

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary.

Section 6. 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 he replaces.

Section 7. Multiple Offices. The same person shall be permitted to simultaneously hold more than one of any of the offices described in this Article, unless prohibited by the Virginia Nonstock Corporation Act.

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

(a) President. The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; and (iii) sign all agreements on behalf of the Association. In addition, the president shall exercise and discharge such other duties as may be required of him by the Board of Directors and shall have all the rights and duties of a president of a nonstock corporation under the Virginia Nonstock Corporation Act.

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

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

(d) Treasurer. The treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse funds of the Association as directed by resolution of the Board of Directors; (iii) sign all checks of the Association; (iv) keep proper books of account; (v) if required by the Board of Directors, cause an annual audit of the Association books to be made by a [certified public] accountant at the completion of each fiscal year; and (vi) prepare a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of such statements to the Members.

ARTICLE VIII **LIABILITY AND INDEMNIFICATION OF** **OFFICERS AND DIRECTORS**

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member of the Association against any and all

expenses, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director or committee member may be made a party by reason of being or having been an officer, director or committee member of the Association regardless of whether he is an officer, director or committee member at the time such expenses are incurred (unless such expenses are incurred because of the bad faith, willful misconduct or fraud of such officer, director or committee member). Provided the officers, directors and committee members of the Association act in good faith, they shall not be liable to the Members for any mistake of judgment or negligence. The officers, directors and committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members are liable as Members) and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member of the Association, or former officer, director or committee member of the Association, may be entitled.

ARTICLE X ENFORCEMENT

Section 1. Sanctions. The Board of Directors shall have the power to impose the sanctions and remedies made available to the Association or the Board of Directors by the Declaration, these Bylaws, the Act or other laws, upon the violation by a Member of any duty created under the Declaration, these Bylaws, any rules or regulations duly adopted by the Association or the Board of Directors.

Section 2. Notice. Prior to the imposition of any sanction described in Section 1 of this Article, the Board of Directors shall serve the alleged violator with written notice of the alleged violation and the Member's right to a hearing.

Section 3. Hearing. The hearing shall be held before the Board of Directors affording the Member a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 4. Exceptions to Notice and Hearing Requirements. The provisions of Sections 2 and 3 of this Article shall not apply to the following sanctions:

- (a) the imposition of late payment fees, fines and interest on delinquent assessments;
- (b) the filing of liens for delinquent assessments;
- (c) actions or suits brought to enforce or foreclose liens for assessments;

(d) the acceleration of the balance of any assessment in connection with the nonpayment of the assessment; and

(e) unless otherwise required by the Declaration, the enforcement of any provision of the Declaration, these Bylaws, or the rules and regulations of the Association, by self-help.

Section 5. Application of Sanctions. The sanctions described in this Article shall apply to the violating Member.

Section 6. Additional Enforcement Rights. Except as otherwise set forth in the Declaration, the Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration or these Bylaws. In any such action, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees and costs and administrative fees and costs, actually incurred, by the Association.

Section 7. Non-Waiver. Failure by the Board of Directors to enforce any covenant or restriction contained in the Declaration, the Bylaws or other rules and regulations adopted by the Association shall not be construed or deemed a waiver of the right to do so thereafter.

ARTICLE XI ASSESSMENTS

Each Party shall pay to the Association such annual, special, and remedial assessments and charges as may be levied by the Board pursuant to the authority and subject to the procedures as set forth in the Declarations.

ARTICLE XII AMENDMENTS AND CONFLICTS

Section 1. Amendment by Members. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of more than seventy percent (70%) of the votes entitled to be cast by the Members present at the meeting, a quorum being present.

Section 2. Conflicts. If there is any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and if there is any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the directors of Rountrey Community Association, Inc., have hereunto set our hands this 9th day of November, 2006.



Douglas R. Sowers, Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Rountrey Community Association, Inc., a Virginia nonstock corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by unanimous written consent of the Board of Directors thereof dated the 9th day of November, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 9th of November, 2006.



Douglas R. Sowers, Secretary

EXHIBIT D

DESIGN GUIDELINES FOR SINGLE FAMILY HOMES

The following architectural guidelines shall be applicable to single family homes constructed on the Property:

Roof

Minimum 7/12 pitch
Minimum 12" overhang
No uncolored galvanized flashing

Foundation

Brick foundations
Brick or stone on chimney chases

Dwelling

Main body of house to be a minimum of 30 feet in width
No single story homes adjacent to each other

Stoops and Walks

Brick stoops or painted fir (no salt treated stoops except when approved by ARB)
Minimum 40 sq. ft.
Concrete sidewalks
Painted lattice under front porches - painted risers on steps, painted pickets and painted band on front porches

Siding

Panel shutters on front windows
Minimum 1 x 6 rake and fascia boards
No T1-11 siding

Landscaping

\$300 allowance for shrubs

White painted mailbox and lamp post consistent throughout subdivision

Builder to leave as many trees as possible over 6 inches at the base

Base

3 color exterior paint except for 2 colors if painted white

Satellite Dishes and swimming pool design, location and screening to be approved prior to installation.

The ARB reserves the right to modify the above guidelines or any other imposed guidelines in all or in part without notice. In addition, the ARB reserves the right to make special exceptions to these conditions on an individual basis; however, any special exception(s) shall not be deemed as a waiver of the restriction(s) as they may apply in the future.

The ARB reserves the right to disallow construction of architecturally similar homes adjacent to each other.

The ARB shall not be liable to any Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the ARB whether given, granted or withheld.

Repairs, changes in color, excavations, changes in grade, major landscaping, or other work which in any way alters the exterior appearance of any Lot or improvement located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Douglas R. Sowers to an owner (including clearance of trees and vegetation, driveways, entrance ways, fences, mailboxes, and lamp post structures), shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, color, materials, and location of the improvements on the Lot and a landscaping plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and applicable governmental requirements by the ARB.

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INSTRUMENT #83656
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
DECEMBER 4, 2006 AT 11:01AM
JUDY L. WORTHINGTON, CLERK

RECORDED BY: MHR

Mail to: Rountrey Dev. Corp.
1475 Oakbridge Court
Powhatan, VA 23139

Parcel # 719688149700000

AMENDED RESTRICTIONS AND CONDITIONS

ROUNTREY

THIS AMENDMENT OF RESTRICTIONS AND CONDITIONS made this 27th day of December, 2006, by ROUNTREY DEV. CORP., a Virginia corporation, as owner of all the lots in Rountrey hereby declares and amends the Declaration of Covenants, Restrictions and Conditions of Rountrey, as recorded in the Clerk's Office of Chesterfield County, Virginia, December 4, 2006, in Deed Book 7504, page 647 as follows:

Review Process

Obtain New Home Application approval
Obtain Color Application approval
Obtain plot plan approval

Construction Requirements

No two houses alike adjacent or directly across the street
No two siding colors alike adjacent or directly across the street
No two complete color schemes alike within visibility of each other
R-9 Setbacks
Minimum Square Footage: 1800 on 1st floor of Ranch plans and 2400 total on two stories
9' ceilings on first floor
Minimum shrubbery requirement: \$1,000 plants & shrubs to include 1 tree in front yard
Shrubbery package must include 1 deciduous tree at 1+1/2" in diameter at 3" from ground
& minimum 6' tall
Front Walks: brick, exposed aggregate, stamped concrete, pavers, broomed finished concrete
Sod front and side yards with irrigation
Builders to make every effort possible to insure that the sod is continuous at adjoining property lines
Corner lots to have additional sod and irrigation at rear yards
Driveways: asphalt, exposed aggregate, pavers, stamped concrete
Driveways to be a minimum of 3 foot off property line and maximum of 14' wide at curb
Driveways pads : 20' minimum at side entry garages
Front entry garage permitted, side entry garages preferred
Garage Doors: Front entry shall consist of carriage style doors i.e.; Clopay-Coachman Collection or similar
All mechanical equipment screened
Builder to provide screening for trash cans
Minimum roof pitch--7 in 12 (2 story) & 7 in 12 (1 story) & 4 in 12 on porches

- Front elevations must have a minimum 12" overhang on main gables with shingled or metal returns (Eyebrows)
- Front elevations to have no less than two siding or veneer textures
- Examples of textures: vinyl, brick, stone, stucco, vinyl or wood shake, horizontal board lapped
- Brick foundations with dark sand mortar
- Cantilevers not allowed at first floor
- All chimneys and direct vent fireplaces to have foundations
- All brick or stone chimneys to have two washes
- Vinyl siding no joints in runs up to 12': max one joint in runs 12' to 18': max two joints in runs 18' to 30'
- No stair step joint patterns allowed
- Permitted Roofing: cedar, slate, dimensional asphalt (minimum 30 year warranty)
- Gutters and Downspouts—match trim color
- Screen porches must be painted or covered with vinyl
- Front Porches, stoops and steps to be continuous masonry as foundation
- First floor rear patio decks: treated lumber on 6 x 6 piers
- Space between piers concealed with lattice
- Upper decks and balconies - finished to match house colors
- Mailbox to be installed and paid for by the Builder - Single design throughout neighborhood to be agreed upon
- All trash and debris must be kept in roll-off containers

Final Review Requirements

- Home must be complete
- Trash & construction debris removed from site
- Landscaping must be complete
- Driveway must be paved
- Constructed per approved submittals
- No additional non-approved structures on site
- Must comply with all applicable requirements

The Developer, referred to as Rountrey Dev. Corp, a Virginia corporation, its successors, heirs, or assigns, reserves the right to modify the above restrictions or any other imposed deed restrictions in all or in part without notice. In addition, the Developer reserves the right to make special exceptions to these conditions on an individual basis; however, any special exception(s) shall not be deemed as a waiver of the restrictions(s) as they may apply in the future.

All other restrictions and conditions imposed by instruments recorded prior hereto shall remain in full force and effect to the extent not contradicted by the above amendment.

WITNESS the following signature and seal:

ROUNTREY DEV. CORP., a Virginia corporation

BY: *D. R. Sowers*
Douglas R. Sowers, President

STATE OF VIRGINIA
COUNTY OF POWHATAN, to-wit:

The foregoing Amendment was acknowledged before me this 2nd day of January, 2007, by Douglas R. Sowers, President of Rountrey Dev. Corp., a Virginia corporation.

My Commission expires: January 31, 2008

Brenda M. Carmichael
Notary Public

INSTRUMENT #141
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
JANUARY 3, 2007 AT 09:30AM
JUDY L. WORTHINGTON, CLERK

RECORDED BY: AMN