

*Seven Springs*  
*Property Owners Association*  
**BY-LAWS**  
**AND RULES AND REGULATIONS**  
**OF THE ASSOCIATION**  
**("By-Laws")**

**Notice:** The Code of Virginia, Virginia Property Owners' Association Act, Chapter 26 and Section 55.508 – 516.2 (the "Statute") was most recently amended in 2004. Its comprehensive provisions are intended to govern associations where a conflict is found to exist between the Statute and Declarations or By-Laws (including its Rules and Regulations) or where there is silence upon a subject. References are often made hereinafter to that Statute but the provisions of the Statute, as amended from time-to-time, either supercode or supplement these By-Laws or the provisions of the Declaration. A complete copy of the Statute is available upon request.

**Contents**

1	Owners' Association	1
1.	Association's Responsibilities	1
3.	Membership	2
4.	Maintenance Assessments	2-3
	a) Payment	2
	b) Assessments	3
	c) Assessments Due	3
	d) Nonpayment	3
	e) Subordination of Lien to Purchasers' Mortgage	3
5.	Insurance	3
6.	Enforcement for Violations	3
7.	The Board and Officers	3-4
8.	Control	4-5
9.	Non-Liability	5
10.	Easements	5-6
11.	Term	6
12.	Enforcement of Protective Covenants	6
13.	Offices	6
14.	Meetings	6
15.	Disputes	6
16.	Committees	6
17.	Notices	7
18.	Authority to Sign	7
19.	Amendments	7

1. **OWNERS' ASSOCIATION:** So long as in title of a Lot, the owner(s) of each lot, by acceptance of a deed, shall collectively be a member of the *Seven Springs Property Owners Association*, (the Association") and of its successors and assigns. The Association is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia and is registered and in good standing with the Virginia Department of Professional & Occupational Regulation as an association. Membership in the Association shall be subject to the rights, terms and conditions set forth herein and in the Statute all of which are made a part of the accompanying Declaration as if set forth therein and subject to the provisions of the Statute. There shall be only one association that is to be responsible for all lots within all subdivisions of the Master Seven Springs Development although each of the communities may have similar counterparts of these By-Laws attached to the separate Declaration of Restrictive Covenants of record for each Development.

2. **ASSOCIATION'S RESPONSIBILITIES:** The Association shall be responsible for the general management and supervision of all Lots within the Master Development and the ownership of the Common Areas thereof and shall have all of the powers and shall be responsible to perform all of the obligations and benefit from the rights, as are provided herein. Further, the Association shall have all powers now or hereafter granted to a non-stock corporation in the Commonwealth of Virginia that shall be consistent with the purposes specified herein and the Statute.

**Exhibit A**

1 of 7

3. **MEMBERSHIP:** The record owner(s), collectively, of a fee or undivided fee interest in each lot which is subject to the covenants of record to assessment by the Association shall be a member of the Association, subject to and bound by the Association's By-Laws. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns any Lots.

(a) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights of such member(s) may be suspended by the Board of Directors of the Association until all such assessment(s) are paid.

(b) No membership fee shall be charged nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each lot as the Declarant, prior to the Turnover Date, or the Board or members of the Association shall thereafter from time to time adopt.

(c) Voting and Voting Rights. From and after the Turnover Date, the ownership of each lot by a person other than Declarant shall entitle its owner(s), collectively, to one (1) vote on each matter submitted to a vote of members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote. The voting rights of the membership shall be appurtenant to the ownership of lots. The Declarant shall be entitled to one (1) vote for each lot owned by it, provided that the Declarant may, at its sole option, withdraw from membership in the Association upon the sale by Declarant of more than fifty percent (50%) of all lots within the Master Development.

4. **MAINTENANCE ASSESSMENTS:** The assessments levied by the Association shall be used to provide funds for such purposes and common expenses as are for the benefit of the owners of the property within the area overseen and administered by the Association. The purposes presently contemplated include maintenance, repair, landscaping and beautification of the common areas, easements and interior roadways providing access to all lots subject to this Declaration and preservation lots and other shared areas as might be shown on the Surveys and all supplements or as may be declared or recorded from time to time. Other purposes may be benefited by the assessments as may be established by the Declarant until the Turnover Date and thereafter as adopted by a majority of the members.

For each lot subject to the Declaration, every owner (other than the Declarant, its successors and assigns) covenants, and each subsequent owner of any such lot, by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association its prorata share for certain expenses of maintenance in accordance with this Declaration. Annual or other periodic assessments or charges shall be established in amounts as determined by the Declarant, until the Turnover date and, thereafter, by the Board of Directors of the Association. Special Assessments as approved by or on behalf of the Association may be established and collected.

In the event that a water right to a shared well shall be made available to a purchaser or lot and a lot shall be granted and shall purchase shared rights to a common well, the terms and conditions of a Well Rider attached to the owners' purchase agreement and thereafter embodied within the deed from the Declarant shall control and the sharing among all owners utilizing such well rights of related assessments shall be made by the Association among only those lots sharing or having the rights to utilize such well.

a) **Payment.** The assessments provided for the Association shall be payable in advance, no less frequently than annually, by every owner of each lot. The annual or other periodic assessment shall be due on or before January 1 of each year except for the first year of ownership by an owner. At the closing of a purchase of a lot by an owner, the assessment shall begin to accrue to such owner and the owner either shall reimburse the seller for the prepaid portion of any assessment or pay to the Association the new owner's pro-rata share of the annual assessment for the remainder of the calendar year or other billing period established.

b) **Assessments.** Until the Turnover Date, the annual or other periodic assessment imposed by the Association shall be set each year by the Declarant and thereafter by the Association. In establishing the assessment for any assessment year, there shall be considered all currently anticipated costs and expenses of the Association and reasonable reserves or special assessments for likely future needs. Lots while owned by the Declarant shall not be subject to assessments until each lot is conveyed to a purchaser. Declarant may collect, from each initial purchaser of a Lot at the closing of the sale of each such Lot, the sum of Two Hundred Fifty Dollars (\$250.00) which amount shall be deposited into the General Funds in a local bank established in the name of the Association. Such amount may be increased from time to time if deemed required by the Declarant or Association. On the Turnover Date, the Declarant shall transfer all funds then remaining to the control of the Association. The Declarant shall have the right to utilize such funds for Association purposes prior to the Turnover Date. All funds collected shall be held and expended for the purposes designated and held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Declarant or Board may select.

Exhibit A

2 of 7

(c) **Assessments Due.** Assessments shall be payable on or before January 1st of each year or on or before the first day of such other period (if more frequent installments are determined by the Declarant or Board). The assessment shall begin to accrue as to all lots at the time of the closing and conveyance of a lot to a purchaser/owner (other than the Declarant). At least thirty (30) days before January 1st of each year, there shall be established the annual or other periodic assessment to be imposed by the Association against each lot. In the event the Association elects not to or fails to fix such assessment rate in a timely manner, the amount of the prior year's annual assessment shall be the fixed amount for such ensuing year. Written notice of and statements for assessments shall be sent to every owner of the Association.

(d) **Nonpayment.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) or at the maximum legal rate allowed by law. In order to secure payment at and after the due date, as each assessment becomes due there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permitted by law. Each such assessment, together with such interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Association, or its agents or representatives, may bring a legal action against the owners personally obligated to pay the same and and/or may foreclose the lien against the lot to which the assessment relates, and interest, costs, and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No owner may avoid liability for the assessments provided for herein by an abandonment of the assessed lot. The liability and liens shall similarly apply to subsequent purchasers.

(f) **Subordination of Lien to Purchaser's Mortgage.** Except as to assessments with respect to a lot which shall have been due on or prior the date such mortgage is filed for record, the liens provided for herein shall be subordinate to the lien of any first lien deed of trust on such lot. The assessments and liens as subordinated to only the holder of such mortgage relates solely to assessments authorized hereunder having a due date subsequent to the date that such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or other transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or title sale or other transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. The liability and liens shall nevertheless apply to the owners at the time of such assessment and to all purchasers therefrom.

5. **INSURANCE:** The Board shall also have the authority to obtain and maintain commercial liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability. Such insurance coverage shall include cross-liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance herewith. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

6. **ENFORCEMENT FOR VIOLATIONS:** All Owners shall maintain, occupy and use their Dwelling and the Common Area only in accordance with the terms of the Declaration and any additional Rules and Regulations adopted by the Board or by the members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary. Enforcement shall be by proceedings at law and/or in equity against any person violating or attempting to violate any covenant either or both to restrain violation or to recover damages. The Declarant shall have standing to enforce the terms of the Restrictions pursuant to any remedies that may be available at law or in equity. All subsequent purchasers of lots in the Development shall have a similar right to seek enforcement if the Declarant and the Association fail to act after notice thereof to each.

7. **THE BOARD AND OFFICERS:** (a) Before the Turnover Date or as may be sooner relinquished, there shall be two (2) directors shall be selected by the Declarant and thereafter the Association shall have a Board of not less than three (3) directors who shall be elected by the members of the Association at two-year intervals or as the By-Laws of the Association shall, from time to time, provide. Vacancies in the Board occurring between regularly scheduled meetings of the members may be filled by the Declarant or Board. Except for directors of the Board appointed by the Declarant, all directors shall be members of the Association.

Exhibit A

3 of 7

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts of commission or omission made in good faith as such directors or officers.

(c) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the members having at least two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

(d) Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the members present at the next annual meeting or at a special meeting of the members called for such purpose.

(e) Any Board member may be removed from office by affirmative vote of the members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the members at the same meeting or any subsequent meeting called for that purpose.

(f) Officers. The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8. **CONTROL:** The Declarant shall, through the initial Board appointed by it, exercise control over all Association matters, until the first to occur of the following: (a) the date of the sale and conveyance of legal title to more than half of the Lots within the Master Development to Owners other than Declarant or an assignee of Declarant occurs, or (b) the date Declarant elects voluntarily to turn over to the members the authority to appoint the Board. The date upon which the authority to appoint the Board passes to the members is herein referred to as the "Turnover Date." Effective upon the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Areas to be owned by the Association thereafter.

The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any streets, elect to install and operate a private water system and/or sewage treatment facility, maintain landscaping located on islands, cul-de-sacs and median strips, if any, in the roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Declarant shall give the Association the right to terminate without cause or penalty not later than twelve (12) months after the date thereof;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board, initially not to exceed \$250 per purchaser;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, shared water system(s), if any, and/or sewage treatment facilities, if any, lighting and other improvements as may be located in the Common Areas;

Exhibit A

4 of 7

(f) At its option, to let contracts for the mowing, care, maintenance and removal of rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Association acting in accordance with its By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development and Master Development desirable residential communities; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the members by this Declaration, the By-Laws or related Statutes.

(i) Declarant shall convey the Common Areas to the Association on or before the Turnover Date.

(j) Declarant shall be entitled to build and maintain one or more temporary or permanent model homes on Lots for display and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant may at all times utilize signage, lighting and establish a sales office and model homes as required to conduct its sales and marketing of the Property.

(k) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations;

9. **NON-LIABILITY:** The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Offices of the Recorders of Deeds of the Counties of Patrick and/or Carroll, Virginia. Upon such assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

10. **EASEMENTS:** (a) Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Areas and those portions of the lots conveyed over which utility and other easements are required from time-to-time.

(a) Each Owner and their respective guests and invitees shall have a non-exclusive easement for use and enjoyment in and to the Common Areas subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of the Declaration or By-Laws, (iii) the right of the Association to levy assessments as herein provided, and (iv) all rights reserved to Declarant and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area and, if legally mandated by a utility, along the side of and adjacent to the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and irrevocable.

(c) The Declarant, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Areas and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing elements of the Common Areas and any improvements in, on, under or upon the Common Areas as herein provided or for performing any of their respective obligations herein provided. In any

Exhibit A

5 of 7

such case, the Declarant, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

(d) The Declarant and the Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

(e) The Declarant and the Association intend to grant utility easements to American Electric Power and Sprint and their respective successors across each lot for underground or other services in order to eliminate above-ground utilities.

11. **TERM:** The covenants and restrictions of the Declaration and these By-Laws shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject thereto, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Offices of the Recorders of Deeds of the Counties of Patrick and Carroll, Virginia, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

12. **ENFORCEMENT OF PROTECTIVE COVENANTS:** The Declarant, Association and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.14 hereof) from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, the Association and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

13. **OFFICES:** The Association shall maintain in either the Counties of Patrick or Carroll, Virginia a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Virginia as the Board of Directors may from time to time determine.

14. **MEETINGS** of the members shall be held at the principal office of the Association or at such other place in Patrick or Carroll County, Virginia, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the members at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) The initial meeting of the members shall be held at such time after the Turnover Date as may be designated upon not less than ten (10) days' written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the members on the second Tuesday of October of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

15. **DISPUTES:** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

16. **COMMITTEES:** (a) The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of at least one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation

Exhibit A

6 of 7



thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

(b) Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

(c) Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

(d) One (1) member of each committee shall be appointed chairman.

(e) Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

(f) Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

(g) Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with Rules adopted by the Board.

17. **NOTICES:** Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be either the street address of the Lot owned by such Owner or the last address of Owner disclosed by Owner to the Declarant. A written notice, delivered in person or sent, postage and courier costs prepaid, by express courier or deposited in the United States mails and addressed to the Owner at either address shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit with the courier service or in the United States mails, or earlier when actually received or delivered in person.


Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

18. **AUTHORITY TO SIGN:** After the Turnover Date, all agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

19. **AMENDMENTS:** The Declarations and By-Laws may be amended or modified from time to time by action of the Declarant or by the approval of the members entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.2 or by the Declarant so long as it or all successors shall own any Lots. Such amendments shall be recorded in the applicable Clerks' Offices or the Recordors' of Deeds of the Counties of Patrick and Carroll, Virginia. The Owners may release all or any part of the Property from all or any part of the Declaration.

**IN WITNESS WHEREOF,** the Declarant has caused its name on its behalf and that of the Association to these By-Laws and Rules and Regulations as Exhibit A which is a part of the Declaration of Restrictive Covenants for the Master Development, The Seven Springs, and all Developments therein, by the President of the General Partner of the Partnership, as of the day and year first above written.

SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION, LTD.  
a/k/a SEVEN SPRINGS PROPERTY OWNERS ASSOCIATION  
BY: VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP  
BY: VPE, INC., GENERAL PARTNER

By:   
Erid Pesmen, President

SZ(VPELP/By-Laws Rules&Regulations.doc)

Exhibit A  
7 of 7

INSTRUMENT #070000860  
RECORDED IN THE CLERK'S OFFICE OF  
PATRICK COUNTY ON  
MARCH 27, 2007 AT 01:09PM  
SUSAN C. GASPERINI, CLERK

RECORDED BY: SHS