

AMENDED BYLAWS
OF
COUNTRYSIDE PROPRIETARY

ARTICLE I
NAME AND LOCATION

The name of the corporation is COUNTRYSIDE PROPRIETARY; hereinafter referred to as the "Proprietary" or the "Association." ~~The principal office of the Proprietary shall be located at 9401 Lee Highway, Suite 403, Fairfax, Virginia 22034~~ the location on file with the Virginia State Corporation Commission, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors, ~~and may be held partially or entirely via electronic means.~~

ARTICLE II
SEAL

The corporate seal of the Proprietary shall be in circular form and shall bear the name of the Proprietary and the date 1980.

ARTICLE III
DEFINITIONS

~~Any capitalized terms herein shall have the meaning ascribed in the Declaration, or if not defined in the Declaration, the Virginia Property Owners' Association Act.~~

~~Section 1. "Association" or "Proprietary" shall mean and refer to COUNTRYSIDE PROPRIETARY; a Virginia non stock, not-for profit corporation, its successors and assigns.~~

~~Section 2. "Property" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.~~

~~Section 3. "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association and being initially composed of Parcels I A and I B, Section I. A CountrySide, and Parcels I D and I F, Section I B, CountrySide.~~

~~Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common Area and areas dedicated as public streets, and to any condominium unit created under the Condominium Act of Virginia, as such may be amended from time to time.~~

~~Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.~~

~~Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.~~

~~Section 7. "Declarant" shall mean and refer to FOUR THIRTY SEVEN LAND COMPANY, INC., a Delaware corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the~~

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purpose of development, and the owner of any other property which might be annexed under the provisions hereof; provided, however, that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the Instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Declarant, as Declarant, shall cease when new living unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration.

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Section 8. "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and Intended for use and occupancy as a residence.

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Section 9. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage" as used herein, shall include deed of trust. "First Mortgage" as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loans associations, trusts, mutual savings banks, credit unions, pension funds, mortgage Companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

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Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding members of each class of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

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Section 10. "Development Plan" shall mean and refer to the total general scheme of Intended uses of land in the Properties approved by Loudoun County, as illustrated in Exhibit A to the Amended Declaration recorded in Deed Book _____ at Page _____ among the land records of Loudoun County, Virginia, as may be amended from time to time.

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Section 11. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association, as they may from time to time be amended.

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Section 12. "Governing Documents" shall mean and refer to the Articles of incorporation of the Proprietary, the Declaration, Supplementary Declarations, the By Laws of the Proprietary and the Book of Resolutions, as such may be amended from time to time.

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Section 13. "Living Unit" shall mean and refer to any portion of a structure situated upon the Property designed and Intended for use and occupancy as a residence by a Single Family.

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Section 14. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

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Section 15. "Neighborhood District" shall mean and refer to a portion of the Properties which is a coherent and defined geographic area, within which the Owners and Occupants by virtue of provisions contained in the Governing Documents, may share the enjoyment of certain services or rights of use which are not enjoyed by all Members.

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Section 16. "Notice" shall mean and refer to written notice delivered personally or mailed to the last known address of the Intended recipient.

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Section 17. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or leasee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

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Section 18. "Participating Builder" shall mean and refer to a person or entity which acquires a portion of the Property for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

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Section 19. "Quorum of Member." shall mean and refer to the representation by presence or proxy at Members who hold fifty percent of the outstanding votes of each voting class.

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Section 20. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold fifty (50) percent respectively of the outstanding Class A and Class D votes and the representation by presence or proxy at the Class C member so long as it shall exist.

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Section 21. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

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Section 22. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated.

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Section 23. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which maybe recorded by the Declarant, which extends the provisions of the Declaration for CountrySide Proprietary to a section of the Property or which contains such complementary provisions for such section as are deemed appropriate by the Declarant and as are herein required.

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ARTICLE IV MEETING OF MEMBERS

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Section 1. Annual Meetings. The first annual meeting of the Members shall be held each year on a date and time in the month of December as determined by the Board, within one year from the date of incorporation of the Proprietary and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 PM. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold the annual meeting in the month of December shall not invalidate any action taken at the annual meeting.

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Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the a majority of the Board of Directors, or upon written request of the Owners-Members who hold one-tenth of the outstanding membership votes. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred eighty (180) days after the date of the first signature. Such resolution, petition, or request for a special meeting must: (1) be delivered to the Secretary; (2) specify a date for the special meeting that is at least thirty (30) days after the date in which the resolution, petition or request was furnished to the Secretary; and (3) state the specific purpose of the special meeting. No business other than that stated in the resolution, petition or request shall be transacted at such meeting. — Notwithstanding the foregoing, a special meeting to remove a Director shall be called in accordance with Article VI, Section 5.

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Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease after one year. The Board reserves the right to appoint a specific person as the default proxy when the proxy form is instructed.

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~~Until the annual meeting in 1982, the Board shall consist of three (3) Directors appointed by the Declarant. Thereafter, as long as the Declarant has rights as Declarant, the Board of Directors shall consist of Appointed and Elected Directors. Thereafter all Directors shall be elected.~~

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Section 2. Composition and Term.

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~~Appointed Directors. Appointed Directors shall be appointed by the Declarant and shall serve, one (1) year terms. They may be reappointed. They need not be members of the Proprietary. The Declarant may appoint up to five (5) Directors until such time as Class C membership expires. Thereafter until its rights as Declarant cease, the Declarant shall appoint two (2) Directors.~~

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~~Elected Directors. Elected Directors shall be Owners in good standing with respect to fees and architectural violations who who are elected in conjunction with annual meetings of the Proprietary, from and by association Class A and Class D members. Each neighborhood shall have one elected board seat, not to exceed seven (7) total Directors.~~

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~~The term for Elected Directors shall be one year. Each of the seven (7) Neighborhood Districts shall have one (1) seat on the Board of Directors; provided, however, that in the event no eligible person from a Neighborhood District is nominated, the Members of the Neighborhood District with no viable candidate may vote for a candidate from another Neighborhood District to serve in their seat.~~

~~No Member shall be elected as a Director if such Member is more than sixty (60) days delinquent in meeting their financial obligations to the Association or have been found by the Board (or its designated committee) to be in violation of the Governing Documents or rules and regulations. Unless earlier removed or resigned, each Director shall serve for a term of one (1) year.~~

~~Elected Directors seats shall be established by the Board as follows:~~

~~(a) Sixty (60) days prior to the 1982 and subsequent annual meetings, One Seat for a Director to be elected At Large in accordance with the following formula:~~

~~NUMBER OF CLASS A AND CLASS D MEMBERS SEATS ON THE BOARD~~

1 to 500	1
501 to 1,000	2
1,001 to 1,500	3
1,501 to 2,000	4

~~When total Class A and Class D membership Is 2,001, or upon termination of the Declarant's rights as Declarant, whichever is earlier, the Elected seats On the Board will be increased to seven (7) and will be apportioned into the seven (7) Neighborhood Districts as further defined In the Declaration for CountrySide Proprietary. Thereafter Elected Directors shall at all times be elected from and by the Class A and Class D members of the Neighborhood which they represent.~~

~~At no time shall any one Neighborhood have more than two (2) elected members of the Board of Directors.~~

~~Section 3. Method of Nomination. Candidates for election shall file a petition of candidacy, signed by not less than ten (10) Members from the Neighborhood of the candidate, with the Elections Committee at least sixty (60) days before the annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates with the notice at the annual meeting. The Board of Directors will determine the nominating process prior to each meeting in which Directors are elected. (Why change this process if it is already working well?)~~

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~~Section 4. Method of Election. Election shall be by secret written ballot at the annual meeting or delivered to the chairman of the Elections Committee or his designees prior to the start of the annual meeting. The Members of each Neighborhood District may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected. The candidate for election to the Board of Directors from each Neighborhood District receiving the highest number of votes cast by~~

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the Members of that Neighborhood District, even if such votes do not constitute a majority, shall be so elected.

Section 5. Resignation and Removal. The unexcused absence of an Elected Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation, A Director may also resign at any time by providing notice to the Board, the President, or the Secretary. Resignation is effective when delivered unless the notice specifies a later effective time.

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Any Elected Director may be removed from the Board, with or without cause, by a majority vote of the Members who elected that Director of the Director's Neighborhood Proprietary, at a meeting called for that purpose. The petition for such special meeting to remove a Director must be signed by Members of the Neighborhood District who elected the Director representing one-tenth (1/10) of the total votes for that Neighborhood District. The signatures on a petition requesting a special meeting to remove the Director shall be valid for a period of one hundred eighty (180) days after the date of the first signature. Such petition for the special meeting must: (1) be delivered to the Secretary; (2) specify a date for the special meeting that is at least thirty (30) days after the date in which the petition was furnished to the Secretary; and (3) state that the specific purpose of the special meeting is to remove the Director. Members of the Neighborhood District who elected the Director representing one-tenth (1/10) of all eligible votes in person or by proxy shall constitute a quorum for the special meeting and the Director may be removed by a majority of the votes entitled to be cast at the special meeting.

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Section 6. Vacancies. In the event of death, resignation, or removal of an Elected Director, his successor shall be selected by the remaining Elected Directors and shall serve for the unexpired term of his predecessor. The remaining Directors shall strive, but not be required to, select a candidate from the Neighborhood District of the Director whose term is to be filled.

Section 7. Powers. The Board of Directors shall have all powers for the conduct of the affairs of the Proprietary which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to Members ~~or the Declarant.~~

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Section 8. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

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(a) exercise its powers in accordance with the Governing Documents ~~and, specifically, with the Management Standards to be adopted by the Board of Directors;~~

(b) cause to be kept a complete record of all Its corporate affairs ~~Including the Book of Resolutions,~~ make such records available for inspection by any Member, his agent or Institutional Lender who has an interest in the Property subject to any restrictions set forth in the Virginia Property Owners Association Act and present an annual statement thereof to the Members at the annual meeting and First Mortgagee;

(c) adopt and follow procedures for adoption and publication of Board resolutions and rules and regulations to be Included In the Book of Resolutions, Including the provision for hearing and notice to members for resolutions on rules, the annual budget and other matters affecting the rights Of Members;

(d) adopt and publish rules and regulations Including fees, If any, governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, ~~and to Include these In the Book of Resolutions;~~

(e) establish architectural and design review standards for the Properties iIn accordance with the Book of Resolutions procedures; Declaration;

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(f) supervise all officers, agents, and employees of the Proprietary and see that their duties are properly performed;

(g) designate depositories for Proprietary funds, designate those ~~o~~Officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Proprietary, and cause such persons to be bonded, as it may deem

appropriate;

(h) send written notice of each assessment to every ~~Owner-Member~~ subject thereto at least thirty (30) days ~~in~~ advance of the due date of the annual assessment or first Installment thereof;

(I) appoint such committees as ~~prescribed in Article VIII~~ deemed necessary by the Board for the efficient operation of the Association; and

(J) exercise their powers and duties in good faith, with a view to the ~~h~~ interests of the Proprietary and to this end adopt appropriate guidelines for action on matters where a potential conflict of ~~h~~ interest may exist.

ARTICLE VII OFFICERS

Section 1. Enumeration of Officers. The ~~e~~ Officers of this Proprietary shall be a ~~p~~ President and ~~V~~ice ~~p~~ President, who shall at all times be members of the Board of Directors, a ~~s~~ Secretary, and a ~~t~~ Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of ~~e~~ Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Unless otherwise decided by the Board, the election of Officers will occur immediately following any meeting where Directors are elected.

Section 3. Term. The ~~O~~ Officers of this Proprietary shall be elected annually by the Board of Directors, and each shall hold office for one (1) year unless ~~he~~ they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any ~~e~~ Officer may be removed from office, with or without cause, by the majority vote of the Board. Any ~~O~~ Officer may resign at any time giving written notice to the Board, the ~~p~~ President or the ~~s~~ Secretary. Such resignation shall take effect on the date of 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.

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Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer ~~he~~ they replace unless earlier removed by the Board or such Officer resigns.

Section 5. Multiple Offices. The offices of ~~p~~ President and ~~s~~ Secretary or Treasurer may not be held by the same person.

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Section 7. Duties. The duties of the ~~e~~ Officers are as follows:

(a) **President.** The ~~p~~ President shall preside at all meetings of the Board of Directors and of the Proprietary; see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds and other written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time,

(b) **Vice President.** The ~~v~~ Vice ~~p~~ President shall act in the place and stead of the ~~P~~resident ~~in~~ the event of ~~their~~ his absence, inability or refusal ~~to~~ act, and exercise and discharge such duties as may be required ~~of him~~ by the Board.

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(c) **Secretary.** The ~~S~~ecretary shall cause the minutes to be kept of all meetings and proceedings of the Board and of the ~~m~~Members; cause the Book of Resolutions so be maintained; serve as custodian of Proprietary files and records, keep the corporate seal of the Proprietary ~~and~~ affix ~~it~~ on all papers requiring said seal; cause notice to be served to ~~m~~Members and Institutional Lenders as required In the Governing Documents; cause a roster to be maintained of the names of all Members of the Proprietary together with their addresses, as registered by such Members, ~~cause a roster to be maintained of all aft First Mortgagees~~, together with the properties in which each has an ~~i~~nterest and ~~annually send a copy of such roster to the Lead Lender; and~~ perform such other duties as required by the Board.

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(d) Treasurer. The Treasurer shall cause all monies of the Proprietary to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Directors; co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Proprietary books to be made by a certified public accountant at the completion of each full fiscal year; and be the chief officer responsible for annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board and to the membership at its regular annual meeting; ~~annually submit the audited financial statements and association budget to all First Mortgagees. At all times the Treasurer shall be bonded in an amount at least equal to the annual budget of the Proprietary.~~

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The Board may determine, in its sole discretion, which duties may be delegated to the Association's managing agent and which other duties may be assigned to any Officer.

ARTICLE VIII COMMITTEES

Section 1. Elections Committee. The Board of Directors ~~shall~~ may appoint an Elections Committee ~~no later than seventy five (75) days prior to the annual meeting date~~ to assist the Board of Directors with the conduct of the annual meeting or other meetings in which Directors are elected. The Elections Committee may prescribe such rules as necessary for the efficient conduct of the meeting to include, without limitation, setting the format for a call for candidates or nominating petition, the form of the Association's approved proxy form, and verification of attendance at meetings; ~~The Committee shall consist of a chairman who may not be Director, and up to at least four Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and placed in the Book of Resolutions.~~ In the absence of an Elections Committee, the Board shall serve such role.

Section 2. Neighborhood Advisory Councils. ~~Within thirty (30) days following the first election of an Elected Director, and annually thereafter within thirty (30) days after the annual meeting of Members of the Proprietary, the Board shall convene a meeting of the Members in each Neighborhood in which there are a minimum of one hundred (100) Class A and/or Class D Members for the purpose of electing a Neighborhood Advisory Council for each Neighborhood. Each Neighborhood District~~ The Board of Directors may ~~convene~~ appoint a Neighborhood Advisory Committee ("NAC") for any Neighborhood. Each NAC will be appointed by the Board of Directors and to maintain consistency, each charter detailing the NAC's duties and roles will be approved by a majority vote of the Board.

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Section 3. Committees In General. The Board may appoint such other committees is deems necessary for the efficient operation of the Proprietary and dissolve all such committees in its sole discretion. Committees shall adhere to the same provisions governing meetings of the Board.

~~(a) Each Neighborhood Advisory Council shall consist of up to five (5) Members elected by the Neighborhood, all of whom shall serve for a term of one (1) year;~~

~~(b) Each Council shall elect its own Chairman from among its five (5) Members;~~

~~(c) The first meeting of each Council shall be held within forty five (45) days after the election of its members. Each Council shall meet at least twice each year at the call of its Chairman.~~

~~(d) It shall be the duty of each Neighborhood Advisory Council to:~~

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~~time action is taken, has a financial interest in a matter that is the subject of such action; or a familial, financial, professional, employment, or other relationship with a person who has a financial interest in the matter, either of which would be reasonably expected to affect adversely the objectivity of the Director when participating in the action. If a Board member fails to disclose a conflict of interest and acted improperly, the Board may remove the Director from their office; seek to have the Director removed by the Members of the Neighborhood District that elected the Director; or take other action the disinterested Directors believe to be appropriate for the situation ~~insert some sort of sanction~~.~~

~~Section 7. The members of the Board shall abide by a Code of Conduct, to be determined ~~by~~ ~~in~~ ~~by~~ a Resolution of the Board and recorded in the Book of Resolutions.~~

ARTICLE X INDEMNIFICATION

~~Each officer, trustee and board member of the Proprietary, in consideration of his services as such, shall be Indemnified by the Proprietary to the extent permitted by law against expenses and liabilities reasonably Incurred by him In connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Proprietary except to the extent such liability, damage or Injury Is covered by any type of insurance or when the liability is created by criminal acts of the Board member(s). The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the Members or otherwise. The Association shall indemnify every Officer, Director, or any duly appointed committee member of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer, Director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors of the Association) to which they may be a party by reason of being or having been an Officer, Director, or committee member of the Association whether or not such person is an Officer, Director or committee member at the time such expenses are incurred. The Officers, Directors, and committee members of the Association shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence, criminal acts, willful misconduct or bad faith. The Officers, Directors, and committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers, Directors or committee member may also be owners of Lots) and the Association shall indemnify and forever hold each such Officer, Director and committee member free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any current or former Officer, Director or committee member of the Association may be entitled.~~

ARTICLE XI FISCAL YEAR

~~The fiscal year of the Proprietary shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.~~

ARTICLE XII ~~AMENDMENT~~ ~~AD~~ ~~MENDMENT~~

~~Amendments shall become effective upon adoption.~~

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~~Section 1. Method. These By-Laws may be amended by the majority of all votes entitled to be cast by the Members at a meeting in which quorum is present or through an electronic vote. For the purposes of voting on an amendment to these Bylaws, quorum will be at least a majority of the members of the Association present, either in person or by proxy or by voting electronically. At any regular or special meeting of the Members, by a two-thirds (2/3) vote of a Quorum of Members, providing the proposed amendments have been submitted to the Board of Directors in writing at least thirty (30) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting. The Board of Directors, by two-thirds (2/3) vote, may unilaterally amend these Bylaws and file a corrective amendment or supplement to correct a mathematical mistake, an inconsistency, or a scrivener's error or to clarify an ambiguity with respect to an objectively verifiable fact.~~

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ARTICLE XIII
MISCELLANEOUS

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~~Section 1. **Captions and Gender.** The captions contained in these Bylaws are for convenience only and are not part of the Bylaws or intended in any way to limit or enlarge the terms and provisions of the Bylaws. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.~~

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~~ADD: Captions and Gender:~~

~~The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.~~

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~~Amendments shall become effective upon adoption.~~