

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE ST. MARY'S COMMUNITY ASSOCIATION, INC..

ARTICLE 1

DEFINITIONS

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

(a) Association shall mean St. Mary's Community Association, Inc., a Virginia non-profit corporation, its successors and assigns, as hereafter created and established in accordance with Section 3 of Article 11.

(b) Common Property" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Property The term Common Property" shall also include' any personal property acquired by the Association if said property is designated a "Common Property All Common Property is to be devoted to and intended for the common use and enjoyment of the Proprietor, Residents their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.

(c) Family Dwelling Unit" shall mean any subdivided parcel of land that is improved or for which a building permit has been issued by the appropriate governmental authorities, which parcels intended for use as a single family detached dwelling.

(d) Member shall mean and refer to all those defined in Section 1 of Article 11 as Members of the Association created in accordance with Section 3 of Article 11.

(e) Owner shall mean and refer to the record owner shown by of the records in the Office of the Clerk, Circuit Court Powhatan County, Virginia, whether one or more persons or entities, of fee simple title to any Residential Lot or Family Dwelling Unit situated upon, St. Mary's, including the Proprietor but excluding those having such interest merely as security for the performance of an obligation. In the event that the Clerk's records disclose a long-

tern contract of sale covering any Residential Lot or Family Dwelling Unit within St. Mary' s, the Owner of such Residential Lot or Family Dwelling Unit shall be the Purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the Purchaser is required to make payments for a period extending beyond nine (9) months from the date of the contract, and v.'here the Purchaser does not receive legal title to the property until such payments are made, although the Purchaser. is given the use of said property.

(f) Proprietor" shall mean Jones Creek Associates, Limited Partnership, its successors and assigns.

(g) Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including, without limitation : the levy of any Special Assessment; the increase of the Maximum Regular Annual Assessment in excess of that provided for herein; and the addition and deletion of functions or services which the Association is authorized to perform. In the event a majority of the votes actually returned to the Association within the specified time , which shall not be less than 15 calendar days, shall be in favor of such action, the Referendurn shall be deemed to "pass*" and the action voted upon will be deemed to have been authorized by the Members, provided, however, that if a higher percentage required to "pass" or a longer period of time far receipt of votes shall be specifically expressed herein, that higher percentage or longer period shall control in that instance.

(h) Resident" shall mean and refer to each Owner and Tenant of a Family Dwelling Unit who resides in St. Mary' s.

(i) Residential Lot" shall mean any subdivided parcel of land located within St. Mary' s for which no building permit has been issued by the appropriate governmental authorities and which parcel . is intended for use as a site for a Family Dwelling Unit as shown upon any recorded final subdivision plat of .any part of St. Mary' s . For purposes of these covenants (and the assessments under Article V. hereafter) no parcel shall, however, be classified as a Residential Lat until the first day of the quarter of the year following the recording of a plat i_n the Clerk's Office of the Circuit Court of Powhatan County, Virginia, showing such Residential Lot .

j) "St. Mary's shall mean the lands in Powhatan Codnty, Virginia, referred to as the Existing Property in Article 11 hereof and therein described and additions thereto, as are subject to this

Declaration or any supplemental declaration under the provisions of Article II hereof.

(k) Tenant shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit, provided that the lessor has submitted the name of such lessee and the duration of such tenancy to the Secretary of the Association.

" Unsubdivided Land" shall mean all land identified as the Existing Property in Article II hereof and such additions as are subjected to this Declaration or any supplemental declaration under the provisions of Article II which has not been subdivided into Residential Lots. For the purposes of this Declaration the following classifications of " property shall not be deemed Unsubdivided Land":

(1) All lands committed to the Association through express, written notification by the Proprietor to the Association of intent to convey to the Association;

(2) All lands designated, in any way, as Common Property .

ARTICLE 11

Section 1 . Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration is described as follows :

All that tract or parcel of land, situated, lying and being in Powhatan County, Virginia, which is more particularly described in Exhibit " A " attached hereto and by specific reference made a part hereof , and as shown on a plat of subdivision recorded in the Clerk' s Office, Circuit Court, Powhatan County in Plat Cabinet E, Slides 8-10.

Section 2. Additions to Existing Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

a) During the Period of Development (as defined in Section 3 of this Article II) the Proprietor shall have the right without further consent of the Association or any Owner to bring additional adjoining or adjacent property within the plan and operation of this Declaration regardless of the fact that such actions may alter the relative maximum potential voting strength of members of the Association . The additions shall be made by filing a Supplementary Declaration of

Covenants and Restrictions with respect to the additional property which, shall extend the operation and effect of these Declarations to such additional property.

(b) The Supplementary Declaration may contain such additions and modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Proprietor, to reflect the different character, if any, of the properties, but such modifications shall have no effect on the property described in Section I, Article 11 above.

Section 3 . Creation of Property Owners' Association. The proprietor covenants and agrees to create and establish a property owners association to be named St. Mary's Community Association, Inc. (the " Association") which shall be a Virginia non-profit organization. Once created, the Association shall operate in accordance with the provisions of this Declaration of Covenants and Restrictions of St. Mary's Community Association, Inc. , and the Association and its members shall be subject to the procedures, regulations, rights and obligations set forth herein. The proprietor covenants and agrees to create the Association prior to the conclusion of the Period of Development, which shall end (a) six (6) years from the date of the sale of the first Residential Lot or (b) on the date of the closing of the sale of the thirtieth (30th) Residential Lot and Family Dwelling Unit, whichever shall first occur.

ARTICLE 111

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership . Every Owner shall be a Member of the Association . The Proprietor shall be a Member of the Association for so long as it is either an Owner or a record owner of any lot, parcel or undivided land, or interest therein, situated within St. Mary/s. The Association may issue to each Member a membership card which shall expire upon the sale or transfer by an Owner of his property in St. Mary' s.

Section 2 . Voting Rights. (a) The Association shall have one class of voting membership.

(b) Every Member shall be entitled to one (1) vote for each Residential Lot, Family Dwelling Unit, or Undivided Land owned . When more than one person or entity holds an interest in any Residential Lot, Family Dwelling Unit/ or Undivided Land, all such persons or entities shall collectively determine how the vote for each

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such lot, land, or unit shall be cast. In no event shall more than one vote be cast with respect to any such lot, land, or unit.

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

(d) The voting rights of any Owner may be assigned by said Owner to the Tenant of the Family Dwelling Unit to which such voting rights appertain.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of three (3) five (5) , or seven (7) members. Initially, the Board shall consist of three (3) members, with the number and terms of such Directors in subsequent years to be determined .in accordance with the provisions of the Articles of Incorporation of the Association.

Section 4. Election of the Board of Directors. Each Member shall be entitled to as many votes as equal to the number of Directors to be elected. Voting will be cast by statutory voting, thus, no more than one vote per Director will be allowed. All votes must be cast in whole numbers and not fractions thereof.

(b) For the purposes of this formula, the number of Residential Lots or Family Dwelling Units owned by each member shall be determined by the Board of Directors as of the day preceding the date that the notice of the meeting of the members at which the Board of Directors is to be elected is mailed.

Section 5 . Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members or some specific portion thereof shall have the power to approve or reject by referendum certain actions proposed to be taken by the Association including, without limitation , the levy by the Association of any special assessment, the increase of maximum assessments. by the Association in excess of that provided for herein, and the addition or deletion of functions or services which the Association is authorized to perform. In the event sixty-six (66) per cent or more of the votes actually returned to the Association within the specified time shall be in favor of such action voted upon, such action will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. Members may require a Referendum of any action of the Board of Directors by

presenting to the Secretary of the Board within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty-five (25%) percent of the Members.

Section 6. Quorum* Notice. The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast twenty-five (25) percent of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-laws of the Association. However, when the proposed action is the Amendment of this Declaration, the quorum requirement established by Article VI II, Section 2 shall govern. For the purposes of this section, "proper notice" shall be deemed to be given when given in accordance with Article VI II, Section 3 to each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

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

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

ARTICLE. IV

PROPERTY RIGHTS IN THE CO-OWNED PROPERTY

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Section 1 . Members Easements of Enjoyment in Common Property

(a) Subject to the provisions of these Declarations, the rules and regulations of the Association, and any fees or charges established by the Association, every Member , and every guest of such Member shall have a right of easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Residential Lot, Family Dwelling Unit or Unsubdivided Land.

(b) A Member' s Spouse and children who reside with such Member in St. Mary' s shall have the same easement of enjoyment hereunder . as a Member.

(c) An Owner's right of easement of enjoyment in and to the Common Property may be assigned by the Owner to the Tenant of the Family Dwelling Unit to which such easement is appurtenant, provided the Owner submits notice of such assignment to the Secretary of the Association.

(d) In those instances where a Residential Lot or Family Dwelling Unit or other property in St. Mary' s is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint owner , Tenants and corporations shall annually appoint no more than three (3) persons as the "Primary Members Such Primary Members shall have the same easement of enjoyment in the Common Property as Members who own or occupy such property singularly.

Section 2 . Title to Common Property . (a) The Proprietor covenants for itself , its successors and assigns, that it shall convey to the Association, at no cost to the Association, by deed those parcels of land described in Section 4 of this Article IV, within two (2) years of the date of creation of the Association. Upon such conveyance the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association' s Board of Directors subject to the Declaration of Rights , Restrictions, Affirmative Obligations , and Conditions Applicable to All Property in St. Mary' s.

(b) Common Property shall be conveyed in large or small parcels from time to time and in such sequence as determined in the sole discretion of the Proprietor.

(c) All said parcels of land may be conveyed to the Association subject to:

(1) All Restrictive Covenants of record at the time of the conveyance .

(2) All existing mortgages; and

(3) A reservation by the Proprietor of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgage s affecting property conveyed to the As sociation shall continue to be the sole obligation of the proprietor . Notwithstanding anything in the foregoing to the contrary, the Proprietor shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreement-s existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penal until such time as said prohibition may be nullified.

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

(a)The right of the Association, in accordance with its by-laws, to borrow money from the Proprietor or any lender for the purpose of improving or maintaining the Common Property , and providing services authorized herein and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Conunun Property against foreclosures; and

(c) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any lⁱfernber . for any period during which the payment of any assessment against property owned by such Mernber remains delinquent, and for . any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessrment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member t s obligation to pay the assessment, provided, however , that such right of the Association shall not be construed to impair or qualify the Proprietor' s rights of ingress and egress to its property.

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(d) The right of the Proprietor or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements -on any part of the Common Property .

(e) The right of the Association to give or sell all or any part of the Common Property to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property prior to the recording thereof . Such certificates shall be conclusive evidence of authorization by the membership. .

Section 4. The Proprietor covenants for itself , its successors and assigns that it shall convey r subject to all restrictions and limitations of record, the Association, by deed, certain properties designated as "Common property" on plats filed for recordation in the Office of the Clerk of the Circuit Court of Powhatan County , Virginia (the 'Clerk' s Office") , which shall include at least 4/10 of an acre at the main entrance of St. Flary ' s as designated on the subdivision plats recorded in the Clerk* s Office. The Proprietor may but shall not be required to convey to the Association additional area or facilities in its sole discretion.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Proprietor covenants, and each Owner of any Residential Lot and Family Dwelling Unit, whether or not it is so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges, and (b) Special Assessments or charges for the purposes set forth in this Article, such Annual and Special Assessments to be fixed, established and collected from time to time as hereinafter provided . The Annual and Special Assessments together with such interest thereon

and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment (together with interest and cost of collection) shall also be the personal obligation of the Owner of such real property at the time when the assessment first became due and payable. in the case of co-ownership of a Residential Lot or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment interest and collection cost.

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

Section 3 . Maximum Regular Annual Assessment. The Maximum Regular Annual Assessment, as set forth in the schedule herein below shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than the Maximum Regular Annual Assessment, it may levy such lesser assessment. The levy of an assessment less than the Maximum Regular Annual Assessment in one (1) year shall not affect the Board' s right to levy an Annual Assessment equal to the Maximum Regular Annual Assessment in subsequent years. If the Board of Directors shall levy less than the Maximum Regular Annual Assessment for any assessment year and thereafter, during such

assessment year, determines. that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Assessments for that year exceed the applicable Maximum Regular Annual Assessment.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any one (1) year or in any one (1) year and all subsequent years , it may call a Referendum requesting approval of a specified increase in the Maximum Regular Annual Assessment for either one (1) year only, or for that one (1) year and all subsequent years. Should a majority of the votes cast in such Referendum be in favor of such Referendum, the proposed increased Maximum Regular Annual Assessment shall be deemed approved and may be levied by the Board. An increase in the Maximum Regular Annual Assessment for one (1) year only pursuant to a Referendum taken shall in no way affect the Maximum Regular Annual Assessment for subsequent years or increases thereof in subsequent years .

(a) The Maximum Regular Annual Assessment shall be the sum calculated in accordance with the following schedule, and as may be increased pursuant to referendum, as set forth immediately above:

<u>Pro ert T e</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lot	\$ 25.00
Unsubdivided Land	\$ 10. 00 per acre
Family Dwelling Unit	\$ 100. 00

(b) As sessments shall be billed annually, quarterly, monthly, in advance, or on such other basis as may be determined by the Board of Directors. The billing schedule shall be the same for all properties of a specified category , however , the Board' of Directors, in its discretion, may establish different schedules for the billing of assessments due from different categories of property . All assessment bills shall be due and payable n'inety (90) , thirty (30) , or fifteen (15) days from the date of mailing of sarne as determined by the Board of Directors .

(c) The Board of Directors may authorize a Billing Agent to collect the Assessments provided for herein.

Section 4 . Special Assessments for Improvements and Additions

(a) In addition to the Maximum Regular Annual Assessment authorized by Section 3 hereof, the Association may levy a Special Assessment, for the following purposes:

(1) Construction or reconstruction, repair or replacement of capital improvements upon the Common Property. including -the necessary fixtures and personal property related thereto;

(2) For additions to the Common Property;

(3) To provide for the necessary facilities and equipment to offer the services authorized herein;

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

(b) Such assessment before being charged must have received the assent of two-thirds (2/3 s) of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one (1) statement from the Directors favoring the Special Assessment and one (1) statement from those Directors opposing the Special Assessment containing the reasons for those Directors support and opposition for the assessment. Neither statement shall exceed two (2) pages in length.

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

(d) The proportion of each Special Assessment to be paid by the Owners of assessable property shall be equal to the proportion of the Annual Assessments made for the assessment year during which such Special Assessments are approved by the Members .

Section 5 . Reserve Funds. The Association may establish reserve funds from its Annual Assessments to be held in reserve in an interest-bearing account or investments as a reserve for:

a) Major rehabilitation or major repairs;

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

(c) Initial costs of any new service to be performed by the Association;

Section 6 . Quorum for any Action Authorized Under This Article. The quorum required for any action authorized to be taken by the Association members under this Article shall be as provided in Article 11 i, Section 6 of these Declarations .

Section 7 . Duties of the Board of Directors. The Board of Directors shall fix the amount of the Assessment against each Residential Lot and Family Dwelling Unit and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the Office of the Association and which shall be open to inspection by any member . Written notice of assessment shall thereupon be sent to every member subject thereto.

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

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Assessment is not paid on or before the past-due date as determined

and established by the Board of Directors of the Association, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns.

The Association shall have all remedies available to it under law and may bring an action at law against the Owner personally for such delinquent assessments and there shall be added to the amount of such assessment reasonable attorney's fees, costs and interest .

Section 9 . Subordination of the Lien to Deeds of Trust. The Lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust now or hereafter placed upon the properties subject to assessment. In the event a creditor acquires title to the property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall not be subject to assessments . Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

Section 10. Exempt , Property . The following property , individuals , partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All lands c onunitted to the Association through express, written notification by the Proprietor to the Association of intent to convey to the Association;

(c) All lands designated on plats filed for recordation in the Clerk' s Office as " Common Property' ;

(d) Property which is used for the maintenance, operation, and service of facilities within Cornrnnon Property;

(e) . Property which is used for the maintenance, operation, and service of utilities within St. Mary' s;

(f) . Property which is acquired by a creditor pursuant to foreclosure or any other proceeding or deed, in lieu of foreclosure, provided r however, that such property shall not be exempted from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner.

Section 11. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association provided, however , that this requirement shall be construed to apply only to creditors of more than One Thousand Dollars (\$1,000. 00) . Such Officer shall furnish, in person or by mail, to each Member of the Association making a written requést a copy of such statement within thirty (30) days after receipt of such request.

Section 12. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the: first day of the following fiscal year, a budget outlining anticipated receipts, expenses, and disbursements for the following fiscal year. .

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Con-union Property. The Association shall be authorized to own and maintain Common Property, equipment, furnishings, and improvements devoted to the following uses:

(a) For open space areas, to maintain and enhance the conservation of St. Mary's natural resources, pastoral beauty and native wildlife;

(b) For security and fire protection services including security stations, maintenance buildings, guardhouses police equipment and fire fighting equipment, and buildings used in maintenance functions;

(c) For providing any of the services which the Association is authorized to offer under Section 2 of this Article VI; and

(d) For purposes set out in deeds by which Common Property are conveyed to the Association.

Section 2. Services. The Association shall be authorized but not required to provide the following services:

(a) Cleanup and maintenance of Common Property within St. Mary's and all public properties which are located within or in a reasonable proximity to St. Mary's such that their deterioration would affect the appearance of St. Mary's as a whole;

(b) Landscaping of any Common Property;

(c) Lighting of roads, sidewalks and walking paths throughout St. Mary's;

(d) Police protection and security, including, but not limited to the employment of police and security guards maintenance of electronic and other security devices and control centers for the protection of persons and property within St. Mary's, and assistance in the apprehension and prosecution of persons who violate the laws of Virginia within St. Mary's;

(e) fire protection and prevention;

(f) Garbage and trash collection and disposal;

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

(h) The services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business;

(i) To take any and all actions necessary to enforce all Covenants and Restrictions affecting St. Mary's and to perform any of the functions or services delegated to the Association in any Covenants or Restrictions applicable to St. Mary's;

(j) To set up and operate an Architectural Review Board in the event that the Association is assigned such function by the Proprietor;

(k) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

(l) To provide safety equipment for storm emergencies;

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

(n) To provide administrative services, including, but not limited to: legal, accounting and financial; and communication services informing Members of activities notices of meetings, referendums, etc. incident to the above listed services.

(o) To provide liability and hazard insurance covering improvements and activities on the Common Property;

(p) To provide water sewage and any necessary utility services not provided by a public body or private utility or the Proprietor.

Section 3 . Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article . The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members . The functions and services which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of two-thirds (2/3 s) or more of those voting in a Referendum conducted by the Board of Directors under the same procedures as for a Special Assessment.

Section 4 . Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized

functions. The Proprietor may, but shall not be required to, make loans to the Association, subject to approval by the Proprietor of the use to which such loan proceeds will be put, and the terms pursuant to which such loans will be repaid . Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the Regular Annual Assessment at any time there are outstanding any amounts due the Proprietor as repayment of any loans rnade by the Proprietor to the Association .

ARTICLEVII

ARCHITECTURAL CONTROL

In the event the proprietor assigns the Association the function of architectural control, an Architectural Review Board shall be established by the Association.

The Architectural Review Board shall be composed of at least three (3) but not more than seven (7) Members, all of whom shall be appointed by the Board of Directors of the Association and shall serve at the direction and pleasure of the Board of Directors.

ARTICLE VI 11

GENERAL PROVISIONS

Section 1. Duration . The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the proprietor or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. After that time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of Lots substantially affected by a change in covenants has been recorded agreeing to the change in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the _ plats which subdivided the property irrunediately abutting the property shown on plats identified in (a) above, recorded in the Clerk' s Office.

Section 2 . Amendments. The Proprietor specifically reserves the right to Amend this Declaration or any portion hereof, on its motion, from the date hereof until December 31 r 1996 , so long as the voting

power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised. Thereafter, the procedure for Amendment shall be as follows:

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

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the Members or proxies entitled to cast fifty (50) per cent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting , subsequent meetings may be called for the purpose of taking such action, subject to the giving of proper notice, and there shall be no quorum requirement for such subsequent meetings.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association' s Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants of a Residential Lot or Family Dwelling Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Anyone who becomes a Member following the first day in the calendar month in which said notice is

mailed shall be deemed to have been given notice if notice was given to such person or entity' s predecessor in title.

Section 4 . Enforcement . Enforcement of these Covenants and Restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants; and failure by the Association or any Member or the Proprietor to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5 . Severability. Should any Covenant or Restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable / for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof , such judgment shall not affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Internretation . The Board of Directors shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions , and to construe and interpret it-s provisions and its deterlnination, construction or interpretation, shall be final and binding.

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

Section 8 . Limited Liability . In connection wit. h all rev 1 ews , acceptances t inspections, permissions consents or re- required approvals by or from the Proprietor contemplated under this Declaration, the Proprietor shall not be liable to an Owner or to any other person on account of any claim, liability, damage , or expenses suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances , inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9 . Termination of Association . In the event the Association ceases to exist or function, or in the event that this

Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Property belonging to the Association at the time of such adjudication shall revert to the Proprietor, and the Proprietor shall own and operate said Common Property as Trustee

for use and benefit of Proprietor as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of record Eng of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VI Il, Section 1, all Common Property owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Powhatan County Virginia, which Trustee shall own and operate said Cornmon Property for the use and benefit of Owners within St. Mary' s as set forth below:

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

(b) The Annual Assessment which may be charged by the Proprietor or Trustee hereunder on any particular Lot or parcel shall be increased each year as provided in Article V, Section 3, (f) .

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

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

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

(f) The Trustee shall have the power to dispose of the Common Property free and clear of the limitations imposed hereby ; provided, however, that such disposition (1) shall first be approved in writing by fifty-one (51%) per cent of the Owners of property within St. Mary' s; or (2) shall be found to be in the best interest of the Owners of property within St. Mary' s by the Circuit Court of Powhatan County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property; then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of St. Mary' s, then for the payment of any obligations distributed among the Owners of property within St . Mary' s, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Regular Annual Assessment on property owned by a particular Owner bears to the total Maximum Regular Annual Assessments for all property located within St. Mary's. .

Dated this 3rd day of January, 1991.

ST. MARY ' S COMMUNITY ASSOCIATION ,
INC. , a V • rg • nia corporation,



Oe H. Harriss
President

*STATE OF VIRGINIA:

City of Richmond, to wit:

I, the undersigned, a Notary Public in and for the city and State aforesaid, do hereby certify that O. H. Harriss, whose name as President of ST. MARY ' S COMMUNITY ASSOCIATION, INC. , a Virginia corporation, is signed to the foregoing document bearing date of January 3 , 199 1 , has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 3rd day of January, 1991.

Notary Public

My Commission expires: November 4 1991

VIRGINIA: In the Clerk's office of the Circuit Court of the

County Powhatan day this document ^{9EL} presented, and with certificate of acknowledgement thereto annexed, admitted to record

at 8:30 o'clock A. M. and PAYMENT of \$ _____ tax imposed by Sec. 58.1-802 received. State Tax \$ _____ County Tax \$ _____

Teste: [Signature], Clerk

Exhibit A"

ALL those certain lots, pieces or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in Powhatan County, Virginia, shown and designated as Lots 2, 3, 8, 10, 11, 12, 13, 14, 15, 16, 36, and 37, Phase I, St. Mary's, on subdivision plat of St. Mary's, Phase I, prepared by J. K. Timmons & Associates, P. C., Architects-Engineers-Surveyors, dated August 17, 1990, and recorded December 11, 1990, in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, in Plat Cabinet E, Slides 8- 10, to which plat reference is made for a more particular description .

BEING a portion of the same property conveyed to Jones Creek Associates, Limited Partnership, by deed from O. Paul Higgins, 111, Administrator c.t.a. of the Estate of Rose Higgins Ragland, deceased, and O. Paul Higgins, 111, Custodian for Obed Paul Higgins, IV, and O. Paul Higgins, 111, Custodian for Asheton Scott Higgins, dated October 12, 1989 and recorded November 14, 1989, in the Clerk's Office, Circuit Court, Powhatan County, Virginia, in Deed . Book 216, page 111 .

VIRGINIA: In the Clerk's office of the Circuit Court of Powhatan County the 16th day of January 1991 this document Exhibit A presented and with certificate of acknowledgement thereto annexed, admitted to record at 8:36 o'clock A. M. and PAYMENT of \$ _____ tax imposed by Sec. 58.1-802 received. State Tax \$ _____ County Tax \$ _____

Teste: [Signature], Clerk

"EXHIBIT A"

ST. MARY'S COMMUNITY ASSOCIATION, INC
CUMULATIVE VOTING ADDENDUM

AMENDMENT: Declarations of Covenants and Restrictions of the St. Mary's Community Association, Inc. Article 111, Section 4. Election of the Board of Directors

EFFECTIVE DATE OF AMENDMENT: March 15, 2025

DATE OF MEETING TO ADOPT AMENDMENT: September 29, 2024

DATE THAT MEETING NOTICE WAS GIVEN: August 22, 2024

TOTAL NUMBER OF VOTES OF ASSOCIATION MEMBERS: 33

TOTAL # VOTES REQUIRED FOR QUORUM AT ASSOCIATION MEETING: 11

NUMBER OF VOTES REQUIRED TO ADOPT AMENDMENT: 22

TOTAL NUMBER OF VOTES CAST IN FAVOR OF AMENDMENT: 29

TOTAL NUMBER OF VOTES CAST AGAINST AMENDMENT: 4

"EXHIBIT B"

Date: March 3, 2025

To: Powhatan County Circuit Court

From: John Hagerty – President St. Mary's Community Association

Subject: Change to Covenants

We are submitting the below changes to the St. Mary's Community Association Covenants.

Document to change:

- Declaration of Covenants and Restrictions of the St. Mary's Community Association, Inc. – Article III, Section 4 (Election of Board of Directors), which reads;

"Section 4. Election of the Board of Directors, (a) Each Member shall be entitled to as many votes as such Member multiplied by the number of Directors to be elected. All such votes may be cast for any one (1) director or may be distributed among the number to be elected, or any two (2) or more of them, provided, however, that all votes must be cast in whole number and not fractions thereof. This right, when exercised, is termed cumulative voting."

- Wording for Article III, Section 4 shall be changed to the following.

Section 4. Election of the Board of Directors. Each Member shall be entitled to as many votes as equal to the number of Directors to be elected. Voting will be cast by statutory voting, thus, no more than one vote per Director will be allowed. All votes must be cast in whole numbers and not fractions thereof.

Thank you,

John Hagerty
President, St. Mary's Community Association

INSTRUMENT 202500651
RECORDED IN THE CLERK'S OFFICE OF
POWHATAN CIRCUIT COURT ON
MARCH 3, 2025 AT 01:53 PM
TERESA H. DOBBINS, CLERK
RECORDED BY: DET