

TowneVillas South Homes Association
c/o Victory Community Management, Inc.
5007C Victory Blvd., #240
Yorktown, VA 23693
TVillaSouth@gmail.com

Dear TVS Owner(s):

As you may know, the Association was developed a long time ago, in 1984.

There have been many significant changes in the laws over the years that apply to our property owners' association, and the Virginia Supreme Court has decided several significant cases that interpret those laws over the years, especially since 2012.

In early 2020, we asked an attorney to review our Declaration, the documents that guide the Board in managing the Association, to see if the documents are in compliance with the law.

The attorney's review showed us that there are several areas in the Declaration we need to amend to update our documents. The recommended changes appear in the enclosed draft Amendment to Declaration. The changes fall into four categories: Assessment Collection procedures, Use Restrictions, Covenant Management and Covenant Enforcement procedures.

In the Assessment Collection procedures category, Item 1 on the Amendment authorizes the Board to charge interest on delinquent accounts and to impose late charges on assessment payments that are not received on time. These are fees we have always imposed, but legal counsel has advised the provision must now appear in the recorded Declaration.

Item 1 on the Amendment also authorizes the Board to withdraw an Owner's right to pay assessments on a specified schedule and declare the entire year's assessments due and payable if the Owner misses several payments.

In the Use Restrictions category, Item 2 on the Amendment requires our homes to be used only for single family residential use. Our homes may not be used as timeshares or short term rental units.

Also in the Use Restrictions category, Item 4 on the Amendment caps the number of Lots in the Association eligible to be leased to 13 Lots and Item 5 on the Amendment limits a single Owner from owning more than 3 Lots. *All units that are rentals on the date the amendment takes affect may remain rentals until they are sold, so this does not affect any owners who are currently renting out their property.*

In the Covenant Management category, Item 3 of the Amendment authorizes the Board to adopt Rules and Regulations. The Rules did and will continue to govern pets and parking, for example. This Amendment also confirms how the Rules are going to be adopted.

Item 3 also authorizes the Board of Directors to adopt Architectural Guidelines. We already have Guidelines in place to provide Owners direction on decks and windows, and so on. This Amendment confirms also how those Guidelines are going to be adopted.

In the Covenant Enforcement category, Item 6 of the Amendment authorizes the Board to enforce the Declaration, Rules and Regulations and Architectural Guidelines by holding due process hearings. The only other way to enforce the covenants is to file a lawsuit against an Owner, and the Board does not want that to be the sole method of enforcing the covenants. The Board would prefer to have a private, less confrontational and less expensive method of working with Owners to enforce the covenants, Rules and Regulations and Architectural Guidelines.

There is nothing in the Amendment that will change the way the Board has been managing the Association for over 30 years. But, changes in the law and how the Virginia Supreme Court is interpreting those laws require our Declaration to be amended to support how the Board is doing business. And, the Board wants to be sure the Association retains the neighborhood atmosphere it has today.

If you approve of the Amendment, please have the enclosed Ratification Form signed and return it to Victory Community Management or deliver it to a board member. Please return the form as soon as possible.

If you have any questions, please contact our Community Association Manager, Ms. Sarah Knaub, at 757-593-0166 or VictoryComMgt@gmail.com.

Sincerely,
The TVS Board of Directors

Return form to Victory Community Management or hand-deliver to:

- Paul Garcia, 41 S. Valasia Rd.
- Mike Klaassen, 23 E. Valasia Rd.
- Debbie Creecy, 1 E. Valasia Rd.
- Chris Orsborne, 34 W. Valasia Rd.

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TOWNEVILLAS SOUTH**

(Various Amendments to Property Restrictions and General Provisions)

This AMENDMENT TO DECLARATION is made this ____ day of _____, 20____, by Townevillas South Homes Association (the "Association"), the Association to be indexed as "Grantor" and "Grantee" for recordation purposes.

I. RECITALS (Creation of the Association;
Purpose and Legal Foundation of this Amendment):

R.1. Bill J. Kaoudis, Inc., a Virginia corporation (the "Declarant") submitted to record various restrictive covenants by Declaration of Covenants, Conditions and Restrictions for Townevillas South ("Declaration"), dated December 27, 1984, and recorded on January 14, 1985, in the Clerk's Office of the Circuit Court of the County of York and the City of Poquoson, Virginia ("Clerk's Office"), in Deed 410, Page 92, as Instrument #04100034.

R.2. The Association's Owners agree it is in the Association's best interests to amend the Declaration to authorize the Association's Board of Directors to adopt and amend Architectural Guidelines; to provide administrative enforcement remedies in addition to the litigation remedies already in the Declaration; to authorize the Board to adopt Rules and Regulations governing the Lots; and to prohibit short term rental of Lots.

R.3. The Association's Owners also agree it is in the Association's best interests to cap the number of Lots that can be leased at any one time to 13 Lots in the Association, and to cap the number of Lots one Owner can own to three (3) Lots.

R.4. Article VIII of the Declaration authorizes amendment of the Declaration by an instrument signed by not less than seventy-five percent (75%) of the Owners.

R.5. This Amendment shall become effective when the Amendment is duly recorded in the Clerk's Office pursuant to Section 55.1-1829.F of the Virginia Property Owners' Association Act.

Tax Map Numbers: See Schedule A Attached (too numerous to list)
Prepared By and Return To: Sarah R. Palamara, Atty., PLLC
1613 South Church Street, Suite 2
Smithfield, VA 23430

II. APPROVED AMENDMENTS TO DECLARATION:

NOW, THEREFORE, the Association does hereby amend its Declaration in the following manner:

1. Article V of the Declaration, entitled Covenant for Maintenance Assessments, Section 8, entitled Effect of Nonpayment of Assessments: Remedies of the Association, shall be amended by adding additional language to Section 8 regarding interest and adding two new subsections, subsection 8(a) and subsection 8(b), the entire Section to read as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment may, in the sole discretion of the Board of Directors, bear interest from the due date at the rate of 10% per annum, plus such penalty as may be established by the Board of Directors, and the Association may bring an action at law against the property, and in either case, interest, costs and reasonable attorney's fees incurred shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 8(a). Late Payment. A late charge of \$25.00 will apply to each assessment installment not paid within 15 days after the due date, and an additional \$25.00 on the first of every month thereafter until the assessment is paid, and such late charges shall be deemed a part of the assessment due. The Board of Directors is hereby authorized to and may change the late charge in its sole discretion by adoption of a Resolution and/or a motion recorded in the Minutes of a duly noticed and constituted regular Board Meeting without further Amendment of this provision by the Owners.

Section 8(b). Acceleration of Assessments. In the event any assessment against a Lot Owner payable in installments is not paid within 30 days after the due date, the remaining installment(s) for the balance of the fiscal year may be accelerated, at the option of the Board of Directors, and the entire balance of such assessment may be declared due and payable in full by notice to the defaulting Lot Owner by the Board of Directors, the Managing Agent or by the Association's collections attorney.

2. Article VI, entitled Use Restrictions, Section 1, shall be amended by adding a new subsection, entitled Sublease; Periodic Use, to read as follows:

Sublease; Periodic Use. No portion of any Lot, other than the entire Lot, shall be leased for any period. No sublease or subletting of a Lot or any portion thereof shall be permitted. No Lot, or any portion thereof, shall be subject to or used for any cooperative, licensing, periodic, short term rental, timesharing or other arrangement that would entail daily, weekly, monthly or any other type of revolving or periodic occupancy by Owners, guests or residents.

3. Article VI, entitled Use Restrictions, shall be amended by adding a new Section, Section 17, to read as follows:

17. Rules and Regulations; Architectural Guidelines.

(1) Rules and Regulations. In addition to the authorization to adopt Rules and Regulations for the Recreation Facilities as set forth in Section 9 of this Article VI, the Board is granted and has the power to promulgate rules and regulations, from time to time, governing the use of, and activity upon, the Common Area and the Lots.

(2) Architectural Guidelines. The Board of Directors, or an Architectural Committee ("AC") appointed from time to time by the Board, may, in its discretion, establish guidelines and standards to be used by Owners in formulating exterior modifications to their Lot(s) and to be used by the Board in considering whether to approve or disapprove any exterior modification application ("Application"). All such Architectural Guidelines shall be approved by the Board of Directors prior to implementation, use and/or application.

4. Article VI, entitled Use Restrictions, shall be amended by adding a new Section, Section 18, to read as follows:

18. Leasing / Rental of Lots.

(a) No more than thirteen (13) Lots in the Association may be leased at any time. All leases shall be for an initial term of not less than twelve (12) consecutive months. Any Lot Owner intending to lease the Lot shall submit a written request and lease to the Board of Directors indicating the Lot Owner's intent to lease the Unit. The Lot shall not be leased until the Board of Directors responds, in writing, approving the lease of the Unit. Permission will be based solely on the numbers of Units leased at the time of application.

(b) The Board of Directors may, in its sole discretion, authorize a lease which will exceed the maximum of 13 leased Lots restriction only upon a showing by a Lot Owner of a hardship which will result from the Board's denial of the lease request. Examples of "hardship" include, but are not limited to, military transfer or ill health preventing the occupancy of the Lot.

(c) Any Lot Owner whose request to lease the Lot is approved shall provide to the tenant, at the Lot Owner's expense, a copy of the Association's Declaration, Bylaws and Rules and Regulations and shall have the tenant execute a Lease Addendum which requires the tenant to comply with the covenants, conditions and restrictions contained in those documents. Any Lot Owner whose Lot is leased as of the effective date of this Amendment shall submit a copy of the lease currently in effect to the Board of Directors or the Association by _____, 20____.

(d) The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding procedures associated with leasing of Lots. Such Rules and Regulations may include, but are not limited to, Leasing / Rental Application administrative fee to be paid by a Lot Owner/Lessor, payment of maintenance and repair costs, if any, associated with negligent or reckless Lessees and Leasing / Rental application wait list maintenance procedures.

5. Article VI, entitled Use Restrictions, shall be amended by adding a new Section, Section 19, to read as follows:

19. Ownership of Multiple Lots. A Lot Owner shall not own more than three (3) Lots in Townevillas South. The term "Lot Owner" is defined to include, but is not limited to, an individual, two or more individuals as tenants-in-common, spouses as tenants by the entirety, business trust, cooperative, corporation, limited liability company, partnership, limited partnership, general partnership, sole proprietorship or any other individual or business type, including affiliates or subsidiaries, or any combination of the aforesaid forms of ownership.

6. Article VIII, entitled General Provisions, Section 1, entitled Enforcement, shall be amended by adding a subsection, entitled Additional Enforcement Provisions, to read as follows:

Additional Enforcement Provisions.

(a) The Board of Directors shall also have the power to (i) suspend a Member's right to use facilities or services provided directly through the Association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any Member for any violation of the Declaration or Rules and Regulations for which the Member or the Member's family members, tenants, guests, or other invitees are responsible.

(b) Before any such suspension or charges may be imposed, the Member shall be given a reasonable opportunity to correct the alleged violation after written notice of the alleged violation is given to the Member at the address required for notices of meetings pursuant to Section 55.1-1815 of the Virginia Property Owner's Association Act. If the violation remains uncorrected, the Member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified by resolution of the Board of Directors.

(c) Notice of a hearing, including the actions that may be taken by the Association in accordance with this Section, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at the address of record with the Association at least 14 days prior to the hearing. Within 7 days of the hearing, the hearing result shall be hand delivered or mailed

by registered or certified mail, return receipt requested, to the Member at the address of record with the Association.

(d) The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature, and shall be treated as an assessment against the Member's Lot and shall be collected in accordance with Article VI of this Declaration and the applicable provisions of the Virginia Property Owners' Association Act. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days.

(e) The Board of Directors is hereby authorized to adopt Rules and Regulations and procedures to implement the provisions of this Section regarding Covenant Enforcement.

7. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

CERTIFICATION REQUIRED BY VIRGINIA CODE § 55.1-1829.F

The undersigned President of the Association does hereby certify that this Amendment to Declaration has been approved by not less than seventy-five percent (75%) of the Owners, as required by Article X of the Declaration, Section 3, as evidenced by Member signatures attached to this Amendment as Exhibit A, and the undersigned President does certify that the requisite majority of the Members signed the Amendment or ratifications thereof, both certifications required by Section 55.1-1829.F of the Virginia Property Owners' Association Act.

EXECUTED on the date first written above by the duly authorized officer of the Association.

TOWNEVILLAS SOUTH HOMES ASSOCIATION,
a Virginia nonstock corporation

By: _____
Paul Garcia, President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged this _____ day of _____, 20____, before me, the undersigned Notary Public, by Paul Garcia, President of Townevillas South Homes Association.

Notary Public

Notary Registration Number:
My Commission Expires:

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TOWNEVILLAS SOUTH**

(Various Amendments to Property Restrictions and General Provisions)

Exhibit A: Owner Signature Pages follow this Exhibit A Cover Page

**AMENDMENT TO
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(Various Amendments to Property Restrictions and General Provisions)

Schedule A: Tax Map Numbers

18-26-10	19 Valasia Road, East	18-26-51	42 Valasia Road, West
18-26-11	21 Valasia Road, East	18-26-52	44 Valasia Road, West
18-26-12	23 Valasia Road, East	18-26-6	11 Valasia Road, East
18-26-13	25 Valasia Road, East	18-26-7	13 Valasia Road, East
18-26-14	27 Valasia Road, East	18-26-8	15 Valasia Road, East
18-26-15	29 Valasia Road, East	18-26-9	17 Valasia Road, East
18-26-16	31 Valasia Road, East	18-26-A	0 Valasia Road
18-26-17	33 Valasia Road, East	18-27-1	1 Valasia Road, East
18-26-18	35 Valasia Road, East	18-27-2	3 Valasia Road, East
18-26-19	37 Valasia Road, East	18-27-3	5 Valasia Road, East
18-26-20	39 Valasia Road, East	18-27-31	2 Valasia Road, North
18-26-21	41 Valasia Road, South	18-27-32	4 Valasia Road, North
18-26-22	43 Valasia Road, South	18-27-33	6 Valasia Road, North
18-26-23	45 Valasia Road, South	18-27-34	8 Valasia Road, North
18-26-24	47 Valasia Road, South	18-27-35	10 Valasia Road, North
18-26-25	49 Valasia Road, South	18-27-36	12 Valasia Road, North
18-26-26	51 Valasia Road, South	18-27-37	14 Valasia Road, North
18-26-27	53 Valasia Road, South	18-27-38	16 Valasia Road, North
18-26-28	55 Valasia Road, South	18-27-39	18 Valasia Road, North
18-26-29	57 Valasia Road, South	18-27-40	20 Valasia Road, North
18-26-30	59 Valasia Road, South	18-27-41	22 Valasia Road, North
18-26-4	7 Valasia Road, East	18-27-42	24 Valasia Road, North
18-26-47	34 Valasia Road, West	18-27-43	26 Valasia Road, North
18-26-48	36 Valasia Road, West	18-27-44	28 Valasia Road, North
18-26-49	38 Valasia Road, West	18-27-45	30 Valasia Road, North
18-26-5	9 Valasia Road, East	18-27-46	32 Valasia Road, North
18-26-50	40 Valasia Road, West		

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TO
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(Various Amendments to Property Restrictions and General Provisions)

I(we), the undersigned Owner(s) of _____ (Lot Address) in the Subdivision of TowneVillas South, and Members of TowneVillas South Homes Association, hereby ratify and confirm the adoption of the Amendment to Declaration of Covenants, Conditions and Restrictions of TowneVillas South ("Declaration Amendment") as presented to me(us) by correspondence dated January 22, 2025.

In addition, by signature below, I(we) further ratify, confirm and acknowledge that I(we) are signing this Ratification Statement with knowledge the Declaration Amendment will be recorded in the Circuit Court of the County of York and the City of Poquoson, Virginia, and, thereafter, the Lot referred to in this Ratification Statement shall be subject to the Declaration Amendment.

(Signature)

(Signature)

(Printed Name)

(Printed Name)

If there are more than two Owners of the Lot, please add their signatures and printed names in the blank space provided below.

Please return this Ratification Form in the self-addressed envelope provided or mail it to TowneVillas South Homes Association, c/o Victory Community Management, 5007C Victory Blvd., #240, Yorktown, VA 23693. You may also hand-deliver it to:

- Paul Garcia, 41 S. Valasia Rd.
- Mike Klaassen, 23 E. Valasia Rd.
- Debbie Creecy, 1 E. Valasia Rd.
- Chris Orsborne, 34 W. Valasia Rd.