

Amended and Restated BYLAWS  
GLENMORE COMMUNITY ASSOCIATION, Inc.

ARTICLE I  
APPLICABILITY

These Bylaws provide for the governance of Glenmore Community Association, Inc, a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definitions shall have the meanings specified for such terms in the Articles of Incorporation of the Association (the "Articles of Incorporation") or in the Amended and Restated Declaration of Covenants and Restrictions of Glenmore and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, as the same may hereafter be amended or supplemented from time to time (the "Covenants").

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner and Tenant, unless otherwise specified in the Covenants, shall be a Member of the Association. Every Owner shall be required to submit the name(s) of his Tenant(s) and the duration of their tenancy to the secretary of the Association. The Association may issue to each Member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Glenmore.

Section 2. Voting Rights. Voting Members shall be all Owners of Residential Lots or Family Dwelling. Voting Members shall be entitled to one (1) vote for each Residential Lot or Family Dwelling Unit in which they hold the interest required for membership.

Tenants shall not have the right to vote.

When any property entitling the Owner to membership of the Association is owned of record in the name of two (2) or more persons or entities whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint of common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- a) If only one (1) votes, in person or by proxy, his act shall bind all;
- b) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;

- c) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- d) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Suspension of Voting Rights. The Board of Directors may suspend the voting rights of any Member during any period of time when such Member is in default of any obligation under these Bylaws or the Covenants. Voting rights shall be suspended for any owner who is delinquent in payment of any assessment(s), and who has not initiated and is not current in a payment plan approved by the Association.

### ARTICLE III DIRECTORS

Section 1. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members. Six (6) of the seven (7) Directors shall be Voting Members of the Association and elected by the Members of the Association as provided herein. One (1) of the seven (7) Directors shall be appointed by the owner of the Glenmore Country Club. The term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Section 2. Election of the Board of Directors. Each Voting Member of the Association shall be entitled to as many votes as equals the total number of votes he/she is entitled to based on the number of Residential Lots and Family Dwelling Units owned. Each Member may cast the total number of votes to which he/she is entitled for each vacancy to be filled. Cumulative voting shall not be allowed. The number of Residential Lots and Family Dwelling Units owned by Members shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 3. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of the majority of the directors present at a meeting in which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less, than a quorum present, those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively unanimously consent in writing to such action. Any such written consent, including email, shall be filed with the minutes of the proceedings of the Board of Directors.

Section 5. Tenure. At the first annual meeting, the Voting Members shall elect Directors to serve until the second subsequent Annual Meeting. At each annual meeting thereafter, the Voting Members shall elect Directors as provided herein. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he/she was elected to fill. Election of Directors by the Board of Directors to fill a vacancy may be conducted by electronic and/or conventional mail ballot if the Board of Directors so determine.

Section 6. Annual Meetings. Annual meetings of the Board of Directors to elect officers shall be held annually immediately following the annual meeting of the Members.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors by giving notice thereof as provided in Section 8 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

Section 8. Notice. Notice of any annual or regularly scheduled meeting of the Board of Directors shall be given at least fourteen(14) days in advance. Notice of any other meeting shall be given at least seven (7) days in advance. The notice will confirm the time, place, and purposes of such meeting. In the event of cancellation of any annual meeting of the Association at which directors are elected, the seven (7) day notice of any subsequent meeting scheduled to elect such directors shall include a statement that the meeting is scheduled for the purpose of election of directors. Previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law, the Articles of Incorporation, these Bylaws or the Covenants.

Section 9. Compensation. Directors of the Association shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any director may be reimbursed for his/her actual expenses incurred in the performance his duties as director, but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE IV  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Glenmore Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the Glenmore Common Areas of any Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Covenants;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested in writing by one fourth (1/4) vote of the Voting Members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) fix the amounts of all assessments; send written notice of all assessments to every Owner subject thereto; in the discretion of the Board of Directors, foreclose the lien against any

property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Glenmore Common Areas to be maintained or improved; and
- (h) such other duties as are set forth in the Covenants.

Section 3. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall, annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first mortgage on a lot(s) or unit(s) shall be entitled upon written request to a financial statement for the immediately preceding fiscal year.

Section 4. Annual Budget. The Board of Directors shall prepare and make available to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE V  
MEETINGS

Section 1. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Voting Members at an open meeting or the Association shall be as follows:

- (a) The first time a meeting of the Members of the Association is called for any purpose the presence at the meeting of Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the membership shall constitute a quorum.

If the required quorum is not present as set forth in subparagraph (a) above, another meeting or meetings may be called and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article V, Section 1, and any other requirements for such "duly called meeting" which may be established herein. For the purpose of this section "proper notice" shall be deemed to be given when given each Voting Member not less than fifteen (14) days prior to the date of the meeting at which any proposed action is to be considered. -

Section 2. Proxies. All Voting Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 3. Ballots by Conventional and Electronic Mail. When desired by the Board of Directors, there shall be sent with the notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Voting Members and a ballot on which each Voting Member may vote. Each ballot which is presented at such meeting shall be counted in the calculation of the quorum requirements set out in Section 1 of this Article V. Motions not contained in the notice of the meeting and on the ballot sent to all members cannot be voted on at such meeting.

Section 4. Annual Meetings. The annual meeting of the Association shall be held on such date during the month of February each year as shall be fixed by the Board of Directors.

Section 5. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 6. Special Meetings. Special meetings of the Members may be called by the President or a majority of the Directors, and by the Secretary upon demand of Members as required by law.

Section 7. Notice of Meetings. Written notice stating the place, day and hour of each meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fifteen (14) days before the date of the meeting (except when a different time is required by law) either personally or by conventional and/or electronic mail to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail with postage thereon prepaid, addressed to the Member at his/her address as it appears on the Association's current record of Members. If given in any other manner, such notice shall be deemed to be effective when given personally or sent electronically.

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjournment is fixed, notice of the adjourned meeting shall be given to persons who are Members as of the new record date unless a court provides otherwise.

Section 8. Record Dates. The record date for determining Members entitled to demand a special meeting is the date the first Member signs the demand that the meeting be held.

Except as is provided in the preceding paragraph, the Board of Directors may fix, in advance, a record date to make a determination of Members entitled to notice of, or to vote at, any meeting of Members, such date to be not more than seventy (70) days before the meeting or action requiring a determination of Members. If no such date is set for any meeting, then, except as provided in the preceding paragraph, the record date shall be the close of business on the day before the date on which the first notice of the meeting is mailed. If notice is given in any other manner, then the record date shall be the close of business on the day before the date on which the first notice of the meeting is given.

When determination of Members entitled to notice of or to vote at any meeting of Members has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

## ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any

two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may, but need not, be directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer or director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that a committee may not (i) approve or recommend to Members action that is required by law to be approved by Members (ii) fill vacancies on the Board of Directors or on any of its committees; (iii) amend the Articles of Incorporation; (iv) adopt, amend or repeal these Bylaws or the Covenants; or (v) approve a plan of merger not requiring member approval.

The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct required of a director.



Section 2. Committee Meetings, Miscellaneous. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to committees of directors and their members as well.

## ARTICLE VIII MISCELLANEOUS

Section 1. Amendments. All proposed Amendments to these Bylaws shall be submitted to a vote of the Voting Members at a duly called meeting of the Association subject to the quorum requirements established by Article V, Section 1, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least fifteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of these Bylaws or the Covenants shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by conventional or electronic mail to the address appearing on the Association's membership list. Notice to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 3. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for herein.

Section 4. Management and Contract Rights of Association. The Company may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract.

Section 5. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year; (c) receive written notice of all meetings of the

Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condition or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance Policy of fidelity bond maintained by the Owners Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 6. Corporate Seal. The corporate seal of the Association shall be circular and shall have inscribed thereon, within and around its circumference, "GLENMORE COMMUNITY ASSOCIATION, INC. ". In the center shall be the word "SEAL".



**Amended and Restated**  
**Declaration of Covenants & Restrictions of Glenmore**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Glenmore Community Association, Inc., a Virginia non-stock corporation, hereinafter called the "Association".

WITNESSETH:

WHEREAS, Glenmore is a planned residential community in Albemarle County, Virginia, developed by Glenmore Associates Limited Partnership (hereinafter called "GALP"); and

WHEREAS, GALP recorded a Declaration of Covenants & Restrictions of Glenmore in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, dated March 10, 1992, in Deed Book 1224, page 402, and Supplemental Declarations recorded in said Clerk's Office in Deed Book 1534, page 0477, Deed Book 1599, page 0516, Deed Book 4021, page 543 - 547, Deed Book 4061, page 484 - 488, Deed Book 4182, page 113 - 119; and

WHEREAS, pursuant to the authority contained in the Declaration to add additional sections to Glenmore, GALP added as part of Glenmore the Bremerton Cottages by Declaration of Covenants and Restrictions of Bremerton Cottages (hereinafter called the "Bremerton Declaration"), dated March 10, 1992, and recorded in the aforesaid Clerk's Office in Deed Book 1224, page 494; and

WHEREAS, pursuant to the authority contained in the Declaration to add additional sections as part of Glenmore, GALP added as part of Glenmore the Scottish Homes by the Declaration of Covenants and Restrictions of Scottish Homes (hereinafter called the "Scottish Homes Declaration"), dated March 10, 2000, and recorded in the aforesaid Clerk's Office in Deed Book 1970, page 600; and

WHEREAS, GALP created common areas for the benefit of the owners of lots in Glenmore (hereinafter called the "Owners"); and

WHEREAS, GALP developed a system of private roads in Glenmore for access to the individual lots, common areas, golf course, club house facilities and equestrian center in Glenmore; and

WHEREAS, GALP divested itself of ownership of all its property in Glenmore, including lots, reserved areas, the roads, common areas, golf course, club house facilities, and equestrian center; and

WHEREAS, GALP conveyed title and ownership of the common areas and roads in Glenmore to the Glenmore Community Associations, Inc. (hereinafter called the "Association"), a non-stock Virginia corporation whose members are composed of the Owners of properties in Glenmore, by a series of deeds recorded in the aforesaid Clerk's Office in Deed Book 3907, page 401, Deed Book 3907, page 415, Deed Book 3907, page 420, Deed Book 3935, page 18, Deed Book 4493, page 196, and Deed Book 4530, page 318, Deed Book 4803, page 196; and

WHEREAS, the Owners desire to simplify and update the Declaration to reflect the changed circumstances at Glenmore; and

WHEREAS, pursuant to Article XII, Section 2, of the Declaration, the Owners have acted to amend and restate the Declaration as set forth herein in the Amended and Restated Declaration of Covenants & Restrictions; and

WHEREAS, attached to this Amended and Restated Declaration is an Exhibit regarding the meeting of the Owners at which the Amended and Restated Declaration was adopted by the votes of more than the required two-thirds of the Owners present in person or by proxy of the duly constituted meeting; and

WHEREAS, the Owners and Association desire to continue to provide for the preservation of values and for the maintenance of common areas, facilities and services and for a vehicle for the administration, and enforcement of covenants and restrictions; and

NOW THEREFORE, the real property described in Article II, and such additions thereto, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements charges, assessments ("Assessments") affirmative obligations, and liens (all hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

#### **Article I - Definitions**

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

- (a) "Affiliate" shall mean any corporation of which the voting stock is owned by the Association.
- (b) "Approval" shall include in its meaning, without limitation, the right and authority of the Association to deny or disapprove and/or require modifications before approval is granted of applications for approval of architectural designs.
- (c) "Association" shall mean and refer to Glenmore Community Association, Inc., a Virginia non-stock corporation.
- (d) "Common Areas" shall mean and refer to those tracts or parcels of land including any improvements thereon which are deeded to the Association and designated in said deed or lease as "Common Areas." The term "Common Areas" shall also include any personal property acquired or leased by the Association if said property is designated "Common Area." All Common Areas are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.
- (e) "Company" shall mean Glenmore Associates Limited Partnership ("GALP"), a Virginia Limited Partnership, its successors and assigns.

- (f) "Country Club" shall mean and refers to any land and facilities which is operated as a country club with recreational facilities which may include a golf course, a club house, pool(s), tennis court(s), and all related and supporting facilities and improvements.
- (g) "Development Unit Parcel" shall mean and refer to any parcel or tract of land within the Properties, conveyed by the Association or Developer to any third party under Covenants and Restrictions permitting the division of such parcel or tract into smaller land units. For the purposes of this Amended and Restated Declaration, a parcel of land shall not be deemed a "Development Unit Parcel" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Development Unit Parcel is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. A Development Unit Parcel, or portions thereof, shall remain classified as such until further subdivided and classifiable as a Residential Lot or Lots or Common Areas.
- (h) "Developer" shall mean and refer to GALP and any company or individual who has acquired a Development Unit Parcel(s) and/or Subdivision within Glenmore.
- (i) "Equestrian Center" shall mean and refer to the equestrian center operation.
- (j) "Equestrian Parcel" shall mean and refer to the 60.8 acre parcel of land and facilities on the western side of Glenmore entrance corridor, which is owned by the Association, and which is operated as an equestrian center or similar rural purpose, with all related and supporting facilities, pastures, parcels and other improvements.
- (k) "Family Dwelling Unit" shall mean and refer to any improved property or any property formerly classified a Residential Lot for which a building permit has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a Single Family Dwelling.
- (l) "Glenmore" shall mean and refer to the lands in Albemarle County, Virginia, which are designated as a part of Glenmore in the Albemarle County Glenmore Planned Residential Development (GPRD).
- (m) "Common Area Master Plan" shall mean and refer to the drawing and specifications which represents the current and planned future use of the Glenmore Common Areas. Since the concept of the future development of Glenmore is subject to change by the Association, present and future references to this Common Area Master Plan shall be references to the latest revision thereof.
- (n) "Member" shall mean and refer to all those Owners and Tenants of Residential Lots and/or Family Dwelling units in Glenmore who are Members of the Association by virtue of their ownership or tenancy.
- (o) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot

or Family Dwelling Unit, situated within or upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, a long-term contract of sale covering any land within the Properties, the Owner of such land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the land for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the land until all such payments are made, although the purchaser is given the use of said land.

- (p) "Properties" shall mean and refer to Existing Property described in Article II hereof and additions thereto, which are subjected to this Amended and Restated Declaration or any Supplementary Declaration under the provisions of Article II hereof.
- (q) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as a site for a single family detached dwelling as shown upon any recorded final subdivision plat on any part of the Properties. No parcel shall, however be classified as a Residential Lot until the first day of the month following the recording of a plat in the Clerk's office of the Circuit Court of Albemarle County, Virginia showing such Residential Lot.
- (r) References to "Rights" includes within its meaning the power and authority of the Association to exercise the rights formerly held by GALP.
- (s) "Roads" shall mean and refer to those areas designated on the plats as roads or roadways, other than publicly dedicated and accepted roads, and have been or will be deeded, to the Association, subject to the rights of ingress and egress and easements for utilities.
- (t) "Subdivision" shall mean and refer to a parcel of land that is subdivided and classifiable as a Residential Lots or Common Areas.
- (u) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit.
- (v) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof which are subjected to this Amended and Restated Declaration or any Supplementary Declaration under the provisions of Article II hereof, which has not been subdivided into and classified as Residential Lots, or Common Area through metes and bounds subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

(w) "Voting Members" shall mean and refer to all of those members of the Association who own a Residential Lot and/or Family Dwelling Unit, who are current in payment of assessments or an approved payment plan.

## **Article II – Existing Property**

Section 1. Existing Property. The real property which is subject to these Covenants, in full or in part as is the case for some properties covered under Supplemental Declarations, is described as follows:

All that tract or parcel of land, situated, lying and being in Albemarle County, Virginia, which is more particularly described in Exhibit "A" attached hereto, known as Glenmore in the Albemarle County Glenmore Planned Residential Development, and by specific reference made a part hereof.

All of the real property hereinabove described shall be referred to herein as the "Existing Property". The Association reserves the right to review and modify the Common Area Master Plan, per the requirements as defined in this Declaration. All properties conveyed to the Association shall become Common Areas. No additional land outside the existing boundaries of Glenmore will be added to Glenmore.

## **Article III – Membership and Voting Rights in the Association**

Section 1. Membership. Every Owner and Tenant, unless otherwise specified, shall be a Member of the Association. Every owner shall be required to submit the names(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Association. The Association may issue to each member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Glenmore.

Section 2. Voting Rights. All Owners of Residential Lots and Family Dwelling Units shall be entitled to one (1) vote for each Residential Lot or each Family Dwelling Unit which he/she owns, and for the purpose of this Amended and Restated Declaration be referred to as a "Voting Member".

Voting rights shall be suspended for any owner who is delinquent in payment of any assessment(s), and who has not initiated and is not current in a payment plan approved by the Association.

Tenants shall not have any voting rights; only owners have voting rights.

Payment of Special Assessments shall not entitle Members to additional votes.

When any property entitling the Owner to membership of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

(1) If only one (1) votes, in person or by proxy, his act shall bind all;



- (2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- (4) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members. Six (6) of the seven (7) Directors shall be Voting Members of the Association and elected by the Members of the Association as provided herein. One (1) of the seven (7) Directors shall be appointed by the owner of the Glenmore Country Club. The term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Section 4. Election of the Board of Directors.

- (a) Each Voting Member shall be entitled to as many votes as equals the total number of votes he/she is entitled to based on the number of Residential Lots and Family Dwelling Units owned.

Each voting member may cast the total number of votes to which he/she is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.

- (b) The number of Residential Lots and Family Dwelling Units owned by Members shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 5. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required to any action which is subject to a vote of the Membership meetings of the Association shall be as follows:

- (a) The first time a meeting of the Members of the Association is called to vote on (i) an increase in the maximum regular annual assessment greater than that provided for by Section 7 of Article V hereof, (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Area as provided for by subparagraph (f) of Section 3 of Article IV hereof, (iv) an Amendment to this Declaration as provided for by Section 2 of Article XII hereof, or (v) the termination of this Declaration as provided in Section 1 of Article XII hereof, the presence at the meeting of Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership required for such action shall constitute a quorum.
- (b) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (a) above, the presence at the meeting, in person, by ballot and/or by proxy, of Voting Members

representing fifteen percent (15%) of the total votes held by all Voting Members shall constitute a quorum.

Specific references to (a) and (b) above in other sections of the declaration incorporate the following two paragraphs in those references.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph (a) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III Section 5, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than fourteen (14) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All Voting Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 7. Ballots by Conventional and Electronic Mail. When desired by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Voting Members and a ballot on which each Voting Member may vote. Each ballot which is presented at such meeting shall be counted in the calculation of the quorum requirements set out in Section 5 of this Article III. Motions not contained in the notice of the meeting and on the ballot sent to all members cannot be voted on at such meeting.

#### **Article IV – Property Rights in the Common Areas**

Section 1. Members' Easements of Enjoyment in Common Areas. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, and every guest of such Member, shall have a right of easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Development Unit Parcel, or any Unsubdivided Land.

Other permanent member(s) of the household who reside with such Member in Glenmore shall have the same easement of enjoyment hereunder as a Member.

Section 2. Title to Common Areas.

(a) Any "Developer" of a Development Unit Parcel(s) and/or Subdivision covenants for itself, its successors and assigns, that it shall convey Common Areas by deed to the Association, at no cost to the Association, and subject to (i) all restrictions and limitations imposed by this Declaration, including, without limitation, all rights of easement and rights of entry reserved unto a "Developer", its successors and assigns, in said Declaration, (ii) all other restrictions and

limitations of record at the time of conveyance, (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said deed, (iv) deeds of trust of record (but the "Developer" shall covenant to hold the Association and the property harmless from the lien secured by the deed of trust), and (v) any commitments by the "Developer" to construct certain improvements thereon as stipulated in said deed; and upon such conveyance, such parcels of land and any improvements thereon shall become Common Areas as designated in said deed.

- (b) The Association shall accept the conveyance from the Developer of Common Areas or roads at such time that the improvements to the Common Areas or roads are completed and in a stable condition as determined by the Association.
- (c) Upon conveyance of any parcel or land and any improvements thereon as a Common Area and accepted as such by the Association, the Association shall be responsible for said property, subject to the terms of any agreement between the grantor and the Association and/or Albemarle County and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors.
- (d) The Association also reserves as an appurtenance to each lot or other property within Glenmore an easement for a lateral line to connect to the main water and sewer lines (whether they lie within Common Area or Roads) including the right to repair and replace the line provided the Owner of the lot or the property benefiting from the easement restores any disturbed area including pavement to its condition prior to the excavation. The lateral lines shall be run in a manner so as to minimize disturbance of any area.
- (e) Notwithstanding anything in the foregoing to the contrary, a Developer shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

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

- (a) The right of the Association in accordance with its By-laws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas and roads and providing services authorized herein and in aid thereof to mortgage said properties provided, however, that such mortgage is authorized by the affirmative vote of two-thirds of all votes entitled to be cast by the Voting Members of the Association, voting in person, by ballot, or by proxy at a duly called meeting of the Association;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;
- (c) The right of the Association to suspend the rights and easements of enjoyment of any Member, Tenant, or guest of any Member for any period during which the payment of any Assessment against property owned or rented by such Member remains delinquent, and for any period not to exceed sixty (60) days for each infraction of its published rules and regulations, it being

understood that and suspension for either nonpayment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment, and provide that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

- (d) The right of the Association to restrict access of non-resident individuals, or companies, who, at the sole determination of the GCA Board of Directors will no longer be afforded unlimited access to Glenmore. This determination will generally, but not necessarily, be made in response to one or more prior instance of inappropriate, dangerous, or potentially criminal behavior, or failing to comply with the Association rules and regulations.
- (e) The right of the Association to charge reasonable admission and other fees and dues for the use of recreational facilities and services on the Common Areas.
- (f) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Areas.
- (g) The right of the Association to give or sell all or any part of the Common Areas, including leasehold interests, subject to (i) the limitations and restrictions, imposed by this Declaration and (ii) all other restrictions and limitations of record at the time of conveyance, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Owners; provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfers, and determinations as to purposes and conditions shall be authorized by the affirmative vote of two-thirds (2/3) of the votes cast at a duly called meeting of the Association, at which a quorum is present pursuant to Article III, Section 5(a). A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer of any parcel of land and improvements thereon affecting the Common Areas prior to the recording thereto. Such certificates shall be conclusive evidence of authorization by the membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its sole and uncontrolled discretion.
- (h) Notwithstanding anything herein to the contrary, the Board of Directors of the Association shall have the right, in their sole discretion, to cause the Association to grant minor conveyances of Common Areas to resolve setback problems, or to grant easements for the encroachment of initial improvements constructed on parcels adjoining the Common Areas to the extent that such improvements actually encroach on such properties, including but not limited to, overhanging eaves, gutters and down spouts, and walls, such easements to continue only so long as such improvements exists.

#### **Article V – Covenants for Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot, Family Dwelling Unit, or Development Unit Parcel located within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth in the Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual and special assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The regular annual assessments levied by the Association shall be used for promoting the recreation, health, safety and common benefit of the Owners and for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas, and roads, and to provide such other services which the Association is authorized to provide.

Section 3. Creation of Assessments. There are hereby created regular annual assessments as may be from time to time specifically authorized by the Board of Directors. These assessments shall be allocated equally among all Residential Lots and Family Dwelling Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. The assessment shall commence on Residential Lots and Family Dwelling Units owned by a Developer when the road on which the driveway enters is completed and released from bonding by the County of Albemarle, Virginia. If the assessment has not commenced under the prior sentence, the assessment on a Residential Lot or Family Dwelling Unit shall commence on the day of closing on the sale from a Developer, or the date when the certificate of occupancy (conditional or final) is issued by Albemarle County, whichever first occurs. Assessments shall be pro-rated for any partial year.

Section 4. Special Assessments for Improvement and Additions. In addition to the regular annual assessments, the Association may levy special assessments for the following purposes.

- (a) Construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto, and for road maintenance and repair.
- (b) For additions to the Common Areas;
- (c) To provide for the necessary facilities and equipment to offer the service authorized herein; and
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such special assessment, before being charged, shall be approved by the affirmative vote of a majority of the votes cast at a duly called meeting of the Association at which a quorum is present pursuant to Article III, Section 5(a).

This provision shall be interpreted to mean that the Association may make in any one (1) year a regular annual assessment plus an additional special assessment. Such special assessment in any one (1) year may not exceed a sum equal to the amount of the regular annual assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 5. Construction Impact Fee. At the time of the issuance of a Certificate of Occupancy for a new residence within Glenmore, the owner of a residential lot shall pay to the Association a Construction Impact Fee. This fee shall be paid into the reserve fund for roads, to offset the impact of construction traffic on the roads and the additional maintenance costs.

The initial fee shall be \$500 per lot from January 1, 2012, then \$1,000 from January 1, 2013, increasing by \$100 each January 1 until 2018 when the fee shall be \$1,500. Beginning January 1, 2019 and each January 1 thereafter, the fee shall be adjusted in proportion to the subsequent adjustment in the National Highway Construction Cost Index (NHCCI) issued by the Federal Highway Administration, or its equivalent.

The fee shall become delinquent if not paid within thirty days of the due date, and will be treated in the same manner as delinquent assessments.

Section 6. Reserve Funds. The Association shall establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for:

- (a) Maintenance of Roads;
- (b) Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and
- (c) Initial costs of any new service to be performed by the Association; and
- (d) Repairing or replacing existing Community-owned assets.

Section 7. Duties of the Board of Directors. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year to prepare a budget covering the estimated costs of operating the Association during the year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared including a reserve fund for maintenance of roads as required by Article VI. The Board may not, without the affirmative vote of a majority of all votes entitled to be cast by the Voting Members of the Association, voting in person, by ballot or by proxy at a duly called meeting of the Association increase the annual assessment more than ten percent (10%) greater than the annual

assessment for the immediately preceding fiscal year or the percentage increase during the previous one (1) year period in the Consumer Price Index, U.S. City Average, All Items, or if not available, a comparable pricing index, whichever is greater. Once the annual assessment is set the Board shall direct the preparation of an index of the Properties and regular annual assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Owner. Written notice of assessments shall thereupon be sent to every Owner subject thereto.

Assessments shall be billed annually, quarterly, monthly, or on such other basis as may be determined by the Board of Directors. All Assessment bills shall be due and payable within thirty (30) days from the date of mailing. At its discretion, the Board of Directors may extend the payment due date.

The Board will perform a full reserve study every five (5) years to identify appropriate levels of required reserves to repair, replace, and restore the capital components and establish a reserve funding plan. The Board of Directors shall review the results of that study annually to determine if the reserves are sufficient, and to make any adjustments to maintain the reserves as it deems appropriate.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: the Lien: Remedies of Association. If the regular annual assessment or any special assessment is not paid on or before the due date specified in Article V Section 7, then such assessment shall become delinquent and shall (together with interest as approved by the Board of Directors, not to exceed the maximum annual rate permitted by law accrued from the due date and cost of collection thereof including a reasonable attorney's fee as hereinafter provided) become a charge and continuing lien on the land and all improvements thereof, against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount to such assessment the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

The Board of Directors may authorize a repayment plan with any Owner to clear a past due account.

Section 9. Subordination of the Lien. The continuing lien of the assessments provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any properties subject to assessment, and, in addition, shall be subordinate to the lien of the Cost of corrective action provided for now or hereafter placed upon any properties subject to assessment. In the event a creditor acquires title to any property subject to

assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to assessments accruing after such acquisition.

Section 9. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Owner who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Owner electronically, in person or by mail. Any holder of a first or second mortgage on a lot(s) or unit(s) shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

Section 10. Annual Budget. The Board of Directors shall make available to all Owners, prior to the first day of the next fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Owners at reasonable times.

## **Article VI – Private Roads**

Section 1. Access. As an appurtenance to each of the Residential Lots, Family Dwelling Units, Common Areas and other parcels of land located in Glenmore, there is hereby created a perpetual, but nonexclusive, easement for purposes of ingress and egress over all Roads, shown or hereinafter designated, constructed or set apart by plats or other instruments of record for Glenmore. The Country Club, Equestrian Center, and RV Storage Center including their respective members, guest, employees, customers, agents and contractors and the general public for any public events held at the Country Club or Equestrian Center shall have a nonexclusive easement of access and use over all such Roads as reasonably necessary to travel to and from Glenmore Way to the entrance to the Country Club facilities, Equestrian Center facilities, or RV Storage facilities and further, over those portions of the roads and other Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Country Club, the Equestrian Center, and the RV Storage Center, and their respective facilities. Such access is subject to the rules and regulations of the Association.

Section 2. Maintenance of Roads. After construction of the Roads by a Developer is completed and stabilized, pursuant to plans and specifications approved by the County of Albemarle, and conveyance of the same Roads to the Association, subject to the terms of any agreement between the Developer and the Association and/or the County of Albemarle the Association shall maintain the Roads in Glenmore conveyed to it, including all repair, improvements, snow removal and other work as necessary to properly maintain the Roads in good condition. The maintenance fees for the Roads shall be included in the regular annual assessment.



Cost of construction, maintenance or upkeep or replacement of the private roads will not be borne by the County of Albemarle, the Commonwealth of Virginia, or any other public agency, unless said private roads are accepted into the state road system.

Section 3. Rules and Regulations. The appurtenant easements created in Section 1 of this Article shall be subject to such rules and regulations, referred to as "Regulations for Use of Glenmore Roads & Paths", as may exist from time to time as imposed by the Association. The rules and regulations may include, but not be limited to speed limits, speed bumps, guardhouses, and prohibition on parking in certain areas. The Association reserves the right, at its discretion, to tow away at owner's expense motor vehicles parked on the Glenmore roads in violation of the approved "Regulations for Use of Glenmore Roads & Paths" and/or impairs the Association's ability to clear the roadway of snow.

Section 4. Conveyance of Roads. Subject to the use of others, as set forth herein, the fee simple ownership of the Roads will be conveyed to the Association from time to time, the same as Common Area pursuant to Article IV of this Declaration.

Section 5. Amendments. Notwithstanding the language of other Articles of this document, Section 1 of this Article VI may not be amended to terminate or change the access to any property or persons entitled to said access pursuant to Section 1 of this Article VI without the written consent of the owner or individual whose access is being changed or terminated.

Section 6. Country Club Contribution. The owner of the Country Club (the "Club Owner") shall reimburse the Association a defined Percentage Contribution of the maintenance fee described in Section 2 of this Article attributable for repair and maintenance of Piper Way from the intersection of Piper Way and Glenmore Way to the main entrance of the Country Club. In addition the Country Club shall reimburse the Association a defined Percentage Contribution of the cost of permanent security staff employed or contracted by the Association to staff the guard house at the entrance of Glenmore. The Association shall present a written itemized statement for these items to the Club Owner quarterly and the Club Owner shall make payment within thirty (30) days of receipt of the statement. If not paid within that time, the Association shall have the same rights against the Country Club and associated facilities as it does for delinquent assessments on lots pursuant to Article V.

Beginning 1<sup>st</sup> July, 2011 the Percentage Contributions shall each be 25% of the costs for repair and maintenance of Piper Way and guard house security described hereinafter, which percentages shall be held constant for 5 (five) years, until the ownership of the Country Club should change, or 51% or more of the beneficial ownership Club Owner shall change whichever occurs first. Thereafter, the Board of Directors may modify, at its sole discretion, the defined Percentage Contributions to be paid by the Club Owner. Neither Percentage Contribution shall at any time exceed 50%.

The Club Owner shall provide meeting room facilities at no charge for use by the Association, as well as the Scottish Homes and Bremerton Cottages Associations. The Club Owner shall also provide reasonable storage and office space for use by the Association for

the purpose of storing and accessing its records; but shall not be responsible for loss or damage to such records.

The Club Owner shall also provide the Association with a Right of First Purchase of the Country Club (the "Right"). The terms of the Right shall be that prior to any sale of the Country Club, the Country Club shall be first offered to the Association in writing at the price and on the terms as it shall be offered to another purchaser (the "Initial Offer"). If the Initial Offer is not accepted in writing by the Association within sixty (60) days after receipt of written notice setting forth the terms thereof, the Club Owner may, within 365 days after the expiration of such period, enter into a contract to sell the Country Club at a price not less than 90% of that set forth in the Initial Offer. If the Club Owner desires during such period to accept an offer at a price less than 90% of the Initial Offer, an additional written offer must be made to the Association at the reduced price and on the other terms of such offer (the "Lower Offer"). If the Association does not accept the Lower Offer in writing within fifteen (15) days of receipt of written notice thereof, the Club Owner may thereafter accept an offer to purchase the Country Club at the price and on the other terms of the Lower Offer at any time within the next 365 days. If the Club Owner does not enter into a binding contract for the sale of the Country Club within 365 days after the expiration of any acceptance period provided above, a new Initial Offer shall be required in accordance with the provisions of this Paragraph. Any offer or acceptance provided above shall be deemed effective upon hand delivery or three (3) days after it is deposited into the US Mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom it is directed at its last known address as shown on the records of the party sending the offer or acceptance. The Association may assign its interest herein to residents of Glenmore or members of the Country Club. The provisions relating to the Right set forth herein shall be applicable to a sale of all of the Country Club or any portion thereof that materially affects the operation of the Country Club, but shall not be applicable to sales of real property that do not materially affect the operation of the Country Club. The provisions relating to the Right set forth herein shall be applicable to the sale or transfer of membership interest in the limited liability company, shares in any successor corporation or interest in any successor business entity owning title to the Country Club resulting in a change of more than 50% of the beneficial ownership interest in the entity; provided that a transfer into a trust for estate planning purposes, a transfer to the owners' spouse, children or grandchildren by gift, devise or bequest shall not trigger the Association's Right. The provisions of the Right shall, without further documentation, be subject and subordinate to the lien of any deed of trust now or hereafter in effect with respect to the Country Club. Upon request by the Club Owner, the Association will provide written documentation in form reasonably satisfactory to the Club Owner of the non-exercise of the rights granted to the Association in this Paragraph, and of the subordination of the provisions of the Right of First Purchase to any such deed of trust. The terms of this Declaration relating to the Right may be amended by written agreement of the Association and the Club Owner, which written agreement shall be recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia.

Section 7. Median Areas within Glenmore Way. Median Area 1 and Median Area 2 within Glenmore Way dedicated to the public are to be landscaped and maintained by the Association to standards at least equal to those standards prescribed by the Virginia Department of Transportation. This provision cannot be amended except with the consent of the Virginia Department of Highways, which will not be responsible for maintenance of the two (2) median areas. A permit allowing the landscaping and maintenance shall be obtained from the Virginia Department of Transportation.

## **Article VII - Functions of the Association**

Section 1. Ownership and Maintenance of Properties. The Association shall be authorized to own and/or maintain Common Areas and roads, furnishings, and improvements devoted to, but not limited to, the following uses:

- (a) For Roads, roadways, access lanes, roadway medians and parkways along said Roads, roadway, or lanes, or cul-de-sac islands, and neighborhood or other area entrances or entrance easements throughout the Properties;
- (b) For sidewalks, walking or jogging paths or trails, bicycle paths, or pedestrian underpasses and bridle paths through the Properties;
- (c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g., buses, electric vehicles, etc.;
- (d) For security and fire protection services including security stations, guardhouses, police equipment, fire stations and fire-fighting equipment and buildings used in maintenance functions;
- (e) For emergency health care including ambulances, rescue squad facilities, emergency care medical facilities, and the equipment necessary to operate such facilities;
- (f) For providing any of the services which the Association is authorized to offer;
- (g) For purposes set out in deeds by which Common Areas are conveyed to the Association;
- (h) For indoor and outdoor recreations and community facilities; and
- (i) For picnic areas and ponds.

Section 2. Services. The Association shall be authorized but not required, except as specified in Section 3 of this Article, to provide the following services:

- (a) Cleaning and maintenance of all Roads, roadways, access lanes, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, ponds, parks, sidewalks, walking trails, bike trails, Common Areas, and open space Areas, within the Properties, and also all public properties which are located within or in a reasonable

proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

- (b) Landscaping and beautification of Roads, roadways, access lanes, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, ponds, parks, sidewalks, walking paths, bike trails, Common Areas, and open space areas;
- (c) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc.;
- (d) Lighting of roads, sidewalks, walking paths, bike trails, parking lots, and any recreational and community facilities located within the Properties;
- (e) Police protection and security, including, but not limited to, the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property with the Property, and assistance in the apprehension and prosecution of persons who violate the laws of the State of Virginia or the County of Albemarle, within the Properties;
- (f) Fire protection and prevention;
- (g) Garbage and trash collection and disposal;
- (h) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration;
- (j) To take any and all actions necessary to enforce this Declaration and to perform any of the functions or services delegated to the Association in this Declaration;
- (k) To set up and operate an Architectural Review Board for all Common Areas (CARB), and to set up and operate an Architectural Review Board (ARB) for review, modification and approval of plans for new construction and modification of exteriors or structures on new and existing Residential Lots or Family Dwelling Units;
- (l) To conduct instruction, recreational, sports, crafts, social and cultural programs of interest of Members, their families and guests;
- (m) To provide safety equipment for storm emergencies;
- (n) To construct improvements on Common Areas, for use for any of the purposes authorized in this Article;

- (o) To provide administrative services for the Association, including, but not limited to, legal, accounting, and financial; and communication services, including but not limited to, community newsletters and newspapers to inform members of activities, notices of meetings, referendums, and other issues and events of community interest;
- (p) To provide liability and hazard insurance covering improvements and activities on and within the Common Areas and roads; and
- (q) To construct mailboxes, signs, and other standard features for use throughout the Properties.

Section 3. Minimum List of Functions and Services. The "Minimum List of Functions and Services" shall establish and define the minimum level of functions and services which the Association must furnish to its Members. The "Minimum List of Functions and Services" is as follows:

- (a) The Association shall provide or procure the administrative services necessary to carry out the Association's obligations and business under the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, including, but not limited to, legal, accounting, financial, and communications services.
- (b) The Association has the responsibility and obligation to administer and enforce the covenants and restrictions established in this Declaration, and subsequent declarations including, but not limited to, the following:
  - (1) The Association shall set assessments, levy cash Assessments, notify the Members of such Assessments, and collect such assessments;
  - (2) The Association shall maintain in good condition and operate all Common Areas and roads once obligated to do so under this Declaration;
  - (3) The Association shall hold annual meetings, and special meetings, as required, hold elections for the Board of Directors as required, and give Members "proper notice" as required; and
  - (4) The Association shall prepare annual statements and annual budgets, and shall make the financial books of the Association available for inspection by Members at all reasonable times.
- (c) The Association shall provide appropriate liability and hazard insurance coverage for improvements and activities on all Common Areas and for Roads.
- (d) The Association shall provide appropriate Directors' and Officers' Legal Liability Insurance. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonable incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other

proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, of committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

- (e) The Association shall keep a complete record of all its acts and corporate affairs.
- (f) The Association shall provide regular and thorough cleanup and maintenance of all Roads, roadways, access lanes, roadway medians, berms, parkways, cul-de-sac islands, neighborhood and other entrances, walking path, and multi-use trails throughout the Properties, including, but not limited to snow removal on Roads, resurfacing of Roads, mowing grass on all roadsides, cul-de-sac islands, entrances, walking paths, and multi-use trails; occasional sweeping Roads if required; landscape maintenance on all roadsides, cul-de-sac islands, entrances, walking paths and multi-use trails.; pickup and disposal of trash on all roads, roadsides, cul-de-sac islands, entrances, and walking paths. Such cleanup as is possible shall begin within an individual residential area as soon as construction of dwellings has commenced within said neighborhood. The Association shall further post such maintenance bonds as required by the Virginia Department of Transportation, or other governmental authority to maintain median strips, dams and storage compounds, pedestrian underpasses and other areas.
- (g) The Association shall provide regular and thorough maintenance of all berms along roadways within Common Areas and within any berm easement on any lot. Easements for berms and access easements for the maintenance of them as shown on any recorded plat shall be for the benefit of the Association and their assigns.
- (h) The Association shall provide general maintenance of all directional signs, walking path, and multi-use trail signs, and neighborhood and other area signs, including, but not limited to, maintaining, repair work, replacement as needed, and landscaping within Common Areas and within any sign easement on any lot. Easements for signs and access easements for the maintenance and landscaping around the sign as shown on any recorded plat shall be for the benefit of the Association, and their assigns.
- (i) The Association shall repair all walking path and multi-use trails, owned by the Association, as needed.

- (j) The Association shall provide regular and thorough maintenance and cleanup of all Common Areas, including, but not limited to, mowing of grass, fertilization as needed, landscape maintenance as needed, pickup and disposal of trash, washing down of picnic tables and benches as needed, and painting, repairs to and replacement of all improvements as needed.
- (k) The Association shall maintain, protect and keep in good repair and order the water resource assets owned by the Association. Specific areas of responsibility are the storm water collection system (pipes and ditches), the storm water ponds, the dams, storm water treatment facilities and storm water management in the common areas owned by the Association. The Association disclaims responsibility for damages due to flooding due to storms or other acts of nature. As part of this the Association shall maintain and keep in good repair and order all safety ledges (above and below the water) surrounding any ponds in Glenmore designated as Common Area. Easements for the safety ledges and access easements for maintenance of the safety ledges and adjoining ponds shown on any recorded plat shall be for the benefit of the Association and their assigns.
- (l) The Association shall provide security at the gatehouse.
- (m) Insurance coverage on the Property shall be governed by the following provisions:
1. Ownership of policies. All insurance policies upon the roads and Common Areas shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagee as their security interest may appear.
  2. Coverage. All buildings and improvements upon the land and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall provide protection against:
    - i. Loss or damage by fire and other hazard covered by standard extended coverage endorsement;
    - ii. Such other as from time to time shall be customarily covered with respect to building on the land; and
    - iii. Such policies shall contain clauses provided for waiver of subordination.
  3. Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than Two Million Dollars (\$2,000,000) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.
  4. Premiums. Premiums for insurance policies purchased by the Association shall be paid by Association and charged to the Owners as part of the Regular Annual Assessment.

5. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds thereof shall be payable to the Association .
6. Proceeds of insurance policies received by the Association shall be placed in the Association's treasury for the following:
  - i. Expense of the Trust. All expenses of the insurance trustee shall be first to be paid or provisions made therefore.
  - ii. Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be retained by the association.
7. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a quality insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article. The functions and services, other than those set in Section 3 of this Article, to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services, other than those set in Section 3 of this Article, which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of a majority of the votes cast at a duly called meeting of the Association at which a quorum is present.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions and services; provided that any such mortgage is authorized by the affirmative vote of two-thirds of all votes entitled to be cast by the Voting Members of the Association, voting in person, by ballot or by proxy at a duly called meeting of the Association.

Section 6. Maintenance of Property Not Owned by the Association. The Association shall be authorized to render services of a governmental nature not furnished by the local government in the case of maintenance or protection of property not owned by it.

## **Article VIII – Architectural Control and General Property Covenants**

Section 1. Architectural Approval for Residential Lots and Family Dwelling Units. No building, fence, or other structure shall be erected, placed or altered, nor shall a building permit for such improvement be applied for on any Residential Lot, or Family Dwelling Unit until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location



of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Association. In addition, the Association requires prior written approval of a landscape plan. The Association further reserves the right to promulgate and amend from time to time the architectural guidelines (hereinafter referred to as the "Architectural and Landscape Guidelines") for Properties within Glenmore, and such Architectural and Landscape Guidelines shall establish, define, and expressly limit those standards and specifications that will be approved including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design, and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications by the Association may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of any building, fence or other structure, including exterior color or finish, shall be made without prior written approval by the Association. One (1) copy of all plans and related data shall be furnished to the Association for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Association of written demand for approval, and receipt of all appropriate fees, approval shall be deemed to have been granted.

Section 2. Site and Location Approval for Residential Lots and Family Dwelling Units. In order to assure that buildings and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure, and to assure that structures will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Association reserves the right to control absolutely and to decide solely (subject to the provisions of the Zoning Ordinance of the County of Albemarle) the precise site and location of any building or structure on a Residential Lot or Family Dwelling Unit for reasons which may in the sole and uncontrolled discretion and judgment of the Association seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

Section 3. Off Street Parking. Each Owner of a Residential Lot or Family Dwelling Unit shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Association. Overnight parking of any vehicle on Glenmore roads is prohibited.

Section 4. Signs. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone including, but not limited to, an owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Association. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association seems sufficient. The Association further reserves the right to promulgate and amend from time to time uniform sign regulations (hereinafter

referred to as the "Uniform Sign Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Glenmore. The Association reserves the right to prohibit various classes of signs, such as "For Sale Signs". The Association and its agent shall have the right, whenever there shall have been placed or constructed on any Property in Glenmore any sign which is in violation of these restrictions, to enter immediately upon such Property where such violation exists and summarily remove the same at the expense of the Property Owner. Such rights include the approval of any exterior signs within Glenmore.

Section 5. Maintenance of Property. It shall be the responsibility of each Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Glenmore, the neighborhood as a whole, or the specific area. The Association further reserves the right to promulgate and amend from time to time the lot maintenance guidelines (hereinafter referred to as the "Guidelines for Lot Maintenance") for Properties within Glenmore. The Association and its agents shall have the right to enter upon any Property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the Property, and the cost of such corrective action shall be paid by the Property Owner. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action when said thirty (30) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Association to take any such corrective action.

Section 6. Mailboxes. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color and location have been approved in writing by the Association. Refusal or approval of design, color, or location may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association seems sufficient. No alternation in the exterior appearance of any mailbox shall be made without like prior written approval by the Association. The Association further reserves the right to establish uniform mailbox regulations (hereinafter referred to as the "Uniform Mailbox Specifications") which shall define the standard design criteria for all mailboxes erected upon any Property in Glenmore. The design, exact color and style of posts, arms and mailboxes must remain the same as when the mailboxes were installed.

Section 7. Public Sewer. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Albemarle County Service Authority or other means of sewage disposal if other means are approved by Albemarle County for use in Glenmore.

Section 8. Public Water. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Albemarle County Service Authority water system which is the only system presently approved by Albemarle County for use in Glenmore, or other water system if other water system is approved by Albemarle County for use in Glenmore.

Section 9. Easement Reservation. The Developer reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right, on, over and under the Properties to erect, maintain, and use electric, community antenna television, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in, or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants, or (b) be designated as the site for a building on a plot plan for erection of a building which has been filed with the Association and which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The Association further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Glenmore in any open space or on any Property designated for such use on the applicable plat of said Property, or to locate same upon any Property with the permission of the owner of such Property. Such rights may be exercised by any licensee of the Association, but this reservation shall not create any obligation on the part of the Association to provide or maintain any such utility or service.

Section 10. Architectural Review of Common Areas. No building, wall, fence, or other structure shall be commenced, erected, or maintained upon the Common Areas, nor shall any landscaping be done in these Areas, nor shall any exterior addition to any existing structure located on these Areas or change or alteration therein be made until the plans and specifications therefore showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location with the surrounding structures and topography by the Architectural Review Board of Common Areas (CARB) of the Association pursuant to the provisions of this Declaration.

The Architectural Review Board of Common Areas (CARB) shall be composed of at least five (5) but not more than eleven (11) Members, one of whom shall be appointed by the Board of Directors of the Bremerton Cottages Association, Inc., one appointed by the Board of Directors of the Scottish Homes Association, Inc., and all others appointed by the Board of Directors of the Association. Future Subdivision associations established within Glenmore will be allowed to appoint a representative to be a member of CARB.

## **Article IX – Additional Restrictions to Implement Effective Environmental and Land Management Controls**

Section 1. Landscape Plan. Topographic and vegetation characteristics of Common Areas within Glenmore shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Association. In addition, for Residential Lots and Family Dwelling Units the Association requires prior written approval of a landscape plan. Additionally, for Family Dwellings Units where significant alteration is being made to the topographic or vegetation characteristics, the Association may, at its election, require prior written approval of a landscape plan. Refusal or approval of plans

or any alteration of topographic or vegetation characteristics by the Association may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association seems sufficient. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of these covenants. Should written notice be served by the Association upon any Property Owner requiring corrective alteration of topographic and vegetation characteristics pursuant to paragraphs 3 and 4 of this Article, such notice shall be deemed to constitute written approval by the Association for such corrective alteration under the provisions of this paragraph 1.

Section 2. Landscape Guidelines. Notwithstanding anything in the foregoing to the contrary, the Association reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Glenmore Architectural and Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Glenmore, and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Association; provided, however, no trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed from Common Areas, Residential Lots and Family Dwelling Units without the prior written approval of the Association. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. The provisions of this paragraph 2 shall in no way constitute a waiver of the requirement to receive prior written approval for any alteration of topographic or vegetation characteristics, pursuant to the provisions of paragraph 1 of this Article, other than for those alterations specifically authorized in said Glenmore Architectural and Landscape Guidelines.

Section 3. Erosion Control. In order to implement effective and adequate erosion control the Association and its agents shall have the right to enter upon any Property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or construction and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the Properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Association shall give the Owner of the Property the opportunity to take any corrective action required by giving the Owner of the Property written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If the Owner of the Property fails to take the corrective action specified immediately, the Association or its agent may then exercise its right to enter upon the Property in order to take the necessary corrective action. The cost of such erosion prevention measures, when performed by the Association or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Association or its agent on Property, shall be paid by the Owner thereof.

Section 4. Rights of Association to Clear Property. In order to implement effective insect, reptile, rodent, and woods fire control, the Association and its agents have the right to enter upon any Property for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the Association detracts from the overall beauty, setting, and safety of Glenmore. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property. Such entry shall not be made

until thirty (30) days after the Owner of the Property has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not create any obligation on the part of the Association to mow, clear, cut or prune any Property.

Section 5. Easement Reservation. In addition, the Association reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right on, over and under any Property to dispense pesticides and take other actions which in the opinion of the Association are necessary or desirable to control insects and vermin, and to cut fire breaks and take other actions which in the opinion of the Association are necessary or desirable to control fires on any Property or any improvements thereon, and for purposes of erosion control allowed in paragraph 3 above.

Section 6. Water Resources. The storm water retention ponds are owned by the Association. Under no circumstance is a Member, their family, or their guest, allowed to spray or cut Common Area vegetation near or around the retention ponds, dump or dispose of any substance into the retention ponds, or enter the ponds for any reason.

The rights reserved unto the Association, its successors and assigns, and its agents, in Sections 3, 4, 5, and 6 above shall not be unreasonably employed and shall be used only where necessary to affect the stated intents and purposes of said paragraphs.

## **Article X - Additional Restrictions Affecting Residential Properties**

Section 1. Residential Properties. "Residential Properties" as used in this Article shall mean and refer to all those parcels or tracts of land within the Properties defined as "Single Family Lots".

Section 2. Single Family Lots. "Single Family Lots" or "Lots" as used in this Article shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into properties or lots used for single-family dwelling units.

Section 3. Residential Property Use.

- (a) All Residential Properties shall be used for single family, residential and customary accessory uses. Subject to the requirements of the Albemarle County zoning ordinance, the use of a portion of a dwelling unit on a Residential Property as an office by the Owner or tenant thereof shall be considered a residential use if such use as an office does not create undue customer or client traffic to and from the property, and does not cause the emission of lights, odors or sounds noticeable outside the dwelling unit as determined by the Association in its sole discretion .
- (b) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on a Single Family Lot other than one (1) detached single family dwelling and one (1) small accessory building, and one (1) detached private garage, provided the use of such accessory building and/or garage does not overcrowd the property, as determined by the Association in its sole and uncontrolled discretion, and provided, further, that such building is not used for any activity normally conducted as a business. No accessory building may be constructed prior to the construction of the main building.

- (c) A guest suite or like facility without a kitchen may be included as part of the main dwelling or an accessory building on any Single Family Lot, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the Property, as determined by the Association in its sole and uncontrolled discretion.
- (d) Rental restrictions: - Rental of a room within a single family dwelling, or a portion of a dwelling unit on a Residential Property is strictly prohibited; rental of a single family dwelling for thirty (30) days or less constitutes a transient lodging business and is strictly prohibited; rental of properties for more than thirty (30) days but less than six (6) months may be permissible and will depend on the circumstances of the owner and tenant, and requires approval from the Association on a case by case basis. At no time can an Owner continue to reside in the home while at the same time renting any part or the whole of his/her property.

A person living in a residence to support the health and/or safety of the resident is not restricted under this section.

A rent back agreement between buyer and seller is considered part of the house sale and is not restricted under this section.

- (e) Notwithstanding the provisions of this section or any other articles or sections, this Amended and Restated Declaration shall not prohibit a Developer of any new section from using any new dwelling unit and its accessory buildings as model(s) and/or sales office(s), for marketing unsold dwelling units or lots in that section. This right shall not be assignable.

#### Section 4. Completion of Improvements.

- (a) The exterior of each house, and all other structures must be completed within one (1) year after the construction of same shall have commenced on all Single Family Lots except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Lot shall be maintained in a reasonably clean and uncluttered condition, pursuant to the provisions of these covenants.
- (b) The failure to complete the exterior of any house, or any other structure within the time limit set forth in paragraph 4 (a) above shall constitute a violation and breach of these covenants. The Association hereby reserves unto itself, its successors and assigns, a right on, over, and under all Residential Properties for the purpose of taking any action necessary to effect compliance with paragraph 4(a) above, including, but not limited to the right to enter upon any property for the purpose of completing the exterior of such house, dwelling unit, or any other structure which is in violation of paragraph 4 (a). Such entry shall not be made until thirty (30) days after the Owner of the property has been notified in writing of the violation of these covenants, and unless such Owner has failed to complete said exterior within said thirty (30) day period. The cost of such corrective action, when performed by the Association or its agents, shall be paid by the Owner of the property on which the corrective action is performed. The

provisions of this paragraph shall not create any obligation on the part of the Association to take any action to effect compliance with paragraph 4(a). The cost of any improvements and repairs made by the Association to the property shall constitute a lien on the property when a notice of lien, signed and notarized, specifying the amount expended is recorded in the Clerk's Office of the Circuit Court of Albemarle County.

Section 5. Screened Area and Other Matters.

- (a) Each Owner of Residential Properties shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, heating and air conditioning (HVAC) equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Association prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Association. Garbage receptacles and fuel tanks may be located outside of screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Association prior to construction.
- (b) Garbage pickup shall take place at such locations as are approved or designated by the Association. If curbside pickup occurs trash containers shall be placed at the street side on a regular basis no earlier than 5 P.M. during Eastern Standard Time and 6 P.M. during Daylight Savings Time on the day before pick-up and shall be removed as soon as possible after collection.. Garbage and trash pickup shall be only by such company, companies or individuals as are designated as an approved operator in advance by the Association in its sole discretion.
- (c) No mobile homes, school buses, trailers, campers, recreational vehicles, all-terrain vehicles (ATVs), boats, or trailers shall be parked on any Residential Property or road or Common Area. No commercial vehicles, equipment, nor trailers, shall be parked overnight on a residential property, except within the confines of a garage, nor shall they be parked overnight on any road or Common Area; except that during initial construction or renovation, commercial vehicles, equipment, and trailers related to the construction or renovation may be parked outside overnight on the lot..
- (d) Overnight parking on Glenmore roads and common areas is prohibited.
- (e) No clothing, laundry or wash shall be aired or dried on the exterior portion of any Residential Property.
- (f) All toys, bicycles, tricycles, motorcycles, mopeds, and such other similar items located on Residential Property or adjacent streets shall be removed each evening to an area not exposed to view from any other property or street. No animals, livestock or poultry of any kind shall be raised, bred or kept on, except that dogs, cats or other house hold pets may be kept on Residential Properties subject to rules and regulations adopted by the Association, its successor or assigns.

- (g) All pets not on the property of the owner shall be under leash or totally controlled in a similar manner at all times by the owner. On or off leash, it is the pet owners' obligation to clean up after their pet.

Section 6. Prohibited Structures.

- (a) No mobile home, trailer, or barn shall be placed on any Residential Property at any time, either temporarily or permanently, except as permitted by Section 5(c) and Section 6(b) of this Article. Installation of a temporary tent on any Residential Property requires prior approval from the Association.
- (b) No structure of a temporary character shall be placed upon any Residential Property at any time, provided, however, that this prohibition shall not apply to trailers, shelters or temporary structures used by the contractor during the construction of the main dwelling unit, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design, location and color of structures temporarily placed on a Residential Property by a contractor must be approved in advance in writing by the Association.
- (c) No television antenna, satellite dish greater than thirty (30) inches, radio receiving or transmitting antenna or other similar device shall be permitted, attached to or installed on any Residential Property or on the exterior portion of any building or structure on the Residential Property except as follows: The provisions of this paragraph shall not prohibit the Association from installing or approving the installation of equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), mobile radio systems, or other similar systems within the Properties; and should C.A.T.V. services or cable service be unavailable and good television reception not be otherwise available, the Owner or tenant of a dwelling unit, may make written application to the Association for permission to install a television antenna, which may be approved or denied in the sole and uncontrolled discretion of the Association. The location of permitted satellite dishes requires the approval of the Association.

Section 7. Utility and Drainage Easements. The utility and drainage easements reserved in these covenants shall be located along the boundary lines of each Single Family Lot, unless otherwise shown on a subdivision plat.

Section 8. Further Subdividing. No Single Family Lot shall be subdivided or its boundary lines changed, nor shall application for same be made to Albemarle County, except with the prior written consent of the Association. However, the Company hereby expressly reserves unto itself, its successors and assigns, and its agent, the right to re-subdivide or re-plat any Single Family Lot(s), owned by it and shown on the plat of any Subdivision within the Properties in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted Lot(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways, walking path, multi-use trails, bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of said re-platted Lot(s). The provisions of this paragraph shall not prohibit the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.



## **Article XI – Country Club and Equestrian Center**

Section 1. Conveyance of Country Club or Equestrian Center. All persons, including all owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by the Company or any other person or entity with regard to the continuing ownership or operation of the Country Club or Equestrian Center within or adjacent to the Properties, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Company. Further, the ownership or operational duties of and as to the Country Club or Equestrian Center may change at any time and from time to time by virtue of, but without limitation, (a) the independent person or entity, (b) the conversion of a membership structure to an equity club or similar arrangement whereby the members or an entity owned or controlled thereby become the owner(s) and/or operator(s), (c) the conveyance, pursuant to contract, option or otherwise to one or more affiliates, shareholders, employees, or independent contractors of the Company, or (d) the conveyance to the Association with or without consideration and subject or not subject to a mortgages or other encumbrance.

Section 2. Access to the Country Club, Equestrian Center, and RV Storage Center. Access to the Country Club and RV Storage Center within or adjacent to the Properties is strictly subject to the rules and procedures established by the respective owners of the Country Club and RV Storage Center. Access to the Equestrian Center within or adjacent to the Properties is strictly subject to the rules and procedures established by the Association and/or Lessee of the Equestrian Center. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy or any property in Glenmore.

Section 3. Golf Balls. Each Residential Lot and Family Dwelling Unit and the Common Area is burdened with an easement permitting golf balls unintentionally to come upon the Common Area, the Residential Lots and Family Dwelling Units immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area and the exterior portions of a Residential Lot and Family Dwelling Unit to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability, if any, for damage caused by errant golf balls.

### Section 4. Golf Cart Easements.

- (a) There is hereby created for the benefit of the Country Club, its members and guests, an easement across the Roads and Common Area for golf carts and pedestrian use of the golf cart pathways as they may be built from time to time. There is further reserved the right of access to repair and replace the golf cart pathways which shall be maintained in good repair by the Country Club.
- (b) There is further created for the benefit of the Country Club, its members and guests, an easement for a golf cart pathway across Lot 12, Block K, as shown on the plat, together with the right of reasonable access to build, repair, and replace the golf cart pathway which shall be maintained in good repair by the Country Club.

- (c) The Company reserves the right for the benefit of the Country Club, its members and guests, to create an easement for a golf cart pathway over the Lots designated in a note contained on the plat of Roudabush, Gale and Assoc., recorded in Deed Book \_1224, page\_402, together with reasonable access to build, repair and replace the golf cart pathway which shall be maintained in good repair by the Country Club. The easement created shall be located on the Lot within twenty-five feet (25') of the rear property line of the Lot. This reservation shall be null and void as to a Lot if the golf cart pathway is not built and a plat recorded showing the easement as built on or before December 31, 1993.
- (d) The County Club shall restore any area disturbed by work on the golf cart pathway to its prior existing condition. The Country Club shall hold the Owner and Association harmless from any liability arising out of the use of, condition of, and/or maintenance of the golf cart pathways except for liability caused by the negligent or willful acts of the Owner and/or Association.

Section 5. Equestrian Trails. There is an easement for the benefit of users and guests of the Equestrian Center across Roads and Common Areas for horseback riding over the equestrian trails, as may be built from time to time. There is further reserved the right of access to repair and replace the trails. The Equestrian Center shall hold the Association harmless from any liability arising out of the use of and/or maintenance of the equestrian trails except for liability caused by the negligent or willful act of the Association.

## **Article XII - General Provisions**

Section 1. Duration. The Covenants and Restrictions of this Declaration and any Amendments thereto shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) years extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, unless at a duly called meeting of the Association two-thirds or more of all votes entitled to be cast by all the Voting Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of the Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership shall constitute a quorum. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Voting Member at least thirty (30) days in advance of said meeting. In the event that the Voting Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date the notice of such Meeting was given, the total number of votes of Voting Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Said certificate shall be recorded in the Clerk's Office of the

Circuit Court of Albemarle County, Virginia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. All proposed amendments to this Declaration shall be submitted to a vote of the Voting Members at a duly called meeting of the Association at which the quorum specified in Article III, Section 5(a) is present and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Voting Member at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Amended and Restated Declaration is approved by the Voting Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Amended and Restated Declaration which shall set forth the Amendment, the effective date of the Amendment (which in no event shall be less than fifteen (15) days after the date of the meeting of the Association at which such Amendment was adopted), the date the notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the Amendment, the total number of votes cast for and against the Amendment, and such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered electronically, personally, or sent by mail, with the proper postage affixed, to the electronic mail or street address appearing on the Association's Membership list. Notice to one (1) co-owner or co-tenant shall constitute notice to all co-owners or co-tenants. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of electronic mail or street address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

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

In addition in the event of a violation or breach of any of the restrictions contained herein by any Property Owner, tenant of such Owner, or agent of such Owner, the Association, Owners of Properties in Glenmore, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof.

In addition to the foregoing, the Association or its agent shall have the right, whenever there shall have been placed or constructed on any property in Glenmore any building, structure, chemical substance, object, material, or condition which is in violation of these covenants and restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner, tenant, or agent of the Owner; provided, however, that whenever

stated in these covenants that the Association may serve notice requiring immediate corrective action, and such action is not performed immediately by the Owner, tenant, or agent of the Owner, the Association or its agent shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. Any such entry and abatement or removal shall not be deemed trespass.

The expense of abating or removing such violation shall constitute a lien on the Property of the Owner when an affidavit citing the violation and the amount of the Association's expenses in remediating the violation is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

In addition to the foregoing the Association or its agent shall have the right, whenever permitted by this Declaration, to enter immediately (unless otherwise specifically stated) any Property in Glenmore to implement environmental controls, to take corrective action, or to take any action necessary. The cost of such action, when performed by the Association or its agent shall be paid by the Owner of the Property on which the work is performed. Entrance upon any Property pursuant to the provisions shall not be deemed a trespass.

Whenever the Association or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, entering the Property and taking such action shall not be deemed a trespass.

In addition to the foregoing, the Association may enforce the covenants herein and its rules and regulations pursuant to §55-513 and/or §55-516 of the Code of Virginia, and any subsequent amendments thereto, which is incorporated herein by reference.

Section 5. Severability. Should any Covenant or Restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Corrective Action. Whenever the Association or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, and whenever it is stated in this Declaration that the cost of such action (hereinafter called the Cost of Corrective Action) shall be paid by the Owner of the Property on which such corrective action is performed, the Cost of Corrective Action, together with such interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefore including a reasonable attorney fee as hereinafter provided, shall be a charge and continuing lien on the real Property and improvements thereon, against which the Cost of Corrective Action is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such Cost of Corrective Action becomes due and payable. The Cost of Corrective Action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

If the Cost of Corrective Action is not paid within thirty (30) days after the due date, the Association or its agent may bring an action at law against the Property Owner personally and there shall be

added to the amount of such Cost of Corrective Action the costs of preparing the filing of the complaint in such action and obtained, such judgment shall include interest on the Cost of Corrective Action as above provided and reasonable attorney's fee together with the costs of the action.

The lien of the Cost of Corrective Action provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any Property subject to these covenants. In the event a creditor acquires title to any Property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to any lien of the Cost of Corrective Action placed upon such Property during the time in which the creditor holds title to such Property.

Section 7. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tent toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 9. Limited Liability. The Company and/or Association or its agent shall not be liable to any Property Owner or to any other person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against any Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Company and/or Association or from the County of Albemarle, Virginia, whether granted or withheld.

Section 10. Management and Contract Rights of Association. The Association may enter into a contract with a management company or manager for the purposes of providing any or all functions and services necessary for the operation, care, supervision, maintenance, and management of the business responsibilities of the Association and its property.



GLENMORE  
ARCHITECTURAL AND LANDSCAPE GUIDELINES  
AS REVISED April 19, 2018

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## SECTION 1 – AN OVERVIEW

### A. DESIGN GUIDELINES - PURPOSE

Glenmore is planned as a distinctive and unique country club community. In order to establish and maintain a consistent character for the community, and to insure that homes are well designed, constructed, and landscaped, Design Guidelines (hereafter referred to as the "Guidelines") have been developed. The intent of the Guidelines is to accommodate individual taste to the extent possible, while ensuring that overall property values within the community are protected.

### B. EMPOWERMENT

The requirements as discussed herein are effective as of April 17, 2016 and are adopted by Glenmore Community Association as its general policy pursuant to authority set forth in Articles VIII-section 1 and 2 of the Declarations of Covenants and Restrictions of Glenmore dated March 10, 1992.

### C. ADMINISTRATION

To administer the Guidelines, the Glenmore Community Association (GCA) has appointed the Glenmore Architectural Review Board and the Glenmore Architectural Review Committee. The ARB and the ARC meet on an as needed basis to review and comment on submitted plans and requests.

### D. ITEMS REQUIRING APPROVAL

- Prior to beginning construction or installation, ARB approval is required for Construction of a new home
- Landscaping associated with a new home.
- Any structures associated with the construction of a new home.

Prior to any existing home alterations of the below listed types ARC approval is required.

- Modifications or additions to an existing home
- Construction of secondary structures
- Landscaping and landscape changes
- Fences
- Pools
- Basketball goals, swing sets or play equipment
- Driveway and parking areas
- Terraces
- Garden walls
- Exterior colors
- Awnings
- Exterior lighting
- Retaining Walls

- Satellite Dishes
- Lot drainage changes
- Tree removals.

Pine trees measuring less than six (6) inches or other trees measuring less than three (3) inches in diameter, at a point two (2) feet above ground level may be removed from lots by the Owner without ARB approval. Should such removal occur the Owner shall be responsible for cleaning and seeding the lot as necessary.

#### E. SUBMISSION DEADLINES FOR PLANS

Plans must be submitted to the ARB Administrator no later than 12:00 PM on Tuesday of the week prior to the scheduled review in order to guarantee review.

#### F. PLAN REVIEW FOR PRELIMINARY APPROVAL

The ARB will review sketches of preliminary drawings of house plans, site plans, landscape plan or other items to provide the Owner conceptual approval or suggested changes prior to the preparation of construction ready final plans. Preliminary approval does NOT imply approval to start lot clearing, site work, landscaping or house construction. FINAL PLAN APPROVAL, payment of appropriate fees, and stakeout review are required prior to beginning lot clearing or construction activities. Preliminary review is NOT A REQUIRED part of the ARB review process, but an available step to provide the owner input prior to the expenditure of funds for design work.

#### G. PLAN REVIEW FOR FINAL APPROVAL

##### 1. Plan Submittals:

At least one (1) set of plans and all related data must be submitted to the ARB and will be retained by the ARB as part of its records. Refer to Section II for plan requirements. Should the owner desire plans be returned with comments, a minimum of two (2) sets must be submitted. While the ARB has up to thirty (30) days to respond to submittals, it is the policy of the ARB to respond as quickly as possible. The Owner and/or Owner's representative will be notified of the ARB's action in one of the following ways:

- \* Approved as submitted
- \* Approved subject to stated conditions; or
- \* Disapproved with comments

##### 2. Submittal Forms:

A Glenmore ARB Submittal Form (Attachment 1) must accompany EACH plan submitted to the ARB. A single Submittal Form may accompany plan submissions for several types of plans with each item so noted on the Submittal Form. For instance, one Submittal Form may be used for final house plans, site plan and landscape plan for a new home. However, if house plans and a landscape plan for a new home are submitted at separate times, then a Submittal Form must accompany each submittal.

3. Meeting Attendance:

Owners and/or the Owner's representative MUST attend the ARB meeting to discuss the submission of plans. It should be noted that involvement of a design professional or contractor does not relieve the owner of the responsibility to meet ARB requirements.

4. Plan Review Fees:

The review of final house plans for a new home requires the payment of a fee of \$1250 to the Glenmore Community Association. This payment should accompany the submission of final house plans, and approval will not be given until the fee has been paid.

5. Final Site Plans and House Plans:

The ARB will review plans submitted in accordance with the established Guidelines on a weekly basis until all issues are resolved to the satisfaction of the ARB, and final plans approved. A site plan must accompany house plans before final approval is granted for either. A landscape plan may be submitted at this stage, or deferred until later. Review and approval of plans by the ARB DOES NOT constitute approval of requirements of Albemarle County, or of the structural and engineering sufficiency of the plans, and the ARB, its members, or GCA assume no liability or responsibility therefore.

6. Plan Modifications:

Any modifications or additions to approved plans including material or color changes must be submitted to the ARB for approval prior to implementation.

7. Builder Approval:

Because they are familiar with the ARB process and requirements, owners are encouraged to use GLENMORE SELECT BUILDERS for construction of their homes. Builders other than Select Builders will require approval by the ARB, and if approved will be required to deposit with Glenmore Associates a cashier's check in an amount to be determined by the ARB before construction can begin. Non-select builders will be required to sign a Damage and Completion Deposit Agreement and pay a minimum of \$5,000.00. Monies will be refunded upon satisfactory completion of all phases of the project. Owners may obtain a list of Glenmore Select Builders from the Glenmore ARB.

8. Pre-Construction Requirements:

Prior to the start of construction, site plan and house plan approval must be obtained in writing. Additionally, the Owner or their agent must meet on their lot with a representative from the ARB to review the stake out of the approved site plan. Each corner of the house should be clearly marked by a stake and the driveway defined with flagging tape. Any other areas to be cleared should also be clearly marked with flagging

tape. At this meeting, a Construction Agreement Form (Attachment 2) must be filled out and signed by the Owner, or their agent. Completion of this form is required before clearing and construction is allowed to begin.

All homes being constructed, where the ARB determines that use of generators will adversely affect the neighbors, the contractor shall install a temporary power source prior to construction beginning on the structure. Generators may be used for additional not primary source of power.

9. Landscape Plan Review:

A landscape plan must be submitted, approved in writing by the ARB, and installed prior to issuance of a Certificate of Compliance. In the event inclement weather postpones installation of landscaping until after occupancy an appropriate amount to be determined by the ARB will be held in escrow until the landscaping work is completed. Please refer to Section II, Article C and Section III, Article C for more detailed information on landscape requirements.

10. Final Inspection:

Following the completion of all site work, house construction, landscaping, other construction or installation activities and site clean-up, the ARB will perform a final inspection. In this inspection the ARB will confirm:

- \* The siting of the house, driveway, walkways, retaining walls, and other items as well as materials used conform with the approved site plan and any approved modifications.
- \* The exterior of the house, including materials and colors, and architectural details conform to the approved house plans and any approved modifications.
- \* The landscaping conforms to the approved landscaping plan and any approved modifications.

Should all work conform to approved plans, and provided conditions contained in the Construction Agreement are met the ARB shall issue a Certificate of Compliance. Should construction not conform to approved plans or if conditions contained in the construction agreement are not met, the ARB will inform the Owner or their agent of items needing attention.

11. Certificate of Compliance:

Upon satisfactory completion of the final inspection and receipt of all appropriate fees the ARB will issue a Certificate of Compliance. The ARB requires at least a 48 hour's notice before the Certificate of Compliance can be issued in order to complete the final inspection. If a bond or letter-of-credit was required, it will be released at the time the Certificate of Compliance is issued.

## SECTION II – PLAN REQUIREMENTS

### A. SITE PLAN

A site plan must be submitted at a scale of 1" = 10', and must include the following information:

- \* Section and lot number.
- \* Owner's name.
- \* Name of person or company who prepared the plan.
- \* Date plan prepared.
- \* Utility and drainage easements.
- \* Building setback lines.
- \* All proposed structures including decks, porches, stoops, terraces, HVAC equipment, outbuildings and play equipment.
- \* Driveway, walks, parking and/or service courts, fences, swimming pool and pool equipment, site lighting, retaining walls, and any other elements visible from outside the home.
- \* Topographic contour lines at two (2) foot intervals indicating areas of significant grade changes and natural drainage areas.
- \* The area to be cleared and areas of existing vegetation to remain. Selected trees to remain in areas of general clearing should be indicated.
- \* Planned connections for water and sewer.
- \* When judged to be needed by the Glenmore ARB, the owner/builder will be required to show adjacent lots and home sitings as part of their site plan application.
- \* Locate gutter drains and where they will daylight on the site plan or the landscape plan.

### B. HOUSE PLANS

An architectural seal is highly encouraged for all house plans, but is not required. Specific information to be submitted with house plans includes the following:

- \* Section and lot number.
- \* Owner's name.
- \* Name of person or company who prepared the plan.
- \* Date plan prepared.
- \* House elevations at a scale of 1/4" == 1' with notes indicating all exterior finishes and materials, accurate grade lines, and any attached elements such as decks and retaining walls.
- \* Floor plans at a minimum scale of 1/8" == 1' scale. While the ARB does not approve floor plans, they are often utilized in suggesting revisions to exterior elevations.
- \* Architectural details for exterior doors, windows, porches, and entrance features are encouraged and may be required by the ARB prior to final plan approval. If required, they must be at a minimum scale of 3/4" == 1'.

- \* Material and color samples may be required by the ARB prior to final plan approval, but, in any case, are required prior to installation.
- \* Elevations for any secondary structures such as garages, storage buildings, etc., at the same scale and providing the same information as the house plans.
- \* Elevations for any secondary structures such as garages, storage buildings, etc., will be at a scale of 1/4" = 1' with notes indicating an exterior finishes and materials, accurate grade lines, and any attached elements such as decks and retaining walls.

### C. LANDSCAPE PLAN

A landscape plan must be submitted at a scale of 1" = 10' either as additional information on a copy of the approved site plan or as a transparent overlay of the approved site plan, i.e., on tracing paper. The landscape plan must include the following:

- \* Section and lot number.
- \* Owner's name.
- \* Name of person or company who prepared the plan.
- \* Date plan prepared.
- \* Existing areas of vegetation including existing trees in cleared areas.
- \* Areas to be grassed, mulched or left natural.
- \* The number, plant name, size and location of plants to be installed.
- \* The species of the plant material to be installed must be listed as well as the size of the plant material. For trees, the caliper of the trunk as well as the height of the tree must be listed. See attachment 8 for landscape sizing requirements.
- \* The lot boundary lines and house footprint, along with driveway, walks, patios, decks, retaining walls, fences and other hardscape items.
- \* Topographic contour lines at two (2) foot intervals indicating areas of significant grade changes and natural drainage areas.
- \* Utility and drainage easements.

### SECTION III – DESIGN GUIDELINES

The following general design guidelines are offered to property owners and their designers as a planning guide. The guidelines should be followed, and exceptions will be granted only where strict adherence would result in extreme hardship. As Glenmore grows, the relationship of each residence to its neighbor will become increasingly important and will be a prime consideration in the design process.

At Glenmore, to create a living environment that enhances the rich, historical character of the property and preserves a sense of identity and community, the design process for individual houses shall integrate building forms which are carefully planned additions to the natural setting. Careful siting, selection of colors and materials, and design considerations that extend beyond the building walls to include the entire homesite shall create the most pleasing country club community possible.



In order to enhance the historical character of Glenmore, a traditional attitude regarding exterior architectural style is encouraged. Traditional design principals should be used to create authentic historic structures, or appropriate interpretations of traditional homes. Exterior elevations should be carefully designed in order to develop a consistent aesthetic in terms of scale, proportion, and balance. In this context the term traditional is intended to mean those house styles traditional to this region of the country.

Generally, the relationship of the house to the street shall be considered less important than other constraints such as views, topography, trees, and breezes. It is not as important that the house be parallel to the street as it is for the house to be fitted naturally into the site, taking advantage of views and unique vegetation while minimizing the impact on the golf course, green space, or the adjoining property. Preserving the existing terrain, using natural vegetation and minimizing disturbance of the natural setting should be focal points for landscaping.

Landscaping in a manner that strongly "connects" the house to its natural setting, siting houses so they are staggered in relation to one another and careful selection of colors are some of the most important considerations used to achieve a pleasant "streetscape".

The most effective streetscape, therefore, is one in which the houses are sited and landscaped in a way that they blend together and yet still display the uniqueness of the individual house designs.

#### A. SITE IMPROVEMENTS

##### 1. House:

- \* When siting houses, care should be taken to preserve existing natural vegetation and topography. The existing terrain shall be left undisturbed wherever possible.
- \* Except for cottage sections, required setbacks by Albemarle County are 25 feet for front (or both sides with street frontage on corner lots), 15 feet for side yards, and 20 feet for rear yards, which may be reduced to 10 feet if the rear yard adjoins a common area. The setback required by the ARB may exceed the county requirements depending on the specific conditions.
- \* On lots adjoining the golf course, the ARB will require that the midpoint of the house be no closer to the golf course than the midpoint of the lot.
- Particular attention and review will be required when siting/ aligning houses on Cul De Sac lots. These lots with a narrow frontage require most homes, when using side loading garages, to be set back further from the street.

## 2. Driveways:

- \* Driveways are limited to a single entrance from the road.
- \* Where a pipe is required at the entrance to accommodate drainage, a 15" diameter by 30' long corrugated metal pipe (CMP) must be used, and flared metal ends are required. The installation requirements are illustrated in Attachment 3. Note that VDOT now requires a 25 foot radius on the driveway entrance.
- \* Where required, the CMP must be installed before site work begins.
- \* Driveways should be considered from the standpoint of safety access upon the main road and ease of grade, minimizing the amount of required clearing.
- \* Curved driveways are encouraged.

Driveways must be paved with asphalt. In parking courts, other hard surface paving materials may be used, but require approval of the ARB.

- A minimum buffer of four (4) feet must be maintained between the driveway and parking areas and property lines. The buffer required may be increased near where the driveway intersects the street to minimize the degree to which the driveway radius extends past the extended side lot line.
- Driveways slopes must not exceed 20%.
- For side loading garages a minimum of 24 feet of turning driveway is recommended .

## 3. Walks:

- \* Walks must be 8' from the house in order to accommodate landscaping between the walkway and the foundation.
- \* Walkways must be of concrete or brick, slate or similar materials set in concrete. They may not be material loosely placed on top of stone dust or dirt, or constructed of wood or gravel.
- \* Walkways may not go to the street but must have entrance from the driveway.

## 4. Retaining Walls:

- \* If attached to the house, retaining walls must be the same material as the foundation.
- \* If a retaining wall is judged to be a safety hazard, a railing approved by the ARB may be required.
- \* If the wall is a landscape wall made of timber it cannot be higher than 30" above finish grade. However, timber walls may be terraced provided no wall is more than 30" above finish grade.
- \* If wall is built around the ends of driveway culverts, it must be either fieldstone, gray stone or stone approved by the ARB. A flared end to the pipe is still required. It should be noted that this wall will most likely be located in an area owned by the GCA and approval of construction of wall also needs to be obtained from the GCA. Furthermore, ARB approval does not constitute approval from Albemarle County relative to drainage issues and or road acceptance by the County. Wall needs to be submitted for approval by ARB/ARC before constructed. The property where the ditch is located is Homeowners' Association (HOA) property. All drainage in road right-of-way will be inspected by the County of Albemarle and they may require removal of wall. Although the property is GCA owned, the owner of the house is

responsible for maintenance of the wall and must keep it in its approved condition. Specifications of walls built from pre-formed concrete blocks will be required.

5. Trash Receptacles/Outdoor HV AC Screening:

- \* All outdoor HV AC units and trash receptacles must be visually screened from the golf course, street and neighbors with a solid stained or painted picket fence as illustrated on Attachment 4; or a similar architectural element approved by the ARB. The ARB/ARC will review placement of these units to ensure that their screening conforms to community standards. The HVAC unit screens must be painted or solid stained.

6. Exterior Lighting:

- \* Landscape lighting is encouraged, but requires ARB/ARC approval.
- \* Post light location shall be submitted with site plan or landscaping plan. Post light must be located on owner's property, not in Homeowners' Association road common area. House mounted fixtures including flood lights are acceptable but should be directed in such a manner as to minimize the impact on adjacent property.
- \* In approving lighting, the impact on adjacent properties will be considered by the ARB.

7. Fences:

- \* A fence is an enclosure composed of any substance, including vegetation, that will decorate property or present an adequate blockade around a yard for the purpose of prohibiting intrusions from the outside by people or animals or for the purpose of keeping children and pets inside.
- \* No fences may be erected without the prior approval of the ARB/ARC.
  - o Garden netting over a plant or around individual plants or trees to protect from birds or deer is not considered a fence needing approval
- \* The ARB/ARC or its designated representative will review each fence application on an individual basis, and in its sole discretion will determine whether the fence will be approved. All fence proposals must include a foundation survey showing the current location of existing structures with the proposed fencing area shown.
- \* Boundary fencing may be a three or four plank fence stained ebony black in keeping with Glenmore's heritage as a horse farm or an attractive structural dark colored wrought iron or aluminum fence. To enclose a three or four plank fence, a 2" x 4" 12 or 14-gauge turkey wire on the inside will be acceptable. Boundary fencing must be placed a minimum of 5 feet from the property line to allow room for any maintenance needed to the fence or lawn. Boundary fencing may only be used in the rear yards, and not extend beyond the rear corners of the house.

- \* Boundary fencing on corner lots where fencing is visible from the road will be required to be set back at least 40 feet from property boundary on the road side, and if visible from the road, must be an attractive structural metal type of fence made of dark colored aluminum or wrought iron.
- \* All other fences such as pool enclosures, privacy fences, deer fences, and decorative fencing for landscaping purposes will be considered by the ARB/ARC on an individual basis. Factors taken into consideration will include the height of the proposed fence, the visibility from the road, and the style of fence in relation to the architectural design of the house. Also considered will be plantings used to buffer the fencing from view and to lessen the impact on the golf course, streets and neighboring properties.
- \* Invisible fences will be placed a minimum of 1 foot inside the property line.

#### 8. Backflow Prevention on Irrigation Systems:

- \* The Albemarle County Code, Section 19.1-II requires the water purveyor (Service Authority) to eliminate or control all cross connections. Irrigation systems are considered to be a high hazard; therefore, Albemarle County Service Authority requires a reduced pressure principal backflow prevention device to be installed. Because of the differential pressure relief valve on this particular device it cannot be located in a pit. The ASCA does not take exception to the device being located in a crawl space, basement or above ground as long as there are not branches between the tap and the backflow prevention device. The device must be adequately screened if it is in the yard. It can be hidden in the landscape design or screened with plantings if it stands alone.

#### 9. Gutter Drains: Locate gutter drains and where they will daylight on the site plan or the landscape plan.

### B. HOUSES

#### 1. Foundation:

- \* The owner and builder should strive to minimize exposed foundation walls. Exposed foundations shall be covered with brick, stone or stucco in a complimentary color to the house and accepted by the ARB. Uncovered concrete, painted parged block, or wood materials are unacceptable.

#### 2. Roof:

- \* Roof pitches must be 7/12 or greater. Any exceptions must be approved by the ARB.
- \* Wood shingles or shakes, architectural asphalt shingles, sheet metal, copper and slate roofs are acceptable. Asphalt or fiberglass shingles must be rated at a 25 year minimum. Asphalt roof colors must be dark brown, dark gray or black. A copper

roof may be allowed to finish naturally, and raised seam metal roofs must be dark in color.

\* All plumbing vents must be painted black where they exit from the roof.

### 3. Siding:

\* In order to create harmony on the site it is suggested that brick, composition concrete siding such as Hardiplank, stone, cedar, cypress or redwood siding be used as an exterior finish. Other exterior materials may be considered by the ARB depending on the particular specifications.

### 4. Window/Doors/Trim/Shutters:

\* Metal windows and doors must be of a painted or baked enamel finish. No natural metal finish such as aluminum finish windows, storm doors, or doors are to be used. Window screens and storm doors must be white, anodized bronze or match the trim or body color of the house. The style of storm doors must be approved by the ARB. Window casings must be 3 1/4" minimum and wood sills must be 2 1/2" on the front elevations of the house. On a brick house, bull-nosed brick will be allowed in lieu of 2 1/2" wood sills. On wood sided houses, corner board must be 6" minimum. Shutters are not required on houses. However, if used they must be operational with hardware (i.e., "S" guards). Vinyl shutters are allowed on the cottages and may, with ARB approval, be allowed on other homes, with proper installation of hardware (hinges and hooks). Window trim detail, cornice detail and rake return detail are shown in Attachments 5-7. Shutters must be half the width of the window in size. No shutters will be allowed on "twin windows" without specific approval by the ARB.

\*Where mullion bars are required by the Architectural Review Board, they must have a traditional profile with a minimum depth of 3/8". Snap-in mullions are allowed. The Board may require window specifications/cut sheets as part of the ARB approval, but will indicate when such specifications are required. Mullion bars in the airspace on insulated windows may be permitted. These bars should have a minimum width of 1 inch. For approval, a window submittal will required by the ARB.

### 5. Garages:

\* Rear entry garages will be permitted only in unique situations due to the extra clearing required.

\* Front loading garages are discouraged except in situations where the lot width or grade conditions make side loading undesirable or impossible (generally in cul-de-sacs).

\* A two car garage, either detached or integral to the house is required for any house in Glenmore.

### 6. Front Porch:

\* Wood flooring on front porches must be paint grade material and be painted unless otherwise approved by ARB.

- \* Wood front porch steps must have risers. The construction must be paint grade wood and treads and risers must be painted.
- \* Wood porches must be supported with columns of brick or of the approved foundation material (if not brick), and the areas between the columns enclosed with lattice or in another manner acceptable to the ARB.

#### 7. Gas Fireplaces:

- \* If the fireplace is on the front of the house and outboarded, it must have a full chimney. If the fireplace is inboarded, no vent pipes will be permitted on the front of the house or on the front portion of the roof.
- \* If the fireplace is on the side of the house and not inboarded, a full chimney is required. If the fireplace is inboarded a vent will be permitted either through the side of the house or through the rear portion of the roof (i.e., the back roof of the house). If vented through the roof, the vent must be painted to match the roof color or painted black. If vented through the side, the vent must be painted to match the siding, or if the siding is brick, the vent must be painted black.
- \* If the fireplace is on the rear of the house, the same rules apply as to the side of the house, except that the ARB will consider alternative designs for the purpose of creating special architectural elements. For instance, glass surrounds of a gas fireplace will be considered to the rear of homes. In considering exceptions, the Board will consider the visibility to neighboring properties, streets, and the golf course.

#### 8. Decks:

- \* Decks need to be solid stained or painted and if on golf course lots or highly visible from the street need to be supported with columns other than treated timbers. If wood, deck supports should be a minimum of 6 x 6 posts and solid stained or painted. Other supports such as brick pillars are encouraged.

### C. LANDSCAPING

1. The minimum landscape requirements are shown in Attachment 8, and apply to the front of the home from front corner to front corner. The minimum requirements are a baseline to begin a landscape design. Additional plants may be required by the ARB, depending on the size of the home and the size of the lot, as well as how the home sits on the lot and interacts with its neighbors and the golf course. Ornamental grasses and similar perennial plants will not be considered as part of the minimum requirements. Likewise, ground-hugging junipers and similar ground covers will not be considered as part of the minimum requirements. Existing shade trees preserved in the front yard may be counted toward the minimum requirement.
2. If the lot borders the golf course, additional landscaping may be required at the sides and rear of the house to minimize the impact to the golf course.

3. A 15' strip of lawn adjacent to the road is required. If there are trees existing along road frontage, mulched beds around the perimeter of trees will be acceptable with grass around the perimeter of the mulched beds. In any case, a grass strip must be maintained along the road edge through the ditch line.
4. Flowering trees may be substituted for shade trees to meet minimum requirements provided shade trees already exist in the front of the house in locations necessary to meet the minimum requirements.
5. Additional landscaping may be required to address erosion control and other site sensitive situations such as parking areas. Where mulch is used as an erosion control measure, it must include plantings for stabilization.
6. In seeding and/or sodding of the lot, positive drainage must be maintained from the edge of the road through the ditch line.
7. Statues or other ornamental pieces that are in the front yard must be indicated on the landscape plan.

#### SECTION IV – OTHER REQUIREMENTS

- A. Fuel tanks or similar storage receptacles may be installed only within a main building, accessory building or buried underground. Propane tanks for grills that are hand carried off site for replacement or refill do not have to be buried, but will be treated as a part of the grill.
- B. Freestanding storage sheds, workshops, garages, or other outbuildings must be designed and located as an integral part of the house, service yard, and landscape designs. The same approval process if required for such out buildings as is required for the house.
- C. Dog houses, playhouses, gazebos, and other such structures must be painted or stained to blend with the house and/or natural landscaping. Approval of such structures by the ARB, including their location, is required.
- D. No free standing television antenna, satellite dish, radio receiving or transmitting antenna shall be constructed or permitted on any lot or exterior of any dwelling except satellite dishes less than 30" in diameter. The location of those satellite dishes permitted must be approved by the ARB.
- E. Solar panels may be considered but visibility from other residences and the color of the panels versus the color of the roof shingles will be taken into consideration.
- F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other common household pets and they may be kept on individual lots. Enforcement of pet control has been assigned by the Glenmore ARB to the Glenmore Community Association.
- G. Mailboxes are the responsibility of the homeowner. Any alterations in color or design must be approved by the ARB. Replacement of the mailbox, when required, will be the responsibility of the Owner, and must be the same design as the original.

- H. No more than one (1) detached single family dwelling, one (1) small accessory building, and one (1) detached private garage shall be permitted on one lot. An accessory building may not be constructed prior to the construction of the dwelling.
- I. Recreational vehicles, boats, trailers, large trucks or other such items are not permitted to be parked on streets, or exposed on lots. An RV area is provided for such vehicles, or the Owner may make other provisions for storage of such items. Fees and other information regarding the Glenmore RV Area are available from current RV lot owner..
- J. No clothing, laundry, or wash shall be aired or dried on the exterior of any home.
- K. All toys bicycles, tricycles, motorcycles, mopeds, and such other similar items shall be removed each evening to an area not exposed to view.  
Home power generators must be properly screened from street and neighbor view and have soundproofing, in addition to following the county regulations.
- L. The location of play equipment such as swing sets and basketball goals must be approved by the ARB, and may require landscaping for buffering.

#### SECTION V – CONSTRUCTION REQUIREMENTS

##### A. CONSTRUCTION PERIOD

House construction, including landscaping, must be completed within one (1) year except for complications as outlined in Article X 4.(a) of the Covenants and Restrictions.

##### B. TRASH AND CONSTRUCTION DEBRIS

Each construction site must have some type of trash container located on the premises. The area must be kept neat and free of litter and debris. Trash and construction debris will not be accepted at trash sites in Glenmore. A fenced area is not permissible.

##### C. CONSTRUCTION HOURS

Due to the increasing numbers of residents at Glenmore, construction activities may not start until after 7:00 A.M.

##### D. PORTABLE TOILET FACILITIES

Each builder is responsible for providing a portable toilet facility at the construction site. Sharing of the toilet with another builder is acceptable to the ARB, but must be arranged by the builders. Facilities of Glenmore such as golf course or club rest rooms are not available for use.

##### E. MATERIALS STORAGE

Construction materials may not be stored on a lot earlier than two weeks prior to the start of construction, and not before final house and site plan approvals have been obtained.

##### F. MUD CONTROL

A gravel surface to the construction area must be maintained at all times to keep mud from being tracked to adjacent streets. If mud is tracked onto the street from construction, builder is



responsible for cleaning after each day. If builder does not clean the road, Glenmore ARB will clean and bill the builder. All equipment must be loaded and unloaded on the lot. No tracked vehicles or equipment are allowed on paved streets for any reason.

- G. Damage to street shoulder occurring as a result of construction must be corrected by the Owner/Builder at the completion of construction.
- H. Prior to the start of construction, all utility companies must be contacted by the Owner/Builder to mark the location of underground utilities. Areas disturbed to connect utilities must be restored by the Owner.
- I. Silt fences, are required during the construction period, are the responsibility of the Owner/Builder to install and maintain.
- J. Contractor Parking: When possible, parking must be contained on the lot under construction. If this is not possible, parking is NOT permitted on shoulders or vacant lots.
- K. Metal trash boxes are required.
- L. No burning of any materials is allowed.

#### SECTION VI – CHANGES TO GUIDELINES

These Guidelines are subject to change at any time at the sole discretion of the Glenmore Architectural Review Board. Because of the development of a specific group of house plans for the Bremerton Cottage and Scottish homes sections, the application of these Guidelines and the ARB process may be modified at the discretion of the ARB for these sections.

ATTACHMENT 1  
GLENMORE ARB - SUBMITTAL FORM  
REVISED:

Section/Lot Number: \_\_\_\_\_ Owner: \_\_\_\_\_  
Submission Date: \_\_\_\_\_

Submitted By: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (W) ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
(H) ( ) \_\_\_\_\_ Mobile ( ) \_\_\_\_\_

PURPOSE OF SUBMISSION:

PLANS SUBMITTED:  
(Indicate type, plan date, and designer for each plan)

OTHER ITEMS SUBMITTED:  
(materials, colors, etc.)

Date Reviewed: \_\_\_\_\_ By: \_\_\_\_\_

ACTION BY ARB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL PERMITS REQUIRED BY CITY, COUNTY, STATE AND FEDERAL AGENCIES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER TO OBTAIN.

ATTACHMENT 2  
GLENMORE ARB – CONSTRUCTION AGREEMENT FORM  
REVISED:

Section/Lot Number: \_\_\_\_\_ Owner: \_\_\_\_\_  
Stakeout review date: \_\_\_\_\_ By: \_\_\_\_\_

Reviewed with: \_\_\_\_\_

Plan approvals required prior to starting construction:

Site plan dated: \_\_\_\_\_ Approved: \_\_\_\_\_  
House plan dated: \_\_\_\_\_ Approved: \_\_\_\_\_

Stakeout Review:

House siting conforms to approved site plan: \_\_\_\_\_  
Driveway/parking areas conform to approved site plan: \_\_\_\_\_  
Clearing area conforms to approved site plan: \_\_\_\_\_  
Trees to remain in cleared areas are marked: \_\_\_\_\_  
Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lot stakeout is approved: \_\_\_\_ Disapproved: \_\_\_\_ By: \_\_\_\_\_

Agreements relative to construction:

(1) Start date is \_\_\_\_\_. House construction, site work and landscaping must be completed within one year of start date.

(2) Condition of shoulders at lot and adjacent lots is \_\_\_\_\_  
\_\_\_\_\_

Owner/Builder agrees to restore shoulders to existing condition at the completion of construction.

(3) Driveway culvert is \_\_\_\_ is not \_\_\_\_ needed. If needed, the culvert will be installed prior to the start of construction, and will meet the requirements set forth in the Glenmore ARB Guidelines dated April 25, 1997.

ATTACHMENT 2  
GLENMORE ARB – CONSTRUCTION AGREEMENT FORM (Page 2)  
REVISED:

Section/Lot Number: \_\_\_\_\_  
Stakeout review date: \_\_\_\_\_

Owner: \_\_\_\_\_  
By: \_\_\_\_\_

(4) Owner/Builder is responsible for maintaining the street adjacent to the lot in a clean condition during the construction period. Mud and other debris that accumulates on adjacent streets as a result of construction must be removed by the Owner/Builder. A gravel surface must be maintained at all times onto the construction site.

(5) Owner/Builder must contain construction debris on site during the construction period. The means of trash containment for this site will be \_\_\_\_\_

Owner/Builder understands that trash/construction debris will not be accepted at development trash sites in Glenmore.

(6) All equipment must be loaded and unloaded on the lot. No tracked vehicles or equipment are allowed on paved streets for any reason.

(7) Restoration of areas disturbed for the connection of underground utilities must be restored by Owner/Builder.

(8) Silt fences are required as follows: \_\_\_\_\_

(9) Condition of water meter box is: \_\_\_\_\_

Owner/Builder will repair damage to water meter box occurring during construction period unless such damage is noted above.

(10) Condition of sewer lateral is: \_\_\_\_\_

Owner/Builder will repair damage to sewer lateral occurring during construction period unless such damage is noted above. Additionally, Owner/Builder will be responsible for re-seeding all areas disturbed to connect sewer other than areas noted as follows: \_\_\_\_\_

(11) Burning is not allowed.

ATTACHMENT 2  
GLENMORE ARB – CONSTRUCTION AGREEMENT FORM (Page 3)  
REVISED:

Section/Lot Number: \_\_\_\_\_ Owner: \_\_\_\_\_  
Stakeout review date: \_\_\_\_\_ By: \_\_\_\_\_

(12) If water is available to the lot, water will not otherwise be furnished by Glenmore during the construction period. If water is not available to the lot it will be furnished as follows until it is available to the lot: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) Construction may not start until 7:00 A.M.

(14) Owner/Builder is responsible for providing toilet facilities at the site. Such facilities will be provided in the following manner : \_\_\_\_\_  
\_\_\_\_\_

(15) Construction materials may not be stored on site earlier than two weeks prior to the start date.

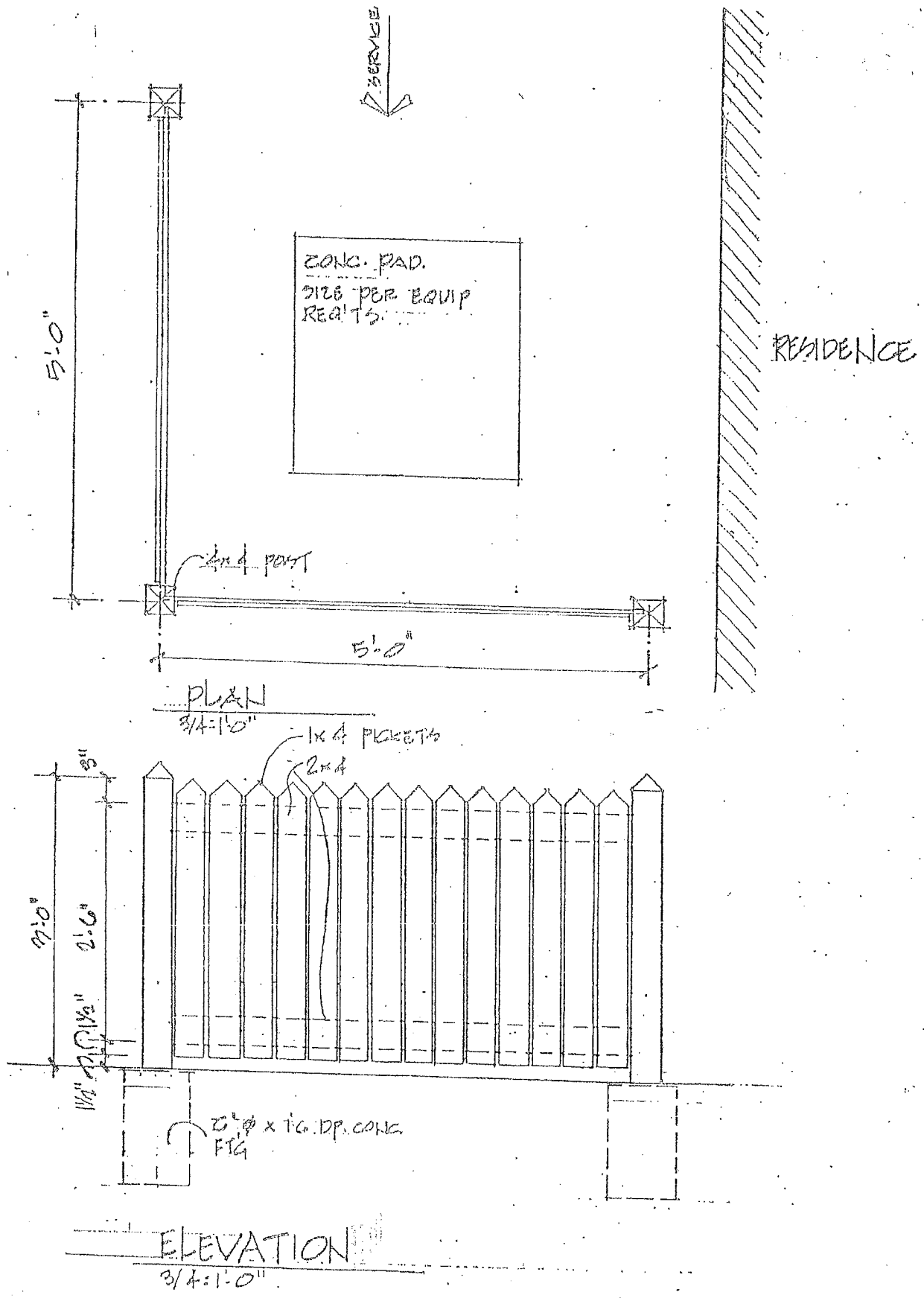
(16) All requirements of Albemarle County or other agencies are the responsibility of Owner/Builder, not the Glenmore ARB.

(17) When possible, parking must be contained on lot under construction. If this is not possible, parking is NOT permitted on shoulders or vacant lots.

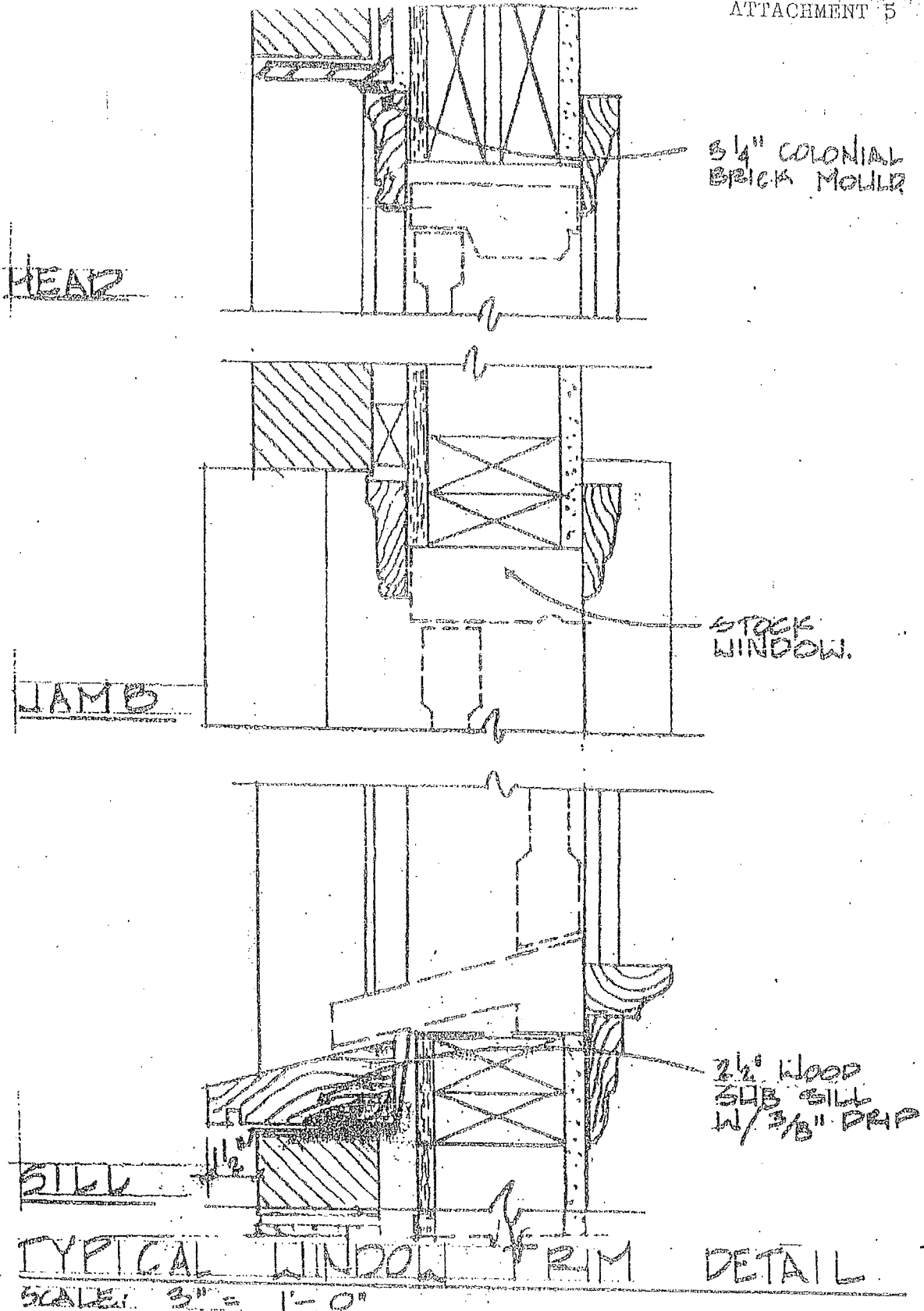
(18) Temporary power supply is required as determined by the ARB.

Agreed to: \_\_\_\_\_ Owner/Agent Date: \_\_\_\_\_

\_\_\_\_\_ Glenmore ARB Date: \_\_\_\_\_

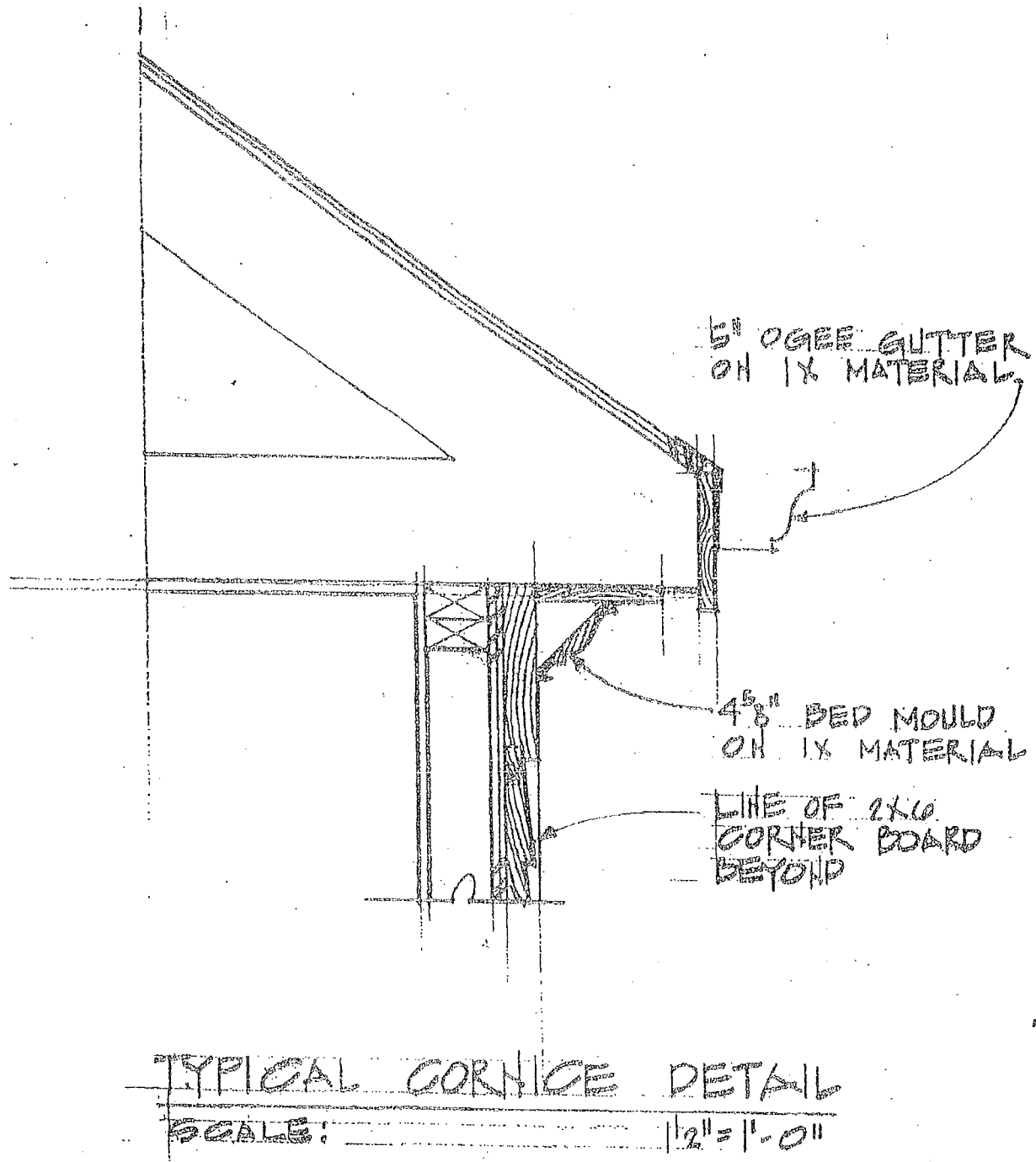


ATTACHMENT 5



E X A M P L E

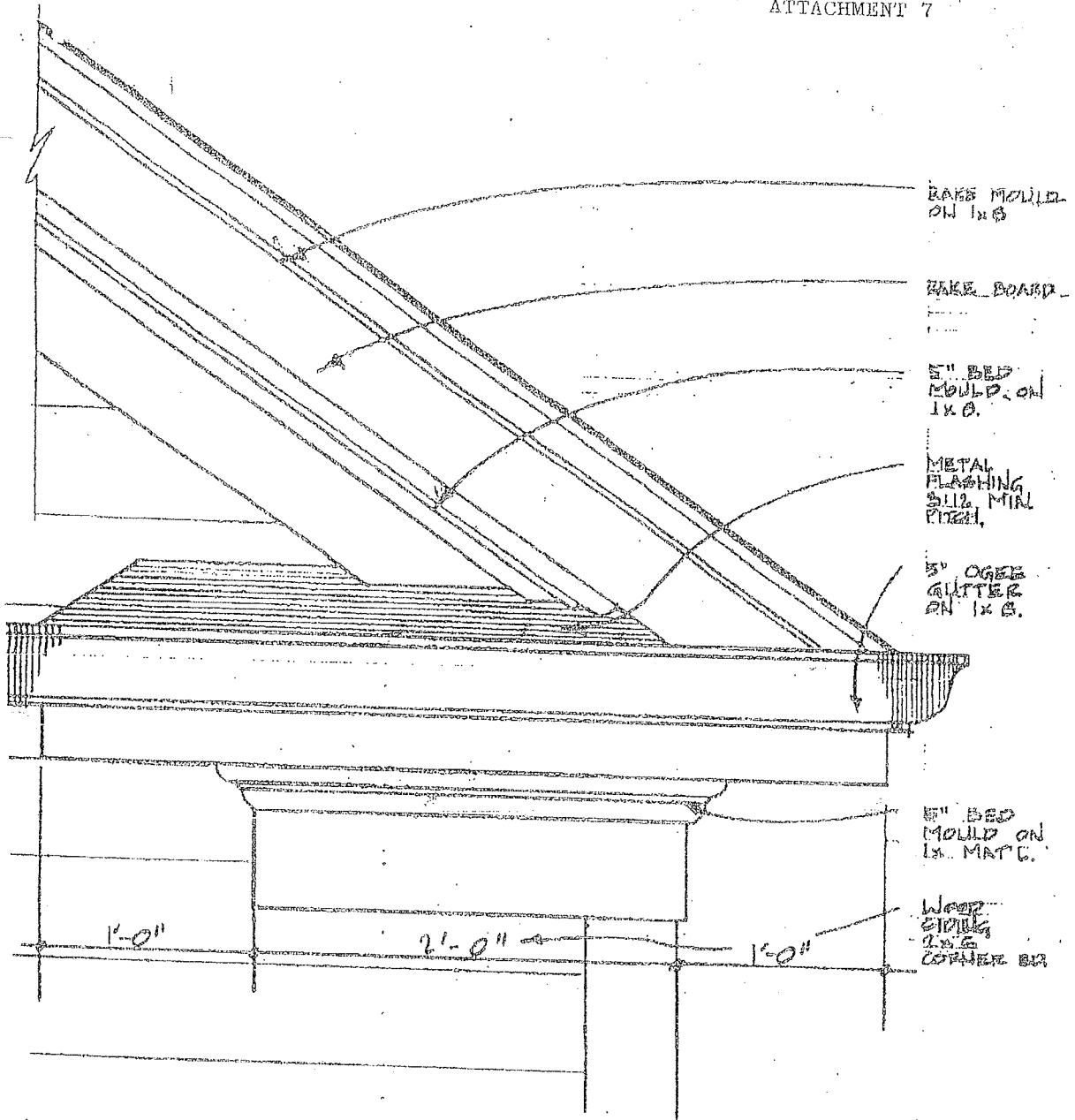
ATTACHMENT 6



E X A M P L E



ATTACHMENT 7

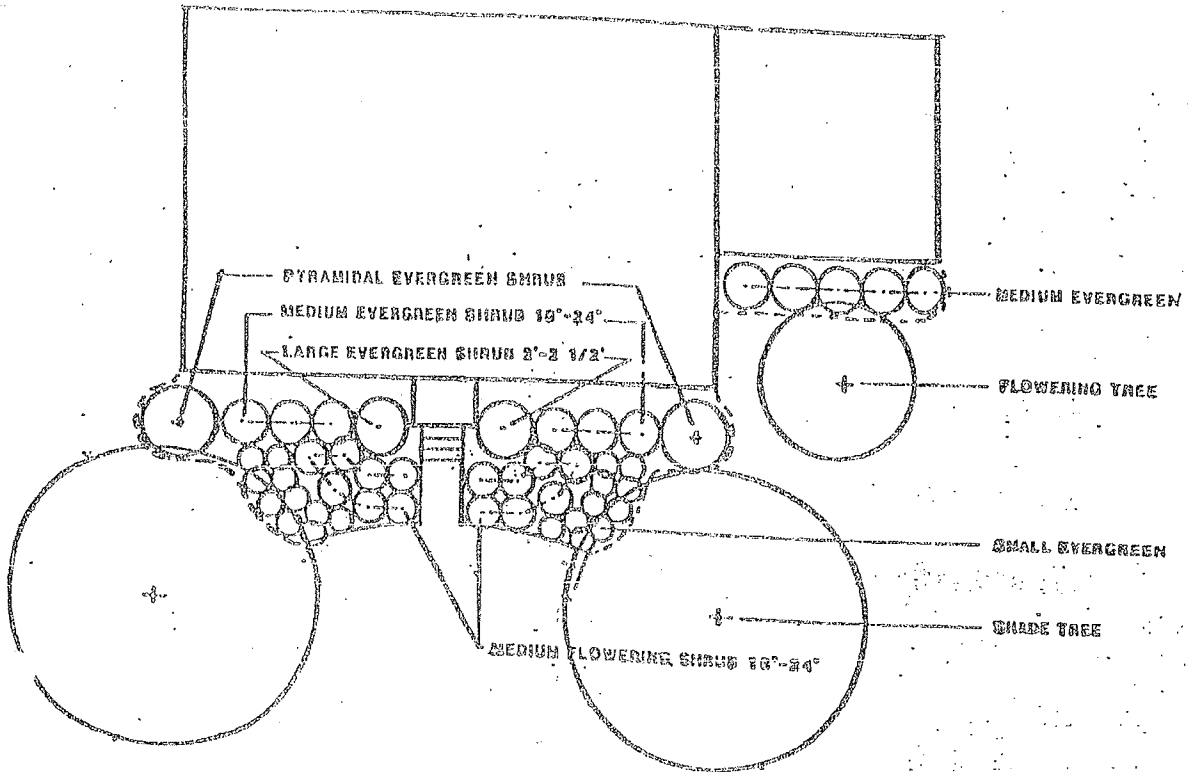


TYPICAL RAKE RETURN DETAIL  
SCALE: 1/2" = 1'-0"

E X A M P L E

MINIMUM LANDSCAPE REQUIREMENT  
 FRONT OF HOUSE  
 (FRONT CORNER TO FRONT CORNER)

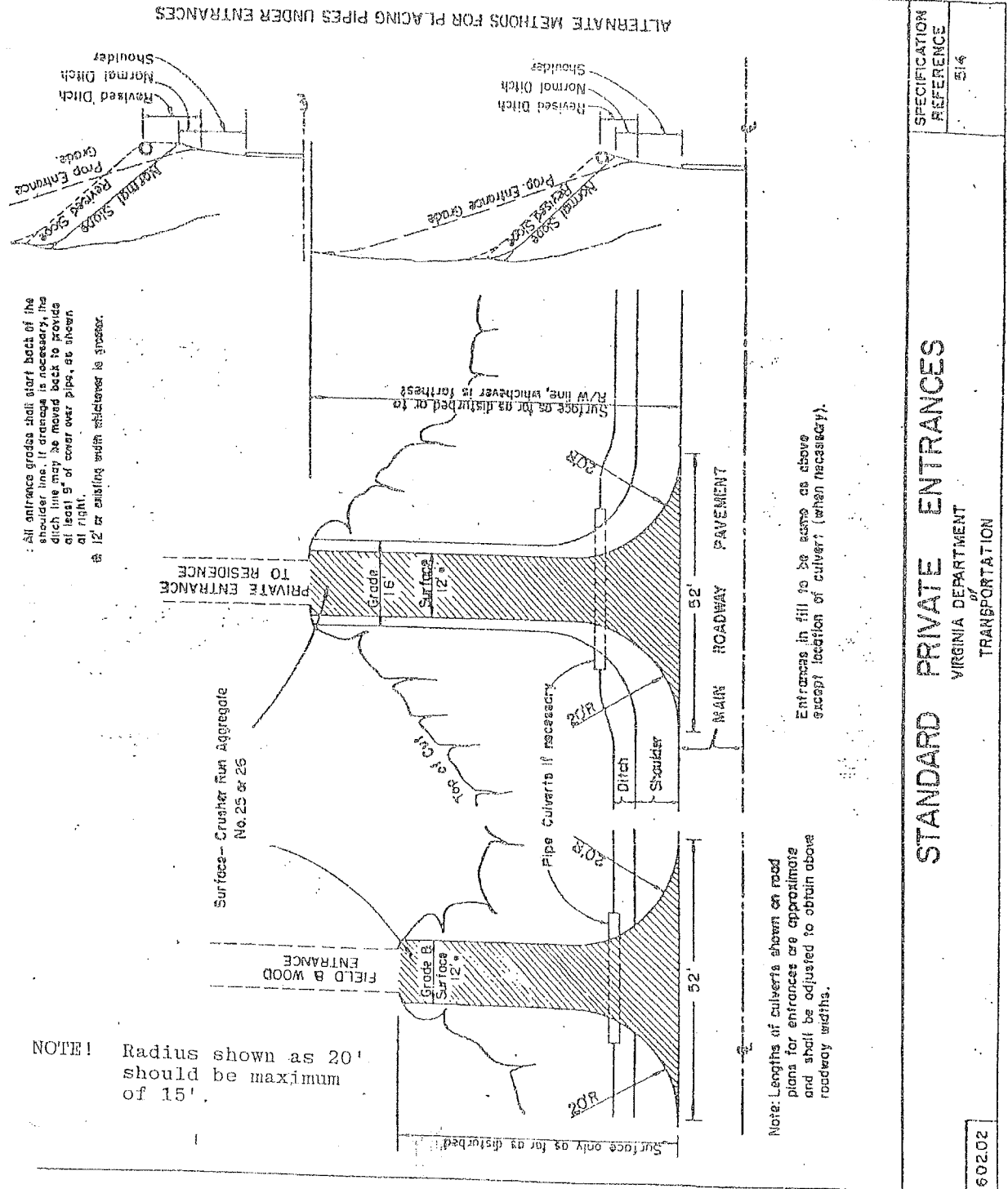
ATTACHMENT 8



MINIMUM LANDSCAPE REQUIREMENT

Shade Tree	2" - 2 1/2" cal.	2
Flowering Tree	6' - 8' tall	1
Pyramidal Evergreen Shrub	4' - 5' tall	2
Large Evergreen Shrub	2' - 2 1/2' tall	2
Medium Evergreen Shrub	18" - 24" tall	11
Medium Flowering Shrub	18" - 24" tall	14
Small Evergreen Shrub	15" - 18" tall	20

HITCHHILL 9



All entrance grades shall start back of the shoulder. If it is necessary, the ditch line may be moved back to provide at least 5' of cover over pipe, as shown at right.  
 a 12' or suitable width whichever is greater.

NOTE! Radius shown as 20' should be maximum of 15'.

Note: Lengths of culverts shown on road plans for entrances are approximate and shall be adjusted to obtain above roadway widths.

Entrances in fill to be same as above except location of culvert (when necessary).

SPECIFICATION REFERENCE	514
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**STANDARD PRIVATE ENTRANCES**  
 VIRGINIA DEPARTMENT OF TRANSPORTATION

202209

May 22, 2002

ADDENDUM  
TO  
GLENMORE ARCHITECTURAL AND LANDSCAPE GUIDELINES  
AS REVISED APRIL 1, 2001

All radon systems installed in Glenmore will be a sub slab internal suction system. Below is an example of how it is installed. As per the Architectural Guidelines, the pipe extending through the roof will be painted black. The pipe may not extend at the front of the house.

COMPONENTS OF A SUB SLAB SUCTION SYSTEM.

