**BYLAWS OF**

 **HOMEOWNERS ASSOCIATION, INC.**

 **ARTICLE I - NAME AND LOCATION**

The name of the corporation is Homeown­ers Association, Inc., hereinafter referred to as "Associa­tion". The principal office of the Association shall be located in the County of , Commonwealth of Virginia; however, meetings of the Members and Directors may be held at such places within the Commonwealth of Virginia, County of , as may be designated by the Board of Directors.

 **ARTICLE II - DEFINITIONS**

1. "Association" shall mean and refer to Homeowners Association, Inc., its successors and or assigns.

2. "Properties" shall mean and refer to Lots ( ) through ( ), inclusive, Subdivision, described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Associa­tion.

3. "Common Area" shall mean all real property (includ­ing the improvements, structures, streets, facilities, and temporary or permanent retention or detention areas thereon) owned by the Association for the common benefit, use and enjoyment of the Owners, and designated as common area in the declaration.

4. "Lot" shall mean and refer to (i) any plot or parcel of land designated for separate ownership or occupancy shown on a recorded subdivision plat for a development or the boundaries of which are described in the declaration or in a recorded instrument referred to or expressly contemplated by the declaration, other than a common area, and (ii) a unit in a condominium association or a unit in a real estate cooperative if the condominium or cooperative is a part of a development.

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

6. "Declarant" shall mean and refer to , its successors and or assigns, if such successors and or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

7. "Declaration" shall mean and refer to the Declarati­on of Covenants, conditions and Restrictions applicable to the Properties recorded in the Office of the Circuit Court of County, Virginia.

8. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in the Declaration.

 **ARTICLE III - MEMBERSHIP**

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Associa­tion, including contract sellers, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments by the Association. Ownership of such Lot shall be the sole qualification for membership.

Each member shall be entitled to one vote, subject to the provisions of Article of the Declaration as to the vote of Class Members, and any Member owning more than one Lot shall be entitled to one vote for each Lot owned. In the event that the ownership in the said subdivision is held in more than one name, any joint Owner present shall have the right to exercise the membership vote for the respective Lot.

2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, or any installment thereof, the voting rights of such Member and the right of such Member to use the Common Area, shall be suspended by the Board of Directors until payment has been made. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Direc­tors or the Declaration of Covenants, Conditions and Restric­tions.

 **ARTICLE IV - PROPERTY RIGHTS/RIGHT OF ENJOYMENT**

1. Each Member shall be entitled to the use and enjoyment of the Common Area in accordance with rules and regulations adopted by the membership. Any Member may delegate his rights of enjoyment of the Common Area to the Members of his family, his tenants or contract purchasers, who reside on the Property. Such Member shall notify the Secre­tary in writing of the name of such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

 **ARTICLE V - MEETING OF MEMBERS**

1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, 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 .m. If the day for the annual meeting of the Member is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote ( / ) of all the votes of the membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen(14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, percent ( %) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these Bylaws or the statutes of the Commonwealth of Virginia. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

5. Proxies. At all meetings of Members, 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 upon conveyance by the Member of his Lot.

 **ARTICLE VI - BOARD OF DIRECTORS**

 **(SELECTION/TERM OF OFFICE)**

1. Number. The affairs of this Association shall be managed by a Board of directors consisting of ( )

to ( ) Directors, who need not be Members of the Association. The number of Directors may be increased or decreased by amendment of the Bylaws.

2. Term of Office. At the first annual meeting the Members shall elect Directors: Director(s) for a term of one year, Director(s) for a term of two years and Director(s) for a term of three years; and at each annual meeting thereafter the Members shall elect direc­tor(s) for a term of years. Except in the case of ex-officio such director shall continue to serve until his successor is elected and qualifies or until there is a decrease in the number of directors.

3. 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, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

4. Compensation. No Director shall receive compensa­tion for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his/her duties.

5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

 **ARTICLE VII - NOMINATION & ELECTION OF DIRECTORS**

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomina­tions may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and ( ) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discre­tion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

 **ARTICLE VIII - MEETING OF DIRECTORS**

1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than ( ) days' notice to each Director. Notice of such meetings shall be given to any member of the association so requesting. Requests by a member to be notified on a continual basis should be made at least once a year in writing and include the members name, address and zip code.

3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business except that for the purposes of filling vacancies on the Board of Directors, a majority of the number of Directors then serving shall constitute a quorum for such purposes. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

 **ARTICLE IX - POWERS & DUTIES OF THE BOARD OF DIRECTORS**

1. Powers. The Board of Directors shall have the power to:

A. Designate, adopt, and publish rules and regula­tions governing the use of parking areas, Common Area and facilities, and personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, or a period not to exceed ( ) days for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from ( ) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, by or at any special meeting when such statement is requested in writing by ( / ) of the Members who are entitled to vote;

B. Supervise all offices, agents, and employees of this Association and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least ( ) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least ( ) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within ( ) days after due date or to bring an action at law against the owner personally obligated to pay the same.

D. Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payments;

E. Procure and maintain adequate liability and hazard insurance on property, facilities and improvements owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Cause the Common Area to be maintained;

H. Approve an annual budget; and

I. Comply, and enforce compliance, with all provisions of the Declaration of Covenants, Conditions and Restrictions.

3. Fidelity Bond. Each Member of the Board of Direc­tors shall be bonded in the performance of his or her duties by a Fidelity Bond and the cost of said bond shall be paid for by the Association.

 **ARTICLE X - OFFICERS & THEIR DUTIES**

1. Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a member of the Board of directors; Vice-President; Secretary; Treasurer; and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Direc­tors following each annual meeting of the Members.

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

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5. Resignation or Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. 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 or she replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article X.

8. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President shall make appointments of Committee Chairman of all standing Committees.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Associa­tion and shall disburse funds as directed by resolution of the Board of Directors; shall sign all checks and promis­so­ry notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

 **ARTICLE XI - COMMITTEES**

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appro­priate in carrying out its purpose.

 **ARTICLE XII - BOOKS & RECORDS**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at a reason­able cost.

 **ARTICLE XIII - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assess­ments not paid when due shall be delinquent. If the assessm­ent is not paid within ( ) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of percent ( %) per annum, and the Associa­tion may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

**ARTICLE XIV - LIABILITY, INDEMNIFICATION AND INSURANCE**

 **OF DIRECTORS/OFFICERS**

1. Liability. No Director or Officer shall be liable for transacting business for the simultaneous benefit of the Association and himself or herself whether directly or indirectly, provided that at least ( / ) of the Board of Directors of the Association approves the transac­tion(s) following full disclosure by said Director or Officer.

2. Indemnification. Each Officer and Director, employee and agent of the Association, now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as a director or officer, or by reason of any action alleged to have been taken, omitted or neglected by him or her as such director, officer, employee or agent, and the Association shall reimburse each such person for all legal expenses reasonably incurred by him or her in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of his own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which such director, officer, employee or agent of the Association may otherwise be entitled to by law.

 **ARTICLE XV - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words " , a Virginia corporation."

 **ARTICLE XVI - AMENDMENTS**

1. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto any such amendments while there is a Class B membership.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

 **ARTICLE XVII - FISCAL YEAR**

The fiscal year of the Association shall begin on the day of of every year, except that the first year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Association, have hereunto set our hands and seals this day of , 20\_\_ .

 (SEAL)

 (SEAL)

 (SEAL)

 CERTIFICATION

I, the undersigned, do hereby certify:

1. I am the duly elected and acting Secretary of Homeowners Association, Inc., a Virginia corporation.

2. The foregoing Bylaws constitute the original Bylaws of said Association and were duly adopted at a meeting of the Board of Directors thereof which was held on the day of , 20\_\_ .

 (SEAL)

 , Secretary