

AUTUMN OAKS PROPERTY OWNERS' ASSOCIATION
HANDBOOK



July 30, 2020

AUTUMN OAKS
PROPERTY OWNERS' ASSOCIATION
HANDBOOK

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May 05, 2003
September 06, 2006
And
August 1, 2017
And
June 06, 2020

ARTICLES OF INCORPORATION
OF THE
AUTUMN OAKS PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned hereby forms a non-stock, non-profit corporation under Chapter 2 of Title 13.1 of the Code of Virginia of 1950, as amended and to that end set for the following:

Article I. Name. The name of the corporation is Autumn Oaks Property Owners Association, Inc. Hereinafter called the "Association."

Article II. Registered Agent and Office. The street address of the initial registered office is 415 Fourth Street, N.E., Charlottesville, Virginia, 22902 which is located in the City of Charlottesville, Virginia. The name of the registered agent is S. Henry Creasy IV, who is a resident of Virginia and who is a member of the Virginia State Bar and whose business office is the same as the initial registered office of the corporation.

Article III. Definitions. Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Restrictions Affecting All Lots in Autumn Oaks Subdivision recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia, as the same may from time to time be amended (the "Restrictions").

Article IV. Purposes. The purposes for which this Association is formed are:

- a) To be a non-stock, non-profit organization, none of the income of which shall inure to the benefit of any private person or to any political organization.
- b) To provide for the management, maintenance, care and architectural control of the Lots and Common Area of the real estate known as Autumn Oaks Subdivision as described in the Restrictions and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.
- c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Restrictions, said Restrictions being incorporated herein as if set forth at length.
- d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

- e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- f) To borrow money, and with the assent of more than two-thirds (2/3) of the votes from the members, to mortgage, pledge, lien by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- g) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as they may be agreed to by the members. No such dedication or transfer shall be effective unless the dedication, sale or transfer shall have received the assent of more than two-thirds (2/3) of the votes from the members.
- h) To participate in mergers or consolidations with other non-profit corporations organized for the same general purposes or annex additional residential property and Common Area, provided that any such merger, consolidations or annexation shall have the assent of more than two-thirds (2/3) the votes from the members, except as defined in Article II of the Restrictions Affecting All Lots in Autumn Oaks.
- i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Virginia Non-stock Corporation Act by law may now or hereafter have or exercise.

Article V. Members. Membership in the Association and the voting rights of members shall be set forth in the Restrictions as it may be amended from time to time, and any Supplementary Restrictions. The Restrictions provide that every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have three classes of voting Membership. The classes of members and the qualifications and rights of members are as follows:

Class A. Class A Members shall be all Owners of Lots, with the exception of the current builder who owns Lot(s) with unoccupied residences, who shall be entitled to one vote for each Lot owned. When more than one person owns any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The owner of Lot one (1) is excluded from voting rights and yearly dues assessments.

Class B. Class B Member shall be: those Class A Members whose Lots directly border common open spaces (Lots 11-28). Each Class B vote cast, in matters only concerning permanent modifications or alterations to the common open spaces, will have the equivalent weight of 1.5 votes.

Class C. Class C Members shall be any current builder who owns Lot(s) with unoccupied residences who is entitled to one vote for each Lot owned.

Article VI. Board of Directors. The number of directors constituting the Board of Directors is five (5) and their names and addresses appear in Appendix B and will be updated annually as elections change the constitution of the Board membership. Except for the initial Board of Directors, the terms of the members shall be for one year.

Article VII. Regulation of Internal Affairs. The following provisions regulate the conduct of the affairs of the Association and for the further definition, limitation and regulation of the powers of the Association.

- a) The initial Bylaws were adopted by the initial Board of Directors and may be altered, amended or repealed by the current Board of Directors.
- b) The affairs of the Association shall be conducted by the Board of Directors. The Directors shall be elected by the members at each annual meeting of the members. At such meeting at which a quorum is present, each member may cast, in respect to each vacancy, as many votes as they are entitled to under the provision of these Articles of Incorporation.

The number of persons, equal to the number of Directors, receiving the greatest number of votes shall be Directors even though not receiving a majority.

Article VIII. Contract Fair and Reasonable. No contract or other transaction between the Association and one or more of its Officers or Directors to which one or more of its Officers or Directors are interested shall be made. No contract or other transaction between the Association and any other corporation, firm, association or entity in which one or more of its officers or directors are directors or officers or are interested shall be either void or voidable because of such relationship or interest. This is because such Director or Directors are present and are counted in determining the presence of a quorum at the meeting of the Board of Directors of the Association or a committee thereof which authorizes, approves or ratifies such contract or transaction or because the votes of such Director or Directors are counted for such purpose, provided that the material facts as to the relationship or interest are disclosed or known:

- a) to the Board of Directors or committee that authorized, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the votes of such interested Directors or if the votes of the disinterested Directors are sufficient to constitute an act of the Board, by unanimous vote of the disinterested Directors, if there are not less than two such disinterested Directors; or

- b) to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

In any event, no contract or other transaction described in this paragraph of this Article shall be void or voidable despite failure to comply with parts (a) and (b) above, provided that such contract or transaction was fair and reasonable to the Association in view of all the facts known to any Officer or Director at the time such contract or transaction was entered into on behalf of the Association.

Article IX. Indemnification.

- a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action or suit by or in the name of the Association) by reason of the fact that he or she is or was a Director or Officer of the Association or is or was serving at the request of the Association as Director, Officer, Partner or Trustee of another corporation, partnership, joint venture, trust, or other enterprise, against judgments, fines, and amounts paid in settlement and expenses (including Attorney's fees) actually and reasonably incurred by him or her in connection with such action, suit or proceeding, except only in relation to any claim, issue or matter as to which such person shall have been finally adjudged to be liable for his or her gross negligence or willful misconduct in the performance of his or her duties. Each such indemnity shall inure to the benefit of the heirs, executors and administrators of such person.
- b) Any indemnity under paragraph (a) above shall (unless authorized by a Court of Law) be made by the Association only as authorized in the specific case upon a determination that the Director, Officer, Partner or Trustee was not guilty of gross negligence or willful misconduct in the performance of his or her duties and, in the case of a settlement, that such settlement was, or if still to be made is, consistent with the best interests of the Association. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel in a written opinion if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, or (iii) by the Members. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent legal counsel.
- c) Expense incurred in defending an action, suit or proceeding whether civil, criminal, administrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or

proceeding, upon receipt of an undertaking by or on behalf of the Director, Officer, Partner or Trustee to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this paragraph.

- d) The right of indemnification provided by this Article shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Association or others, even as to claims, issues or matters in relation to which the Association would not have the power to indemnify such person under the provisions of this paragraph.
- e) The Association may purchase and maintain at its sole expense insurance, in such amounts and on such terms and conditions as the Board of Directors may deem reasonable, against all liabilities or losses it may sustain in consequence of the indemnification provided for in this Article.
- f) The Board of Directors shall have the power, generally and in specific cases, to indemnify employees and agents of the Association to the same extent as provided in this Article with respect to Directors and Officers.

Article X. Dissolution. In the event or dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Article XI. Duration. The corporation shall exist perpetually.

Article XII. Amendments. Amendment to these Articles shall require the assent of two thirds (2/3) of all members.

BY-LAWS
OF THE
AUTUMN OAKS PROPERTY OWNERS' ASSOCIATION, INC.

Section One. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot in the Autumn Oaks Subdivision as defined in that certain instrument titled "Restrictions Affecting All Lots in Autumn Oaks Subdivision" as recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia, in Deed Book 400, page 1, shall be a member of the Association, provided however that any such person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

Section Two. Offices. The principal office of the Association shall be in the County of Greene, Virginia. The corporation may have offices and places of business at such other places within and without the State of Virginia as shall be determined by the directors.

Section Three. Annual Meeting. The annual meeting, of the corporation shall be held in the principal office of the corporation in Greene County, Virginia, in the first week of July of each year or at such other place as the officers and directors designate by proper notice to the members.

Section Four. Special Meetings. Special meetings of the members for any purpose or purposes may be called by the President or by a majority vote of the Board of Directors and must be called by the Secretary on receipt of a written request from twenty-five percent of the members entitled to vote.

Section Five. Notice of Annual or Special Meetings. Notice of the annual meeting or of a special meeting, stating the time, place and purpose or purposes thereof shall be given to each member in writing at such member's address as it appears on the Association's membership rolls, not less than ten nor more than forty days prior to the meeting, but such notice may be waived in writing at any time. Electronic mail is an acceptable method of notification for Members with return receipt notification by the recipient Member. If receipt notification is not received within five (5) days of sending, the Member will be notified by U.S. postal mail.

Section Six. Quorum. At any meeting of the membership the presence of at least twenty-five (25) percent of the members entitled to a vote are needed to hold a meeting and constitute a meeting quorum. No voting may occur unless a meeting is held or the Membership agrees to vote by proxy on a specific measure in advance of the matter. In addition, twenty-five (25) percent of the membership entitled to a vote, in person or by proxy, is necessary to constitute a voting quorum for all voting matters before the membership. An abstention by voice or in writing (proxy) constitutes a vote. In the event of multiple owners of a lot, the presence of any one such owner shall be sufficient for purposes of constituting a quorum.

Section Seven. Voting. All Class A and C members shall be entitled to cast one vote for each lot owned, provided however that in no event shall more than one vote be cast with respect to each lot. Each Class B member vote cast, in matters only concerning permanent modifications or alterations to the common open spaces, will have the equivalent weight of 1.5 votes. In the event of multiple owners of any lot who cannot agree on how such vote shall be cast, such vote shall be an abstention. No member may vote whose dues are not paid for the current year. Lot one (1) is exempt from voting rights.

Section Eight. Number of Directors, Tenure, Vacancies. The business and affairs of the corporation shall be managed and controlled by a Board of Directors of not more than five directors, who shall be elected annually by the members at the annual meeting and who shall also survive as the officers of the Association consisting of the President, the Vice President, the Secretary, the Treasurer and the Corresponding Secretary. Each director shall hold office until the election of his or her successor. Any director may resign at any time. Vacancies occurring among the directors during their term shall be filled by the remaining directors or by a special election of the Members. Any director may be removed at any time by the affirmative vote of a majority of the membership at a special meeting of the membership called for the purpose.

Section Nine. Regular Meeting of the Board. Immediately after each annual election of directors, the newly elected directors may meet for the purpose of organization and the transaction of other business if a quorum of the directors is present in which event no prior notice of such meeting shall be required. Other regular meetings of the board may be held without notice at such times and places as the directors may determine.

Section Ten. Special Meetings of the Board of Directors. Special meetings of the directors may be called by the President and must be called at the written request of two members of the Board.

Section Eleven. Notice of Board of Directors Special Meetings. Notice of a special meeting of the Board of Directors shall be given to each director at least ten days prior to such meeting, but such notice may be waived in writing at any time.

Section Twelve. Board of Directors Quorum. A majority of the Board of Directors shall constitute a quorum at all meetings of the Board.

Section Thirteen. Officers. The officers of the corporation shall be a President, a Vice President, the Secretary, the Treasurer and the Corresponding Secretary, who shall be elected annually by the Members as stated in section eight.

Section Fourteen. Subordinate Officers. The board may appoint such other officers and agents with such powers and duties as it shall deem necessary.

Section Fifteen. The President. The President shall preside at all meetings of the membership and directors. The President shall have general management and control of the business and affairs of the corporation.

Section Sixteen. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section Seventeen. The Treasurer. The Treasurer shall have the custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in such bank or trust company as shall be designated by the directors of the corporation or the President. The Treasurer shall receive and give receipts and a quittance for monies paid in on account of the corporation and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity of the same; he or she shall enter regularly in books of the corporation to be kept by him or her for that purpose full and accurate accounts of all monies received and paid out by him or her on account of the corporation, and he or she shall perform all other duties incident to the office of Treasurer.

Section Eighteen. The Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the membership; he or she shall attend to the giving and serving of all notices to the members and directors, or other notices required by law or these By-Laws; he or she shall affix the seal of the corporation to deeds, contracts, and other instruments in writing requiring a seal, when duly signed; he or she shall have charge of the minute-books and papers as the Board may direct, and he or she shall perform all other duties incident to the office of Secretary.

Section Nineteen. The Corresponding Secretary. The Corresponding Secretary shall be the director responsible for composing and distributing all correspondence with Lot owners in Autumn Oaks Subdivision. Such correspondence will include all notices from the Board of Directors to the Lot owners, distributing pertinent disclosure packet information to real estate listing agents for Autumn Oaks Subdivision Lots as well as any additional information to new Lot owners. The Corresponding Secretary shall be responsible for organizing community events, reserving meeting venues and assuming the responsibilities of Secretary in absence of Secretary.

Section Twenty. Committees. The Board of Directors shall have the authority to appoint standing committees to advance the work of the Association. The Committees shall have such authority as the Board of Directors may delegate except as otherwise prohibited by law. The Board shall also have the authority to appoint special committees to aid it with particular projects. Any committee appointment may be terminated by a majority vote of the full membership of the Board. The Board shall have the power to appoint successors to all appointees whose services have terminated.

Section Twenty-One. Seal. The directors shall provide a suitable corporate seal which shall be in charge of the Secretary and shall be used as authorized by the directors.

Section Twenty-Two. Depositories. The funds of the corporation shall be deposited in such bank or trust company, and checks drawn against such funds shall be signed in such manner, as may be determined from time to time by the directors.

Section Twenty-Three. Amendments. Amendments to the Articles of Incorporation and By-Laws may be proposed by a resolution of the Board of Directors recommending the amendment to the members unless the Board of Directors determines that because of conflict of interests or other special circumstances it should make no recommendation and communicates the basis for its determination to the members. The resolution shall be submitted to the membership at a regular or special meeting. The written notice of the meeting shall contain the date, time, and place, and that the purpose of the meeting is to consider the proposed amendment and the notice shall contain or be accompanied by a copy of the proposed amendment. The notice shall be given to each member not less than twenty-five (25) days nor more than sixty (60) days before the meeting. The amendment shall be adopted upon receiving more than two-third (2/3) of all votes entitled from the Membership.

Section Twenty-Four. Severability. Any By-Law herein contained which is not consistent with the Articles of Incorporation is invalid.

ARTICLES AND RESTRICTIONS
AFFECTING ALL LOTS IN
AUTUMN OAKS SUBDIVISION

The DECLARATION made this 1st day of September, 2017, by the Autumn Oaks Property Owners' Association, hereinafter called Declarant.

WITNESSETH:

WHEREAS Declarant desires to maintain thereon a subdivision with common open spaces for the benefit of said community; and

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of said common open spaces, and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of common open spaces and each Owner thereof; and

WHEREAS Declarant has deemed it desirable for the efficient preservation of the value and amenities within said subdivision, and is assigned the non-exclusive power of administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Declarant has formed under the laws of the State of Virginia as a non-profit organization, the AUTUMN OAKS PROPERTY OWNERS ASSOCIATION, P.O. Box 385, Ruckersville, VA 22968, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

Article I. Definitions.

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) **“Association”** shall mean and refer to the Autumn Oaks Home Owners' Association, a Virginia non-profit organization, its successors and assigns.
- (b) **“Common Open Spaces”** shall mean and refer to all real property (including the improvements thereto) shown on any plat or plats attached hereto or shown on subsequently recorded plat of Autumn Oaks as "Common Open Space".

- (c) **"Declarant"** shall mean and refer to Autumn Oaks Property Owners Association and any entity to which it may specifically assign its rights and interest pursuant to the terms of this Declaration.
- (d) **"Lot"** shall mean and refer to any plot of land shown on any previously recorded or to be recorded subdivision plat or real estate located within the Autumn Oaks Subdivision with the exception of the Common Open Spaces.
- (e) **"Members"** shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof,
- (f) **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated within the Autumn Oaks Subdivision, but, notwithstanding any applicable theory of the mortgagee, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or through any proceeding in lieu of foreclosure.
- (g) **"Autumn Oaks Subdivision"**, hereinafter "Autumn Oaks", shall mean and refer to all such real property and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (h) **"Board of Directors"**, shall mean and refer to not more than five (5), as long as the number is odd, Members from different Lots, elected by the Association Members on an annual basis.
- (i) **"Architectural Review Committee"**, shall mean and refer to three (3) or more Members appointed by the Board of Directors of the Association with responsibilities defined in Article VI.

Article II. Property Subject to this Declaration: Additions Thereto.

Section 1. Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Autumn Oaks Subdivision, located in Greene County, Virginia, and more particularly described as follows:

- (a) Lot 1, Autumn Oaks Subdivision as described in a deed of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, in Deed Book 388, page 140.
- (b) Lots 2 through 38, Autumn Oaks Subdivision as described on the attached plat by Gregory D. Hosaflook, F.C., dated January 5, 1999.

Article III. Membership.

Section 1. Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record or dues or assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member.

Class A. Class A Members shall be all Owners of Lots, with the exception of the current builder who owns Lot(s) with unoccupied residences, who shall be entitled to one vote for each Lot owned. When more than one person owns any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The owner of Lot one (1) is excluded from voting rights and yearly dues assessments.

Class B. Class B Member shall be: those Class A Members whose Lots directly border common open spaces (Lots 11-28). Each Class B vote cast, in matters only concerning permanent modifications or alterations to the common open spaces, will have the equivalent weight of 1.5 votes.

Class C. Class C Members shall be any current builder who owns Lot(s) with unoccupied residences who is entitled to one vote for each Lot owned.

Article IV. Property Rights in the Common Open Spaces.

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have the right and easement of enjoyment in and to the Common Open Spaces and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements in the Common Open Spaces created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Open Spaces and in aid thereof to mortgage said properties. In the event of a default by the Association upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to their continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of said properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) The right of the Association, as provided in its Articles and its By-Laws, to suspend the enjoyment rights of any Member of the Association for any period during which any dues or assessment remains unpaid, and to suspend the enjoyment rights for any period not to exceed

sixty (60) days for each infraction of its published rules and regulations, provided, however, that nothing contained in this paragraph shall be deemed to deny an Owner, his tenants, invitees, or licensees, access to and from his Lot located in the Subdivision; and

(d) The right of the Association, or its licensees, as provided in its Articles and By-Laws to impose a reasonable fee or admission charge for the use of any recreational facility situated upon the Common Open Spaces and owned by the Association; and

(e) The right of the Association or its licensees to adopt and publish rules and regulations regarding the use of recreational facilities which are situated on the Common Open Spaces and owned by the Association, and to provide for the suspension of membership rights in said facilities, for a period not to exceed sixty (60) days, for each infraction of the published rules and regulations. Any such rules and regulations adopted by a licensee shall be subject to prior approval by the Board of Directors of the Association; and

(f) The right of the Association to grant easements for public utility purposes to any public agency or public utility for the purpose of the installation and maintenance of necessary utilities to serve the Common Open Spaces or to serve any Lot located within the Subdivision, including the extension of said utilities to adjacent properties; provided, however, that said public utility easements shall not be inconsistent with the use of said Common Open Spaces for the purpose for which they are planned and being used; and

(g) The rights of the County of Greene to any open space easement as created by an instrument from the Association to said County, to be recorded in the Office of the Clerk of the Circuit Court of Greene County, Virginia.

Article V. Covenant for Maintenance Dues and Assessments.

Section 1. Creation of the Lien and Personal Obligations for Dues and Assessments. Each Owner of any Lot by acceptance of a deed therefore, (whether or not it is so expressed in any such deed or other conveyance) hereby covenants and agrees to pay to the Association (1) annual dues or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual dues and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the property against which each such dues charge or assessment is made. Each such dues charge or assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, his heirs, personal representatives, or assigns, who was the Owner of such property at the time when the assessment fell due. No Owner may disclaim or otherwise escape liability for the dues or assessments provided herein by nonuse of the common area or abandonment or conveyance of his Lot.

Section 2. Purpose of Dues and Assessments. The dues and assessment levied by the

Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and the related use and enjoyment or the Common Open Spaces including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Annual Dues. The annual dues shall be TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per Lot per year for each Class A Member, payable on a quarterly basis, unless changed as provided in Section 6 of this Article. The owner of Lot one (1) is exempt from annual dues assessments.

Section 4. Special Assessment for Capital Improvements. In addition to the annual dues authorized by Section 3 hereof, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, either in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common properties, including the necessary fixtures and personal property related thereto provided that any such special assessment shall have the assent of two-thirds of the votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date of any special assessment under this Section 4 shall be fixed in the resolution authorizing such assessment.

Section 5. Change in Basis and Maximum of Annual Dues. The Board of Directors of the Association may change the maximum and basis of the dues fixed by Section 3 due to a demonstrated need of the Association provided that dues assessments are equal for all Members.

Section 6. Date of Commencement of Annual Dues: Due Dates. The annual dues provided herein for all Members shall begin to accrue on July 15, 2002; provided there are at least five (5) Members to form a Board of Directors. The fiscal year shall commence on July 1 and end on June 30, but may be changed at the discretion of the Board of Directors. The annual dues may be remitted on an annual or quarterly basis. The quarterly payments shall become due and payable on the first day of each quarter, July 1, October 1, January 1, and April 1, of said year in the amount of FIFTY DOLLARS (\$50.00). There will be no proration of a Member's annual dues beyond the quarterly basis. Any cost associated with checks returned due to insufficient funds will be assessed against the applicable Member.

Section 7. Duties of the Board of Directors as to Dues and Assessments. The Board of Directors of the Association shall fix the date of commencement and the amount of the dues or assessment against each Lot for each dues or assessment period at least (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and dues or assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by only the Owner of said Lot. Written notice of the dues or assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand and for a reasonable charge at any time furnish to any Owner liable for such dues or assessment a

certificate in writing signed by an officer of the Association, setting forth whether such dues or assessment have been paid. Such certificate shall be conclusive evidence of payment of any dues or assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Dues or Assessments, the Personal Obligation of the Owner, the Lien, Remedies of the Association. If the dues or assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such dues or assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon and hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such dues or assessment, however, shall during his lifetime, remain his personal Obligation for the statutory period and shall not, during his lifetime, pass to his successors in title unless expressly assumed by them.

If the dues or assessment are not paid in full within thirty (30) days after the delinquency date, the unpaid balance of the dues or assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such dues or assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include the interest on the dues at assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of action.

Section 9. Subordination of the Lien to Mortgage. The lien of the dues or assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now at hereafter placed upon the properties subject to the dues or assessment; provided, however, that such subordination shall not apply to such dues or assessments which have become due and payable prior to the recordation in the Clerk's Office of the Circuit court of Greene County, Virginia, of a notice of delinquency of dues or assessments as to the properties in question. From the time of recordation of any such notice, the lien of said delinquent dues or assessments shall be a lien prior to any subsequently recorded lien or liens in the same manner as the lien of the docketed judgment to the State of Virginia. No sale or transfer pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure shall relieve such property from liability for any dues or assessments thereafter become due, nor from the lien of any such subsequent dues or assessment as stipulated by the Virginia Department of Professional and Occupational Regulation Real Estate Board Property Owners' Association Act; Statutes, Title 55, Chapter 26.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the dues or assessment, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Open Spaces as defined in Article I, Section 1 hereof (c) all properties exempted from taxation by the laws of the State of Virginia, upon the terms and to the extent of such legal exemption; (d) the owner of Lot one (1) is exempt from annual dues assessments. (e) all properties owned by current developer which do not contain an

occupied residence. The Owners of exempt properties described in (a), (b), (c) and (d) above shall be entitled to no voting rights with respect to said properties.

Article VI. Architectural Review Committee.

Section 1. Responsibilities of the Committee. The Architectural Review Committee assists the Board of Directors in determining whether properties in the Autumn Oaks Subdivision are being maintained or altered in accordance with the established guidelines of architectural harmony originally established by the developer of the Subdivision and county and state building codes. The committee will make recommendations to the Board of Directors for their approval. In the event that a Member disagrees with the Board of Director's decision, they may appeal the decision as outlined in section 6.

Section 2. Exterior Additions and Modifications. No building, fence, wall, or other structure shall be commenced, erected or maintained within the Subdivision, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing, including any necessary drawings or pictures, to the Architectural Review Committee for their evaluation. Their recommendation on the submitted plans will then be given to the Board of Directors. Work may not proceed without the proposal being approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design for the location thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Exterior Maintenance. In the event that an Owner of any Lot in the Subdivision which is subject to assessment shall fail to maintain the premises, or to maintain or repair the exterior of any improvements situated thereon in a manner satisfactory to the Association's Board of Directors, or to the Architectural Review Committee, then the Association, upon approval of a resolution to do so by a majority vote of all the Members of the Board of Directors, may, after prior notice to the Owner of at least thirty (30) days, provide exterior maintenance upon said Lot, and the improvements situated thereon as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and all other exterior improvements.

The Architectural Review Committee will not enter onto an owner's Lot to look for maintenance violations. They will only do this from the road or Common Open Spaces. If a property owner has an architectural grievance with a property in the Autumn Oaks Subdivision, they may submit it to the Committee in writing for their review. They will then jointly evaluate the grievance and make a recommendation to the Board of Directors.

Section 4. Assessment of Cost. The cost of such exterior maintenance or repair shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual dues or maintenance assessment or charge to which such Lot is subject under Article V hereof and as a part of such annual dues or assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof; provided that the Board of Directors of the Association, when establishing the annual dues or assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance or repair for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 5. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 6. Appeal process. In the event that a written proposal was submitted to the Architectural Review Committee as explained in Section 1 and the proposal was denied by the Board of Directors or a maintenance violation was concluded by the Board of Directors to which the Member disagrees with, the Member is entitled to present the proposal or said violation to the Membership of the subdivision at a called special meeting of the Board of Directors. With regards to a proposal for property alteration, copies of the original proposal along with any drawings or pictures will be available for review by all members of the association prior to this meeting and will be distributed as requested. With regards to a maintenance violation, Members are required to examine the violation as stipulated in Section 3. Voting regarding the proposal or violation will follow the guidelines outlined in Article III. If the Membership approves the proposal, work may commence on the Member's property. If the Members vote down the proposal, there will be no further appeal for the plan. A new plan will have to be devised with the suggestions of the Architectural Review Committee before it can be resubmitted for consideration. A revised proposal will then have to go through the review process from the beginning. If the Membership votes in agreement with the Board of Directors as to the maintenance violation, the responsible Member will be required to make the necessary changes.

Article VII. General Protective Covenants and Restrictions and Easements.

Section 1. The following shall apply to all Lots within Autumn Oaks:

- (a) No noxious or offensive activity shall be carried on, in or upon any Lot, or upon the Common Open Spaces, nor shall anything be done thereon which may be or may become a nuisance to persons residing in Autumn Oaks.
- (b) No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct lines of sight for vehicular traffic.

- (c) No Owner of any Lot shall store any material in or on the Common Open Spaces without the prior written consent of the Board of Directors.
- (d) No sign, with the exception of realty signs pertaining to said Lot, shall be placed on any Lot without the written consent of the Board of Directors.
- (e) No birds, animals, or insects, shall be kept, bred, or maintained for any commercial purposes in or on any Lot, and the keeping of ordinary household pets shall be limited to not more than three pets per Lot or unless and until otherwise authorized in writing by the Board of Directors.
- (f) All Member's pets must be confined within said Member's Lot or restrained on a leash when outside of said Lot.
- (g) When Member's pets are restrained on a leash outside of Member's Lot, said Member is responsible for the removal of his or her pet's feces from other Member's Lots, easements and Common Open Spaces in the Association. No member may trespass onto another Member's lot to walk their pet without that Member's permission.
- (h) No profession or home industry shall be conducted in or on any Lot without the specific prior written approval of the Board of Directors. The Board, may, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible and in harmony with a high quality, residential neighborhood.
- (i) No clothing, laundry, or wash shall be aired or dried on any exterior portion of the residential property or Common Open Spaces in any area exposed to view from any other residential property, except as approved by the Board of Directors, or when it is protected from view by screening or fencing which has been approved by the Board of Directors of the Association.
- (j) Nothing shall be altered, constructed, installed, or removed from the Common Open Spaces, except upon and with, the prior written consent of a quorum of Members taken at a board meeting.
- (k) No portion of the residential property shall be used for other than residential purposes and for purposes incidental or accessory thereto, except that model homes may be placed thereon which are used by the Association, or by other builders with the prior written permission of the Board.
- (l) If a connection to a master antenna or television cable is available at the individual Lot line, no television or radio antenna shall be located on such Lot which is exposed to view from any other Lot in a residential property area, unless, the antenna has been previously approved by

the Board of Directors. All proposals for antenna and television cable use and location must conform to all Federal Communication Commission (FCC) laws.

(m) No Member may store a vehicle, boat, RV, farm equipment, trailer or camper on their property unless its storage is completely screened from view of all other Lot Owners, for more than one night, without prior written approval of the Board, with the exception of personal vehicles on the Member's driveway.

(n) Members are permitted to display the American Flag on their lot or property as long as the displays conform to federal law, rule or custom. However, the association may continue to establish reasonable restrictions as to the size, place, duration and manner of placement or display of the flag on such property provided such restrictions are necessary to protect a substantial interest of the association.

The display of flags is prohibited in the common areas of the community as stated in paragraph (j) of this section.

(o) The installation of solar panels on members/owners property is permitted with the approval of the Architectural committee as outline in Article VI Section 1 and 2 of the "Articles and Restrictions Affecting All Lots in the Autumn Oaks Subdivision"

The installation of solar panels is prohibited in the common areas of the community as stated in paragraph (j) of this section.

Section 2. Enforcement. In the event of an infraction of the restrictions in Article VII, section 1, the Board of Directors will respond according to the statutes of the Virginia Department of Professional and Occupational Regulation, Real Estate Board, Property Owner's Act Statutes, Title 55, Chapter 26.

Section 3. Easements. Easements for the installation and the maintenance of underground utilities, supply and transmission lines are reserved to public utility companies and builders of undeveloped Lots and their successors and assigns through all area shown on the hereinabove mentioned plat whether within the boundaries of residential Lots or in the Common Open Spaces, exception only those approved building and residential driveway areas. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance, or repair of any underground utility, supply or transmission line, or drainage facility shall be promptly rectified at the expense of the corporation or authority which directed the entry.

Article VIII. Non-Discrimination.

Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after receiving of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property owned by

him in Autumn Oaks to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the property covered by this Declaration relating to race, color, religion, sex or national origin which is inconsistent with this Article IX is recognized as being illegal and void and is specifically disclaimed.

Article IX. Interest.

It is the intent of the Association that, the provisions of this Declaration now conform and will continue to conform to the guidelines established by the Virginia Department of Professional and Occupational Regulation.

Article X. General Provisions.

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the bind and land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any Land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of two-thirds of the Lots has been recorded, which instrument agrees to dump said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited, postage prepaid, in a postal box or other authorized receptacle of the United State Postal Service, or its successors, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be, by means of any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and, as against the land, to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1

By:

Joseph L. Miller Jr.
President of Autumn Oaks Property Owners Association

COMMONWEALTH OF VIRGINIA

COUNTY OF GREENE, to wit:

The foregoing instrument was acknowledged before me this day of ^{14th} November, 2017, by Joseph L. Miller Jr., President of Autumn Oaks Property Owners Association, a Virginia nonstock corporation, on behalf of the corporation, who did state and certify that the requisite percentage of Members have voted to approve, have signed, have given their written consent to and ratified such Amended and Restated Declaration of Covenants and Restrictions.

Holly H. Huffman
NOTARY PUBLIC

My commission expires: 09/30/2021

Registration No. 305192



Notary Public, Virginia
Commonwealth at Large
Holly H. Huffman
ID# 305192
My Commission Expires: 09/30/2021

APPENDIX A:
ADDITIONS AND CHANGES
May 13, 2003

ARTICLES OF INCORPORATION OF AUTUMN OAKS
PROPERTY OWNERS' ASSOCIATION, INC.

- 1.) Article II: Registered agent and address changed from John Dezio to S. Henry Creasy IV.
- 2.) Article IV, part (f): Changed to 2/3 of voting members instead of each voting class.
- 3.) Article IV, part (g): Ibid
- 4.) Article IV, part (h): Ibid as well as qualified statement by assigning exception from Article II of the Restrictions Affecting All Lots in Autumn Oaks.
- 5.) Article V: Membership Classes A and B definitions changed and Class C membership added to reflect non-majority ownership of lots in Autumn Oaks by developer (declarant).
- 6.) Article VI: Board of Director membership changed to reflect current composition.
- 7.) Article VI, part a: Verbiage changed to reflect the authority of the current versus the initial Board of Directors.
- 8.) Article VI: The membership of the Board of Directors was moved to a new section, Appendix B for ease in making annual changes to Board Membership.
- 9.) Article XII: Changed 75% of each voting class to 2/3 (66%) of membership.
- 10.) Article XII: Eliminated FHA/VA approval requirements.

BY-LAWS OF THE
AUTUMN OAKS PROPERTY OWNERS' ASSOCIATION, INC.

- 1.) Section One: Defined Autumn Oaks as a Subdivision.
- 2.) Section Three: Established new date for the annual meeting.
- 3.) Section Five: Added that electronic mail is an acceptable means of notifying members of meetings.
- 4.) Section Six: Defined a quorum for a meeting separately from a quorum for a vote.
- 5.) Section Seven: Changed voting to reflect changes to class membership.
- 6.) Section Eight: Changed the number of Board Members from three to five by adding a Treasurer and Corresponding Secretary.
- 7.) Section Eight: Added that when Director position is made vacant the Membership may vote to replace that departed director.
- 8.) Section Thirteen: Ibid
- 9.) Section Nineteen: Added to define Corresponding Secretary.

- 10.) Section Twenty-Five: Eliminated FHA/VA approval.

ARTICLES AND RESTRICTIONS AFFECTING ALL LOTS IN AUTUMN OAKS SUBDIVISION

- 1.) Page one, paragraph one: Date changed to reflect new declaration date and declarant.
- 2.) Page one, paragraph two: Removed declarant as owner of real property.
- 3.) Page one, paragraph three: Removed "roads" as amenity for which the Autumn Oaks subdivision provides maintenance.
- 3.) Page one, paragraph five: Added address for the Autumn Oaks Property Association.
- 4.) Article I, part (b): "Common Properties" name changed to "Common Open Spaces".
- 5.) Article I, part (h): Addition of "Board of Director" definition.
- 6.) Article I, part (i): Addition of "Architectural Review Committee" definition.
- 7.) Article II, section 2: Removed entire "Additions of Existing Property" section.
- 8.) Article III, section 1: Class A membership definition changed to remove Declarant as a Lot owner and added that Lot 1 does not have voting rights.
- 9.) Article III, section 1: Class B membership definition changed to reflect those Lots that border a Common Open Space.
- 10.) Article III, section 1: Class C membership definition added.
- 11.) Article IV, section 2: Deleted parts (g) and (i).
- 12.) Article V, section 3: Changed amount of annual dues.
- 13.) Article V, section 4: Changed "authorized by Section 4" to "authorized by Section 3".
- 14.) Article V, section 4: Changed 3 days to 30 days.
- 15.) Article V, section 5: Changed dates and amount of dues collection.
- 16.) Article V, section 9: Added that the stipulating authority for action is the Virginia Department of Professional and Occupational Regulation Real Estate Board Property Owner's Association Act.
- 17.) Article V, section 10: "Declarant" changed to "developer".
- 18.) Article VI: Removed paragraph freeing developer, previously called Declarant, from this Article's regulations.
- 19.) Article VI: Added Section 1 and had original text become Section 2.
- 20.) Article VI: Outlined process for getting proposal submitted and approved.
- 21.) Article VI: Article VII from the original version was combined with Article VI and became Sections 3-6.
- 22.) Article VI, section 3: Added Property Review Committee as recommending authority for approval of changes.
- 23.) Article VI, section 6: Added section to define appeal process in the event a proposed alteration to a property is not approved by the Architectural Review Committee or the Board of Directors.
- 24.) Article VII: Was previous Article VIII.
- 25.) Article VII, part (d): Added the exception of realty signs.
- 26.) Article VII, part (f): Added entire part.
- 27.) Article VII, part (g): Added entire part.

- 28.) Article VII, parts (h) through l: nomenclature changed to account for addition of new parts (f) and (g).
- 29.) Article VII, part (l): Added that all proposals, installations and uses of antenna and television cable must conform to all Federal Communications Commission law.
- 30.) Article VII, part (m): Added entire part.
- 31.) Article VII, section 2: Added entire section.
- 32.) Article VII, section 3: Changed easements rights to public utility companies and developer. Eliminated declarant. 33.) Article IX: Was previous Article X.
- 34.) Article IX: Changed to reflect Virginia Department of Professional and Occupation Regulation as authority for which these provisions and guidelines conform.
- 35.) Article X: Was previous Article XI.
- 36.) Article X, section 1: one (1) year changed to sixty (60) days.
- 37.) Article X, section 1: Ninety (90) days changed to thirty (30) days.

ADDITIONS AND CHANGES

September 06, 2006

ARTICLES AND RESTRICTIONS AFFECTING ALL LOTS IN AUTUMN OAKS SUBDIVISION

- 1.) Article V, section 3: ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) changed to TWO HUNDRED AND 00/100 DOLLARS (\$200.00).
- 2.) Article V, section 6: THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$37.50) changed to FIFTY AND 00/100 DOLLARS (\$50.00).
- 3.) Article V, section 6: June 31 changed to June 30.

ADDITIONS AND CHANGES

August 01, 2017

- 1.) Contents: Change to accurately to page spacing.
- 2.) Front page: Changed to date to reflect date of modification, "August 01, 2017".
- 3.) Page twelve, paragraph one: Date changed to reflect new declaration date and declarant.
- 4.) Appendix B removed: Listing of current officers should be sent out each year as a separate item.

ADDITIONS AND CHANGES

July 30, 2020

1. Contents: Change to accurately reflect page spacing.
2. Body: Added page breaks to reflect Sections.

ARTICLES AND RESTRICTIONS AFFECTING ALL LOTS IN
AUTUMN OAKS SUBDIVISION

3. Added (n) Flag disclosure to page Article VII page 21
4. Added (o) Solar power disclosure Article VII page 21