OWNERS' ASSOCIATION BYLAWS

Every Owner of every Lot shall become a member of the Association which shall be governed by a Board of Directors consisting of four (4) Directors who shall, not later than the 31st day of December, 2000, be appointed by the Steward, The Steward has appointed 11/20/99, initial Directors of H. Frederick Oesch and Linda Lloyd.

1. TERM OF OFFICE. The initial Directors appointed by the Steward shall serve a term of one (1) year. At the first annual meeting thereafter, the Association shall elect or reelect Directors as follows: one (1) Trustee shall be elected for a term of one (1) year, one (1) Trustee shall be elected for as term of two (2) years, and two (2) Directors shall be elected for a term of three (3) years. Thereafter, as their respective terms are completed, the first two Directors shall be elected or reelected for a period of three (3) years, then the remaining Directors shall also be elected or reelected for a term of three (3) years. Whenever any one or more of the Directors shall die, be unable to act, resign, or be removed, then the unexpired term or terms shall be filled by appointment made by the Association.

2. VOTING BY MEMBERS OF THE ASSOCIATION. In all elections of the Directors by the Association, every Owner shall have the right to vote in person or by written proxy. No other person shall have the right to vote. Joint, common or other multiple ownership of any Lot shall not entitle the Owners of said property to more than one single vote for each Lot.

3. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall have the following powers and duties, whenever in the exercise of its discretion it may deem them necessary or advisable:
   (a) To enforce, independently by proceedings in law or in equity or both, either in the name of the Steward, the Association, or any Owner, any or all of the Covenants, Restrictions herein; provided, however that this right of enforcement shall not serve to prevent such amendments or modifications of these Covenants and Restrictions being made by the parties having the right to make such amendments or modifications. The expenses and costs of any such proceeding, including, but not limited to attorney's fees and court cases, shall be collected and lienable or be paid out of the general funds of the Association.
   (b) To provide for the plowing and removal of snow from private roads owned and/or maintained by the Association, as necessary.
   (c) To pick up and remove from vacant property loose material, trash, and rubbish of all kinds and to do all things necessary or desirable in the judgment of the Directors to keep such vacant and unimproved property neat in appearance.
   (d) To provide such lights and signs, if any, as the Directors may deem advisable on streets, gateways, entrances, or other features owned and/or maintained by the Association.

(e) To provide, as the Directors deem advisable, for the collection of trash and for the disposal of such rubbish as is collected.
(f) To provide for the maintenance of gateways and entrances, within the right-of-way line of the private streets, if any, owned and/or maintained by the Association.
(g) To exercise such control over easements as the Association may acquire from time to time.
(h) To exercise such control over streets as may be within its power and as it may deem necessary or desirable.
(i) To clean, repair, repave, and maintain and reconstruct private streets or roads, lanes and pedestrian ways owned and/or maintained by the Association.
(j) To establish bylaws and other rules or regulations for the Association and the Board of Directors.

4. METHOD OF PROVIDING GENERAL FUNDS. For the purpose of providing general funds to enable the Association to perform the duties and to maintain the improvements herein provided for, all of the Lots shall be subject tot an annual assessment to be paid to the Association on the first day of each January by the respective owners thereof. The amount of such annual assessment shall be fixed by the Directors from year to year at the annual meeting of the Directors. The amount of such annual assessment shall be limited to an amount that is reasonably necessary to cover all necessary annual costs and reserves.
5. SPECIAL ASSESSMENTS. The Directors shall, in accordance with the provisions of this paragraph, have the power to levy special assessments, if deemed necessary or desirable by the Directors, in addition to annual assessments, as herein provided, on a periodic basis for maintenance and replacement of the landscaping, pavement within the right-of-way of Association owned private roads; for the maintenance, replacement and operating costs of any street lights; and to meet any anticipated or actual operating deficit of the Association, All special assessments are due and payable not later than sixty (60) days from the date that they are levied.
6. PRECLOSING ASSESSMENTS. The Directors may establish a special preclosing assessment to be collected at Settlement for each purchaser of a Lot from the Steward or any subsequent Owner, The special preclosing assessment established herein shall be in addition to, and not in lieu of, any other assessment established pursuant to other sections of these Covenants or Restrictions.
7. NOTICE. A written or printed notice, deposited in the United States Post Office, with postage prepaid for certified mail and addresses to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for the purpose of the assessments or any other purpose where notices are required under these Covenants and Restrictions. Such notice shall be deemed to have been given three days after posting.

8. ASSESSMENTS, INTEREST AND LIENS. After the date when an assessment payment is due, it shall bear interest at the legal rate of interest as specified in the Code of Virginia, 1950, 6.1-330.53 or the successor section of the Code of Virginia then in existence until paid and such payment and interest shall constitute a lien upon said Lot and the aforesaid lien shall continue in effect until the amount is fully paid. At any time after the passage of the resolution levying an assessment its entry in the minutes of the Board of Directors, the Board of Directors, may, in addition, by motion, institute legal proceedings to cause a lien to be filed with the Clerk of the Circuit Court for the County of Nelson or Albemarle, Virginia, for such unpaid assessment. The Directors, their successors, and assigns, shall have the right to collect such unpaid assessments through whatever legal proceedings are available.
9. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR. The Association shall not expend more money within one year than the total amount of annual and special assessments for that particular year, plus any surplus which it may have on hand from previous assessments, nor shall the Association enter into any contract binding the assessments of any future year to pay for any such obligations and no such contract shall be valid or enforceable against the Association, it being specifically intended that the assessment for each year shall be applied as far as practicable towards the paying of the obligations of that year,, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent years. The language of this section shall not prohibit the Association from making a staged or sequential set of improvements over several years, provided, however, that one stage of improvements must not mandate the carrying out of the later stages unless the funds to pay the costs of such later stages are available.
10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS. The Association shall, from time to time, notify its members of the official address of said Association, the place and time of regular meetings of the Association, designate the place where payments shall be made, and the location where any other business in connection with said Association may be transacted, and in the event of any change of such address, the Association shall notify all of the members of its new address in accordance with the provisions of this Article.
11. OBSERVE ALL LAWS. The Association shall observe all the state, county, and other laws, and if at any time any of the rules and/or regulations of the Association shall be found to be in conflict therewith, then such parts of the Association's rules and/or regulations as are in conflict with such laws shall become null and void, however, no other parts not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and properly carry out the provisions as herein provided, subject, however, to the limitations of its right to contract as herein stated.