee in its sole discretion shall deem sufficient on the basis of the provisions of Attachment A to this Declaration. No alteration in the exterior appearance of any building or structure shall be made without prior written approval from the Architectural Review Committee.

14. Signs:

No sign of any type, including but not limited to For Sale or For Rent signs, shall be displayed to the public view on any lot, except as approved by the Architectural Review Committee. Also, on a jointly owned driveway, other owners of lots that have access to the same driveway must give written approval of a sign before the ARC can approve it. One construction sign per site is permitted to facilitate deliveries during construction. Such signs shall not exceed 18" square and shall be removed subsequent to substantial completion of the house.

15. Mailboxes:

Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review committee shall be permitted. The designs can be obtained from the Chairman of the Architectural Review Committee.

16. Satellite dishes and Window mounted Air Conditioners:

Exterior satellite dishes greater than twenty four inches (24) in diameter and window mounted or through-the-wall mounted air-conditioning units, except as approved by the Architectural Review Committee, are prohibited.

17. Clothes Lines:

Permanent clothes lines or other exterior permanent drying apparatus are not allowed if they are visible from roads or other lots, or from the Corrotoman River.

18. Swimming Pools:

Private swimming pools will be permitted upon approval of plans and specifications by the Architectural Review Committee.

19. Waste Containers and Exterior Heating/Cooling Equipment:

Waste containers and all heating and air conditioning equipment shall be screened from public view in a manner acceptable to the Architectural Review Committee. Electrical meters must be on side or rear walls and should be painted to match the siding or screened with shrubs.

20. Structure and Lot Appearance:

The exterior of all houses and other structures and landscaping on all lots are to be completed in accordance with plans and specifications approved by the Architectural Review Committee within 18 months after construction of same shall have commenced, except that extensions may be granted by the Architectural Review Committee. In the event any structure, landscaping, driveway or road is damaged or

destroyed during or after construction, the member shall make every reasonable effort to rebuild the structure or landscaping to its original condition as rapidly as possible, or, in any event, within 18 months of the date such damage occurs.

21. Waterfront Structures:

Architectural Review Committee approval is required prior to the construction of all docks, piers, gazebos, moorings, slips, shoreline erosion control devices or similar structures. Boathouses and commercial boating activities shall not be permitted.

22. Exemptions:

The Board of Directors may issue temporary or long term permits to exempt any prohibitions expressed or implied by this Declaration provided it acts in accordance with adopted guidelines and procedures and can show good cause.

23. Enforcement:

The Association or any member 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.

The Board of Directors shall have the power to assess charges in accordance with the law against any member for any violation of this declaration for which the member, family members, tenants, guests or other invitees are responsible.

Failure by the Board of Directors of the Association, the Architectural Review Committee or any member to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

24. Court Invalidation:

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

25. Right to Enter:

In the event any member fails to discharge his responsibilities as intended in the protective covenants, the Board of Directors of the Association, upon majority vote of the Board and after fifteen (15) days notification to the member, shall have the right to enter property to perform necessary maintenance, repair, restoration, remove any offending material, or to take such other remedial action as necessary to rectify the deficiency. Such action shall not be deemed as a trespass and the cost of same, when performed by the Association or its designees shall be added to and become part of the assessment to which the lot is subject.

26. Duration:

These covenants shall run with the land and shall be binding upon all lot owners, including their invitees, heirs, successors and assigns and all parties claiming through them until the next annual Association meeting, at which time these covenants shall automatically extend for incremental periods of one (1) year unless changed in whole or in part by a two thirds majority vote, as required by § 55-515.5(D) of the Code of Virginia, of the then property owners of record who are Association members in good standing.

**27. Amending This Declaration:**

**Authority:** Amending these Declarations will be accomplished by the written approval of at least two thirds of the owners of record who are Association members in good standing. Ownership of record for this process shall be determined to be those owners of Riverwood properties recorded at the Clerk's Office of the Circuit Court of Lancaster County, Virginia at the time the revised document is mailed for ratification by the membership.

**Procedure:** Proposed changes to the Declarations shall be provided to the last known mailing address of all registered owners together with an individual execution of agreement to the amendment to be signed by each owner. A required date for return will be specified. Individual execution of the agreement may be signed in counterparts and may be returned in person, by the U.S. Postal Service or other delivery service to the Association at P.O. Box 1035, Kilmarnock, Virginia 22482. When the required date for responding has expired, the Board of Directors will examine the responses and determine whether the proposed changes have gained the necessary two thirds majority for approval and will advise the membership accordingly. If approved, the Amended Declaration, with all signed individual executions of agreement, all of which together shall constitute the fully executed Amended Declaration, shall be registered at the Clerk's Office at the Circuit Court of Lancaster County, Virginia. The amended declaration may be signed in counterparts, all of which together constitute the fully executed amended Declaration.

Remainder of this page is intentionally left blank.

# **ATTACHMENT A**

## **ARCHITECTURAL AND SITE GUIDELINES FOR RIVERWOOD**

The following architectural and site guidelines are established for the enhancement and protection of property values for the community of Riverwood through the development of harmonious architectural styles and appealing home sites. This Attachment may be amended in the same way the Declaration is amended.

### **ARTICLE I: AUTHORITY**

The Riverwood Property Owners Association Architectural Review Committee (ARC) shall consist of one member of the Board of Directors of the Riverwood Property Owners Association and at least two members of the Association who shall be named in accordance with the bylaws of the Association. Requests to make modifications or improvements in Riverwood shall be submitted to the Chairman of the Architectural Review Committee.

The ARC has the sole authority to approve all improvements contemplated for properties in Riverwood. Such approval shall extend but not be limited to:

1. lot clearing
2. building placement, design and external appearance
3. external features such as driveways, walkways, dependencies and waterfront structures
4. subsequent changes to the external appearance of existing structures.

The plans for all lot improvements in Riverwood must be approved in writing by the ARC prior to any site clearing or beginning construction. No alteration in external appearance including color of any building or structure in Riverwood shall be made without ARC approval. The ARC is authorized by the Riverwood Property Owner's Association Board of Directors to approve, suggest modifications, or disapprove any plans, locations, materials, or specifications on any grounds including aesthetics.

The Architectural Review Committee has the sole authority to waive the requirements set forth herein, but may do so only when the intent and quality required of the design elements at Riverwood are satisfied. The Board of Directors and the Architectural Review Committee are indemnified against, and shall be held harmless by, the Association and each lot owner for any legal action caused by errors, omissions, or delays resulting from their deliberations. The Board of Directors and the Architectural Review Committee are not responsible for engineering, designing or constructing structures. Lot owners agree for their respective lot to indemnify and hold the Board of Directors and the ARC harmless from liability for any such responsibilities.

## **ARTICLE II: ARCHITECTURAL REVIEW SUBMISSION AND PROCESS**

**Responsibility:** Lot owners are responsible for gaining approval of construction or modification plans for their lots in Riverwood in accordance with the directions contained herein. Lot owners may authorize builders, architects or other professionals to act in their behalf, in which case lot owners must notify the Chairman of the ARC in writing of such designation.

**Local Code and Ordinance Compliance:** No architectural or site restriction contained herein exempts builders or lot owners within Riverwood from compliance with local, state and federal regulations governing development or construction. In the event of conflict between the restrictions contained herein and government regulations, the more restrictive shall apply.

**Submissions:** What follows is a chronological sequence of plan submission requirements to be sent to the Chairman of the ARC in order to gain approval before clearing, construction, or modification on any site in Riverwood.

**A. Site Plans:** Two sets of the site plan for the property, at a scale of 1"= 20' and of the quality and detail of a surveyed plat of the lot or lots where construction is to take place. The site plan must include, as a minimum, all building locations, driveways, parking areas, fences and walkways, swimming pool, any area(s) to be cleared, well site, drain field location(s), setbacks, easements, and side and rear yard lines. Particular attention shall be paid to the following details for the site plan submission:

- 1. Vegetative Buffer Zone:** A vegetative buffer zone (VBZ) is established within twenty-five feet of each side of all residential home site property lines for privacy and to protect and enhance the environment. In the VBZ no trees, bushes, or shrubs may be cut, regardless of size, without prior approval of the ARC. No permanent structures to include houses, decks, gazebos, fences, patios, pools, garages and the like may be erected or located without prior approval of the ARC. It is recognized that drain fields, utilities, piers, retaining walls and driveways may need to be installed within the VBZ with the prior approval of the ARC. The riparian rights of each owner are subordinated to the restrictions imposed on the VBZ whether or not it is stated in any deed or conveyance. Trimming vegetation to open views at or near the shoreline may be permitted but must comply with land use guidelines of Lancaster County in the waterfront setback area.
- 2. Driveways and Parking Areas:** Driveways and parking shall be laid out in an efficient and aesthetically pleasing manner. Curving

driveways are encouraged. Recommended materials that will be considered are asphalt, concrete, brick, blue or brown all weather crushed gravel and exposed aggregate concrete. Reddish gravel is prohibited. Culverts extending beyond the driveway must be covered with appropriate lawn or ground cover in order to minimize their visual impact.

Where they exist, joint driveways shall be the only driveways constructed to the lots that they are intended to serve. The driving surface of joint driveways generally shall be 12 to 15 feet in width unless a larger width is approved. The surface of joint driveways shall be blue or brown crushed stone (no larger than #5).

**B. ARCHITECTURAL PLANS:** Two sets of architectural plans to include floor plans; front, rear and side elevations; roof slopes; and total heated and cooled area, at a scale of not less than  $1/8" = 1'$  and in sufficient detail to determine the adequacy of the following structural requirements for Riverwood:

1. **Square Footage:** The minimum square footage of heated and cooled living areas for each dwelling on home sites 7, 8, 9, 10, 11, 12, 13, 14, 25, 26, 27, 28, 29, 30, 31, 32 & 33 shall be 2200 square feet and the minimum square footage for all other home sites in Riverwood shall be 1800 square feet. The total footprint of all buildings, including accessory buildings, proposed for any lot shall not cover more than twenty-five percent (25%) of the area of the lot. No accessory building (except guesthouses and garages) shall cover more than one hundred forty-four (144) square feet.

2. **Massing:** Thoughtful design and continuity of architecture are important for harmonious blending with the environment. Two-story "boxes" are to be avoided, and simple square forms are less preferable than "T" or "L" shapes. Porches, decks, cupolas, and balconies are welcome features. Both hipped and gabled roofs forms can be appropriate.

3. **Roof Pitch:** The minimum roof pitch permitted shall be 6' in 12' for one-story houses and 7.5' in 12' for two-story houses except that flats roofs of lesser pitches will be considered when they are part of an outstanding architectural design. As departures from the norm, they will be reviewed in the context of the total design of the house, its relationship to surrounding houses, and to the site.

4. **Windows:** A variety of windows may be appropriate. Windows grouped in twos, threes, or bays, or smaller windows in

some areas, may give a welcome design charm. Consideration should be given to the overall exterior balance of the house in the placement of windows. Window screens, storm windows, and storm doors must be white or painted to complement the trim color of the house.

5. **Detail**: Exterior architectural detail including trim and siding shall comply with the architectural theme of the design. A basic design may be appropriate if consideration is given to such details as trim around windows and doors, at the eaves, gables, roofs, porch columns, railings, or steps. Such consideration does not imply that very elaborate decorative elements are required.

6. **Exterior Walls and Colors**: Foundations may be constructed of masonry, finished or unfinished, brick, stucco, or stone. Unfinished masonry block foundations of all types must be parged. Open pier foundation construction shall be screened. Exterior walls may be constructed of brick, beaded siding, horizontal wood siding, unlaminated wood siding (including vertical board and batten), composition materials, or such other materials, as the Architectural Review Committee shall deem acceptable. House colors shall generally blend with nature and bright and jarring colors are not permitted. All exterior colors must be reviewed and approved by the Architectural Review Committee. In the event that this provision is violated, the Architectural Review Committee has the authority to have it corrected. This will ensure the color coordination within the community and help protect the investment of all lot owners.

7. **Elevations**: No elevation (front, side, rear) of any residence shall be of substantially inferior appearance to any other elevation of the residence. Because some houses will be viewed from water, adjacent lots, and roads, this requires lot owners to give as much attention to the design of the rear and sides of the house as is traditionally given the front.

8. **Amenities**: Freestanding storage sheds, workshops, garages, gazebos, playhouses or any other structures contemplated must be designed and located as an integral part of the house and its site plan. Such structures should be massed with the house generally, conforming in appearance and incorporating appropriate landscaping and walkways. They shall follow the same architectural style and use the same finish materials and colors.

9. **Fencing**: Fencing should be designed as an integral part of the house. "Accent" fencing as a part of an overall landscaping plan

may be used in the front yard only. Fencing of back yard areas should not come off the front corners of the house, but should extend from the back corners of the house. Chain link dog runs or fences are not permitted. Fencing for a front or side yard along a street must be picket style or of finished material and painted with a color compatible with the house and its trim. Back yard fencing not visible from the street should be 4"X6" or larger, treated wood posts and welded wire. Deck supports visible from the street should be 6"X6" treated wood posts or 12"X12" brick piers. 4"X4" treated wood posts may be used if they are concealed by lattice or other screening painted to match the colors of the house.

**10. Waterfront Structures:** ARC approval is required prior to construction of any dock, pier, slips, mooring, shoreline erosion device or any similar structure.

**C. PLAN APPROVAL PROCEDURES:** The ARC will review the material submitted in accordance with the above direction for its completeness and compliance with the above. Two weeks will be allowed for committee review. At the end of the two week period, the ARC will take one of the following actions in writing:

- 1) Approve the plans
- 2) Deny approval of the plans
- 3) Approve the plans subject to certain revisions
- 4) Give written notice of two week extension of the time to review the plans.

No construction activity of any kind, including site clearing, may commence prior to approval by the ARC. After final plan approval, no structure shall be altered, modified, or expanded during construction without the additional approval by the Architectural Review Committee.

**D. STAKE OUT REVIEW:** Prior to beginning any clearing or other construction activity, the lot owner must stake out the corners of the house as well as flag any other areas to be cleared or graded. A member of the Architectural Review Committee will then review the staking and flagging for compliance with the site plan that has been previously approved. In the event that the stake out does not comply with the approved site plan, the clearing or construction activity will be delayed until the defects have been corrected either by re-staking or re-flagging or the submission of an amended site plan for approval.

**E. DURING CONSTRUCTION OR REMODELING:**

1. **General:** Accessory buildings may not be constructed prior to the construction of the main residence without approval of the Board of



Directors. A portable toilet with ongoing maintenance will be placed on the lot when site clearing begins and shall remain until construction is complete.

2. **Existing Vegetation**: The intention of the Riverwood community is to preserve as much of each building lot in a natural state as possible without in any way interfering with the lot owner's reasonable use of his or her property. Approval of the site plan shall constitute authority to proceed with site clearing for initial construction on any lot. Should additional site clearing be deemed necessary to properly complete construction or to accommodate changes to the structure or other additions after initial construction, no trees greater than 6" in diameter may be removed from the site without the prior approval of the Architectural Review Committee and the Lancaster County authority. Tree protection measures must comply with the erosion control measures.
3. **Driveways**: Driveways leading from any main roads must use culverts approved and installed by the Virginia Department of Highways and Transportation. Joint driveways shall be constructed with minimum clearing of trees.
4. **Erosion and Sedimentation**: Lot owners are required to comply with "minimum criteria for erosion and sediment control" of the Virginia Erosion and Sediment Control Handbook, 1985 or subsequent edition, and all building code requirements of Lancaster County.
5. **Grading and Drainage**: Grading and drainage construction within the site shall be planned so that it does not affect other lots. Subsurface drainage may be required where necessary, to resolve unusual drainage conditions.
6. **Storage of Construction Materials**: Only usable construction materials may be stored on a construction site. Such materials must be neatly stacked and maintained within the boundaries of the site. During construction, an adequately sized trash container must be maintained at the construction site for all discarded construction materials and for the refuse and debris generated during construction. Containers must be removed, emptied, and replaced at the site in a timely manner to avoid any overflow. Construction vehicles shall be permitted on the lot only during construction.
7. **Damage to Roads**: Any damage to the road base, road shoulders or adjacent property caused by lot clearing or construction shall be repaired by the owner of the lot under construction.

8. **Utilities:** All electric, telephone, cable and other utility services shall be placed underground. Electrical meters must be on the side or rear walls and painted to match the siding or screened with shrubs.
9. **Heating/Cooling Equipment:** Exterior heat pump compressors, air conditioners and other heating, air conditioning, or electricity generating equipment shall be screened from public view.
10. **Construction signs:** With the exception of required regulatory signs, only one construction sign per site is permitted to facilitate deliveries during construction. Such signs shall not exceed 18" square and shall be removed upon substantial completion of the house.
11. **Mailboxes/Newspaper Boxes:** A standard mailbox/newspaper box and supporting post have been designed for the community. Only mail/newspaper boxes meeting the community design standards shall be permitted.
12. **Project Completion:** The exterior of all houses and other structures and landscaping on all lots must be completed in accordance with approved plans and specifications within 18 months after commencing construction, except that extensions may be granted by the ARC where such completion is made impossible or would result in hardship to the owner or builder due to strikes, casualty losses, national emergencies, or natural calamities. In the event any structure or landscaping is damaged or destroyed during or after construction, the member shall make every reasonable effort to rebuild the structure or landscaping to its original condition as rapidly as possible, or, in any event, within 18 months of the date such damage occurs.

### ARTICLE III: MAINTENANCE REQUIREMENTS

**Standards of Appearance:** Guidelines for appearance and maintenance are established by the Board of Directors of the Riverwood Property Owners Association and may be reviewed and modified from time to time. The Riverwood Property Owners' Association is empowered with the legal right to enforce appearance standards by the right to enter private property for the purpose of bringing such property to conformity, to make special assessments or to record property liens.

**Right to Enter:** In the event any member fails to discharge his or her responsibilities as intended in the protective covenants, the ARC, after fifteen (15) days notification to the member, shall have the right to enter upon said lot to perform necessary maintenance, repair, restoration, to remove any offending material or object, or to take such other remedial action as necessary to rectify the deficiency. Such action

shall not be deemed as a trespass and the cost of same, when performed by the Association or its designees, shall be added to, and become part of, the assessment to which the lot is subject.

**Maintenance and Appearance:** The owners are responsible for maintaining their respective lots in a clean and neat appearance prior to, during, and after construction of any structure thereon. All debris and refuse shall be kept in containers out of public view. All sites shall be maintained in a neat and orderly manner, including periodic cutting of grass and removal of debris and refuse.

September 10,2008

# BYLAWS OF

## RIVERWOOD PROPERTY OWNERS ASSOCIATION

### ARTICLE I NAME AND LOCATION

The name of the corporation is Riverwood Property Owners Association. The principal office of the corporation is in the County of Lancaster, Virginia. Meetings of the membership and the Board of Directors may be held at such other places within the Commonwealth of Virginia shall be determined by the Board of Directors, upon notice as required by these Bylaws.

### ARTICLE II DEFINITIONS

Section 1. Association shall mean and refer to the Riverwood Property Owners Association, its successors and assigns.

Section 2. Common Area shall mean all real property owned by the Association or designated as such on a recorded plat of survey of property within Riverwood Subdivision held for the common use and enjoyment of the lot owners.

Section 3. Declaration shall mean and refer to the Declaration of Covenants and Restrictions Applicable to all Property in Riverwood Subdivision as the same is originally written or as the same may be restated or amended.

Section 4. Initially Capitalized Words Certain initially capitalized words or terms not defined herein shall have the meaning as set forth in the Declaration.

Section 5. Lot shall mean and refer to any numbered lot depicted on a recorded subdivision plat of Riverwood Subdivision or any part thereof.

Section 6. Lot 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 Riverwood Subdivision, excluding those having an interest merely as security for the performance of an obligation.

Section 7. Member shall mean and refer to any owner of a lot.

Section 8. Membership shall mean and refer to two or more of the members.

Section 9. Recreational Facilities shall mean and refer to any swimming pool and tennis facilities, clubhouse, dock facilities, and any other athletic or recreational facilities constructed and maintained for the use of the lot owners or members.

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the membership shall take place on the second Saturday in October of each year. The Board of Directors shall set the time and place of the meeting.

Section 2. Special Meetings. Special meetings of the membership may be called upon the happening of one or more of the following:

(a.) The President shall call a special meeting if directed by resolution of the Board of Directors.

(b) The Board of Directors shall call a special meeting upon presentation of a petition signed by owners of twenty-five percent (25%) of all the votes of the membership.

Section 3. Notice of Annual or Special Meetings. Written notice of meetings of the membership shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, at least fifteen (15) days and no more than thirty (30) days prior to the meeting to each member, addressed to the member's last address appearing on the books of the Association or as provided by the membership. Such notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the purpose of the meeting, along with a statement of certain motions to be introduced for a vote of the membership at the special meeting shall be included with the notice. Notice of other meetings, such as meetings of Directors or of Committees shall be offered to members as called for by Section 55-510 of the Virginia Property Owners Association Act.

Section 4. Order of Business. The order of business at all meetings of the Association shall be substantially as follows:

- (a) Recording of attendees and establishment of quorum;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Discussion of budget or other matters, if applicable;
- (g) Election of members of the Board of Directors, if applicable;
- (h) Old business;
- (I) New business.

Section 5. Quorum. The presence at the meeting of members or proxies of members entitled to cast one-fourth (1/4) of the votes of the membership shall constitute a quorum for any action except as may be otherwise provided in the Articles of Incorporation, Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of the membership, each member whose right to vote has not been suspended may vote in person or by proxy. All proxies shall be in writing and in the form of proxy as approved from time-to-time by the Board of Directors. All proxies shall be revocable and shall automatically terminate upon conveyance by the member of the member's lot.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Association when present at such meetings. In absence of the President, the Vice-President shall preside over the meetings of the Association. The Secretary shall cause minutes to be kept of the proceedings. The current edition of Robert's Rules of Order shall govern conduct of all meetings of the Association when not in conflict with the Declarations, the Articles of Incorporation, these Bylaws or applicable law.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the corporation shall be managed and controlled by a Board of Directors of not fewer than five (5) nor more than seven (7) directors, all of whom shall be members of the Association. The Board of Directors shall be elected annually by a majority vote as defined in the Declaration.

Section 2. Term of Office. The term of office for Directors shall be one year. Single vacancies in the Board of Directors prior to the expiration of a term of office shall be filled by appointment by the remainder of the Board. Multiple vacancies and all vacancies caused by expiration of the term of office must be filled by a majority vote of the Association at the annual meeting or at a special meeting called for that purpose.

Section 3. Removal. Any Director may be removed from the Board of Directors for cause by a majority of the votes entitled to be cast at any meeting of the members of the Association, at which a quorum is present.

Section 4. Compensation. No Director shall receive compensation for any service the Director may render to the Association. A Director may be reimbursed for actual expenses in the performance of the Director's duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee, except that no nomination shall be required where members of the Board of Directors elect a successor. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairperson and two members of the Association, as appointed by the Board of Directors.

ARTICLE VI  
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly. All meetings of the Board of Directors shall be at a place, date and hour as may be fixed from time-to-time by resolution of the Board with written notice to all members of the meeting scheduled time and place. In the event meeting place, date or time are required to be changed, notice shall be given to Directors and members not less than five days before the time of the rescheduled meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held:

- (a) When called by the President of the Association;
- (b) When called by any two Directors.

Written notice of not fewer than five (5) days must be given the membership and to each Director until waived in writing.

Section 3. Organizational Meeting. Immediately following the annual meeting of the members, the newly elected Directors of the Board of Directors shall meet for the purpose of electing officers and conducting such other business as determined by the Board of Directors.

Section 4. Quorum. A majority of the number of Directors elected and serving 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 of Directors.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and Publish Rules. Adopt and publish rules to further expand and define the provisions of the Articles of Incorporation, the Declaration and these Bylaws, and to establish penalties and fines for infractions, in accordance with Article X of these Bylaws;

(b) Suspend Voting Rights. Suspend the voting rights and right to use of the common area or recreational facilities of a member during any period in which the member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules, the Bylaws, the Articles of Incorporation or the Declaration;

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

(d) Declare Director's Position Open for Absences. Declare the position of a member of the Board of Directors to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a Manager. Employ a manager, independent contractor, and such other employees as the Board of Directors may deem necessary, and to define their duties;

(f) Further Powers. Exercise such further powers as may be granted or reserved by the Declaration.

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

(a) Availability of Records. Cause to be kept a complete record of all its acts and corporate affairs, and cause the books and records kept by or on behalf of the Association to be available for examination by a member in good standing during reasonable business hours and upon five (5) days written notice and as otherwise prescribed pursuant to Section 55-510 of the *Code of Virginia*, 1950, as amended (the Virginia Property Owners= Association Act).

(b) Supervise Officers. Supervise all officers, agents and employees of this Association;

(c) As Provided in the Declaration. As more fully provided in the Declaration, to:



- (i) Send Notice to Assessments. Send written notice of each assessment to every lot owner subject thereto as least thirty (30) days in advance of each annual assessment period;
- Declaration; and
- (ii) Fix Late Charges. Fix the amount of late charges as provided in the
- (iii) Foreclose Liens. Foreclose the lien against any lot for which assessments are not paid within forty (40) days after the due date, or bring an action at law against the lot owner personally obligated to pay the same.
- (d) Disclosure Package. Upon receipt of written request and payment of a fee to the Association in an amount not to exceed that permitted by the Virginia Property Owners Association Act (\$100.00 as of the effective date of these Bylaws), as amended from time to time, cause the preparation of a disclosure package pursuant to Section 55-512 of the *Code of Virginia*, 1950, as amended, and issue such disclosure package to any lot owner after no more than fourteen (14) days;
- (e) Certify Status of Assessments. Cause a designated representative to issue, upon request by any lot owner, agent, contract purchaser or mortgagee, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of such certificates. If a certificate states that an assessment has been paid, such statement shall be conclusive evidence of such payment.
- (f) Obtain Insurance. Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association;
- (g) Bond Officers. Cause all officers, agents, employees having fiscal responsibilities to be bonded, if such bond shall be reasonably available;
- (h) Maintain Areas. Cause the common area, recreational facilities and any other areas for which the Association is responsible to be maintained in a first class manner;
- (i) Determine Fiscal Year. Determine the fiscal year of the Association.
- (j) Interpretation. Further interpret these Bylaws and govern and construe them in accordance with the laws of the Commonwealth of Virginia.
- Declaration. (k) Further Duties. Perform such further duties as may be imposed by the

## ARTICLE VIII

### OFFICERS

Section 1. Designation of Officers. The officers of the Association shall be a President, Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect a Vice President and such other officers as the affairs of the Association may require

Section 2. Election of Officers. The officers of the Association shall be elected at the organizational meeting as described in Article VI, Section 3.

Section 3. Term and Duties. The Board of Directors shall elect any officers of the Association annually and each shall hold office for one (1) year unless any officer shall resign, shall be removed, or shall otherwise be disqualified to serve. The officers shall have such authority and perform such duties as the Board may determine.

Section 4. Resignation and Removal. Any officer may be removed from office by a majority affirmative vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at such later time as may be specified therein.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer whose position has been replaced.

Section 6. Duties. The duties of the officers are as follows, in addition to any other duties imposed by the Board under Section 3 of this Article.

(a) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The person holding this office shall see that directives and resolutions of the Board are carried out.

(b) Secretary. The Secretary shall cause a record of votes and other proceedings at all meetings of the Association and the Board of Directors to be kept; cause the keeping of the corporate seal of the Association and affix it on all papers requiring a seal; cause notices of meetings of the Board of Directors and of the members to be made and mailed; cause the keeping of appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be delegated by the Board.

(c) Treasurer. The Treasurer shall cause the keeping of full and accurate financial records and books of account showing all receipts and disbursements of such funds, as

approved by the Board of Directors. The Treasurer shall cause the deposit of all monies in the name of the Association, and such depositories as may from time-to-time be designated by the Board of Directors; cause an annual audit of the Association books to be made at the completion of each fiscal year; cause the preparation of an annual budget, and presentation of such budget at the regular annual meetings; and provide a statement of income and expenditures to members as requested.

(d) Signature Authority. All agreements, contracts, deeds, leases, checks, and other instrument of the Association shall be executed by an officer of the Association or other person as may be designated by the Board of Directors.

## ARTICLE IX COMMITTEES

Section 1. Appointment. The Board of Directors shall appoint an Architectural Review Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint such other committees as they deem appropriate in carrying out the purposes of the Association.

## ARTICLE X ENFORCEMENT

Section 1. Fines. The Board of Directors shall have the power to assess and impose fines against members for any violation of the Declaration, or rules duly promulgated by the Board of Directors for which such member or the family members, guests, or other invitees of the member are responsible. Before any fine may be assessed, the member shall be given a hearing by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the member at the member's address shown on the records of the Association, at least fourteen (14) days prior to the hearing date. The notice shall specify the violation in reasonable detail. No fine shall exceed \$50.00 for a single violation or \$10.00 per day for a violation of a continuing nature or as may otherwise be provided for Section 55-513 of the *Code of Virginia*, 1950, as amended. Fine for an offense of continuing nature may be assessed daily from the date of the hearing until the violation is cured, without further hearing. Any fine imposed shall constitute a lien on the lot of the lot owner, and shall be subject to the provisions for collection of such fine as set out in the Declaration. The Board of Directors may waive the imposition of a fine after notice of a hearing if the violation is cured before the date of the hearing, but no such waiver shall be deemed a waiver of the right to impose a fine for later violations of a similar nature.

ARTICLE XI  
AMENDMENTS

Section 1. Amendment by Directors. The Board of Directors shall have the power to amend these Bylaws by a unanimous vote of the Directors at a duly called regular or special meeting of the Board of Directors. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's Bylaws, within sixty (60) days of notice of the amendment of the Bylaws, shall rescind the Bylaws amendment.

Section 2. Amendment by Members. The members may amend the Bylaws at a duly called regular or special meeting of the members, by a majority of the votes entitled to be cast at such meeting at which a quorum of members is present in person or by proxy.

Section 3. Controlling Instrument. If there is a conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; if there is a conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the Riverwood Property Owners Association have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 2008.

Gordon Winfield, President

Joseph Timmins, Vice President

Robin Landry

Melvin Reamy

Roger Sherman

THIS DOCUMENT HAS BEEN VERBALLY APPROVED BY THE BOARD AND WILL BE OFFICIALLY APPROVED AND SIGNED AT ITS NEXT MEETING ON SEPTEMBER 20, 2008 AT THE RIVERWOOD HOME OF ROGER SHERMAN.