

Prepared by and return to:
Chadwick, Washington, Moriarty,
Elmore & Bunn, P.C.
201 Concourse Blvd., Ste. 100
Glen Allen, VA 23059

Tax Map #: 31-18-0-8-0
Additional Tax Map Id's listed as Exhibit A

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
FOR ALDWYCK**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS FOR ALDWYCK, dated as of March 7, 2026, by ALDWYCK HOMEOWNERS ASSOCIATION INC., recites and provides:

WHEREAS, Aldwyck Homeowners Association Inc. ("Association") is the property owners' association for the Aldwyck development and is governed by the Declaration of Covenants, Easements, Restrictions and Affirmative Obligations recorded on November 27, 1987 in the Goochland County, Virginia Circuit Court Clerk's Office ("Clerk's Office") in Deed Book 219 at Page 786, *et seq.*, (the "Original Declaration");

WHEREAS, the Original Declaration has been amended several times through recordation in the Clerk's Office (collectively, the "Amendments to the Declaration");

WHEREAS, the members of the Association, as well as the Association's Board of Directors ("Board") consider it appropriate at this time to amend and restate the Original Declaration;

WHEREAS, pursuant to Article X, Section 1 of the Original Declaration, as amended by the above-referenced Amendments to the Declaration, provides it may be amended by an affirmative vote of three quarters (3/4) of the Owners of the Lots in the Development; and,

WHEREAS, on March 7, 2026, the Owners of at least three-quarters (3/4) of Lots in the Development approved of amending the Declaration in the manner provided for below;

NOW, THEREFORE, the Original Declaration, as amended through the Amendments to the Declaration, is hereby superseded and amended and restated in its entirety as set forth below, such that all of the Property as defined below is now subject to, and will be held, sold and conveyed subject to this Amended and Restated Declaration of Covenants, Easements and Restrictions and Affirmative Obligations for Aldwyck (hereinafter referred to as the "Declaration"); this Declaration is for the purpose of protecting the value, aesthetics and desirability of the Property and runs with the land and is binding on all parties having any right, title or interest in the Property, or any part thereof, and on their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

The following words when used in this Declaration shall have the following meaning and the provisions set forth shall control hereinafter unless the context clearly implies a different meaning or application:

1. “Association” shall mean and refer to Aldwyck Homeowners Association Inc., a Virginia property owners’ association and nonstock membership corporation, consisting of one class of members. The record title owner or owners of each lot in the development shall be a member of the Association and shall be entitled to one (1) vote for each lot owned if the member is in good standing. If the member is not in good standing, the member shall not be entitled to vote, hold any office or be appointed to any position in the Association.

2. “Board” shall mean the board of directors of the Association.

3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the development, excluding contract purchasers and those having an interest in such property solely as security for the performance of a debt obligation.

4. “Member” shall mean and refer to an Owner of any lot or parcel in the development as a member of the Association.

5. “Lot”, “Parcel”, or “Tract” shall mean and refer to any lot, piece or parcel of land shown and designated as a lot or parcel in the development.

6. “Development”, “Property” or “Aldwyck” shall mean and refer to that certain real property containing 377, more or less, acres, which has been divided into 41 Lots or Parcels as shown on those two certain plats of survey referenced in the recitals of the Original Declaration, one such plat being made by Kenneth M. Hart & Associates, Inc., P.L.S., dated February 3, 1987, entitled "Plat of Survey of 22 Lots Containing a Total of 156.37 Acres Known As "ALDWYCK' - Section A For ZACHARY C. SALMON AND SUSAN CARLI SALMON", a copy of which plat is recorded in Plat Cabinet A, Slide no. 262, of the aforesaid Clerk's Office, and the other plat being made by William J. Schmidt & Associates, Engineers and Surveyors, dated April 2, 1987, and entitled "DIVISION OF LAND KNOWN AS ALDWYCK SECTION "B"", a copy of which plat is recorded in the aforesaid Clerk's Office in Plat Cabinet A, slide no. 263.

7. “Section” shall mean and refer to the particular referenced section of the Development.

8.. “Assessment(s)” shall mean and refer to any and all assessments (including, by way of example and without limitation, any annual assessment(s), special assessment(s), additional or other assessment(s), etc.) or other charges levied by the Association in accordance with the terms of this Declaration or as otherwise authorized by law, for the Association’s improvement, maintenance, enhancement, and operation of the Common Area and such other areas of association

responsibility, including, maintenance, repair, and replacement of capital components and where appropriate, other systems.

9. “Good Standing” shall mean and refer to an Owner or Member (i) who has paid all Assessments to the Association (as well as any charges and obligations of and against his Lot) and (ii) who is presently in compliance with, and not in violation of, the Association’s Declaration, Articles of Incorporation, Bylaws or Guidelines.

10. “Guidelines” shall mean, refer and include, but not be limited to any rule or guideline adopted and promulgated by the Association’s Board and, to the extent the Board so desires and delegates, any committee established by the Board (including, but not limited to, the Architectural Review Committee). The Board and any committee it may establish and so delegate is granted the authority to adopt such rules and regulations as it may from time to time consider necessary or appropriate, which it believes are in the best interests of the Association and Development, and which do not conflict with the Association’s Declaration, Articles of Incorporation, Bylaws or applicable law. Such rules and guidelines will be binding upon and enforceable against all Owners and Members of the Association and are deemed to be incorporated herein by reference.

11. “Common Area” shall mean and refer to the Road(s), Lake, and any other property within the Development which this Declaration requires the Association to maintain, repair, and/or operate for the common use and enjoyment of the Association’s Members, including, without limitation, the entrance walls of Greenfaire Drive, all dry hydrant(s) in the Subdivision that the Association has previously authorized and/or approved the installation of, and such dry hydrant(s) that the Association may, from time to time, otherwise install (or authorize and/or approve the installation of) hereafter.

12. “Road(s)” shall mean and refer to those certain roads, lanes, rights-of-ways or easements in the development known as "Greenfaire Drive", "Summerchase Lane", "Evershalt Drive", "Mossmour Drive", "Upperbrook Drive", "Springfaire Drive", "Fieldcourt Lane", and "Wincott Drive" (as the same may from time-to-time be subject to nomenclature changes).

13. “Lake” shall mean and refer to the largest body of water shown on the plats as Aldwyck, Section A, and is more particularly that lake comprised of a portion Lots 11 - 21, inclusive, of Section A.

ARTICLE II

CONVEYANCE, ALTERATIONS AND COMBINATION OF LOTS

All Owners of Lots in the Development shall convey Lots therein only as platted on the above referenced plat for the Development; provided, however, that minor deviations from such plat may be made if deemed necessary by the Owners of the Lots, with the approval of the Board. The provision of this paragraph shall not prohibit the combining of two or more contiguous Lots into one large Lot if approved by the Board.

ARTICLE III
PERMITTED USES AND GENERAL RESTRICTIONS

1. Lots shall be used only for single-family residential purposes and related family purposes such as gardens or orchards. Only one residence may be constructed on each Lot. Additional outbuildings, consistent with residential use, may be constructed simultaneously with or after the construction of the residence, provided, however, such outbuildings may not be used as a residence either temporarily or permanently.

A portion of a dwelling may be used by an Owner or tenant as a private professional office so long as such office is not generally open to the public and/or so long as such use does not disturb the residential character of the Development as determined by the Board.

No mobile home, trailers, tents, shacks, garages, barns, or other outbuildings or structures of a temporary character shall be used as a residence, either temporarily or permanently.

2. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that horses, ponies, dogs, cats or other household pets may be kept thereon unless, in the opinion of the Association, they constitute a nuisance, in which event, they will be removed from said property upon the demand of the Association.

3. It shall be the responsibility of each Lot Owner and resident to prevent the development of unpleasant odors, or any unclean, unsightly or unkempt conditions of the buildings or grounds of such property which shall tend to decrease the beauty of the Development as a whole or the specific area.

4. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers only. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in the rear yard only and shall be concealed from open view.

5. No motor vehicles requiring registration by the Commonwealth of Virginia which do not carry a current license, and which are not fully operable may be parked or placed on the Lot if visible from the road or from another Lot. Boats, boat trailers, recreational trailers, campers or other recreational vehicles, satellite dishes or other similar equipment may be maintained on any Lot but only within an enclosed or screened area or located so that the same may not be seen from any road or from any other Lot.

6. No sign, billboard or other similar commercial advertisement shall be constructed on or maintained upon any Lot except that one residential identification sign may be erected on any Lot provided the same shall be designed and constructed so as to harmonize with the surroundings in the discretion of the Board. Temporary "For Sale" signs may be placed on any Lot during a period of time during which the property is being actively offered for sale.

7. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Development, or which shall in any way interfere with the quiet enjoyment of any resident or the aesthetics of the Development.

8. Each Lot Owner shall provide space for off-street parking of at least two automobiles prior to the occupancy of any dwelling. The parking of motor vehicles, trailers, campers or other vehicles, within the boundaries of the Road, or road system, is strictly prohibited.

9. No hunting shall be permitted in the Development and the discharge of firearms in the Development is not permitted except in the lawful defense of person or property.

10. No minibike, go-cart or "ATV" vehicle shall be operated upon any Lot or Road except with the written permission of the Board.

11. No Lot Owner, lessee, resident or invitee of any Lot shall do any act that would or may pollute or contribute to the pollution of the Lake or any of the ponds or any other body of water within the Development.

ARTICLE IV **ARCHITECTURAL CONTROLS**

1. No building, including a single-family residence, driveway, parking area, road, fence, mailbox, wall enclosure or other structure or any type of improvement or excavation shall be commenced, erected, altered, or maintained, nor shall a building permit for such improvement be applied for upon any Lot, until the proposed location, plans, specifications, elevations, exterior color, design and finish, and construction schedule have been approved, in writing, by the Board of Directors (or the Architectural Review Committee (hereinafter referred to as the "Committee") if one is established). There shall be no approval of any house with a total floor or living space, exclusive of all basements, porches, attics, breezeways, garages, tool rooms and unfinished spaces, of less than 1900 ft.² for a ranch type or one-story house, or 2220 ft.² for any two-story, one and one-half story or tri-level house. In addition, the topography or vegetation of any Lot shall not be altered until such approval has been given in writing.

One copy of all plans and related data shall be furnished to the Association (i.e., Board of Directors and/or Committee, if established) for its records prior to any application filed with Goochland County, Virginia, for any necessary building permit.

2. A septic tank and drain field shall be installed by each Owner entirely within the boundaries of his Lot and in accordance with all applicable state and local laws and ordinances. All electric, telephone, and sewer utility service lines and connections, if any, including wires, cables, pipes and mains, fuel tanks or other similar storage receptacles shall be installed underground (unless the same in the opinion of the Board that would create a hardship, in which event the Board may waive such required underground installation) and in conformity with any applicable specifications of the appropriate governmental agency, ordinance or statute. Purchasers of Lots shall install underground secondary telephone and electric utility lines running from the aforesaid primary lines to their respective Lots and each purchaser shall bear the expense thereof.

If the Association Roads are dedicated, then each Owner shall bear on an equal per Lot basis, the cost of relocating any of the aforementioned underground primary or secondary electric and telephone utility lines occasioned by the dedication of the Roads within the Development to the applicable governmental entity.

3. No trees measuring twelve inches (12") or more in diameter at ground level may be removed without the written approval of the Committee (with such approval not to be unreasonably withheld if the tree is dead or diseased and poses a threat to health or safety), unless located within thirty feet (30') of the main dwelling or accessory buildings or unless required for the installation of utilities or the improvement, maintenance or repair of any Road or the Lake.

4. The exterior of all houses and structures on Lots must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. Houses and other dwelling structures may not be occupied until a certificate of occupancy has been issued by the appropriate governmental authorities. Throughout any period of building or construction, the Owner of the Lot shall (i) require the contractor to maintain the Lot in a reasonably clean and uncluttered condition (ii) be fully liable for any damage to the Roads, Common Areas, or any other Lot caused by the Owner, their agents, or contractors, and (iii) must promptly repair such damage and restore the affected property to its condition prior to being damaged, at the Owner's sole expense; if the Owner fails to complete such repairs within thirty (30) days of receiving written notice from the Association, the Association shall have the right, but not the obligation, to perform the necessary repairs and assess all associated costs against the Owner's Lot.

5. The Board of Directors (or the Architectural Review Committee, if one is established, and the Board so desires) is granted the authority to and may establish architectural rules and guidelines ("Architectural Rules and Guidelines"). Such Architectural Rules and Guidelines, and all subsequent amendments, may further clarify and give effect to the controls and/or restrictions set forth in this Declaration, as well as the purposes of the Association as set forth in this Declaration, the Bylaws, and Articles of Incorporation of the Association, and will be binding upon and enforceable against all Owners of the Association and are deemed to be incorporated herein this Declaration by reference.

ARTICLE V **EASEMENTS**

Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot in accordance with the provisions of this Declaration including, but not limited to, the following:

1. The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, this Declaration or the Association's Bylaws, and it being understood that any suspension for either non-payment of any Assessment or a breach of the rules and regulations, Declaration or Bylaws of the

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

2. The Association, for itself, its successors and assigns, excepts and reserves the following perpetual, alienable and releasable easements or right of ways at such locations and in such ways as set forth hereinafter, to-wit:

A. A right of way or easement for ingress or egress over, under, along, and within each Association Road; and

B. A twenty foot (20') wide right of way or easement over, under and along and parallel with: each Association road and Turner Road; the westernmost boundaries of Lots 2, 3, 17, 21, 22, of Section A; along the northern boundaries of Lots 9 and 10 of Section A; along the southern boundary of Lots 3 and 17 of Section A; along the westernmost boundaries of Lots 16 and 17 and the "Reserved Parcel" of Section B; along the northern boundaries of the "Reserved Parcel" and Lots 10, 11, 13 and 14 of Section B; along the easternmost boundaries Lots 1, 2, 8, 9 and 10 of Section B;

C. A twenty foot (20') wide right of way or easement over, under and along each and every property line of each and every Lot except where a wider easement may have hereinabove been reserved, in which case, such larger easement shall control and be the sole and exclusive easement; and,

D. An eighty foot (80') wide right of way or easement over, under and along the dam and the high-water line of the Lake; and,

E. A fifty foot (50') wide right of way or easement over, under and along the pond and dam located on Lot 15 and the reserved parcel of Section B; and,

F. A fifty foot (50') wide right of way or easement over, under and along the dam and the high-water mark of the pond located on Lots 3 and 4 of Section A.

G. A thirty foot (30') wide right of way or easement over, under and along the common boundary lines of Lots 15 and 16 of Section A from the southern terminus of Evershalt Drive to the lake (hereinafter "Pedestrian Access"); the center line of such 30' right of way or easement being the boundary line between Lots 15 and 16 of Section A.

The Association, for itself, its successors and assigns, excepts and reserves the aforesaid easements and rights of way: for the installation of poles, lines, conduits, pipes, drainage and other equipment and facilities necessary and useful for furnishing utility service for the Lots; for the utilization of the same as a means of ingress and egress to other parcels of land; for the construction, maintenance, improvement and preservation of the Roads, Lake and ponds; and, for any other purpose reasonably necessary for the exercise of any right granted under this Declaration or for the improvement of Aldwyck. These easements and rights expressly include the right to cut

any trees, bushes or shrubbery, make any gradings of the soil, remove any such soil, or take any other similar action reasonably necessary to provide the economical and safe utilization of the Lake or ponds or as may be reasonably necessary to maintain adequate utility service, standards of health, safety and the appearance of the Development.

All utilities, including without limitation, cable television, which traverse the Property in any direction, under, over, across or through any Lots shall be located only within the easement areas described above; provided, however, service from utilities within an easement area to dwellings constructed upon any Lot may be established outside of the right of ways or easements.

3. The Association further reserves the right to locate wells and to locate pumping stations, siltation basins and tanks in any easement, Lake or pond. Such rights may be exercised by the Association or any licensee of the Association, but this reservation shall not be considered an obligation of Association to provide or maintain any such utility or service.

4. The Association expressly reserves the right to convey the exceptions, reservations, easements, rights of way and rights as set forth in this article to the Association, or to any other person or entity.

ARTICLE VI **LAKE**

1. It is the intent and purpose of this Declaration, among other things, to maintain, reserve, dedicate and enhance the Lake, including the dam area. It is the further intent and purpose of this Declaration to protect the natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds, enhance the value of the Development and to afford and enhance the recreational opportunities and implement generally the development of the Property.

2. An easement in the Lake is hereby granted to the Owner of each Lot, their tenants and guests, which easement shall entitle such Owner, tenants and their guests to enjoy the Lake subject to the rules set forth hereinafter. The granting of the easement in the Lake in no way grants to the public or the owners of any property outside of the Development the right to enter such Lake without express permission, as set forth hereinafter.

3. The two ponds, one of which is located on Lots 3 and 4 of Section A and the other located on the "reserved parcel" and Lot 15 of Section B are for the sole use and enjoyment of the Lots on which each respective pond is located. No other Owner shall have any right to use or enjoy such pond; provided, however, each respective pond shall be maintained by the respective owners of each pond in a manner and fashion so as not to endanger health, safety or welfare of any Association Member and so as to maintain and enhance the natural and scenic condition of the Development.

4. It is expressly understood and agreed that no building, pier or other thing shall be erected or caused to be placed on or within the lake or any pond.

5. The Association excepts and reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right to go on, over and under the lake or any pond and to erect, improve, repair or maintain such Lake or pond. These exceptions, reservations and rights expressly include the right to cut or plant any vegetation or shrubbery, make any gradings of the soil, remove any soil, fish or aquatic life, or to take any other similar action reasonably necessary to provide economical and safe utilization of the lake. The aforesaid may be exercised by the Association or any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

6. It is expressly understood and agreed that neither the establishment of the Lake or any pond nor this Declaration in any way places any burden of affirmative action on the Association, and further, that the Association is not obligated to make any of the improvements noted herein, or extend to any Lot Owner any service of any kind.

7. No swimming, bathing or water skiing shall be permitted at any time in the Lake or any pond.

8. Owners or tenants of any Lot and no more than two guests, when accompanied by such Owner or tenant, may fish or boat on the Lake, but the use of all motors shall be prohibited with the exception of electric motors not exceeding 2 horsepower; Provided, however, the right to fish on the Lake may be restricted or suspended for a period of time by a majority vote of Owners. Any boat or craft used on or within the Lake shall be immediately removed following its use.

9. Owners or tenants of any Lot and no more than four guests, when accompanied by such owner or tenant, may use the Lake for ice skating.

10. No person shall do any act that would pollute or contribute to the pollution of the Lake or any pond.

11. Only pedestrian access to the Lake shall be permitted. Owners of Lots lying on the Lake and their invitees may gain access to the Lake from their respective Lot or across the Pedestrian Access, which shall be the 30' easement or right of way extending in a southerly direction to the Lake from the intersection of Evershalt Drive and Wincott Drive; the said center line of such easement being the boundary line between Lots 15 and 16. The Owners of any other Lot and their invitees shall have an easement for access to the Lake only across the aforesaid Pedestrian Access. No vehicular traffic shall be permitted within or adjacent to the Pedestrian Access area, nor shall parking be permitted within the access.

12. Where the Association is permitted by these covenants to take any action in, on or under the Lake or any pond, the entering of such Lake or pond and the taking of such action shall not be deemed a trespass nor a breach of these covenants.

13. The Association expressly reserves the right to convey the exceptions, reservations and rights set forth in this article to any other entity and, as an appurtenance to such conveyance, such

grantee shall have all the powers, immunities, privileges and obligations reserved unto the Association .

ARTICLE VII **ASSESSMENTS**

1. Every Owner 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 by the Association, and ownership of such Lot shall be the sole qualification for membership. No Owner shall have more than one (1) membership in the Association for each Lot it owns. All Owners of Lots are automatically Members of the Association and will remain a Member with respect to each Lot owned so long as such ownership continues. Owners shall be Members with respect to each Lot held by them, and shall be liable for any Assessment, liability, charge or expense of the Association levied by the Association pursuant to the terms of this Declaration and/or the Articles of Incorporation, Bylaws, Guidelines or applicable law. All successors in title to each Owner shall likewise succeed to such Membership. The Association shall be responsible for the collection and disbursement of any Assessment or charge, and in furtherance thereof, may choose to take any action deemed appropriate (including, but not limited to, initiating and filing any liens or legal action for the collection of any Assessment or collection charge).

2. In order to provide funds for the Association to maintain, improve, enhance, and operate the Common Area and such other areas of responsibility assigned to the Association under this Declaration, including, where appropriate, the maintenance, repair, and replacement of capital components and other systems, and (i) to pay any insurance premiums needed on properties, real or personal, maintained by the Association, for the indemnification as provided herein or for any bond, fidelity or otherwise; (ii) to pay any taxes against the Owners or the Association; (iii) to pay any taxes, insurance, or any fees necessary for the continuation of the existence of the Association; (iv) to pay any indemnification of the Association or its officers, Board of directors, and other agents of the Association; (v) enforcement of, or any effort to enforce, any provision of the Association's Declaration, Bylaws, Articles of Incorporation or the Guidelines; (vi) establishment of reasonable reserves for any of the foregoing or the repayment of any borrowed funds incurred or on account of any of the foregoing; and further (vii) to enhance and maintain the privacy and general safety of the Development, each Member shall be subjected to, and shall pay, those Assessments levied by the Association, through its Board of Directors, in accordance with the provisions of this Declaration or as otherwise permitted by law, with the Board responsible for determining the amounts and due dates thereof. The said sum per Lot will be equal for each of the Lots comprising the Development and no Lot shall be assessed more or less than any other Lot.

3. Each Member, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments levied by the Association in accordance with the provisions of this Declaration and as otherwise permitted by law, together with any interest, late fees and costs of collection thereof (including attorney's fees actually incurred) that the Board fixes, establishes, bills, and collects, (i) which shall be a charge and continuing pro rata lien on the real property and improvements thereon against which each Assessment is made, provided the Assessment is not paid within thirty (30) days after due), and (ii) which shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment or charge first became due and payable.

4. Notwithstanding any other provision of this Declaration, if the Board of Directors proposes to increase the annual Assessment by more than twenty percent (20%) over the annual assessment levied for the immediately preceding fiscal year, such increase shall not take effect unless and until it is approved by a majority vote of the Members in Good Standing present, in person or by proxy, at a meeting of the membership duly called for such purpose, with notice provided in accordance with this Declaration and the Bylaws. For purposes of this Section, the “annual Assessment levied for the immediately preceding fiscal year” shall mean the per-Lot annual Assessment amount as established by the Board for the fiscal year immediately prior to the fiscal year for which the proposed increase would apply. This Section shall not apply to special Assessments or to any Assessment levied to address emergency conditions that, in the good-faith judgment of the Board, pose an imminent threat to the health, safety, or structural integrity of the Common Area or any component thereof.

5. The Board of Directors shall have the authority to authorize and expend Association funds for improvements to the Common Area or other property of the Association in an amount not to exceed Ten Thousand Dollars (\$10,000.00) per improvement project, without the approval of the Members. For purposes of this Section, “improvements” shall mean capital improvements, additions, enhancements, or new construction, and shall not include routine maintenance, repair, or replacement of existing Common Area components or systems. Any improvement project with a total cost (or reasonably anticipated total cost) in excess of Ten Thousand Dollars (\$10,000.00) shall require the approval of a majority of the Members in Good Standing present, in person or by proxy, at a meeting of the membership duly called for such purpose, with notice provided in accordance with this Declaration and the Bylaws. The Board shall not divide or phase a single improvement project into multiple components for the purpose of circumventing this spending limitation.

6. The Board of Directors, prior to expending Association funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) in connection with any single project, shall obtain the approval of a majority of the Members in Good Standing present, in person or by proxy, at a meeting of the membership duly called for such purpose, with notice provided in accordance with this Declaration and the Bylaws. This Section shall not be construed to limit the authority of the Board of Directors to levy and collect any Assessment otherwise permitted by this Declaration or by law.

ARTICLE VIII

ROADS

1. Members and their invitees shall have an easement and right of way for the use of, and access to, the roads within the Development. All Lots or Parcels of Aldwyck shall be sold subject to these easements and rights of way which shall run in favor of Members and their successors, heirs and invitees, and shall be appurtenant to the ownership of any Lot or Parcel requiring the use of the same as a means of ingress and egress to any state maintained route. Acceptance of any deed to any Lot shall be construed as covenants by the grantees thereof, and their successors, to dedicate said road if said dedication is required by the Association. Roads shall be repaired, maintained and improved, and such other amenities, as the Board may deem advisable, may be constructed for the use and benefit of those persons utilizing such roads; provided, however, Roads must, at all times,

be maintained in a passable condition, free of soft spots, potholes, excessive mud and snow in excess of two (2) inches in depth.

The Road system shall be collectively considered a private system unless and until dedicated; the maintenance and upkeep of which shall be the responsibility of the Association as provided for in this Declaration, and not the responsibility of the Virginia Department of Highways or other public agencies. The County of Goochland and/or the Commonwealth of Virginia, its agents or employees, shall have access to enforce the laws and ordinances of the Commonwealth of Virginia, and/or those of any other applicable governmental authority and to provide police and fire protection and the other services of government as may be appropriate. To this extent only, said roads shall be deemed public but shall remain private for all other intents and purposes. The Association may regulate traffic, set speed limits and do anything it deems necessary or appropriate to provide for the safe use and upkeep of the Roads by the Owners and their invitees, including the right to post speed limits, establish speed barriers, construct gates or gatehouses, and to bar such roads to the passage of unauthorized personnel or vehicles. Unless and until such time as the Association shall vote otherwise, vehicles utilizing the roads shall not exceed the speed of thirty (30) miles per hour. The Association exercisable by an affirmative vote of three-fourths (3/4ths) of the Owners of Lots, shall have the right to have the Roads dedicated for public use and at the time of such dedication, the Owners of the Lots will be responsible for contributing equally on a per Lot basis to the cost of the construction to bring the said road to State and County specifications, and providing all drainage and other easements as may be required.

ARTICLE IX

MISCELLANEOUS PROVISIONS

1. The Association is responsible for the maintenance and repair of the Common Area(s) and all such other areas of responsibility assigned to the Association in this Declaration and by other operation of applicable law, including, specifically and unequivocally, the Virginia Property Owners' Association Act, Code of Virginia, Section 55.1-1800, *et. seq.* In addition, the Association shall be responsible for the enforcement, with other Owners, of the covenants, easements, restrictions and affirmative obligations set forth in this Declaration, as well as the enforcement of the Association's Articles of Incorporation, Bylaws and Guidelines.

2. In the event of a violation or breach, or anticipated violation or breach, of any of the covenants, easements, restrictions or affirmative obligations contained herein, by any Owner, agent, lessee, invitee or any other person, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any Lot, any structure which is in violation of the Declaration or Guidelines, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The foregoing shall not impose an affirmative burden upon the Association. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce. The Association shall have the right to prosecute any proceedings at law or in equity against any person, firm, or legal entity violating or attempting to violate any covenant, easement, restriction or

affirmative obligation set forth herein, for the purpose by such proceedings to recover damages for such violation.

3. In addition to all other remedies provided herein or by law, the Association's Board has the authority to levy reasonable charges against any Owner for violations of the Declaration, Bylaws, or rules and regulations of the Association, in a manner which is consistent with and permitted by any provision of applicable law, including, but not limited to, the Virginia Property Owners' Association Act. The Board may also suspend the membership privileges of any Owner, including the right to use Association amenities or facilities, for any period during which any Assessment remains unpaid or for any infraction of the Association's published rules and regulations, in a manner which is consistent with any provision of applicable law, including, but not limited to, the Virginia Property Owners' Association Act. Any such suspension will not constitute a waiver or discharge of the Member's obligation to pay Assessments and shall not suspend the right to use any roads belonging to the Association, subject to the rules, regulations, and fees, if any, established by the Association for such use.

4. In addition to any right or privilege provided for or made available at law (including, but not limited to, the Virginia Property Owners' Association Act, Code of Virginia, Section 55.1-1800, et seq., and Virginia Nonstock Corporation Act, Code of Virginia, Section 13.1-801, et seq.) the Association, acting by and through its Board of Directors, may exercise any right or privilege expressly provided for under this Declaration, the Association's Articles of Incorporation, Bylaws, or the Guidelines, and may also exercise every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or therein, or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

5. By accepting a deed conveying any Lot within the Development, each Grantee, for themselves and their heirs, personal representatives, successors, and assigns, acknowledges, accepts, and agrees to be bound by all provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, and any and all rules, regulations, use restrictions, architectural guidelines, and policies duly adopted by the Association, as they each may be amended from time to time.

6. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto or the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

7. Neither the Association nor any committee established by the Association shall be liable to an Owner or to any other person on account of any claim, liability, danger or expense suffered or incurred or threatened against an Owner of such other person arising out of or in any way relating to the subject matter of reviews, acceptance, inspections, permissions, consents or required approvals which must be obtained from the Association and/or any such committee, whether given, granted or withheld.

8. Each Owner and the Association's Members agree that any suit or proceeding brought pursuant to the provisions of this Declaration or the Guidelines must be brought in the General District Court or the Circuit Court of Goochland County, Virginia. Should suit be instituted against an Owner not residing at the time in the Commonwealth of Virginia, such Owner hereby irrevocably appoints the Secretary of the Commonwealth of Virginia as his agent for the acceptance of service of process.

9. Any notice required or permitted to be sent by the Association to an Owner may be given at: (i) the mailing address of the respective Lot of the Owner, if the Lot is improved, or, (ii) if unimproved, to the mailing address shown on the tax records of Goochland County, Virginia, for the Owner of the Lot, unless the Owner has provided the Association written notice with a different mailing address; and (iii) any notice may be sent by the Association to an Owner via electronic mail if the Owner has provided his email address to the Association and elected to receive such communications from the Association via electronic mail.

10. The Association will indemnify and hold harmless all Members, officers, and directors from and against any and all liabilities, lawsuits, claims and demands of every kind, including court costs and counsel fees, by or on behalf of any person, firm, association or corporation, arising out of the use of any roads or other common facilities, including without limitation, lawsuits, claims or other liabilities arising out of any accident, injury or damage occurring therein or thereon; and from or against any matter growing out of the condition, maintenance, repair, alteration or operation of any common roads or other common facilities, except as to any Owner for such liability as may be attributable to his negligence or the negligence of any member of his family, guests, servants, agents, or invitees.

11. The Association shall meet annually at such time and place determined by the Board. At the annual meeting election of directors to the Board shall take place. Election of the Board, filling of vacancies if such arise, and designation of officers shall take place in accordance with the Bylaws. Special meetings of the Association may be called in accordance with the Bylaws. Quorum for a meeting of the Association shall be set forth in the Association's Bylaws.

ARTICLE X

AMENDMENT, WAIVER, MODIFICATION OR RELEASE

The covenants, easements, restrictions and affirmative obligations of this Declaration may be amended in whole or in part, by vote of and/or instrument signed by, or any combination thereof, three-fourths (3/4ths) or more of Owners in Good Standing. The effective date of such amendment shall be the date it is recorded in the Clerk's Office for the Circuit Court of Goochland County, Virginia.

ARTICLE XI

CONSTRUCTION

Words in any gender shall be deemed to include any other gender and words in the singular shall be deemed to include the plural and the plural to include the singular when the sense requires.

IN WITNESS WHEREOF, the Board of Directors has caused this Amended and Restated Declaration of Covenants, Easements, Restrictions and Affirmative Obligations for Aldwyck to be executed on behalf of the Aldwyck Homeowners Association, Inc. pursuant to the affirmative vote of this Amended and Restated Declaration by not less than three quarters (3/4) of the owners of lots in the development cast at a duly-called meeting of the Members in accordance with Article X, Section 1 of the Declaration.

**ALDWYCK HOMEOWNERS
ASSOCIATION, INC.**

By: _____
President

Name (printed): _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

On this ____ day of _____, 2026 before me, the undersigned notary public, personally appeared _____, President of the Aldwyck Homeowners Association, Inc., a Virginia nonstock corporation known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My identification # _____

Notary Public

My commission expires: _____

CERTIFICATE OF THE PRESIDENT

I am the duly elected and acting President of the Aldwyck Homeowners Association, Inc. and hereby certify that the foregoing Amended and Restated Declaration of Covenants, Easements, Restrictions and Affirmative Obligations for Aldwyck was approved pursuant to the affirmative vote of this Amended and Restated Declaration by not less than three quarters (3/4) of the owners of lots in the development cast at a duly-called meeting of the Members in accordance with Article X, Section 1 of the Declaration.

In witness whereof, I have hereunto subscribed my name this ____ day _____, 2026.

Aldwyck Homeowners Association, Inc.

By: _____
President

Name (printed): _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

On this ____ day of _____, 2026 before me, the undersigned notary public, personally appeared _____, President of the Aldwyck Homeowners Association, Inc., a Virginia nonstock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My identification # _____

Notary Public

My commission expires: _____

EXHIBIT A

30-13-A-19-0
30-13-A-21-0
30-13-A-16-0
30-13-B-15-0
30-13-B-1-0
30-13-A-11-0
30-13-A-22-0
30-13-B-17-0
13-13-B-12-0
30-13-B-5-0
30-13-B-4-0
30-13-A-3-0
30-13-B-10-0
30-13-B-13-0
30-13-B-14-0
30-13-A-15-0
30-13-A-2-0
30-13-A-1-0
30-13-B-11-0
30-13-B-8-0
30-13-B-6-0
30-13-B-7-0
31-18-0-9-0
31-18-0-10-0
30-13-B-16-0
30-13-B-9-0
30-13-B-3-0
30-13-B-2-0
30-13-B-18-0
30-13-A-13-0
30-13-A-12-0
30-13-A-17-0
30-13-A-20-0
31-18-0-7-0
30-13-A-6-0
30-13-A-17-0
30-13-A-5-0
30-13-A-4-0
30-13-A-18-0

ARTICLES OF AMENDMENT AND RESTATEMENT OF THE
ALDWYCK HOMEOWNER'S ASSOCIATION, INC.

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

1. The name of the corporation immediately prior to restatement is Aldwyck Homeowner's Association, Inc.
2. The restatement contains an amendment to the articles of incorporation.
3. The text of the amended and restated articles of incorporation is attached.
4. The amendment and restatement was adopted by the corporation on March 7, 2026.
5. The amendment and restatement was adopted by the board of directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members (the corporation has only one voting group) at which a quorum of the members was present, at least three-quarters (3/4) of the members voted to approve the amendment and restatement of the articles.
6. The total number of votes cast for and against the restatement was:

Total votes FOR: 36
Total votes AGAINST: 0

Executed in the name of the corporation by:

Signature: _____ Date: _____

Printed Name: _____

Its: President

Corporation's SCC ID Number: 11458227

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
ALDWYCK HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE I

The name of the corporation is ALDWYCK HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association" or "Corporation".

ARTICLE II

The Association shall have one class of members with qualifications and rights as set forth in the Association's Bylaws. The Association shall be of perpetual duration, may exercise any and all powers, rights and privileges which a corporation organized under the Virginia nonstock corporation laws of the Commonwealth of Virginia, by law may now or hereafter have or exercise and is organized to provide for the management, maintenance, and care of the real estate known as the "Aldwyck Subdivision" located in the County of Goochland, Virginia and more particularly described in the Declaration of Covenants, Easements, Restrictions and Affirmative Obligations for Aldwyck, recorded on November 27, 1987, in the Goochland County, Virginia Circuit Court Clerk's Office ("Clerk's Office") in Deed Book 219 at Page 786, *et seq.* as may be amended or supplemented from time to time ("Declaration") and the Association's Bylaws. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to the Declaration shall be a Member of the Association. Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings assigned to them in the Declaration.

ARTICLE III

The directors of the Association shall be elected by the Members.

ARTICLE IV

Zachary C. Salmon, an individual who is an initial director of the corporation and a resident of Virginia, is the current registered agent of this Association.

ARTICLE V

The corporation's registered office address is located at 2700 Mossmour Dr., Goochland, VA 23063-2641, which is physically located in Goochland County, Virginia. The corporation's principal office address is 2925 Summerchase Ln., Goochland, VA 23063-2638.

ARTICLE VI

The affairs of the Association shall be managed by a Board of three (3) Directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

- | | |
|------------------|--|
| 1. Michael Kelly | 2845 Summerchase Ln.,
Goochland, VA 23063 |
| 2. Tom DiMantova | 2925 Summerchase Ln.,
Goochland, VA 23063 |
| 3. Derek Stamey | 2750 Springfaire Dr.,
Goochland, VA 23063 |

ARTICLE VII

These Articles may be amended in accordance with Section 13.1-886 of the Virginia Nonstock Corporation Act.

ALDWYCK HOMEOWNER'S ASSOCIATION INC.

AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws dated as of March 7, 2026, supersede and replace all prior Bylaws inclusive or any amendments made heretofore.

ARTICLE 1 NAME AND DEFINITIONS

Section 1. Name. The name of the corporation shall be Aldwyck Homeowner's Association, Inc. (hereinafter "Association").

Section 2. Definitions. All capitalized terms used in these Bylaws and not otherwise defined herein shall have the same meanings as set forth in the Amended and Restated Declaration of Covenants, Easements, Restrictions and Affirmative Obligations for Aldwyck, as recorded in the Clerk's Office of the Circuit Court of Goochland County, Virginia, as the same may be amended from time to time (the "Declaration").

ARTICLE 2 DURATION, PURPOSE AND PREROGATIVES

Section 1. Duration and Purpose. The Association shall be of perpetual duration and is organized to provide for the management, maintenance, and care of the real estate known as the "Aldwyck Subdivision" located in the County of Goochland, Virginia, as described in the Declaration.

Section 2. Powers and Prerogatives. The Association shall have authority and be empowered to engage in any and all prerogatives and powers to do any and all lawful acts which may be necessary or convenient to effect the purposes for which it is incorporated, as set forth in the Declaration, Articles of Incorporation, Bylaws, and applicable law. The Association shall have the power and authority to levy and collect Assessments, charges, fees, and expenses against any Lot as provided in the Declaration and applicable law. All Assessments, charges, fees, and expenses shall be determined and administered by the Board of Directors in accordance with the Declaration. The Association may also levy reasonable charges for violations of the Declaration and Guidelines, and may suspend membership privileges for nonpayment of Assessments or for infractions, except that the right to use Association roads shall not be suspended except as permitted by the Declaration. The Association is empowered to (i) levy and collect Assessments and charges from Owners for the maintenance, repair, upkeep, improvement, and operation of the Common Area and other areas of Association responsibility assigned to the Association under the Declaration; (ii) properly conserve the natural resources of Aldwyck Subdivision by possibly engaging in aquaculture and other conservation activities as permitted by the Declaration; (iii) enforce architectural control as contained in the Declaration and as may be further clarified by the Board or any committee established by the Board; (iv) enforce all covenants, easements, restrictions and affirmative obligations contained in the Declaration and any rules and regulations duly adopted pursuant to the Declaration, which shall include the authority to levy reasonable

charges for violations and to suspend membership privileges as permitted by law and the Declaration; (v) grant necessary and appropriate utility and drainage easements as contained in the Declaration; and, (vi) otherwise fulfill all of its duties and responsibilities under the Declaration, Articles of Incorporation, these Bylaws, and as required by law.

ARTICLE 3

NONSTOCK STATUS AND EXEMPT ACTIVITIES LIMITATION

Section 1. Nonstock Legal Status. The Association is a Virginia nonstock corporation, organized pursuant to the Commonwealth of Virginia Nonstock Corporation Act, Title 13.1, Chapter 10, Section 13.1-801, et seq., Code of Virginia 1950, as amended (the "Nonstock Act").

Section 2. Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributed to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these bylaws.

ARTICLE 4

MEMBERS, VOTING RIGHTS, QUORUM and NOTICE

Section 1. Members and Voting Rights. The Association shall be a membership corporation without certificates or shares of stock and will have one class of Members. The record title owner or owners of each subdivision Lot (hereinafter and after "Owner") subject to the Declaration shall be a Member of the Association and shall be entitled to one (1) vote for each Lot owned, provided the Member is in Good Standing, as that term is defined in Article I, Section 9 of the Declaration.

Section 2. Quorum. A quorum for any meeting of the membership shall be satisfied if at least fifteen (15) Members in Good Standing are present at the meeting, in person or by proxy.

Section 3. Notice. Notice of a meeting of the membership may be given at: (i) the mailing address of the respective Lot of the Owner, if the Lot is improved; (ii) if unimproved, to the mailing address shown on the tax records of Goochland County, Virginia, unless the Owner has provided the Association written notice of a different mailing address; and (iii) by electronic mail if the Owner has provided an email address to the Association and elected to receive communications via electronic mail. Notices sent electronically shall be deemed delivered when transmitted, provided the Owner has opted in to electronic notice.

Section 4. Meetings. The annual meeting of the Members of the Association shall be held each year at such time and place as determined by the Board of Directors, which may set or change the date of the annual meeting as necessary to ensure proper notice and attendance. The Board

shall provide reasonable notice to all Members of the date, time, and place of the annual meeting, in accordance with the notice provisions of these Bylaws and the Declaration.

The Members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting. A special meeting of the Members may be requested by resolution of the Board of Directors or by ten (10) Members in Good Standing giving fourteen (14) days written notice to the Association and the Members of the date, time, place and purpose of the meeting. A Member may at any time waive any notice required by law or these bylaws provided the waiver must be in writing, signed by the Member entitled to the notice, and filed with the minutes or the corporate records.

ARTICLE 5 **DIRECTORS**

Section 1. Number of Directors. The Association shall be managed by a Board of Directors (“Board”) consisting of three directors, who shall be Members in Good Standing and who shall not be paid.

Section 2. Election and Term of Office. Directors shall be elected at the first meeting of the Members with each director serving either a one-, two-, or three-year term and thereafter one director being elected at each annual meeting of the Members and serving a three-year term. Only Members of the Association in Good Standing can be a director or an officer of the Association.

Section 3. Notice. Regular meetings of the Board of Directors may be held without notice if the date, time and place of the meeting has been previously fixed by the Board; otherwise, regular or special meetings of the Board of Directors must be preceded by at least seven (7) days notice to each director of the date, time, place and purpose of the meeting. Any notice required or permitted to be sent to a director shall be given in accordance with Section 13.1-810 of the Nonstock Act: provided, however, such notice may be communicated orally unless such director has by written notice to the Board refused oral communications. A director may at any time waive any notice required by law or these bylaws. Except as hereinafter provided in this section, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records. A director’s attendance at or participation in a meeting waives any required notice of the meeting unless the director upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with law or these bylaws objects to lack of notice and does not thereafter vote for or assent to the objected to action.

Section 4. Powers. The Board is authorized to exercise all of the powers and duties set forth in Article 2, Sections 1 & 2 of these Bylaws, unless reserved to the Members.

Section 5. Resignation. A director may resign by delivering written notice to the Board, president, or secretary of the corporation. A resignation is effective when the notice is received unless the notice specifies a later effective date.

Section 6. Quorum. A majority of directors shall constitute a quorum.

Section 7. Regular Meeting. An annual meeting of the directors shall be held within two months after the annual meeting of the Members.

Section 8. Special Meetings. Special meetings may be requested by any director by providing written or oral notice as set forth hereinabove.

Section 9. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these bylaws for a particular resolution. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered into the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 10. Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the Members of the committee of directors, as the case may be. Signatures of the directors may be by electronic or digital means.

Section 11. Removal/Vacancies. A director shall be subject to removal in accordance with Section 13.1-860 of the Virginia Nonstock Corporation Act, as amended. A vacancy on the Board of Directors may be filled in accordance with Section 13.1-862 of the Virginia Nonstock Corporation Act, as amended.

Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by a majority vote of the Members, either at called special meeting or the next annual meeting of the Members. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 12. Meeting Via Communications Equipment. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 13. Enforcement and Suspension of Privileges. The Board shall have the authority to enforce the payment of Assessments and charges, and to suspend membership rights and privileges, including voting rights and use of Association amenities or facilities, for any period during which any Assessment remains unpaid or for any infraction of the Association's published rules, Declaration, Bylaws, or Guidelines, in accordance with the Declaration and applicable law. Suspension of rights shall not include the right to use Association Roads, except as otherwise provided in the Declaration. The Board may also levy reasonable charges or fines for violations, consistent with the Declaration and Virginia law. Prior to the imposition of any charge for a

violation or the suspension of any membership right or privilege, the Association shall provide the Owner with reasonable written notice of the alleged violation or delinquency and an opportunity to be heard before the Board, in accordance with procedures established by the Board and consistent with the requirements of the Virginia Property Owners' Association Act, as amended. Nothing in this Section shall require a hearing prior to the recording of a lien for unpaid Assessments or the initiation of legal proceedings for the collection of Assessments or other charges.

ARTICLE 6

OFFICERS AND OFFICES

Section 1. Number and Qualification of Officers. The officers of the corporation shall be a President, a Secretary, and a Treasurer and all officers must be members of the Board of Directors.

- a. President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors.
- b. Secretary. The secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.
- c. Treasurer. The Treasurer shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board of Directors and Executive committee, if any, and shall make reports of the organization's finances as required, but no less often than at each meeting of the Board of Directors.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall serve a one-year term, or until a successor has been elected and qualified.

Section 3. Secretary and Treasurer. A single individual may serve simultaneously as secretary and treasurer.

Section 4. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation, with or without cause, provided the removal complies with the provisions of Article 5 above.

Section 5. Principal and Other Offices. The principal office of the Corporation shall initially be located at 2700 Mossmour Drive, Goochland, Virginia 23063 (County of Goochland), and thereafter at the address designated in the most recent annual report filed with the State Corporation Commission of Virginia. The corporation shall maintain at its principal office a copy of the corporate records. The corporation may have offices at such other places as the Board of Directors from time to time may determine, or as the affairs of the corporation may require.

Section 6. Registered Office and Agent. The registered office of the corporation required

by law to be maintained in the Commonwealth of Virginia may, but need not, be identical with the principal office. The corporation shall maintain a registered agent whose office is identical with the registered office. The corporation may change its registered office or registered agent from time to time in the manner required by law.

Section 7. Architectural Review Committee. The Board shall act as the Architectural Review Committee (hereinafter “Committee”), unless the Board appoints three other Members of the Association in Good Standing to act as the Committee. The Board is expressly authorized to delegate architectural review authority to such Committee and to establish, adopt, and amend architectural rules and guidelines consistent with the Declaration. All architectural rules and guidelines promulgated by the Board or Committee shall be binding upon and enforceable against all Owners and Members of the Association.

Section 8. Other Committees. The Board may establish such other committees as it deems necessary or appropriate to carry out the purposes and functions of the Association and may delegate authority to such committees consistent with the Declaration, Articles of Incorporation, Bylaws, and Guidelines.

ARTICLE 7

CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation, which are acknowledged and which affect an interest in real estate shall be executed by the President and the Secretary (or, alternatively, the President and the Treasurer). All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or Treasurer. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer or agent that is specifically designated by resolution of the Board of Directors.

ARTICLE 8

PROPERTY

All property of the corporation shall be deeded to the corporation and held in its name.

ARTICLE 9

DISSOLUTION

Section 1. Dissolution. Any resolution for dissolution must be approved by a three-fourths (3/4) vote of both the Board and the Members of the Association. The Board must be given at least thirty (30) days advance notice to vote on a resolution for dissolution.

Section 2. Winding Up. Upon the dissolution of the corporation, none of its funds or assets shall be distributed to any officer or any other individual. The Board shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the funds and assets of the corporation by conveying the same to another successor entity required to meet the requirements and obligations of the Declaration or if none exists to the Members as Owners of

their respective Lot in such proportions as they so paid.

ARTICLE 10

INDEMNIFICATION AND ELIMINATION OF LIABILITY

Section 1. Definitions. For the purposes of this document, the following definitions shall apply: “Association” means this Association, its predecessor entity and the Declarant of the Declaration; “expenses” includes counsel fees, expert witness fees, and cost of investigation, litigation and appeal, as well as any amount expended in asserting a claim for indemnification; “liability” means the obligation to pay a judgment, settlement, penalty, fine, or other obligation; “proceeding” means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative, and whether formal or informal.

Section 2. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of Directors or officers of a corporation to the corporation or its members, the directors and officers of this Association shall not be liable to the Association or its members.

Section 3. Indemnification of Declarant, Directors and Officers. The Association shall indemnify any individual who is, was, or is threatened to be, made a party to a proceeding (including a proceeding by or in the right of the Association, or by or on behalf of its Members) because such individual is or was a director or officer of the Association or because such individual is or was serving the Association, or any other legal entity in any capacity at the request of the Association while a director or officer of the Association, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual’s knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Association shall be deemed service at the request of the Association. The determination that indemnification under this Article is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided hereinafter; provided, however, that if a majority of the directors of the Association has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation, shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such directors or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director’s or officer’s ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere, or its equivalent, shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Association is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided for in this Section.

Section 4. Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to this article, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under this Article is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time, by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law.

Section 5. Miscellaneous. The rights of each person entitled to indemnification under this article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association, and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent such person is indemnified by another, including an insurer. The Association is authorized to purchase and maintain insurance against any liability it may have to protect any of the persons named above against any liability arising from their service to the Association or any other legal entity at the request of the Association, regardless of the Association's power to indemnify against such liability. These provisions shall not be deemed to preclude the Association from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Section or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or application of this article and to this end, the provisions of this article are severable.

Section 6. Amendments. No amendment, modification or repeal of this article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification, or repeal.

ARTICLE 11 **FISCAL YEAR AND FINANCIAL REPORTS**

The fiscal year of the corporation shall be the calendar year, beginning on January 1 and ending on December 31 of each year. The books of the corporation shall be closed as of the end of each fiscal year and financial statements shall be prepared and submitted to the Board of Directors. At the discretion of the Board of Directors, the corporation may engage an independent certified public accountant to audit or review the financial statements.

ARTICLE 12 **AMENDMENTS**

The bylaws may be amended, altered, or repealed only by the Members of the Association.

The Members shall provide at least fourteen (14) days' written notice of any meeting of the Members at which an amendment is to be considered, unless notice is waived pursuant to the above. The notice must state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. Any amendment must be approved by two-thirds (2/3) of the Members in Good Standing at the time the amendment is adopted.

IN WITNESS WHEREOF, on behalf of the Board of Directors and the Association, I hereby certify that these Amended and Restated Bylaws were duly adopted by the Members in accordance with the requirements of Article 12 of the existing Bylaws

Secretary

2027 Aldwyck HOA Special Assessment - Due Jan-2027

From David Staples <dstaples@ebidlocal.com>
Date Wed 2026-05-13 10:16
To David Staples <dstaples@ebidlocal.com>
Cc Lori Cross <Lori@ebidlocal.com>

BUYER NOTE: Annual Aldwyck HOA Dues are \$1500 - due Jan 2027 (including the \$1000 special assessment).

Begin forwarded message:

From: T Dimantova <tdimantova@gmail.com>
Date: April 29, 2026 at 7:52:45 AM EDT
To: Kristina Ellison
Cc: Stephanie Palmer, Mike Kelly
Subject: Re: HOA Special Assessment

Kristina,

Attached are the updated Governing Documents for Aldwyck HOA. They were approved March 7th and are in the hands of our attorneys for recordation.

Additionally,

1) During our Annual Meeting on March 7th, the Member approved a Road Resurfacing Project which includes:

- a one-time Special Assessment of \$2000 due July 1st, 2026
- 9 subsequent Special Assessments of \$1000 each due concurrently with the Annual Assessment (currently \$500) for years Jan 2027 - Jan 2035.

Regards,
Tom DiMantova
President, Aldwyck HOA