

# CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

c/o The Select Group, 2224 Virginia Beach Blvd., Suite 201, Virginia Beach, Virginia 23454  
[www.theselectgroup.us](http://www.theselectgroup.us) (757) 486-6000 fax: (757) 486-6988 email: [bgarrett@theselectgroup.us](mailto:bgarrett@theselectgroup.us)

October 18, 2023

Homeowners  
Church Point Homeowners Association  
Virginia Beach, VA 23455

**Re: 2023 Annual Meeting Notice**

Dear Homeowner(s):

The Annual Meeting of the Church Point Homeowners Association will be held on **Monday, November 20, 2023 at 6:30 pm, Rooms 1 & 2, at the Bayside Recreation Center in Virginia Beach, Virginia.** Registration will begin at 6:00pm and the meeting will be called to order at 6:30pm. The purpose of the meeting is to elect, by ballot, three members to the Board of Directors and to vote on the Amended and Restated Declaration and Articles of Amendment.

The Board of Directors undertook this year to amend and restate the Association's governing documents (Declaration, Bylaws and Article of Incorporation) to bring them current with the law, practice and technology, and to delete obsolete provisions. This was a significant investment of time and resources. Particularly with regard to the Declarations, the Board wanted to have a single document with which it was easier to work. The Board worked with the Association's legal counsel in making the revisions. The Board approved the Amended and Restated Bylaws at its meeting on July 17, 2023. A copy is enclosed. The Amended and Restated Declaration and Articles of Amendment, however, require owner approval and will be voted on at the Annual Meeting. Enclosed is a "strike through and underlined" version of the Amended and Restated Declaration showing the changes, not all of which are substantive. Please note that most provisions are unchanged. So that you can see what the instrument will look like once approved, a "clean" version incorporating the changes is also enclosed. It will take the affirmative vote of 2/3 of members present at the meeting to approve the Amended and Restated Declaration.

Similar changes are proposed to the Articles of Incorporation to make them consistent with the other documents, and those are reflected on the enclosed Articles of Amendment, which also is provided in redline and clean formats. It will take a 2/3 vote of all members voting at the meeting to pass.

Please read all the enclosed material carefully and return your completed proxies to our office **no later than November 17, 2023.** You may indicate how your vote should be cast or assign your proxy to an individual of your choosing, who must be present in person to vote for you. **Even if you plan to attend the meeting, please return your proxy so we can reach a quorum for the Annual Meeting.** Proxies are invalid if not signed by a person having authority and dated.

We look forward to seeing you on **Monday, November 20, 2023 at 6:30 pm, Rooms 1 & 2, at the Bayside Recreation Center.**

On behalf of the Board of Directors,



R. A. Garrett, CMCA®  
Association Manager

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Enclosures:

- (a) Agenda
- (b) 2019 Annual Meeting Minutes (2020-Covid-no meeting, 2021 and 2022 did not meet quorum)
- (c) 2024 Board of Directors Meeting Calendar
- (d) Copy of IRS Resolution
- (e) Instructed Proxy
- (f) Candidate Interest Form
- (g) Amended and Restated Declaration (redline and clean)
- (h) Articles of Amendment (redline and clean)
- (i) Amended and Restated Bylaws (approved July 17, 2023)

# **CHURCH POINT HOMEOWNERS ASSOCIATION**

## **ANNUAL MEETING OF THE MEMBERS**

**Monday, November 20, 2023**

**Registration starts at 6:00 PM; Meeting begins at 6:30 PM**

**Bayside Community Recreation Center**

**4500 First Court Road Rooms 1&2**

**Virginia Beach, VA 23455**

### **AGENDA**

1. Welcome - Call to Order
2. Establishment of Quorum (10% - 39 Lots); Proof of Notice Mailing
3. Approval of Minutes - 2019 Annual Meeting (2020-covid: no meeting, 2021 and 2022 did not meet quorum)
4. Vote on Election Directors, Adoption of Amended & Restated Documents, and adoption of the 2023 IRS Resolution
  - Tabulation of Votes
5. President's Report
6. Treasurer's Report
7. New Business: as necessary
8. Announcement of Election of Directors
9. Adjournment

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**MINUTES OF  
CHURCH POINT HOMEOWNERS ASSOCIATION  
ANNUAL MEETING NOVEMBER 18, 2019**

The meeting was called to order by the President at 6:30 p.m. It was determined a quorum was present.

**Minutes:** The minutes of the 2018 annual meeting were reviewed. A motion was made and seconded and the minutes were accepted into the record by unanimous vote.

**President's Report:** The President delivered his yearly report covering a variety of topics, including:

- Crime watch and to insure cars are locked.
- CAC Meetings with 3<sup>rd</sup> precinct.
- He mentioned if not receiving the Newsletter, we can add you and asked to be notified.
- Noted some seasonal dates:
  - ▶ December 18<sup>th</sup> lights judging;
  - ▶ December 22<sup>nd</sup> C.P. Holiday Party;
  - ▶ December 14 - 1 to 3 p.m. Santa at the Gazebo.
- ▶ He noted the tree issue (which was so expensive last year) is looking better but that tree maintenance is still very expensive.
- ▶ He discussed drainage affecting part of Church Point and referred those interested in the issue to [www.publicinput.com/6003](http://www.publicinput.com/6003).
- ▶ He responded to future plans for paving which are in the plans but not funded.

**Election of Directors:** The next order of business was to elect three members of the Board. Secret ballots were then collected and added to the proxy ballots already submitted to the Select Group. Observers from the Association viewed the tabulation of the votes. Neil Bonney, Ron Couture and Jack Palmer were elected.

**Report for Joe Manico:** Joe Manico provided his yearly review of our investments. The report indicated our investments are doing well.

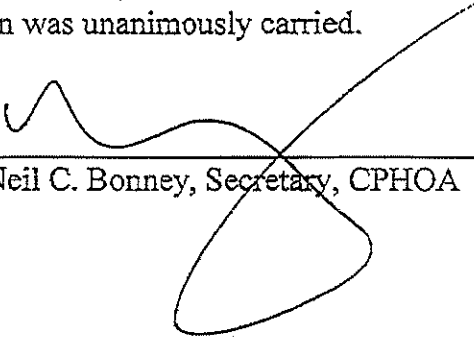
**Treasurer's Report:** The Treasurer reported on the financials and budget. He noted no increase in dues. The financials are still in very good shape.

**New Business:** The President opened the floor to new business. The various concerns discussed included:

- Homeowners setting out trash early for pickup or not bringing in cans;
- Concerns about speeding in the neighborhood; discussing of new stop signs or road bumps;
- Concerns about the landscaping down by the park on the water were raised.
- The Motion was presented for the yearly Resolution to Apply Excess New Assessment to future years which was voted on and approved in accordance with IRS rules.

**Adjournment:** There being no more business to conduct, a motion was made and carried to adjourn the 2019 meeting at 7:30 p.m. The motion was unanimously carried.

# 122/19  
Date

  
\_\_\_\_\_  
Neil C. Bonney, Secretary, CPHOA

# **CHURCH POINT HOMEOWNERS ASSOCIATION, INC.**

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## **CHURCH POINT HOMEOWNERS** **ASSOCIATION**

### **2024 CALENDAR**

#### **OF PROPOSED**

#### **BOARD OF DIRECTORS / ANNUAL MEETINGS (6:30 pm)**

Board Meetings will be held at:  
THE CELLAR AT THE MANOR HOUSE

The location of the Annual Meeting is held at:  
The Recreational Center (across from community)

JANUARY 16

FEBRUARY 20

APRIL 17

JULY 17

OCTOBER 16

NOVEMBER 20 – **ANNUAL MEETING**  
DECEMBER – NONE

***THE ABOVE ARE THE PROPOSED MEETINGS FOR 2023 AND ARE  
SUBJECT TO CHANGE DUE TO EMERGENCIES***

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## RESOLUTION TO APPLY EXCESS NET ASSESSMENTS TO FUTURE YEARS

WHEREAS, the Church Point Homeowners Association, Inc., has assessed its member owners for the purposes of acquiring, constructing, managing, operating, maintaining and replacing the common elements of the member-owners' property; and

WHEREAS, the members desire that the Association shall act in full accordance with the rulings and regulations of the Internal Revenue Service;

NOW, THEREFORE, the members hereby adopt the following resolution by and on behalf of the Church Point Homeowners Association, Inc.:

RESOLVED, that any excess of membership income over membership expenses, for the year ended December 31, **2023**, shall be applied against the subsequent tax year member assessments, as provided by IRS Revenue Ruling 70-604.

This resolution is adopted and made a part of the minutes of the meeting of **November 20, 2023**.

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## 2023 Candidate Interest Form for Board of Directors Church Point Homeowners Association

If you would like to serve your community as a Board of Directors Member for Church Point Homeowners Association, please complete this form and return it to:

**Church Point Homeowners Association**  
c/o The Select Group  
2224 Virginia Beach Blvd. Suites 201-202  
Virginia Beach, Virginia 23454  
fax 486-6988, or email [bgarrett@theselectgroup.us](mailto:bgarrett@theselectgroup.us)

For complete information pertaining to the Director's responsibilities, please refer to your Association By-Laws.

Name:

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Address:

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Telephone Number: (Home) \_\_\_\_\_ (Work / Cell) \_\_\_\_\_

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1. If elected to the Board of Directors, would you serve as an officer if nominated? **Yes or No**
2. Have you ever served on a Community Association Board of Directors?

Yes or No. If yes, where? \_\_\_\_\_

3. Why do you want to serve on the Board of Directors for Church Point Homeowners Association?

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4. Please provide a brief bio of your background.

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PLEASE BE SURE TO RETURN YOUR CANDIDATE INTEREST FORM  
**NO LATER THAN NOVEMBER 17, 2023.**  
FORMS RETURNED AFTER THIS DATE WILL NOT BE LISTED  
ON THE BALLOT AND WILL HAVE TO BE CONSIDERED AS WRITE-INS.  
THANK YOU.

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*This instrument prepared by and return to:  
Woods Rogers Vandeventer Black PLC  
101 W. Main Street  
500 World Trade Center  
Norfolk, Virginia 23510*

*GPIN: See Attached*

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
APPLICABLE TO  
CHURCH POINT**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE TO CHURCH POINT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (“Association” is Grantor and Grantee for recording purposes).

**WITNESSETH:**

WHEREAS, Declarant submitted and caused to be recorded various restrictive covenants by declarations of restrictions recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (“Clerk’s Office”), including in Deed Book 2887, Page 0079 as corrected in Deed Book 2906, Page 0382; Deed Book 2942, Page 1971; Deed Book 3004, Page 0872; Deed Book 3040, Page 1260; Deed Book 3152, Page 1536; Deed Book 3169, Page 0958 and rerecorded at Deed Book 3226, Page 1259; Deed Book 3171, Page 1051 and rerecorded in Deed Book 3226, Page 1266; Deed Book 3282, Page 0057; Deed Book 3282, Page 0064; Deed Book 3297, Page 1765; Deed Book 3297, Page 1772; Deed Book 3297, Page 1779; Deed Book 3297, Page 1786; Deed Book 3347, Page 0219; Deed Book 3347, Page 0226 and rerecorded in Deed Book 3353, Page 1889; Deed Book 3394, Page 1033; Deed Book 3435, Page 0567; Deed Book 3435, Page 0574; Deed Book 3438, Page 1049; Deed Book 3445, Page 2096; Deed Book 3460, Page 0128; Deed Book 2800, Page 1267 and Deed Book 3800, Page 1274.

WHEREAS, the following amendments to the declaration of restrictions have been recorded in the Clerk’s Office:

1. Amendment to Declaration of Restrictions For Church Point and Church Point Farm dated September 28, 1998, recorded on June 7, 1999, in Book 4092, Page 0637;
2. Amendment To Declaration dated October 20, 1999, recorded on May 3, 2001, in Book 4409, Page 1166;
3. Amendment to Declarations of Restrictions (Leasing and Use) dated November 20, 2017, recorded on January 19, 2018, as Instrument No. 20180119000047700 as corrected by the Corrective Amendment To Amendment to Declaration of Restrictions (Leasing and Use) For Church Point Homeowners Association dated July 16, 2018, recorded on July 31, 2018, as Instrument No. 20180731000626700; and
4. Amendment by Amendment to Declarations of Restriction Applicable to Church Point (Architectural Guidelines) dated November 18, 2019, recorded on November 26, 2019,

as Instrument No. 20191126001008180

WHEREAS, the following Revisions to Declaration of Restrictions have been recorded in the Clerk's Office;

1. Revision of Declaration of Restrictions Applicable to Church Point Farm Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45 recorded on March 10, 1997, in Book 3715, Page 1852; and
2. Revision of Declaration of Restrictions Applicable to Church Point Farm Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45 recorded on September 22, 1997, in Book 3789, Page 1942

WHEREAS, the following Supplemental Declaration has been recorded in the Clerk's Office:

1. Supplemental Declaration dated May 18, 1998, recorded on June 7, 1999, in Book 4092, Page 0639

WHEREAS, the following Clarification and Amplification of Declaration of Restrictions instruments have been recorded in the Clerk's Office:

1. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1791;
2. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1785;
3. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1779;
4. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797; Page 1782;
5. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1770;
6. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1767;
7. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1776;
8. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1773; and
9. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1764



The Declaration of Restrictions, as amended, supplemented, revised, clarified and amplified are collectively referred to as the "Declaration".

WHEREAS, Paragraph 13 of the Declaration provides that the Declaration may be amended by the affirmative vote of two-thirds of the members present, in person or by proxy, at a meeting duly convened for the purpose of voting on the amendment, after notice, including a copy of the proposed amendment, and is effective upon recordation in the Clerk's Office; and

WHEREAS, it is in the best interest of the Association, and the desire of the members to amend and restate the Declaration to consolidate the Declaration into a single document, eliminate obsolete provisions, correct typos and make changes desired by the members consistent with changes in the law, operations, best practices, and technology, as set forth herein.

WHEREAS, at a meeting of the members duly held on \_\_\_\_\_, 20\_\_\_\_\_, the amendments set forth herein were approved.

NOW, THEREFORE, pursuant to the rights given to and reserved by the Association, the Declaration is amended and restated in its entirety as set forth herein.

~~The property described on Exhibit R-1 attached hereto and made a part hereof, consisting of undersigned does hereby declare and give notice that all the numbered lots, as above referenced have been declared and submitted, are and shall continue to be subject to the following limitations, restrictions, and conditions hereof, and uses to which the lots constituting said subdivision of Church Point ("subdivision", "Church Point", or "neighborhood") may be put, hereby specifying that said declarations shall constitute covenants that run with the land, as provided by law, and shall be binding upon all parties and inure to the benefit of all persons claiming under and through the declarant, and who now or hereafter own or acquire any right, title, estate or interest in or to any such property, or who now or hereafter occupy or enter on any portion of such property, except as otherwise provided herein undersigned granters. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor.~~

~~It is the intent of the undersigned to reserve unto itself or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point" as above referenced.~~

~~This Declaration has the express purpose of insuring the development of CHURCH POINT as a residential community of superior standards and architectural design and for uses herein specified, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the numbered lots set forth above subject to the right of the Association to amend the Declaration as set forth herein.~~

1. Whether or not provision therefor is specifically stated in any sales contract or conveyance of record, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox,

swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrub in addition to any street trees or other landscaping designated under the Master Landscaping Plan for the subdivision. Each building, wall, fence mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be constructed, installed, or placed on the property only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by the Association, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the Association.

No alteration in the exterior appearance of any structure or lot shall be made without like approval. The Board of Directors ("Board") shall have power to act for the Association to review and approve requests, and the Board may~~undersigned reserves the right to hire or consult designate~~with a qualified an individual, association or corporation regarding to act for the undersigned in the approval or rejection of such plans, and to charge and collect from the owner a reasonable fee for such review. The Board shall further have the authority ; ~~and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to the undersigned for the administration, enforcement and implementation of these limitations, restrictions and conditions.~~

Should the undersigned, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a completed written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, through its designee or otherwise, or its successor or assigns, shall have the right to inspect construction of any building or structure while under construction and/or after completion to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop and/or require compliance any construction which does not conform to plans and specifications which have been submitted and approved as provided herein.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants; provided that no such building shall exceed two and one-half (2 ½) stories in height, in addition to any basement. All garages, porte cocheres, storage areas, tool cabins, garden houses, etcetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand two hundred fifty (2,250) square feet. Houses building on lots which are less than 14,000 square feet shall be two (2) stories in height. No lot shall be resubdivided into building sites

3. No sign of any kind shall be displayed to the public view or any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraphs 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupations whatsoever shall be conducted or carried on or upon any lot, provided, however ~~businesses~~ businesses which require no employees other than the resident and do not generate frequent or regular visits from client or customers to the neighborhood may be conducted in any dwelling. No signage or other symbolic objects shall be placed on the lot or affixed to any structure in connection with the operation of such business. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the undersigned, its successor or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

~~5. All owners, family members and guests shall reduce noise levels from 6:00 PM Saturday until 8:00 AM Monday so that residents will not be disturbed by lawn mowing and other similarly disturbing noises. Disturbing noise levels from other sources shall be prohibited at all times, such as, unusually loud music, musical instruments or sounds recordings.~~

6. The installation or placement of antennas on the exterior of any dwelling or on the grounds of any lot shall be subject to compliance with the Rules promulgated by the Association's Board of Directors.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall

be contained in underground conduits, and unless permission for installation of same has been specifically granted by the undersigned to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the Association, acting through its Board of Directors or a committee established for such purpose, to approve or disapprove plans and specifications for any reason in its sole discretion, including variances from the guidelines listed below, the following plan guidelines are set forth:

Brick, stone, wood and stucco (or its equivalent) are the required exterior materials. Vinyl and any substitute therefor shall not be applied to more than 20 percent of the exterior of any structure. The Williamsburg Historic color collection shall be used to select colors for exteriors. No cinder block or asbestos shall be permitted on the exterior of any home.

A gas and/or electric with flickering/torch like bulb post lantern and/or sconce attached to the home and visible from the curb is required.

Rear and side loading garages are strongly preferred.

All driveways and sidewalks must be exposed aggregate, stamped concrete, or pavers. Parking pads adjacent to garage doors will be permitted to be brushed concrete not to exceed a distance of fifteen (15) feet from the garage door. Notwithstanding the foregoing, all adjoining and shared driveways and sidewalks must match and be of the same materials.

All homes shall be built on crawl spaces. In the alternative, elevated slabs and front loading garages may be utilized only upon prior written approval of the ~~Architectural Standards Committee~~ Board.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets.

10. The undersigned herein reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping

easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by the undersigned, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned shall be removed or replaced with different species or sizes of such species, without the written consent of the undersigned, or its designee, successor or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The Association, acting through its Board of Directors, shall have the non-exclusive right, but not the obligation, to enforce these covenants, limitations and rRestrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, its successor and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in this declaration; provided that any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all owners of a lot in Church Point for an initial period of twenty-five (25) years from the date these covenants were recorded, after which time said covenants automatically extend for additional ten (10) year periods. This Declaration may be amended by the affirmative vote of two-thirds (2/3) of the members present, in person or by proxy or absentee ballot, at a meeting duly convened for the purpose of voting on the amendment after notice, including a copy of the proposed amendment being sent pursuant to Sections 13.-866 and 13.1-842 ~~the provisions~~ of the Virginia Nonstock Corporation Act. Such amendment shall be duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach and shall be effective upon recordation.

~~14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF A LOT. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN~~

~~CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.~~

~~15.14.~~ In connection with the maintenance of the berms separating Church Point Reach and First Court Road and any other public or quasi-public areas, the following will be adhered to:

- a. The grass will be cut at least once every eighteen (18) days.
- b. Any plant beds are to be maintained in a weed-free condition.
- c. And dead plants will be promptly removed and replaced with a like plant.

~~16.15.~~ No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, and its successor or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

~~17.16.~~ Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum B - Sawcut Requirements attached hereto and incorporated herein by reference.

~~17.~~ All lot purchasers and subsequent assigns purchasing their lot are subject to the Church Point infiltration procedure as set forth in Addendum A attached hereto and incorporated herein by reference.

18. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Church Point Homeowners Association, wherein specific details pertain to waterfront area.

19. Each owner of a lot or lots shall automatically be a member of the Church Point Homeowners Association ~~to be formed~~, and shall comply with such rules and pay such ~~assessments~~ dues as are set by the ~~Board Association.~~

The Association, acting through the Board of Directors, shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

20. Enforcement of ~~this~~ Ddeclaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction or limitation contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. ~~If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by the undersigned and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation.~~ The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

21. Declarant has assigned to the Association all or part ~~The undersigned, and its~~

~~successors, may assign any and all of its rights, powers, obligations and privileges under this Declaration instrument to any other corporation, association, firm or person, and references within these Declaration Restrictions to the undersigned, successors, assigns, designees, etc., refer to the assignment by the undersigned of all or part of its rights under these Restrictions. Of same to the Association.~~

22. The Board of Directors shall also have the power to (i) suspend a member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any member for any violation of the Declaration or Rules and Regulations for which the member or his family members, tenants, guests, or other invitees are responsible. Before any such charges or suspension may be imposed, the member shall be given a reasonable opportunity to correct the violation after written notice of the violation to the member at the address required for notice of meetings. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or such Committee as may be appointed by the Board for such purpose. Notice of a hearing shall be ~~hand delivered or mailed by registered or certified mail return receipt requested, to the member at the address of record with the Association at least fourteen days prior to the hearing.~~ provided in the manner set forth in Va. Code Section 55.1-1819C. The amount of charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars (\$50) for a single offense or ten dollars (\$10) per day, as limited by Va. Code Section ~~55.1-1819D 55-513,~~ for an offense of a continuing nature and shall be treated as an assessment against the member's lot for purposes of Va. Code Section ~~55-516-55.1-1833 of the Virginia Property Owners Association Act.~~

23. No lot or any portion thereof shall be used or occupied for transient or hotel purposes, or in any event leased for an initial period of less than one year. No owner shall lease a lot other than on by written form of lease: (1) requiring the tenant to comply with this Declaration, any Supplemental Declarations, the Bylaws, and all rules and regulations adopted by the Board of Directors, all as amended from time to time; (2) providing that failure to comply constitutes a default under the lease; and (3) providing that after forty-five (45) days prior written notice to the owner, the Board of Directors has the power, but not the obligation, to terminate the lease or to bring summary proceedings to evict the tenant in the name of the owner as attorney-in-fact in the event of a default by the tenant. The Board of Directors may suggest or require a standard form lease or addendum for use by lot owners. Each lot owner shall, promptly following the execution of any lease of a lot, forward a conformed copy thereof to the Board of Directors. Notwithstanding the foregoing, all restrictions that would limit the use of the Manor House and its surrounding land (i.e. Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45) as a bed and breakfast have been waived, amended, modified, released and terminated.

This Amendment shall be filed in the Clerk's Office and shall become effective, for all purposes upon recordation.

CHURCH POINT HOMEOWNERS  
ASSOCIATION

By \_\_\_\_\_,  
\_\_\_\_\_, President  
Print Name

COMMONWEALTH OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, President of CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

GIVEN under my hand and seal on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

Notary registration number:



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ON  
PURPOSE**

*This instrument prepared by and return to:  
Woods Rogers Vandeventer Black PLC  
101 W. Main Street  
500 World Trade Center  
Norfolk, Virginia 23510*

*GPIN: See Attached*

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
APPLICABLE TO  
CHURCH POINT**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE TO CHURCH POINT made this 20<sup>th</sup> day of November, 2023, by CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (“Association” is Grantor and Grantee for recording purposes).

**WITNESSETH:**

WHEREAS, Declarant submitted and caused to be recorded various restrictive covenants by declarations of restrictions recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (“Clerk’s Office”), including in Deed Book 2887, Page 0079 as corrected in Deed Book 2906, Page 0382; Deed Book 2942, Page 1971; Deed Book 3004, Page 0872; Deed Book 3040, Page 1260; Deed Book 3152, Page 1536; Deed Book 3169, Page 0958 and rerecorded at Deed Book 3226, Page 1259; Deed Book 3171, Page 1051 and rerecorded in Deed Book 3226, Page 1266; Deed Book 3282, Page 0057; Deed Book 3282, Page 0064; Deed Book 3297, Page 1765; Deed Book 3297, Page 1772; Deed Book 3297, Page 1779; Deed Book 3297, Page 1786; Deed Book 3347, Page 0219; Deed Book 3347, Page 0226 and rerecorded in Deed Book 3353, Page 1889; Deed Book 3394, Page 1033; Deed Book 3435, Page 0567; Deed Book 3435, Page 0574; Deed Book 3438, Page 1049; Deed Book 3445, Page 2096; Deed Book 3460, Page 0128; Deed Book 2800, Page 1267 and Deed Book 3800, Page 1274.

WHEREAS, the following amendments to the declaration of restrictions have been recorded in the Clerk’s Office:

1. Amendment to Declaration of Restrictions For Church Point and Church Point Farm dated September 28, 1998, recorded on June 7, 1999, in Book 4092, Page 0637;
2. Amendment To Declaration dated October 20, 1999, recorded on May 3, 2001, in Book 4409, Page 1166;
3. Amendment to Declarations of Restrictions (Leasing and Use) dated November 20, 2017, recorded on January 19, 2018, as Instrument No. 20180119000047700 as corrected by the Corrective Amendment To Amendment to Declaration of Restrictions (Leasing and Use) For Church Point Homeowners Association dated July 16, 2018, recorded on July 31, 2018, as Instrument No. 20180731000626700; and
4. Amendment by Amendment to Declarations of Restriction Applicable to Church Point (Architectural Guidelines) dated November 18, 2019, recorded on November 26, 2019,

as Instrument No. 20191126001008180

WHEREAS, the following Revisions to Declaration of Restrictions have been recorded in the Clerk's Office;

1. Revision of Declaration of Restrictions Applicable to Church Point Farm Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45 recorded on March 10, 1997, in Book 3715, Page 1852; and
2. Revision of Declaration of Restrictions Applicable to Church Point Farm Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45 recorded on September 22, 1997, in Book 3789, Page 1942

WHEREAS, the following Supplemental Declaration has been recorded in the Clerk's Office:

1. Supplemental Declaration dated May 18, 1998, recorded on June 7, 1999, in Book 4092, Page 0639

WHEREAS, the following Clarification and Amplification of Declaration of Restrictions instruments have been recorded in the Clerk's Office:

1. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1791;
2. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1785;
3. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1779;
4. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797; Page 1782;
5. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1770;
6. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1767;
7. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1776;
8. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1773; and
9. Clarification and Amplification of Declaration of Restrictions Applicable to Church Point dated September 30, 1997, recorded on October 10, 1997, in Book 3797, Page 1764

The Declaration of Restrictions, as amended, supplemented, revised, clarified and amplified are collectively referred to as the "Declaration".

WHEREAS, Paragraph 13 of the Declaration provides that the Declaration may be amended by the affirmative vote of two-thirds of the members present, in person or by proxy, at a meeting duly convened for the purpose of voting on the amendment, after notice, including a copy of the proposed amendment, and is effective upon recordation in the Clerk's Office; and

WHEREAS, it is in the best interest of the Association, and the desire of the members to amend and restate the Declaration to consolidate the Declaration into a single document, eliminate obsolete provisions, correct typos and make changes desired by the members consistent with changes in the law, operations, best practices, and technology, as set forth herein.

WHEREAS, at a meeting of the members duly held on November 29, 2023, the amendments set forth herein were approved.

NOW, THEREFORE, pursuant to the rights given to and reserved by the Association, the Declaration is amended and restated in its entirety as set forth herein.

The property described on Exhibit R-1 attached hereto and made a part hereof, consisting of all the numbered lots, have been declared and submitted, are and shall continue to be subject to the limitations, restrictions, and conditions hereof, and uses to which the lots constituting said subdivision of Church Point ("subdivision", "Church Point", or "neighborhood") may be put, said declarations shall constitute covenants that run with the land, as provided by law, and shall bind and inure to the benefit of all persons claiming under and through the declarant, and who now or hereafter own or acquire any right, title, estate or interest in or to any such property, or who now or hereafter occupy or enter on any portion of such property, except as otherwise provided herein.

This Declaration has the express purpose of ensuring the development of CHURCH POINT as a residential community of superior standards and architectural design and for uses herein specified, subject to the right of the Association to amend the Declaration as set forth herein.

1. Whether or not provision therefor is specifically stated in any sales contract or conveyance of record, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrub in addition to any street trees or other landscaping designated under the Master Landscaping Plan for the subdivision. Each building, wall, fence mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be constructed, installed, or placed on the property only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by the Association, may be for any

reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the Association.

No alteration in the exterior appearance of any structure or lot shall be made without like approval. The Board of Directors ("Board") shall have power to act for the Association to review and approve requests, and the Board may hire or consult with a qualified individual, association or corporation regarding the approval or rejection of such plans, and to charge and collect from the owner a reasonable fee for such review. The Board shall further have the authority for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a completed written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, through its designee or otherwise, or its successor or assigns, shall have the right to inspect construction of any building or structure while under construction and/or after completion to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop and/or require compliance any construction which does not conform to plans and specifications which have been submitted and approved as provided herein.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants; provided that no such building shall exceed two and one-half (2 ½) stories in height, in addition to any basement. All garages, porte cocheres, storage areas, tool cabins, garden houses, etcetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand two hundred fifty (2,250) square feet. Houses building on lots which are less than 14,000 square feet shall be two (2) stories in height. No lot shall be resubdivided into building sites

3. No sign of any kind shall be displayed to the public view or any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraphs 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupations whatsoever shall be conducted or carried on or upon any lot, provided, however businesses which require no employees other than the resident and do not generate frequent or regular visits from client or customers to the neighborhood may be conducted in any dwelling. No signage or other symbolic objects shall be placed on the lot or affixed to any structure in connection with the operation of such business. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event

that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the undersigned, its successor or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. Disturbing noise levels shall be prohibited at all times, such as unusually loud music, musical instruments or sounds recordings.

6. The installation or placement of antennas on the exterior of any dwelling or on the grounds of any lot shall be subject to compliance with the Rules promulgated by the Association's Board of Directors.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the undersigned to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the Association, acting through its Board of Directors or a committee established for such purpose, to approve or disapprove plans and specifications for any reason in its sole discretion, including variances from the guidelines listed below, the following plan guidelines are set forth:

Brick, stone, wood and stucco (or its equivalent) are the required exterior materials. Vinyl and any substitute therefore shall not be applied to more than 20 percent of the exterior of any structure. The Williamsburg Historic color collection shall be used to select colors for exteriors. No cinder block or asbestos shall be permitted on the exterior of any home.

A gas and/or electric with flickering/torch like bulb post lantern and/or sconce attached to the home and visible from the curb is required.

Rear and side loading garages are strongly preferred.

All driveways and sidewalks must be exposed aggregate, stamped concrete, or pavers. Parking pads adjacent to garage doors will be permitted to be brushed concrete not to exceed a distance of fifteen (15) feet from the garage door. Notwithstanding the foregoing, all adjoining and shared driveways and sidewalks must match and be of the same materials.

All homes shall be built on crawl spaces. In the alternative, elevated slabs and front loading garages may be utilized only upon prior written approval of the Board.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets.

10. The undersigned herein reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by the undersigned, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned shall be removed or replaced with different species or sizes of such species, without the written consent of the undersigned, or its designee, successor or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub

designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The Association, acting through its Board of Directors, shall have the non-exclusive right, but not the obligation, to enforce the covenants, limitations and restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, its successor and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in this declaration; provided that any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all owners of a lot in Church Point for an initial period of twenty-five (25) years from the date these covenants were recorded, after which time said covenants automatically extend for additional ten (10) year periods. This Declaration may be amended by the affirmative vote of two-thirds (2/3) of the members present, in person or by proxy or absentee ballot, at a meeting duly convened for the purpose of voting on the amendment after notice, including a copy of the proposed amendment being sent pursuant to Sections 13.1-866 and 13.1-842 of the Virginia Nonstock Corporation Act. Such amendment shall be duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach and shall be effective upon recordation.

14. In connection with the maintenance of the berms separating Church Point Reach and First Court Road and any other public or quasi-public areas, the following will be adhered to:

- a. The grass will be cut at least once every eighteen (18) days.
- b. Any plant beds are to be maintained in a weed-free condition.
- c. And dead plants will be promptly removed and replaced with a like plant.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, and its successor or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum B - Sawcut Requirements attached hereto and incorporated herein by reference.

17. All lot purchasers and subsequent assigns purchasing their lot are subject to the Church Point infiltration procedure as set forth in Addendum A attached hereto and incorporated herein by reference.



18. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Church Point Homeowners Association, wherein specific details pertain to waterfront area.

19. Each owner of a lot or lots shall automatically be a member of the Church Point Homeowners Association and shall comply with such rules and pay such assessments as are set by the Board.

The Association, acting through the Board of Directors, shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

20. Enforcement of the Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction or limitation contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

21. Declarant has assigned to the Association all or part of its rights, powers, obligations and privileges under the Declaration, and references within the Declaration to the undersigned, successors, assigns, designees, etc., refer to the assignment Of same to the Association.

22. The Board of Directors shall also have the power to (i) suspend a member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any member for any violation of the Declaration or Rules and Regulations for which the member or his family members, tenants, guests, or other invitees are responsible. Before any such charges or suspension may be imposed, the member shall be given a reasonable opportunity to correct the violation after written notice of the violation to the member at the address required for notice of meetings. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or such Committee as may be appointed by the Board for such purpose. Notice of a hearing shall be provided in the manner set forth in Va. Code Section 55.1-1819C. The amount of charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars (\$50) for a single offense or ten dollars (\$10) per day, as limited by Va. Code Section 55.1-1819D , for an offense of a continuing nature and shall be treated as an assessment against the member's lot for purposes of Va. Code Section 55.1-1833.

23. No lot or any portion thereof shall be used or occupied for transient or hotel purposes, or in any event leased for an initial period of less than one year. No owner shall lease a lot other than on by written form of lease: (1) requiring the tenant to comply with this Declaration, any Supplemental Declaration, the Bylaws, and all rules and regulations adopted by the Board of Directors, all as amended from time to time; (2) providing that failure to comply constitutes a default under the lease; and (3) providing that after forty-five (45) days prior written notice to the

owner, the Board of Directors has the power, but not the obligation, to terminate the lease or to bring summary proceedings to evict the tenant in the name of the owner as attorney-in-fact in the event of a default by the tenant. The Board of Directors may suggest or require a standard form lease or addendum for use by lot owners. Each lot owner shall, promptly following the execution of any lease of a lot, forward a conformed copy thereof to the Board of Directors. Notwithstanding the foregoing, all restrictions that would limit the use of the Manor House and its surrounding land (i.e. Section B-1 and Resubdivision of Lot 42A, 43A, 44 and Lot 45) as a bed and breakfast have been waived, amended, modified, released and terminated.

This Amendment shall be filed in the Clerk's Office and shall become effective, for all purposes upon recordation.

CHURCH POINT HOMEOWNERS  
ASSOCIATION

By \_\_\_\_\_,  
\_\_\_\_\_, President  
Print Name

COMMONWEALTH OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, President of CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

GIVEN under my hand and seal on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

Notary registration number:

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ON  
PURPOSE**

EXHIBIT R-1  
TO  
AMENDED AND RESTATED DECLARATION  
OF  
CHURCH POINT

LOTS SUBJECT TO DECLARATION

SEE ATTACHED LIST

**EXHIBIT R-1  
TO  
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
APPLICABLE TO  
CHURCH POINT**

1. Lots 1 – 123 Church Point The Mews

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, lying, situated and being in the City of Virginia Beach, Virginia, and known, numbered and designated as Lots 1 through 123 on that certain plat entitled SUBDIVISION OF PROPERTY CHURCH POINT, Bayside Borough, Virginia Beach, Virginia, dated October 8, 1989, revised January 4, 1990.

2. Lots 1 – 45, Section 2 Church Point Farm The Quays

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 1 through 45, inclusive and Parcels A and B, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION TWO, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated March 1990, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 205, at Pages 65 through 71, et seq.

3. Lots 249 – 259, Section 3E-1 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 249 through 259, inclusive, as shown on that plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-1, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated January 31, 1991, and recorded on March 27, 1991, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 211, at Page 67.

4. Lots 209 – 211, Section 3E-2 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 209 through 211, inclusive, as shown on that certain plat entitled

“SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-2, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated November 6, 1991, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 218, at Page 24.

5. Lots 108 – 119, Section 3A-1 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 108 through 119, inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-1 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated April 29, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 222, at Page 53. Also to include “RE-SUBDIVISION OF LOT 108 AND LOT 109”, dated August 25, 1992, which Re-Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 223, at Page 89.

6. Lots 207 & 208, Section 3E-4 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 207 and 208, inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated November 20, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 225, at Page 39.

7. Lots 197 & 198; 212 – 220; 234 – 248, Section 3E-3 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 197 and 198, Lot 212 through Lot 220, and Lot 234 through Lot 248 inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated October 15, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book

225, at Page 47 through page 48.

8. Lots 204 – 206, Section 3 D-1 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 204, 205, and 206, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-1 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated August 16, 1993, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 230, at Page 65.

9. Lots 106 & 107, Section 3A-2 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 106 and 107, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated April 19, 1993 made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 229, at Page 82.

10. Lots 221 – 233, Section 3D-2 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 221 through 233, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 14, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 62.

11. Lots 134, 135 and 136, Section 3A-5 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 134, 135 and 136, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-5

BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated September 9, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 59.

12. Lots 119, 120 & 121, Section 3A-4 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 119, 120 and 121, inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated September 9, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 61.

13. Lots 127 – 129, Section 3A-3 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 127, 128 and 129, inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated September 6, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 60.

14. Section B-1 and Re-Subdivision of Lot 42A, 43A, 44 and Lot 45

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 46, inclusive, as shown on that certain plat entitled “SUBDIVISION OF CHURCH POINT FARM, SECTION THREE B-1 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA”, dated June 15, 1993, 1993, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the “Subdivision Plat”), which Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 233, at Page 60-61. Also to include “RE-SUBDIVISION OF LOT 42A, 43A, 44 AND LOT45” dated June 15, 1993, which Re-Subdivision Plat is recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 233, at Page 60-61



15. Lots 147 through 164, 177 and 178 Church Point Farm, Section 3C-1 The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 147 through 164, 177 and 178 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-1, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated December 22, 1993 made by Kellam - Gerwitz Engineering Inc., Engineering-Surveying-Planning, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 233, at Pages 77 & 78.

16. Lots 194 through 196, Section 3C-2 Church Point Farm

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 194 through 196 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated February 10, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 234, at Page 60.

17. Lots 165 through 176, Section 3C-3 Church Point Farm

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 165 through 176 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated March 31, 1994 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 237, at Page 58.

18. Lots 199 through 203, Section 3D-3 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 199 through 203 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated May 27, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners,

Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 237, at Page 57.

19. Lots 122-126, 130-133, 137-146, Section 3A-6 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 122 through 126 inclusive, 130 through 133 inclusive, and 137 through 146 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-6 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated May 31, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 238, at Page 10-11.

20. Lots 92 through 105, Section 3B-2 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 92 through 105 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE B-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated July 23, 1994 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 238, at Page 83-84.

21. Lots 179 through 193, Section 3C-4 Church Point Farm The Commons

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 179 through 193 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated March 31, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 239, at Page 29-30.

22. Lots 179 through 193, Section 3C-4 Church Point Farm

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate

and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 87 through 91 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-4, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated October 11, 1994 made by Kellam-Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 247, at Page 88.

23. Lots 87 through 91 Church Point Farm Section 3B-3

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 47 through 52 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE B-3, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 5, 1995 made by Kellam-Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 247, at Page 89.

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ARTICLES OF ~~AMENDMENT~~INCORPORATION  
OF  
CHURCH POINT HOMEOWNERS ASSOCIATION

~~In compliance with the requirement of the Virginia Non-Stock Corporation Act, the undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, amends and restates the Article of Incorporation as follows have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:~~

ARTICLE I  
NAME

The name of the Corporation is CHURCH POINT HOMEOWNERS ASSOCIATION, and its duration shall be perpetual.

ARTICLE II  
PURPOSE

The purpose or purposes for which the Corporation is organized are:

1. To engage without profit to its members in such activities as may promote the preservation and maintenance of Association property, health, safety, welfare, superior standards of the residences and common benefit of the residents of Church Point.
2. To exercise all the powers and privileges and to perform all the duties and obligations of the Corporation as defined and set forth in its Bylaws or as may be granted to it ~~by the Declarant in the Declaration of Restrictions for Church Point recorded, or to be recorded,~~ in the Office of the Clerk of the Circuit Court of the City of Virginia Beach, Virginia, as such Declaration may be from time to time amended, supplemented, and revised, including, without limitation, the establishment and enforcement of payment of dues or assessments pursuant to the terms of such Declaration and Bylaws.
3. To provide for the expenses, maintenance, preservation, and operation of the Ppark area known as Church Point Common and any other necessary area within Church Point for the general benefit of the residents of the neighborhood, for the use of lots, and management and operation of the Corporation.
4. To acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease as Lessor or Lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

ARTICLE III  
MEMBERSHIP

Members of the Corporation shall be every owner of a fee or an undivided fee interest in any Church Point lot which is subject by covenant of record to assessments by the Corporation. Membership is mandatory. Membership shall terminate on transfer of a fee simple title by an

owner. However, such termination shall not act to relinquish any rights which the Corporation may have against such lot owner at the time of termination.

ARTICLE IV  
VOTING RIGHTS

There shall be ~~one two~~ classes of voting membership:

Members will be entitled to one (1) vote for each lot in which they hold the interest required for membership, provided that in no event shall more than one (1) vote be cast with respect to any single lot. Class A members shall be entitled to two (2) members of the Board of Directors so long as there is Class B membership. After Class B membership ceases to exist, Class A members shall elect five (5) members of the full Board.

ARTICLE V  
BOARD OF DIRECTORS

The number of directors ~~constituting the initial Board of Directors of the Corporation shall be five (5).~~ ~~is three(3), who are to serve as directors until the first annual meeting or until their successors are appointed or elected and take office:~~

<del>Jahn Wallace Summs</del>	<del>Charles F. Burroughs Jr.</del>
<del>127 S. Witchduck Road Suite 203</del>	<del>999 Waterside Drive</del>
<del>Virginia Beach, Virginia 23462</del>	<del>Norfolk, Virginia 23510</del>

~~Richard C. Burroughs~~  
~~999 Waterside Drive~~  
~~Norfolk, Virginia 23510~~

Directors ~~must~~ ~~not~~ be members of the Corporation. Directors shall be elected ~~At the first annual meeting, for terms as set forth in the Bylaws, the Class A members shall elect two directors for a term of one (1) year, and the Class B member at such meeting shall appoint three (3) directors for a term of one (1) year. Thereafter, the Class A members shall elect or appoint two (2) directors annually at the annual meeting, until class B membership ceases to exist, at which time Class A members shall elect the five (5) members of the full Board.~~

~~Directors elected by Class A members, may be removed from office by a majority vote of the Class A members voting in person or by proxy at a meeting called for the purpose of considering such removal. Directors appointed by the Class B member may be removed by written notification from the Declarant to the Secretary of the Corporation indicating such removal.~~

ARTICLE VI  
AUTHORITY TO DEDICATE

The Corporation shall have power to dedicate, sell or transfer all or any part of its real or personal property to any municipal corporation, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. ~~At such time as the~~

~~Class B membership no longer exists, a~~ No such dedication or transfer shall be effective unless approved by a vote of not less than two-thirds of all ~~Class A~~ members entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

ARTICLE VII  
DISSOLUTION

The Corporation may be dissolved upon the vote of not less than two-thirds of all the ~~Class A~~ members ~~and the assent of Declarant for so long as Class B membership exists~~. Such vote may be in person or by proxy or absentee ballot at a meeting duly called for such purpose.

Upon dissolution of the Corporation, the assets both real and personal of the Corporation, shall be dedicated to an appropriate municipal corporation or other public agency to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit organization, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the Corporation. In no event shall any of the assets of the Corporation inure to the benefit of any individual or member upon dissolution. Dissolution shall not in any way affect or impair the binding effect of the covenants and restrictions contained in the Declaration.

ARTICLE VIII  
AMENDMENTS

Amendment of these Articles shall require the ~~assent of the Declarant for so long as Class B membership exists, and subsequent to the first annual meeting, the~~ two-thirds vote of all ~~Class A~~ members who are voting in person or by proxy or absentee ballot at a meeting called to consider such amendment.

ARTICLE IX  
REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Corporation is 4397 First Court Road, Virginia Beach, Virginia 23455, and the name of its initial registered agent at such address is Jahn Wallace Summs. The registered agent has his residence in Virginia and the registered office is located in the City of Virginia Beach.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator is Jahn Wallace Summs, 4397 First Court Road, Virginia Beach, Virginia 23455.

The foregoing Articles of Amendments were proposed by the Board of Directors and submitted to the members in accordance with the Virginia Nonstock Corporation Act. At a meeting duly held on \_\_\_\_\_, 20\_\_\_\_, there existed a quorum of members entitled to vote on the amendments. The number of votes for the amendments totaled \_\_\_\_\_ and \_\_\_\_\_ the number of votes against the amendments totaled \_\_\_\_\_. The number of votes for the amendments was sufficient for approval by the members.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, in the name of the Corporation by:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date Signed

~~IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, I, the undersigned, constituting the incorporator of this Associating have executed these Article of incorporation on the 24<sup>th</sup> day of January, 1990.~~



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ARTICLES OF AMENDMENT  
OF  
CHURCH POINT HOMEOWNERS ASSOCIATION

The undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, amends and restates the Article of Incorporation as follows:

ARTICLE I  
NAME

The name of the Corporation is CHURCH POINT HOMEOWNERS ASSOCIATION, and its duration shall be perpetual.

ARTICLE II  
PURPOSE

The purpose or purposes for which the Corporation is organized are:

1. To engage without profit to its members in such activities as may promote the preservation and maintenance of Association property, superior standards of the residences and common benefit of the residents of Church Point.
2. To exercise all the powers and privileges and to perform all the duties and obligations of the Corporation as defined and set forth in its Bylaws or as may be granted to it in the Declaration of Restrictions for Church Point recorded in the Office of the Clerk of the Circuit Court of the City of Virginia Beach, Virginia, as such Declaration may be from time to time amended, supplemented, and revised, including, without limitation, the establishment and enforcement of payment of dues or assessments pursuant to the terms of such Declaration and Bylaws.
3. To provide for the expenses, maintenance, preservation, and operation of the Park area known as Church Point Common and any other necessary area within Church Point for the general benefit of the residents of the neighborhood, for the use of lots, and management and operation of the Corporation.
4. To acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease as Lessor or Lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

ARTICLE III  
MEMBERSHIP

Members of the Corporation shall be every owner of a fee or an undivided fee interest in any Church Point lot which is subject by covenant of record to assessments by the Corporation. Membership is mandatory. Membership shall terminate on transfer of a fee simple title by an owner. However, such termination shall not act to relinquish any rights which the Corporation may have against such lot owner at the time of termination.

ARTICLE IV  
VOTING RIGHTS

There shall be one class of voting membership. Members will be entitled to one (1) vote for each lot in which they hold the interest required for membership, provided that in no event shall more than one (1) vote be cast with respect to any single lot. Class A members shall be entitled to two (2) members of the Board of Directors so long as there is Class B membership. After Class B membership ceases to exist, Class A members shall elect five (5) members of the full Board.

ARTICLE V  
BOARD OF DIRECTORS

The number of directors of the Corporation shall be five (5). Directors must be members of the Corporation. Directors shall be elected at the annual meeting, for terms as set forth in the Bylaws..

Directors may be removed from office by a majority vote of the members voting at a meeting called for the purpose of considering such removal.

ARTICLE VI  
AUTHORITY TO DEDICATE

The Corporation shall have power to dedicate, sell or transfer all or any part of its real or personal property to any municipal corporation, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless approved by a vote of not less than two-thirds of all members entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

ARTICLE VII  
DISSOLUTION

The Corporation may be dissolved upon the vote of not less than two-thirds of all the members. Such vote may be in person or by proxy or absentee ballot at a meeting duly called for such purpose.

Upon dissolution of the Corporation, the assets both real and personal of the Corporation, shall be dedicated to an appropriate municipal corporation or other public agency to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit organization, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the Corporation. In no event shall any of the assets of the Corporation inure to the benefit of any individual or member upon dissolution. Dissolution shall not in any way affect or impair the binding effect of the covenants and restrictions contained in the Declaration.

ARTICLE VIII  
AMENDMENTS

Amendment of these Articles shall require the two-thirds vote of all members who are voting in person or by proxy or absentee ballot at a meeting called to consider such amendment.

ARTICLE IX  
REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Corporation is 4397 First Court Road, Virginia Beach, Virginia 23455, and the name of its initial registered agent at such address is Jahn Wallace Summs. The registered agent has his residence in Virginia and the registered office is located in the City of Virginia Beach.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator is Jahn Wallace Summs, 4397 First Court Road, Virginia Beach, Virginia 23455.

The foregoing Articles of Amendments were proposed by the Board of Directors and submitted to the members in accordance with the Virginia Nonstock Corporation Act. At a meeting duly held on November 20, 2023, there existed a quorum of members entitled to vote on the amendments. The number of votes for the amendments totaled \_\_\_ and the number of votes against the amendments totaled \_\_\_\_\_. The number of votes for the amendments was sufficient for approval by the members.

EXECUTED this 20<sup>th</sup> day of November, 2023 in the name of the Corporation by:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date Signed

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**AMENDED AND RESTATED BYLAWS  
OF  
CHURCH POINT HOMEOWNERS ASSOCIATION**

These AMENDED AND RESTATED BYLAWS OF CHURCH POINT HOMEOWNERS ASSOCIATION made as of this 17<sup>th</sup> day of July, 2023, by Church Point Homeowners Association, a Virginia nonstock corporation (“Association”).

WITNESSETH:

WHEREAS, the Bylaws of Church Point Homeowners Association (“Association”) were adopted by unanimous resolution of the initial Board of Directors for Church Point Homeowners Association who met for such purpose on January 31, 1990.

WHEREAS, the Bylaws have been amended by the First Amendment to the By-laws of Church Point Homeowners Association dated October 15, 1997, which were recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach (“Clerk’s Office”) on May 3, 2001 in Book 4484, Page 1922; however, the Bylaws need not be recorded. Bylaws, as amended referred to as the “Bylaws”.

WHEREAS, the Bylaws have been amended by Amendment to Bylaws Of Church Point Homeowners Association adopted on October 20, 1998.

WHEREAS, the Bylaws contemplate that they may be amended from time to time.

WHEREAS, the Board of Directors voted to approve these Amended and Restated Bylaws.

NOW, THEREFORE, the Bylaws of the Association are hereby amended and restated in their entirety as set forth herein.

**ARTICLE I: DEFINITIONS**

Unless the context otherwise specifies or requires, the terms defined in this Article I shall have the meaning herein specified.

**ARTICLES:** The term ARTICLES shall mean the Articles of Incorporation of Church Point Homeowners Association, together with such Amendments to the Articles as may, from time to time, be properly made.

**BOARD:** The term BOARD shall mean the Board of Directors of the Corporation.

**BYLAWS:** The term BYLAWS shall mean this instrument as it may be amended from time to time, pursuant to the provisions of this instrument.

**COMMON AREAS:** The term COMMON AREAS shall mean all real property owned by the Association and all improvements or facilities thereon, including without limitation the Park areas and Open Spaces.

**CORPORATION:** The term CORPORATION shall mean Church Point Homeowners Association, a Virginia nonstock corporation.

**FISCAL YEAR:** The term FISCAL YEAR shall mean the calendar year, unless changed or modified by the Board of Directors of the Corporation.

**DECLARATION:** The term DECLARATION shall mean the Declaration of Restrictions for Church Point Homeowners Association recorded in the Clerk's Office, as amended, supplemented, revised, clarified and amplified.

**DECLARANT:** The term DECLARANT shall mean the Developer, Church Point Associates.

**LOT:** The term LOT shall mean any lot submitted and subject to the Declaration of Church Point.

**OWNER:** The term OWNER shall mean the record owner of any lot in Church Point, and shall have the same meaning as member.

## **ARTICLE II: GENERAL**

The Corporation has been organized to perform the functions described herein except for those to be performed by others as set forth herein. The Corporation is charged with the duties and has the powers prescribed by law and set forth in the Articles, Bylaws and the Declaration for Church Point.

## **ARTICLE III: BOARD OF DIRECTORS**

### **Section 1: Directors**

The number of Directors shall be five (5). Directors must be lot owners. In the event that a corporation or other legal entity is a member of the Corporation, it may designate one or more persons who shall be eligible to serve as a director on its behalf.

### **Section 2: Election of Directors**

Directors shall be elected at the Annual Meeting of the Corporation or at Special Meetings called for this express purpose.



## 2.1 Terms of Office

Three (3) members of the Board of Directors shall be elected in odd numbered years and two (2) members of the Board of Directors shall be elected in even numbered years. Directors shall be elected for a term of two (2) years.

## Section 3: Resignation

Any director may resign at any time by giving written notice to the Board.

## Section 4: Powers and Duties of the Board

The Board shall have the powers and duties necessary for the administration of the business and affairs of the Corporation and may do all such acts and things, except as prohibited by law or are required to be done by the members, as are necessary to effect the purposes, powers and duties of these Bylaws, the Articles of Incorporation or the Declaration for Church Point. Such powers and duties of the Board shall include, but shall not be limited to the following:

- a. Make provision for all expenses of the Corporation and adopt rules concerning the operation, care, upkeep, and maintenance of the Park Area, including any areas which may not be owned by the Corporation but which may be subject to common use, as well as other areas within Church Point which would serve the general benefit of the community.
- b. The determination and collection of assessments from the members of the Corporation, including the right to enforce such collections by methods described in the Bylaws, in the Declaration and in the Virginia Property Owners Association Act..
- c. Opening of bank accounts on behalf of the Corporation and designate the signatories required therefore.
- d. Leasing, purchasing, managing and otherwise dealing with the Corporation's real or personal property as may be necessary for the Park and other areas.
- e. Obtaining and maintaining public liability insurance and personal property insurance in the name of the Corporation for the Common Areas, including the Park Area any areas not owned by the Corporation used for Park use, as well as any other insurance deemed necessary for the protection of the members of the Corporation.
- f. Adoption and enforcement of rules and regulations relating to Park use or other areas for the general benefit of the Corporation and community, the limitations, restriction and conditions set forth in the Declaration, and such other areas of

responsibility assigned to the Corporation by the Declaration, except where reserved to the members.

- g. To hire or contract with persons, contractors, employees and other professionals for management of the Corporation, maintenance of the Common Areas, including the Park area, or other areas for the general benefit of the community, and to assist in carrying out its powers and responsibilities.
- h. To appoint committees from time to time from the membership relating to community affairs.

#### Section 5: Removal of Directors

Directors may be removed with or without cause and a successor elected by vote of a majority of the members of the Association at a duly held Special Meeting called for this purpose.

#### Section 6: Vacancies on the Board

Vacancies on the Board caused by any reason other than removal of a director under Section 5 of this Article shall be filled by vote of a majority of the remaining directors at a Special Meeting of the Board held for that purpose, which meeting shall be held after the occurrence of any such vacancy. Each person so elected shall be a director until the next annual meeting of the Corporation, or until a Special Meeting of the Corporation is duly called and held for the purpose of electing a director to fill such vacancy.

#### Section 7: Regular Meetings

Regular meetings of the Board may be held at such date, time and place as shall be determined by a majority of the members of the Board. Notice of regular meetings of the Board shall be given to each director at least three (3) business days prior to the day named for such meeting.

#### Section 8: Special Meetings

Special meetings of the Board may be called by the President on three (3) business days notice to each director given, which notice shall state the date, time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

#### Section 9: Waiver of Notice of Meetings

Any director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a

director at a meeting of the Board shall constitute a waiver of notice of that meeting, unless the director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

#### Section 10: Quorum

At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the directors at a meeting at which a quorum is present shall constitute the decision of the Board. The directors shall have the right to take any action in the absence of a meeting or quorum which they could take at a meeting by obtaining the written approval of a majority of directors either prior to or subsequent to the action taken in accordance with Va. Code Section 13.1-865A.

#### Section 11: Fidelity Bonds

Obtain and maintain a blanket fidelity bond or employee dishonesty insurance policy insuring the Corporation against losses resulting from theft or dishonesty committed by officers, directors, or persons employed by the Corporation or committed by any managing agent or employees of the managing agent. Such bond or insurance policy shall provide coverage in an amount equal to the lesser of \$1 million or the amount of the reserve balances of the Corporation plus  $\frac{1}{4}$  of the aggregate annual assessment income of the Corporation, but in any event no less than \$10,000. The Board or managing agent may obtain such coverage on behalf of the Corporation, and the costs for such coverage shall constitute a Corporation expense.

#### Section 12: Compensation of Board

No member of the Board shall receive any compensation from the Corporation for acting as such, except for reimbursement of necessary and duly incurred expenses.

#### Section 13: Directors Not Liable

The directors shall not be liable to the members of the Corporation for any mistake of judgement, neglect, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Corporation and its members shall indemnify and hold harmless each director against all contractual liability to others arising out of any contract made by the Board on behalf of the Corporation, unless such contract shall have been made in bad faith or contrary to the provisions of these Bylaws, the Declaration or Articles. It is intended that the Directors shall have no personal responsibility with respect to any contract made by them on behalf of the Corporation. Similarly, the Directors shall have no personal liability for any injuries or other claims of action arising in the Park areas, and the directors shall be indemnified and held harmless against all liability to third parties arising out of any claim made by any party for incidents involving the Park Areas, or other areas within Church Point where the Corporation is involved with maintenance, etc.

#### Section 14: Records

The Board shall cause to be kept minutes of its meeting and of the membership meetings, records of its actions, and the financial records and books of account for the Corporation and make them available as set forth in Va. Code Section 55.1-1815 and Va. Code Sections 13.1-933 and 13.1-934.

#### Section 15: Annual Report

An annual report of the receipts and expenditures of the Corporation shall be made at the end of each fiscal year by an independent accountant. The Board shall cause this report to be made available to member upon request promptly after it is made.

### **ARTICLE IV: MEMBERSHIP, VOTING RIGHTS, AND SHARES**

#### Section 1: Membership

Every person or entity, who is an owner of record of a fee or undivided fee interest in any Church Point lot, shall be a member of the Corporation. This is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation.

#### Section 2: Voting Rights

The Corporation has one class of voting membership. Members shall be all those owners of lots and shall be entitled to one vote for each lot owned.

#### Section 3: Shares

For purposes of dissolution of the Corporation and distribution of assets only, members shall be deemed to hold one equal share of the assets of the Corporation for each lot in which they hold interest required for membership, such that there shall be no more than one share with respect to any single lot.

### **ARTICLE V: MEMBERSHIP MEETINGS**

#### Section 1: Annual Meetings

Annual meetings shall be held on such dates as are designed by the Board. At such meetings, directors shall be elected, and other matters may be brought before the membership for their consideration.

## Section 2: Special Meetings

It shall be the duty of the President to call a Special Meeting of the membership as directed by the Board or upon petition signed by at least twenty five(25%) of the membership, delivered to the Secretary.

## Section 3: Notice of Meetings

It shall be the duty of the Secretary to cause to be provided notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to each member of record, at least 14 days prior to any annual or regular meeting and at least seven days prior to and special meeting. The mailing or delivery of a notice in the manner provided in Va. Code Section 55.1-1815 G shall be considered notice served. In lieu of sending notice by U.S. mail, notice may be (i) hand-delivered to the member or (ii) sent to the member by electronic mail, provided that the member has elected to receive such notice by electronic mail and, in the event that such electronic mail is returned as undeliverable, notice is subsequently sent by U.S. mail. Notice of a meeting need not be given to a member if a written waiver thereof executed before, during, or after the meeting by such member is filed with the records of the meeting. A member's presence at a meeting shall waive notice.

## Section 4: Quorum

A quorum at a membership meeting shall be achieved by the presence, in person or by proxy or absentee ballot, of not less than 10% of the members of the Association.

## Section 5: Voting

Any or all members may be present at any meeting of the membership and may vote or take any other action as a member either in person or by proxy or absentee ballot. Each member shall be entitled to cast one vote at all meetings for each lot owned, unless membership has been suspended pursuant to Article VII, Section 4.

# **ARTICLE VI: OFFICERS**

## Section 1: Principal Officers Of The Corporation

The officers of the Corporation shall be the President, Vice President, Secretary and Treasurer, who shall be members of the Board of Directors. The officers shall be elected and removed by the Board.

## Section 2: President

The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the members and of the Board. The President is elected by the Board and shall have all of the general power and duties which are incident to the office of the President of the Corporation under Virginia law.

## Section 3: Vice President

The Vice President shall take the place of the President and shall perform the duties, whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board shall appoint some other member of the Board to act in place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him/her by the Board or by the President.

## Section 4: Secretary

The Secretary shall cause to be kept the minutes of all meetings of the members and of the Board; shall have charge of such books and records as the Board may direct, and shall perform all the duties incident to the office of Secretary of the Corporation under Virginia laws.

## Section 5: Treasurer

The Treasurer shall have responsibility for Corporation funds and accounts and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursement and for the preparation of required financial data. The Treasurer shall be responsible for the deposit of all funds and other assets in the name of the Corporation in such depositories as may, from time to time, be designated by the Board and shall perform all duties incident to the office of Treasurer of the Corporation under Virginia law. No payment voucher shall be made unless and until approved by the Treasurer, or, in his/her absence, a director designated by the Board.

## Section 6: Execution of Document For The Board

All agreement, contracts, deeds, leases, checks and other instruments of the Corporation shall be executed by such officer or officers of the Corporation or by such other person(s) as may be authorized by the Board.

## Section 8: Compensation Of Officers

No officer shall receive any compensation from the Corporation for acting as such, except for reimbursement of necessary and duly incurred expenses.

#### Section 9: Resignation

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Any resignation shall take effect at the date of accept of such notice or at such other time specified therein.

### **ARTICLE VII: OPERATIONS**

#### Section 1: Budget

The Board shall each year prepare a budget for the Corporation, and in connection therewith, determine the dues for each member. The common expenses shall include, without limitation, real and personal property taxes on Corporation assets, the cost of all insurance, management of the Corporation, maintenance costs for the Park areas and other areas maintained for the general benefit of the members, and other areas of responsibility for the Corporation, and capital expenditures for any assets to be used for Park use or otherwise.

#### Section 2: Payment of Dues

All members shall pay the dues and/or assessments assessed by the Board and said dues are due and payable on the first of each month, unless otherwise determined by the Board. No member shall be liable for the payment of any part of any dues assessed against his interest subsequent to a sale of such interest. Proration shall be required between any former and new members relative to a particular lot.

#### Section 3: Default

If payment of any dues and/or assessments are not made by the tenth (10<sup>th</sup>) of the month, the member shall be considered in default. In the event of default by any member in the payment of dues, such member shall be obligated to pay interest at the rate of twelve percent per annum on such dues from the due date thereof, together with all expenses, including attorney's fees, incurred by the Association, or other entity designated, in collecting same. Such default could result in a lien against the property in accordance with Va. Code Section 55.1-1833.

#### Section 4: Power To Suspend Membership

In the event of default by any member in the payment of dues or any other amounts owed the Corporation, the Board shall have the power to suspend such member's membership in the Corporation, and such suspension shall remain in effect until such amounts are paid.

Section 5: Rules and Regulations

The use of the Park areas and any other areas for the general benefit of the members, use of the lots, and such other areas of responsibility assigned to the Association by the Declaration shall be subject to rules and regulations from time to time adopted by the Board.

**ARTICLE VIII: MISCELLANEOUS**

Section 1: Conflicts

In case any of these Bylaws are in conflict with any provision of any statute, the Articles of Incorporation, the Declaration, the provisions of such statute, Articles or Declaration, as the case may be, shall control.

Section 2: Invalidity


The invalidity of any part of these Bylaws shall not impair or affect, in any manner, the validity, enforceability or effect of the balance of these Bylaws.

Section 3: Waiver

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

IN WITNESS WHEREOF, the following signature and seal as of the date first above written.

**CHURCH POINT HOMEOWNERS ASSOCIATION**

By   
Jeffrey Cobb, President  
Print Name