

THE BYLAWS

OF THE

FOUR SEASONS AT CHARLOTTESVILLE
COMMUNITY ASSOCIATION, INC.

March 31, 2016

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**THE BYLAWS
OF THE
FOUR SEASONS AT CHARLOTTESVILLE
COMMUNITY ASSOCIATION, INC.**

ARTICLE I

Name, Principal Office, and Definitions

1.1 **Name.** The name of the Association shall be Four Seasons at Charlottesville Community Association, Inc. ("Association").

1.2 **Principal Office.** The principal office of the Association shall be located at 444 Four Seasons Drive, Ruckersville, Virginia 22968 in Greene County. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3 **Definitions.** The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Four Seasons at Charlottesville filed in the Public Records, as amended and supplemented from time to time¹ (the "Declaration"), unless the context indicates otherwise.

1.4 **Purpose.** The Association shall be the entity responsible for the management, maintenance, operation and control of the Area of Common Responsibility as stated in Section 3.1 of the Declaration. This includes providing recreational facilities and activities, and carrying out other functions for the maintenance and governance of Four Seasons at Charlottesville, an age-restricted community.

¹ 1) Original DCCR dated Jan 11, 2007, and filed Jan 17, 2007, in Greene County
2) Supplemental Declaration to the DCCR dated Feb 12, 2010, and filed on Feb 26, 2010, in Greene County (added model home dwelling units to Appendix A of the DCCR)
3) Amendment to the DCCR dated Jun 17, 2011, and filed on Jul 26, 2011, in Greene County (after settlement of the legal challenge to the validity of the DCCR)
4) Amendment to the DCCR dated May 31, 2013, and filed on Aug 15, 2014, in Greene County

ARTICLE II
Membership, Voting and Meetings of Members

2.1 **Membership**. Every Owner shall be a Member of the Association. The provisions pertaining to membership in the Declaration and Articles are incorporated herein by this reference.

2.2 **Place of Meetings**. Meetings of the Members of the Association shall be held within the Properties or at any other suitable location as may be designated by the Board.

2.3 **Annual Meetings**. Regular annual meetings shall be set by the Board so as to occur at least thirty (30) days but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board.

2.4 **Special Meetings**. The President may call a special meeting of the Members. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Voting Members representing at least ten percent (10%) of the Dwelling Units.

2.5 **Notice of Meetings**. The Association's Secretary shall cause written notice stating the place, day, and hour of any meeting of the Members to be delivered as required by Virginia Code Section 55-510F. Except as otherwise provided in Virginia Code Section 13.1- 842, such notice shall be sent not less than fourteen (14) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or Persons calling the meeting.

In the case of a special meeting, or when otherwise required by statute or these Bylaws, the time, place, and purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice. Notice of a meeting shall be deemed delivered if the conditions stated in Section 6.5 hereof are satisfied. The failure of any Member to receive actual notice of a meeting of the Members shall not affect the validity of any action taken at such meeting.

2.6 **Waiver of Notice**. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member shall be deemed a waiver by such Voting Member of

notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the beginning of the meeting. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised at the beginning of the meeting.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the Voting Members who represent a majority of the votes present at the meeting may adjourn the meeting to a date not less than fourteen (14) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at a meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

2.8 Attendance at Meetings and Voting. Any Member may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the Voting Members. Each Voting Member shall be entitled to one (1) vote for each Dwelling Unit that the Voting Member represents. Voting Members may vote in person or by proxy. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. The Board may include on the ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent not prohibited by law.

2.9 Proxies. A Voting Member may use a proxy to assign to another Voting Member the authority to cast votes on the Voting Member's behalf. Each proxy shall be in writing, dated, signed and filed with the Board prior to the meeting for which it is to be effective. Proxies may be delivered to the Board, or the Managing Agent (see Section 3.15 hereof), by personal delivery, by U.S. mail, by facsimile, or in any other legally acceptable form. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Voting Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than eleven (11) months after its execution. Every proxy shall be revocable and shall automatically cease upon conveyance of the Dwelling Unit that the Voting Member represents.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes,

proxies or written consents of, Owners, Members, Voting Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.11 **Quorum**. Except as otherwise provided in these Bylaws or in the Declaration, the presence of the Voting Members (in person or by proxy) representing at least ten percent (10%) of the total votes in the Association shall constitute a quorum at all meetings of the Members of the Association.

2.12 **Conduct of Meetings**. The President shall preside over all meetings of the Members of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

ARTICLE III

Board of Directors: Composition, Meetings, Powers, and Duties

3.1 **Composition**.

A. **Number and Composition of Board**. The affairs of this Association shall be managed by the Board of Directors, consisting of not fewer than three (3) Directors and not more than seven (7) Directors as set by resolution of the Board. All Directors shall be elected by Voting Members, except as provided in Section 3.1(D).

B. **Qualifications of Directors**. Directors elected by the Members shall be individual Owners, the designated Voting Member, or if an Owner is a corporate entity or trust, an agent or designee of that corporate entity or trust.

C. **Terms**. Directors are elected for a term of two (2) years.

D. **Vacancies and Removal**. Any Director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, the remaining members of the Board of Directors may select his/her successor. Any such appointed Director shall serve for the unexpired term of his/her predecessor.

3.2 **Nomination of Directors**. Nominations for election to the Board shall be made in accordance with policies and procedures established, from time to time, by the Board.

Such policies and procedures may include, but are not limited to, requiring a specified number of signatures as a precondition to appearing on the ballot or permitting nominations through a nominating committee. The Board shall establish policies and procedures for nominations no later than ninety (90) days prior to any election. Except with respect to "write-in candidates" or nominations made from the floor at any meeting, nominations shall be made no later than forty-five (45) days before the election shall be held.

The Board shall provide for as many nominations on each slate for election to the Board as it, in its discretion, shall determine. The Board may, but shall not be obligated to, establish a Nominating and Election Committee to assist in the nominating process and to supervise annual elections for the Board in accordance with the governing documents of the Association.

3.3 Organizational Meetings. The Board shall hold a meeting within thirty (30) days after each annual meeting of the Members.

3.4 Board Meetings. Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one (1) such meeting shall be held each year. One or more informational meetings shall be held as specified in Section 3.4 of the Declaration. Special meetings of the Board shall be held when requested by the President, Vice President or a majority of the Directors. The Board may convene into executive session in order to discuss any issue in accordance with Virginia Code 55-510.1 (C).

3.5 Notice of Board Meetings. Notice of the time and place of a regular or special Board meeting shall be communicated to Directors and to Members of the Association as provided in Virginia Code Section 55-510.1B and Section 13.1-866. The notice shall specify the time and place of the meeting and shall be sent to each Director as stated in Section 6.5 hereof. Notices sent by first class mail shall be deposited into a United States mailbox not less than four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or other device shall be delivered, telephoned, or transmitted at least seventy-two (72) hours before the time set for the meeting.

3.6 Waiver of Notice. The transactions of any meeting of the Board, however called or noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed

given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.7 Quorum of Board of Directors. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a later time. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.8 Compensation. No Director shall receive any compensation from the Association for acting as such; provided however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association.

3.9 Conduct of Board Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings. All meetings shall be conducted in accordance with the parliamentary rules stated in Section 6.2 hereof.

3.10 Attendance at Board Meetings by Members. Members may attend meetings of the Board unless excluded by the Board pursuant to Virginia Code Section 55-510.1C. Also, the Board shall hold informational meetings from time to time, but not less frequently than once each year, to which all Members shall be invited and at which the Board shall report to the Members on what the Board has worked on and accomplished since the preceding meeting and shall open the meeting for questions and comments from the Members.

3.11 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken

without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.12 Telephonic Participation. One (1) or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board. At least two (2) directors shall be present in person at the meeting location in accordance with Virginia Code Section 55-510.1B.

3.13 Powers. The Board shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or Virginia law directed to be done and exercised exclusively by the Voting Members or the membership generally.

3.14 Duties. Although the Board may delegate or contract some duties to others, the responsibilities of the Board shall include, without limitation:

- A. Provide for the operation, care, upkeep, and maintenance of the Area of Common Responsibility in accordance with Virginia Code, the Declaration and these Bylaws;
- B. Prepare and adopt an annual budget, establish the Base Assessment needed to fund the Common Expenses, and levy and collect any Benefited or Special Assessments as needed;
- C. Deposit all funds received on behalf of the Association in a Board approved bank depository and use such funds to operate the Association, provided that any reserve funds may be placed in depositories other than banks in accordance with the Association's Investment Policy;
- D. Use Association funds to pay the cost of all services rendered to the Association that are not chargeable directly to specific Owners and to pay all taxes or assessments on any portion of the Common Area;

- E. Insure that accurate books are kept with detailed accounts of the receipts and expenditures of the Association;
- F. Determine and contract the personnel necessary to carry out the rights and responsibilities of the Association and provide appropriate funding for the compensation of such personnel and for the expense of equipment and materials to be used by such personnel in the performance of their duties;
- G. Obtain and carry property, liability, and other insurance, as provided in the Declaration including indemnification of any current or former Director, officer or committee member of the Association to the extent that such indemnity is required by Virginia law and the Articles;
- H. Provide for the recreational and social activities for Members of the Association;
- I. Make and amend the Rules and Regulations, including use restrictions, and establish fees and penalties for infractions thereof;
- J. Subject to any limitations, enforce by legal means the provisions of the Governing Documents and any rules adopted by the Board, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- K. Assist in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.
- L. Prepare a disclosure package as required by Virginia Code Section 55-512 for any prospective purchaser of a Dwelling Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Dwelling Unit.

3.15 **Managing Agent.** The Board may, but shall not be required to, contract with a professional management company (the "Managing Agent") at an amount established by the Board to perform such duties and services as the Board shall authorize for the Association. The Board may delegate to the Managing Agent such powers as are necessary to perform its assigned duties, but shall not delegate policy-making or investment authority. The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. The Association does not independently have any employees; all services are contracted.

3.16 **Accounts and Reports.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- A. Accounting and controls should conform to generally accepted accounting practices;
- B. Cash accounts of the Association shall not be commingled with any other accounts;
- C. No remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;
- D. Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
- E. The following financial and related information shall be regularly prepared by the Board or by the Managing Agent at the direction of the Board and copies made available to all Members of the Association at the expense of the Association:
 - 1. The Board shall cause a combined reserve budget and expense budget (collectively referred to as the "Budget") for the Association to be prepared for each fiscal year of the Association. The Board shall post written or electronic notice that the Budget is available. If any Member requests a copy of the Budget, the Association shall provide one (1) copy to the Member without charge within seven (7) days of such request.
 - 2. The Board shall cause an annual financial statement or annual audit report ("Annual Financial Statement") to be prepared in accordance with generally accepted accounting principles within one hundred eighty (180) days after close of the Association's fiscal year. The Board shall post notice that the Annual Financial Statement is available . If any Member requests a copy of the Annual Financial Statement, the Association shall provide one (1) copy to the Member without charge within seven (7) days of such request. The Annual Financial Statement shall consist of:
 - (a) A balance sheet as of the end of the fiscal year;
 - (b) A complete income and expense statement for the fiscal year;
 - (c) A statement of change in financial position for the fiscal year.Such Annual Financial Statement shall be prepared on an audited, reviewed,

or compiled basis, as the Board determines, by an independent certified public accountant.

3. The Board shall do the following at least quarterly:
 - (a) Cause a current reconciliation of the Association's operating accounts to be made and review the same;
 - (b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same;
 - (c) Review the current year's actual reserve revenues and expenses compared to the current year's Budget;
 - (d) Review the most current account statements prepared by the financial institutions where the Association has its operating and reserve accounts;
 - (e) Review an income and expense statement for the Association's operating and reserve accounts;
 - (f) Review the delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

3.17 Borrowing. The Association, acting through its Board, shall have the power to borrow money for any legal purpose, provided, the Board shall obtain the approval by vote or written consent of Voting Members representing at least a majority of the total votes if the proposed borrowing is for the purpose of making discretionary capital improvements or purchasing additional capital assets and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross Common Expenses of the Association for that fiscal year. No mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of Voting Members representing at least a majority of the total votes of Dwelling Units entitled to use such portion.

3.18 Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominium associations, cooperative associations, non-condominium homeowners associations and other owners or resident associations, both within and outside the Properties.

3.19 **Enforcement.**

A. **Notice.** Prior to imposition of any sanction as provided in Articles 4.3 and 9.8 of the Declaration, the Board or, if so directed by the Board, the Covenants Committee (see Section 5.2 hereof) or the Managing Agent shall serve the alleged violator with written notice in the manner required by Virginia Code Section 55-513 including:

1. The nature of the alleged violation,
2. The proposed sanction to be imposed,
3. A statement that the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, within fifteen (15) days of the notice;
4. A statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board or the Covenants Committee, if any, within such time period. If a timely request for a hearing is not received by the Board or the Covenants Committee, the sanction stated in the notice shall be imposed; provided the Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the fifteen (15) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

B. **Hearing.** If a hearing is requested within the allotted fifteen (15) day period, the hearing shall be held before the Covenants Committee, or if none, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the agent who delivered such notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

C. **Appeal.** If a hearing is held before a Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, the

Managing Agent, President, or Secretary of the Association, must receive a written notice of appeal within fifteen (15) days after the hearing date.

- D. **Disputed Decision**. If a decision is not accepted by both parties, the parties shall agree to seek an amicable resolution according to Article 14 of the Declaration without the emotional and financial costs of litigation.

3.20 **Board Commitment and Training**. All Directors shall adhere to the following principles and commitments of being a Director:

- A. To read all of the Governing Documents and the Code of Virginia that govern the Association.
- B. To attend and participate in all meetings and communications to the best of their ability to be present.
- C. To respect parliamentary procedure at all meetings; to refrain from speaking out of turn; and to participate in a business-like manner.
- D. To maintain confidentiality with respect to the Board's executive session meetings, including any related discussions or other communications.
- E. To accept the Board's decisions even if they disagree, because they understand that there may not be unanimous support for every action taken by the Board.
- F. To promote the goals and interests of the Association in a constructive manner, and not to create unnecessary conflict among the homeowners.
- G. To disclose to the Board and the Members any financial conflicts of interests.
- H. To do their best to ensure that the Association's finances are well managed.
- I. To uniformly enforce the Governing Documents.
- J. To place the best interests of the Association above their personal interests, the interests of a particular homeowner, or the interests of a faction of homeowners.
- K. To resign from the Board if they find that they can no longer adhere to these principles.

The Board may arrange for training seminars on serving as a Director. Such training shall educate the Directors on their responsibilities and duties and may be live,

by way of a video/audio tape, or other format. The cost of any such training shall be an expense of the Association.

3.21 **Board Standards.** In the performance of their duties, Directors and officers are subject to insulation from liability provided for Directors and officers of corporations by Virginia laws and as otherwise provided in the Governing Documents. A Director shall discharge his/her duties in accordance with his/her good faith judgment of the best interests of the Association.

ARTICLE IV

Officers and Their Duties

4.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President shall be elected from among the members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Except for the offices of President and Secretary, the same Person may hold any two (2) or more offices.

4.2 **Elections and Term of Office.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following the election of Board members.

4.3 **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting. The Secretary (or the Managing Agent) shall keep the minutes of all meetings of the Members of the Association and all Board meetings and shall have charge of such books and papers as the Board may direct. In addition, the Secretary (or the Managing Agent) shall hold the responsibility for filing the annual report required by Virginia Code Section 55-516.1. In the Secretary's absence, the Board shall assign an officer to perform all the duties incident to the office of Secretary. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, the Managing Agent, or both. It is the duty

of the Secretary and Treasurer, and/or the Managing Agent, to prepare the disclosure packages required by Virginia Code Section 55-512.

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

4.5 **Agreements, Contracts, Deeds, Leases, Checks. Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the Directors, the Managing Agent or any other Person or entity as may be designated by the Board.

4.6 **Compensation**. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.8 hereof.

ARTICLE V **Committees**

5.1 **General**. The Board may establish such committees as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, that any committee member, including the committee chair, may be removed by the vote of a majority of the Directors. Each committee shall operate in accordance with the terms of the resolution establishing such committee and in accordance with Virginia Code 13.1-869.

5.2 **Covenants Committee**. In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board shall appoint a covenants committee (the "Covenants Committee"). Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, when established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.19 of these Bylaws. The Board may also appoint a subcommittee to function as the jury or trier of facts for all hearings held pursuant to Section 3.19.

5.3 **Modifications Committee**. The Board shall appoint a Modifications Committee as provided in Section 9.2 of the Declaration to oversee Regulated Work.

ARTICLE VI
Miscellaneous

6.1 **Fiscal Year**. The fiscal year of the Association shall be January 1 through December 31 unless otherwise established by Board resolution.

6.2 **Parliamentary Rules**. Except as may be modified by Board resolution, **Robert's Rules of Order** (as published from time to time) shall serve as the guide for the conduct of Association proceedings when not in conflict with Virginia law, the Articles, the Declaration, or these Bylaws.

6.3 **Conflicts**. If there are conflicts between the provisions of Virginia law, the Articles, the Declaration and these Bylaws, the provisions of Virginia law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

6.4 **Books and Records**.

A. **Access by Members**. Virginia Code Section 55-510 shall govern access by Members to the books and records of the Association.

B. **Access by Directors**. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such Director's duties.

6.5 **Notices**. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email to address of record, or if sent by United States mail, first class postage prepaid as follows:

A. If addressed to a Member or Voting Member, then sent to the address which the Member or Voting Member has designated in writing and filed with the Secretary (or the Managing Agent) or, if no such address has been designated, at the address of the Dwelling Unit of such Member or Voting Member. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his/her address as it appears on the Association's records, with postage prepaid. If sent by email or such other similar communications device, notice shall be deemed to be delivered when transmitted

to the Member at his/her address or number as it appears on the Association's records; or

- B. If addressed to the Association, the Board, or the Managing Agent, then sent to the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6 **Amendment.**

- A. **By the Board.** These Bylaws may be amended only by resolution duly adopted by the Board. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

- B. **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective when adopted unless otherwise provided in the amendment. Any procedural challenge to an amendment must be made within twelve (12) months after its effective date (based on Virginia Code Section 55-515.1E) or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

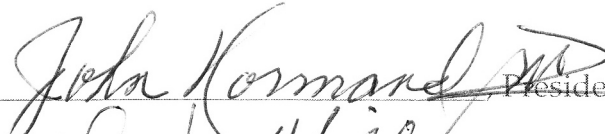
6.7 **Indemnification.** The Association shall indemnify the Directors, officers, and members of any committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers and employees pursuant to Virginia Code Section 13.1-876; provided, however, that before using Association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The forgoing right of indemnification shall not be exclusive of any other rights to which a Person may be entitled by law, agreement, vote of the Owners or otherwise.

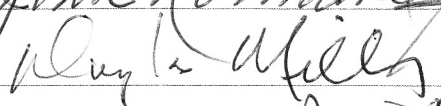
6.8 **Unsold Dwelling Units.** Some Dwelling Units in Phase I of the Properties may still remain unsold to a Home Owner. The Owners of these Dwelling Units are still Members of the Association per Section 3.2 and Appendix A of the Declaration. However, the Declaration was amended in 2011 so that Owners of these unsold lots would not be required to pay any Association assessments or fees. When a house has been constructed and the Dwelling Unit is conveyed to a Home Owner, then the Home Owner is responsible to the Association for all assessments, fees and capital contributions. Any Owner of one of these Dwelling Units that is not paying assessments and fees to the Association will not be a Voting Member.

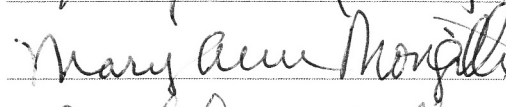
6.9 **Clubhouse Management.** Per Section 3 of the 2011 amendment to the Declaration, the Association is solely managing the Clubhouse and the Clubhouse Parcel as part of its Area of Common Responsibility. Refer to that amendment of the Declaration for all details and options on the Association's obligations.

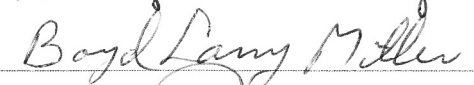
CERTIFICATION OF BYLAWS

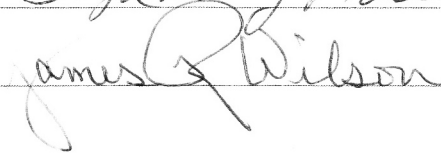
This is to certify that the above Bylaws constitute the Bylaws of said Association, as duly adopted by unanimous consent of the Board on the 31st day of March 2016.


_____, President


_____, Vice President


_____, Secretary


_____, Treasurer


_____, Director