

BYLAWS
OF
LAKE ANNA PLAZA OWNERS ASSOCIATION, INC.

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BYLAWS
OF
LAKE ANNA PLAZA OWNERS ASSOCIATIONS, INC.

ARTICLE 1. GENERAL PROVISIONS.

1.1. Identity--Purpose. These are the initial Bylaws of LAKE ANNA PLAZA OWNERS ASSOCIATION, INC. (the "Association"). This Association was incorporated on October 6, 2000 as a Virginia non-stock corporation for the purpose of administering the affairs of LAKE ANNA PLAZA OWNERS ASSOCIATION, INC. Pursuant to Section 13.1-823 of the Virginia Non-Stock Corporation Act, "The incorporators or board of directors of a corporation shall adopt initial bylaws for the corporation."

1.2. Bylaws Subject to Other Documents. The provisions of these Bylaws are applicable to said Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the "Articles") in the event that the Association shall be incorporated, and the Declaration of Covenants and Restrictions (referred to herein as "Declaration") which recorded in the Clerk's Office of Louisa County, Virginia in Deed Book 657, at page 554 and all amendments thereto promulgated and recorded from time to time.

1.3. Applicability. All Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that live in the community, are subject to these Bylaws and the documents referred to in Article 1.2 hereof.

1.4. Office. The office of the Association shall be at such place designated by the Board of Directors of the Association.

1.5. Definitions. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP; VOTING; PROXIES; RULES OF ORDER.

2.1. Qualification of Members, etc. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these Bylaws.

2.2. Corporate or Multiple Ownership of a Lot. The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Lot, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below. In the absence of a certificate, in the event that any person appears at a meeting on behalf of a corporation or multiple owner Lot and such person is not challenged by any co-owner present or corporate officer, then such person may cast votes as the representative of such Lot at such meeting.

2.3. Voting; Proxy. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.5 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Lot is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member", or by all the owners of such Lot, or the proper corporate officer. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Lot owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated or it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate after the first meeting held on or after the date of that proxy or any recess or adjournment of that meeting held within thirty days. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

2.4. Voting. In any meeting, each Lot Owner, subject to the provisions of Article 2.2 hereof, shall be entitled to cast the number of votes allocated to his Lot.

2.5. Majority. Except where otherwise required by the provisions of the Articles, these Bylaws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Lot Owners having a simple majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1. Annual Meeting. The annual members' meeting shall be held at least twice each calendar year (once in the Spring and once in the Fall) at such place as may be designated in the Notice designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.

3.2. Special Meeting. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below except that in the case of an emergency seven (7) days notice will be deemed sufficient and the notice shall specify the purpose of the meeting and set forth the agenda. No business shall be conducted at a special meeting except the agenda items set forth in the notice except that by motion duly made, seconded and passed by a vote of a majority (51.0%) of the members present in person and by proxy, one or more items may be added to the agenda.

3.3. Notice of Meeting; Waiver. Notice of all members' meetings shall be given by an appointed officer of the Association to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be provided to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for a regular meeting. Such notice shall be provided to each member not less than seven (7) days nor more than thirty (30) days prior to a special meeting. If hand delivered, receipt of such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association.

3.4. Notice to Others. The Declarant, for such time as it has not conveyed all of its interest in the Association, (and Managing Agent, if any) shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Declarant.

3.5. Quorum and Adjournment of Meetings. The presence in person or by proxy of ten percent (10.0%) or more of the total owner votes shall constitute a quorum at all meetings of the Owners Association. If at any meeting of the Owners Association a quorum is not present, Owners owning Lots to which appertain to a

majority of the votes which are represented at such meeting in person or by proxy may adjourn such meeting to a time not less than seven (7) days after the time the original meeting was called. Notice of the new date shall be mailed or delivered to all Owners of record. At such subsequent meeting, the presence, in person or by proxy, of five percent (5.0%) or more of the total votes shall constitute a quorum.

3.6. Chairman. At meetings of membership, the President shall preside, or in his absence, the Vice-President. In the absence of both the President and the Vice-President, the Board of Directors shall select a chairman.

3.7. Order of Business. The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

3.7.1. Calling of the roll and certifying of proxies;

3.7.2. Proof of notice of meeting or waiver of notice; establishment of quorum;

3.7.3. Reading of minutes;

3.7.4. Reports of Officers;

3.7.5. Reports of Committees;

3.7.6. Election of Directors; SUBJECT, HOWEVER, to all provisions of these Bylaws, the Articles and the Declaration;

3.7.7. Unfinished business;

3.7.8. New business;

3.7.9. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1. Management of Association. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of five (5) persons. All members of the Board of Directors shall be Owners. In the event that a lot is owned by a corporation, a limited liability company, partnership, trust, or any entity other than one or more individuals, only one (1) principal of said entity may serve on the Board of Directors at any one time.

4.2. Election of Directors. Election of Directors shall be conducted in the following manner:

4.2.1. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the annual members' meeting where the election will occur. The Committee shall nominate at least one person for each director whose term has expired or has resigned. Additional nominations may be made not later than ten (10) days in advance of the meeting and must contain at least five (5) owner's signatures of agreement with the nomination. These additional nominations shall be provided to the Nominating Committee. Email may be used to offer nominations. Nominations will not be accepted from the floor during the meeting.

4.2.2. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

4.2.3. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.2.4. At the first election following the passage of these Bylaws, the two (2) candidates receiving the most votes shall each serve a three (3) year term. The two (2) candidates receiving the second greatest number of votes will each serve a two (2) year term and the candidate with the least votes a one (1) year term. In subsequent elections, the directors will be elected for a three (3) year term.

4.3. Organizational Meeting. The organization meeting shall be for the purpose of election of officers. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.4. Regular Meetings; Notice of Meetings. Regular meetings of the Board may be held at least twice per calendar year at a place to be determined, from time to time, by a majority of the directors. Written notice of the time of regular meetings shall be given to each director, personally or by mail, email, telephone, or facsimile or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Lot Owners, and notice thereof shall

be posted conspicuously on the Association Property for a twenty-four (24) hour period at least three (3) days in advance.

4.4.1. All meetings of the Board of Directors shall be open to all members of record. Minutes shall be available as provided in Section 4.4.2. Meetings may be held via conference call provided that at least two (2) of the Board Members are present at the stated place of the meeting and the others are able to hear and be heard by all other directors participating in the meeting.

4.4.2. Notice including the time, date and place of each meeting of the Board of Directors shall be furnished to any member who requests such information. Requests by a member to be notified on a continual basis shall be made at least once a year in writing and include the member's name, address and zip code. Notice, reasonable under the circumstances, of special or emergency meetings shall be given contemporaneously with the notice provided members of the Association's Board of Directors conducting the meeting.

Unless otherwise exempt as relating to a closed session pursuant to Section 4.4.3., at least one copy of all agenda packets and materials furnished to members of the Association's Board of Directors for a meeting shall be made available for inspection by the membership of the Association at the same time such documents are furnished to the members of the Board of Directors.

Any member may make an audio recording of any portion of a meeting required to be open. The Board of Directors conducting the meeting may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings.

Voting by secret or written ballot in an open meeting shall be a violation of this chapter except for the election of officers.

4.4.3. The Board of Directors may convene in closed session to consider personnel matters; consult with legal counsel; discuss and consider contracts, potential or pending litigation and matters involving violations of the Declaration or Rules and Regulations adopted pursuant thereto for which a member, his family members, tenants, guests or other invitees are responsible; or discuss and consider the personal liability of members to the Association, upon the affirmative vote in an open meeting to assemble in closed session. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of the

meetings to only those purposes specifically exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in closed session shall become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and takes a vote on such contract, motion or other action which shall have its substance reasonably identified in the open meeting. The requirements of this section shall not require the disclosure of information in violation of law.

4.5. Special Meetings. Special meetings of the Board may be called by the President or any other two officers. Except in an emergency the notice shall be given as provided in Article 4.4 above and shall state the time, place and purpose of the meeting. No such meeting shall be held without having given at least twenty-four (24) hours notice. Special meetings may be held upon giving seventy-two (72) hours notice to the directors by telephone, email or by hand delivery with notice also being posted on the Property in a conspicuous location.

4.6. Waiver. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.7. Quorum. A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes have not attended, (wherever the later percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

4.8. Presiding Officer. The presiding officer at directors' meetings shall be the President. In the absence of the President, the Vice President will preside.

4.10. Powers and Duties. The powers and duties of the Association may, subject to the limitations set forth herein and in the Property Owners Association Act,

be exercised by the Board, in the Board's sole discretion. Such powers shall include, without limiting the generality of the foregoing, the following:

4.10.1. To adopt the budget of the Association upon majority vote of the directors.

4.10.2. To make, levy and collect assessments against members and members' Lots to defray the costs of the Association and Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.

4.10.3. To provide for the maintenance, repair, replacement, operation, improvement and management of the Association wherever the same is required to be done and accomplished by the Association for the benefit of its members.

4.10.4. Recognizing that the assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

4.10.5. To administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.

4.10.6. To adopt and amend administrative rules and regulations governing the details of the operation of the Association, the conduct of owners in relation to each other and their properties, and use of the Association Property, real and personal, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

4.10.7. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Association on behalf of the Association, as may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

4.10.8. To contract on behalf of the Association for the management of the Association Property and to delegate to such contractor such powers and duties

of the Association as the directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Association Property.

4.10.9. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Association Property and such other Rules and Regulations published pursuant to the Declaration and these Bylaws.

4.10.10. To cause the Association to pay all taxes and assessments of any type which affect any part of the Association Property, other than Lots (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Lots.

4.10.11. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

4.10.12. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Association which is not the specific responsibility of the owners of the separate Lots.

4.10.13. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the association, including accountants, attorneys, contractors and other professionals.

4.10.14. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easement, permits, leases, or privileges to any individual or entity, including Non-Lot Owners, which affect Association Property and to alter, add to, relocate or improve Association Property.

4.11 Resignation; Removal; Replacement. A director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association or upon his noncompliance with the provisions of the Declaration or Bylaws for thirty (30) days. Absence from two (2) board meetings in any calendar year shall be deemed a resignation; provided, however, the remaining members may reinstate such Director upon a majority vote of such remaining members. In the event that a petition is submitted signed by 20% of the members of the Association, a meeting of the members shall be called by the

President of the Association for the specific purpose of the removal of any director or directors named in the petition. Such meeting shall be held within thirty (30) days from the date of receipt of the petition by the President or Secretary of the Association. The meeting notice shall state that the purpose or one of the purposes of the meeting is removal of a Director. At such special meeting, a motion may be made to remove one or more of the directors named in the petition and such director or directors shall be removed upon the affirmative vote of a majority of the owners present in person or by proxy at such meeting. Successor directors to replace the removed directors may be elected immediately at the time of the meeting or at a subsequent special meeting convened within thirty (30) days of the removal meeting. Those who offer themselves to be elected for the vacated seat shall indicate the specific seat for which they are standing for election. If there is a conflict, the President, or other presiding officer, shall designate the name of the candidate who shall stand for election for any given seat.

4.12 Committees. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.13 Manner of Collection of Common Expenses. The provisions of Article IV of the Declaration of Association setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 Generally. The officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be members of the Board of Directors and shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the directors at any meeting. Any person may hold two or more offices, except that the President may hold no other office. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association. The Board may appoint a non-voting assistant Secretary to the Board to assist with the administrative Board duties.

5.2. President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

5.3. Vice President. The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. He shall

also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or President.

5.4. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, attend to the giving and servicing of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent. The Assistant Secretary need not be a Board Member.

5.5. Treasurer. The Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. He or she shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS.

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1. Manner and Notification. The Board of Directors shall, fix and determine the sums necessary to pay all the Common Element expenses, and other fees of the Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. The same shall be assessed against the Lot Owners as provided in the Declaration and all the Exhibits attached thereto.

6.2. Common Area Projects and Budgets. The use of funds allocated expressly by the Association's Board of Directors for capital improvements for the Association's open space and common facilities shall be under the direction of the Architectural Review Board (ARB). No later than forty five (45) days prior to the beginning of the fiscal year, the ARB shall submit to the Board of Directors of the Association, a budget and work plan request detailing funds projected to be expended for capital improvements to the open space and common facilities in the following fiscal year. The Association's Board of Directors will consider the request as part of the normal budget development. In the event the Board of Directors desires to proceed with a project without including it in the budget, the Board of Directors may make a special assessment pursuant to the provisions of the Virginia

Property Owners Association Act. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's By-laws within sixty (60) days of promulgation of the notice of assessment shall rescind or reduce the special assessment. No Director or Officer of the Association shall be liable for failure to perform his fiduciary duty if a special assessment for the funds necessary for the Director or Officer to perform his fiduciary duty is rescinded by the owners pursuant to this section, and the Association shall indemnify such Director or Officer against any damage resulting from any claimed breach of fiduciary duty arising therefrom.

6.3. Budget, Assessments. A copy of the proposed one (1) year budget shall be provided to Lot Owners not less than thirty (30) days prior to the Board of Directors meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment. Upon adoption, the budget shall be mailed or emailed to each Lot Owner within thirty (30) days of the date of adoption. In the event the assessments prove to be insufficient, the budget and assessments may be amended at a meeting called for that purpose or the Board of Directors may exercise its power to make a special assessment pursuant to the provisions of the Declaration. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's Bylaws within sixty (60) days of promulgation of the notice of assessment shall rescind or reduce the special assessment.

6.4. Depository; Withdrawals. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the directors and withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

6.5. Records. The Association shall maintain those records and make available written summaries thereof as required by the Property Owners Association Act and the Declaration. In addition, a financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget.

6.6. Fidelity Bonds; Proviso. Fidelity bonds may be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for the Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

6.7. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

ARTICLE 7. COMPLIANCE.

7.1. Violation by Member; Remedies. In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration, these Bylaws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Lot Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available as more fully set forth in the Declaration and in the Code of Virginia. The Lot Owner shall be liable to pay all reasonable attorney's fees and costs actually incurred by the Association in taking such compliance action including preparation of notices.

7.2. No Waiver. The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.

7.3. Surviving Liability. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

ARTICLE 8. LIMITATION OF LIABILITY.

Notwithstanding the duty of the Association to maintain and repair the Association Property, the Association shall not be liable for injury or damage caused by a latent condition in the property nor the injury or damage caused by an Act of God, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these Bylaws, or with the Association Act.

ARTICLE 10. AMENDMENTS TO BYLAWS.

Amendments to Bylaws as hereinafter defined and provided for, shall be proposed and adopted in the following manner to the extent that such provisions do not conflict with Section 55-515.1 of the Code of Virginia (1950), as amended, and the provisions of the Declaration:

10.1. Procedure for Amendments. An Amendment may be proposed by either a majority vote of the Board of Directors of the Association or by a 51% vote of the total votes in attendance at a duly called special meeting or at regularly scheduled membership meetings. When possible, a proposed amendment will be provided in writing to all members in advance of the meeting.

10.2. Approval Necessary; Recording. Once the proposed amendment has been accepted in accordance with Section 10.1, the proposed amendment shall be distributed to all members along with a form to sign indicating concurrence with or non-concurrence with the proposed amendment. In order for such amendment or amendments to become effective, the same must be approved in writing by members having a majority (51.0%) of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the appropriate Clerk's Office of the Circuit Court within ten (10) days from the date on which any amendment has been affirmatively approved by the requisite number of members.

ARTICLE 11. BYLAWS PERTAINING TO USE AND DECORUM.

11.1. Definition. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Lots and Use of Association Property. "Mail" as used herein shall include electronic transmissions by email.

11.2. Scope; Remedy for Violation. These Bylaws are reasonably calculated to promote the welfare of the Lot Owners. The violation of such Bylaws shall bar any Lot Owner or his family and invitees from the use of the Association Property, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these Bylaws.

11.3. Rules and Regulations. The Board of Directors may promulgate rules and regulations concerning the use of the Lots and the Association Property and the general decorum of the Lot Owners, their family members and their guests.

ARTICLE 12. INDEMNIFICATION.

12.1. Officers and Directors. The Association shall and does hereby indemnify and hold harmless every director and every officer, his heirs, executors and administrators, against all loss cost and expenses reasonably incurred by him in connection with any action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

12.2. Insurance. The Association may, if available, at the Association's expense, purchase director's liability insurance and shall cause the directors, from time to time serving, to be named insureds.

ARTICLE 13. OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1. Liens and Taxes. All liens against an Association Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon an Association Lot shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these Bylaws, whichever is sooner.

13.2. Notice to Association. A Lot Owner shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

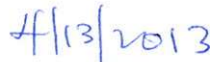
ARTICLE 14. CONFLICT.

In the event of any conflict between the Bylaws contained herein, or from time to time amended or adopted, and the Declaration, the Declaration shall prevail.

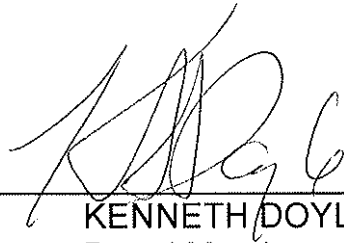
Executed herein by all of the members of the Board of Directors on the date(s) shown below.



WILLIAM C. SHAW, JR.
Board Member




Execution Date



KENNETH DOYLE
Board Member

4/13/13

Execution Date


LAURA DOYLE
Board Member

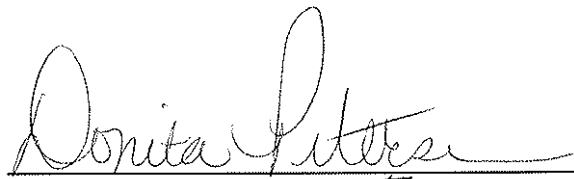
4-13-13
Execution Date

Lenos A Shaw

LENOS A. SHAW
Board Member

4/13/2013

Execution Date



DONITA PETERSON
Board Member

Execution Date