

**AMENDED AND RESTATED BYLAWS OF  
THE WILLIAMSTOWN HOMEOWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED BYLAWS OF THE WILLIAMSTOWN HOMEOWNERS' ASSOCIATION, INC. ("Association") are made this 11th day of September, 2019. These Amended and Restated Bylaws supersede and govern over the original Bylaws (as amended), the original date of which was an undetermined date in 1972. These Amended and Restated Bylaws are made by the Association.

WITNESSETH

**WHEREAS**, by filing its Articles of Incorporation with the Commonwealth of Virginia's State Corporation Commission, The Williamstown Homeowners' Association, Inc. (the "Association") was established as a Virginia nonstock corporation on October 5, 1972;

**WHEREAS**, pursuant to Section 13.1 - 823 of the Virginia Nonstock Corporation Act, (Code of Virginia), the initial Bylaws of a corporation may be adopted by its Board of Directors;

**WHEREAS**, it is the intention of the Association to adopt Amended and Restated Bylaws for The Williamstown Homeowners Association, Inc.; and

**NOW, THEREFORE**, pursuant to Section 13.1 - 823 of the Virginia Nonstock Corporation Act and Article XV of the existing Bylaws (1972 version, as amended), if applicable, the Association hereby approves and adopts these Amended and Restated Bylaws of The Williamstown Homeowners Association, Inc.

**ARTICLE I  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

Section 1.1 Name. The name of the corporation and the community association shall be The Williamstown Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.2 Principal Office. The principal office of the Association shall be located as the Board of Directors may determine. The Association may have such other offices, as the Board of Directors may determine or as the affairs of the Association require.

Section 1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in that Declaration and Imposition of Covenants, Conditions and Restrictions for The Williamstown Homeowners Association, Inc. recorded initially October 17, 1972 in the Clerk's Office of the Circuit Court of Prince William County, Virginia in Deed Book 654, Page 728, et seq., which was subsequently re-recorded on October 27, 1972 at Deed Book 656, Page 92, et seq. (said Declaration, as thereafter amended, restated, renewed, corrected or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

**ARTICLE II**  
**ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

Section 2.1 Membership. The Association shall have one (1) class of membership, Class "A", as more fully set forth in Article V of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 2.3 Annual Meetings. Annual meetings of the Association shall be on a date and at a time set by the Board of Directors. The annual meeting is a meeting of the membership and is therefore considered a private meeting and closed to the general public. Only Members and/or residents of the Association may attend the annual meeting. Any non-members and/or non-residents may attend only at the express invitation of the Board of Directors.

Section 2.4 Special Meetings. The Board President may call special meetings, or a special meeting may be called by a majority vote of the Board of Directors. In addition, it shall be the duty of the President to call a special meeting of the Association upon a petition signed by Members representing at least twenty-five percent (25%) of the total votes of the Association.

Section 2.5 Notice of Meetings.

(a) Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by email if the intended recipient has consented to receive notice in this manner, to each Member entitled to vote at such meeting, not less than fourteen (14) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

(b) In the case of a special meeting or when required by statute or these Bylaws, the date, time and place of such meeting and the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

(c) If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association with postage thereon prepaid.

Section 2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper

notice was not given, is raised before the business is put to a vote. Any objection raised by a Member alleging defective notice shall be noted in the meeting minutes but shall not impair or halt the conduct of the business set forth in the meeting notice.

Section 2.7 Recess of Meetings.

(a) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may recess the meeting and reconvene it to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after the recess, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(b) The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the votes, in person or by proxy, of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 2.8 Voting and Rights of Members. Members shall be entitled to cast one (1) vote per lot. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Members who are in arrears to the Association by more than ninety (90) days in the payment of any assessment obligation shall be ineligible to vote in any election or on any issue brought before the membership for a vote until the arrearage is cured by payment in full.

Section 2.9 Proxies. Unless provided otherwise in the Declaration, these Bylaws or the Articles of Incorporation, Members may vote by person or by proxy.

Section 2.10 Majority.

(a) As used in these Bylaws, the term "majority" shall mean the votes totaling more than fifty percent (50%) of those members present in person or by proxy and eligible to vote.

(b) Unless otherwise provided by law or by specific provisions herein, the vote of a majority of the votes entitled to be cast by the Members present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by such Members.

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

Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary, or his or her designee as determined by the Board, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. If the President and/or Secretary are not present then those directors present shall choose an officer *pro tempore*.

### **ARTICLE III BOARD OF DIRECTORS: NUMBER, ELECTION, POWERS**

#### Section 3.1 Governing Body; Composition, Eligibility.

(a) The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. All directors must be either a Member of or reside in the Association more than 6 months. A director may be a spouse of a Member (so long as the spouse resides in the Association). In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, such Member has no other representation on the Board.

(b) Not more than one (1) person residing in or owning Lot may serve on the Board at one time.

(c) Members and residents must be in good standing with the Association in order to be elected to and remain on the Board. Good standing means the owner and/or resident is not delinquent in the payment of any debt to the Association by more than ninety (90) days, and does not have unresolved, known rules and/or covenants violations on his or her Lot.

Section 3.2 Number of Directors. The number of directors in the Association shall be five (5). This number may be changed from time to time by a majority vote of those Members present and voting in person or by proxy at an annual or special meeting of the Association.

#### Section 3.3 Nomination of Directors.

(a) Nominations for election to the Board of Directors may be made by a Nominating Committee or from the floor during an annual or special meeting of the membership. If a Nominating Committee is created by the Board of Directors, the Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors immediately prior to or after each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed.

(b) The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of

positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.4 Term of Office, Absences, Vacancy.

(a) Directors shall serve three (3) year terms which shall be staggered. No director's term shall exceed 3 consecutive years without being re-elected. The objective of the staggered scheme is that no more than three (3) director positions should be up for election in any one year. Should a director fail to serve his or her full term, his or her successor shall be selected by the remaining members of the Board in accordance with Article III, Section 3.4(d) of these Bylaws.

(b) A director's term on the Board begins the day he or she is elected to the Board. A director shall hold office until his or her successor has been duly elected, or until the director resigns, is removed, or becomes incapacitated to serve. In the event a Board vacancy and/or the Board's appointment of a director to fill a vacancy on the Board interrupts the 3 year term stagger, the Board is authorized to set the terms of directors elected to the Board by the Membership in a manner reasonably designed to result in a 3 year term stagger. The Board will establish the terms of directors elected by the Membership at the meeting at which the election took place, at the Organizational Meeting, and/or at such time the Board deems appropriate.

(c) Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

(d) In the event of the death, disability, or resignation of any director, the Board may declare a vacancy and appoint a successor to fill the vacancy. The term of a director elected by the Board of Directors to fill a vacancy expires at the next members' meeting at which directors are elected. Any person appointed by the Board to fill a vacancy shall be eligible for election to the Board to remain in the seat to which he or she was appointed.

Section 3.5 Removal of a Director from the Board. Any director may be removed from the Board, with or without cause, by a majority vote of the Membership at a duly called meeting at which quorum is present in person or by proxy. In the event a director is removed by the Membership, the Board may hold a Membership meeting as soon as practicable to elect a person to fill the vacancy created. Until an election takes place, the Board may appoint a Member or resident in good standing to fill the vacancy.

**ARTICLE IV  
BOARD MEETINGS**

Section 4.1 Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board. The Board shall elect Officers at this

Organizational Meeting pursuant to Article VI of these Bylaws, and may do other such things the Board deems appropriate.

Section 4.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 4.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class U.S. mail, postage prepaid; or (c) by email, if the director has previously provided written consent to receive such notice by email. All such notices shall be sent to the director's residential or email address as shown on the records of the Association. Notices sent by first class U.S. mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery or email shall be delivered, or sent by email at least seventy-two (72) hours before the time set for the meeting. Notices may be sent by email pursuant to this Section if the Association has the consent in writing from the email recipient that delivery of email notice for the purposes of this Section is acceptable.

Section 4.4 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 4.5 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.6 Compensation. No director shall receive any compensation from the Association for serving or acting as a director. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. No director shall receive any compensation for any service he or she provides to the Board. Examples of “services” intended to be meant by this Section include, and are not limited to the following: serving as an accountant, lawyer, landscape architect, grounds maintenance service provider, plumber, consultant, architect, trash collector, inspector of architectural compliance, inspector of any other type.

Section 4.7 Conduct of Meetings. The President, or in his or her absence the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary, or his or her designee as determined by the Board, shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 4.8 Open Meetings. All meetings of the Board shall be open to all Members subject to reasonable rules adopted by the Board. During a meeting the Members shall have a period of time designated by the Board in which to have the opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments of Members to the topics listed on the meeting agenda. Otherwise, a Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may recess any meeting of the Board of Directors and reconvene in executive session, excluding Members, but only in strict conformance with the procedures specified in Section 55.1-1816 of the *Virginia Property Owners' Association Act* Section 55.1-1800 et seq. of the Code of Virginia, 1950, as amended.

Section 4.9 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting only if a consent in writing, setting forth the action so taken, is submitted by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Electronic mail from each director approving the action may be deemed as the directors' individual consents to the action proposed.

Section 4.10 Notice. The Board shall comply with notice requirements described in the Property Owners Association Act, as amended, and/or with relevant law with regard to providing notice of all meetings.

## **ARTICLE V POWERS AND DUTIES OF THE BOARD**

Section 5.1 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Articles of Incorporation, the Bylaws and as provided by law. The Board may do or cause to be

done all acts and things as are not by the Declaration, Articles, these Bylaws, or Virginia law directed to be done and exercised exclusively by the membership generally.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation but not limitation:

(a) preparing and adopting, in accordance with the Declaration, annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) levying of assessments to defray the Common Expenses and establishing the means and methods of collecting such assessments.

(c) providing for the operation, care, upkeep and maintenance of all of the common areas of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property, including common area and recreational facilities and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collection of assessments, depositing the proceeds thereof in a federally insured bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in federally insured depositories other than banks;

(f) promulgating and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the common area in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the costs thereof, and filing and adjusting claims, as appropriate;



(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available, subject to reasonable rules adopted by the Board, to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association in accordance with Virginia law, and in accordance with the Articles of Incorporation and the Declaration.

Section 5.2 Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, those powers granted to the Board of Directors by these Bylaws the Board deems appropriate in its reasonable discretion.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

Section 5.3 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the common area or facilities without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes, provided the Board shall obtain Member approval in the same manner provided in Article VII, Section 4 of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year.

Section 5.4 Rights of the Association. In accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, service or other agreements with trusts or other owners or residents associations, both within and without the

Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

## **ARTICLE VI OFFICERS**

Section 6.1. Officers. The officers of the Association shall be elected by the Board. The Officers of the Board shall be: President, Vice President, Secretary and Treasurer. These Officers must be members of the Board. 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.

Section 6.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at its Organizational Meeting described in Article III of these Bylaws. Each Officer's term shall begin at the Organizational Meeting when he or she is elected to that position. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. Officers shall hold one year terms, and may be re-elected to office by the Board, assuming the Officer is still on the Board.

Section 6.3. Removal. Any officer may be removed from his or her officer position by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 6.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 6.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

## **ARTICLE VII COMMITTEES**

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall

operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE VIII LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 8.1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director, committee member or recognized volunteer of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director, committee member or recognized volunteer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director, committee member or recognized volunteer may be made a party by reason of being or having been an officer, director, committee member or recognized volunteer of the Association regardless of whether he or she is an officer, director, committee member or recognized volunteer at the time such expenses are incurred. The officers, directors, committee members or recognized volunteers of the Association shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors, committee members or recognized volunteers 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, committee members or recognized volunteers are liable as Members) and the Association shall indemnify and forever hold each officer, director, committee member or recognized volunteer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member or recognized volunteer of the Association, or former officer, director, committee member or recognized volunteer of the Association, may be entitled.

Section 8.2. Common or Interested Directors. The Board of Directors shall exercise its powers and perform its duties in good faith and with a view to the best interests of the Association. The Board will take reasonable steps to avoid causing the Association to enter into a contract for paid services with a director, and/or with a corporation, firm or association in which one or more directors of the Association are directors, officers or possess a financial interest.

## **ARTICLE IX COMPLIANCE AND DEFAULT**

Section 9.1 Relief. Each Owner shall be governed by, and shall comply with, all of the terms these Bylaws, the Declaration as amended, the Articles of Incorporation as amended, the Rules and Regulations, and any amendments of the same ("Governing Documents"). A default by an Owner shall entitle the Association acting through the Board of Directors, Managing Agent or the Manager, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Governing Documents and the Rules and Regulations shall be grounds for relief which may

include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or Managing Agent, or, if appropriate, by an aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for and responsible to pay the expenses of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or the act, neglect or carelessness of any member of his or her family or his or her tenants, employees, agents or licensees. Each Owner's liability shall include any increase in fire insurance rates, reasonably identifiable by the Board and occasioned by use, misuse, occupancy of any part of the Association, and/or an Owner's abandonment of his or her Lot. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation. In the event the Board made a relevant insurance claim which resulted in coverage for damages caused by an Owner, his or her tenants, employees, agents or licensees, those insurance proceeds may be used to pay for repairs to the damages, and the Owner will be responsible for all expenses not covered by applicable insurance proceeds. The Board has full and exclusive authority to decide whether and when it deems appropriate to make an insurance claim on behalf of the Association.

(c) Other Charges. The Association may charge an Owner (i) a late fee on an overdue assessment in an amount set by the Board; (ii) the costs, including attorneys' fees and court costs incurred by the Association in its attempt to collect unpaid assessments, fees, interest and other charges, and in its attempt to enforce any of the provisions of the Governing Documents and/or Rules and Regulations; and (iii) interest on overdue sums, up to the maximum rate permitted by law and/or these Bylaws. Any such charges shall be a personal obligation of the Owner, treated as an assessment pursuant to these Bylaws, and shall be added to and become part of the lienable assessment on the Lot. In addition, such charges may be awarded by a court as part of its judgment in any proceeding in law or equity.

(d) Costs and Attorney's Fees. In any dispute arising out of any alleged default by an Owner of the Governing Documents and/or Rules and Regulations of the Association, the Association shall be entitled to assess the costs of enforcing its Governing Documents and Rules and Regulations, including, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, or a lien is recorded. These assessments for costs and/or attorney's fees shall be lienable, and shall be treated as assessments pursuant to Article VII of the Declaration, as amended.

(e) No Waiver of Rights. The failure of the Association, the Board of Directors or any Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to enforce any right, provision, covenant or condition of the Governing Documents or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Association, Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more

thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Governing Documents or the Rules and Regulations, or at law or in equity.

(f) Interest. In the event of a default by any Owner of the Governing Documents, Rules and Regulations, and/or the payment of any obligation or assessment due to the Association, which default continues for a period in excess of ten (10) days, such Owner may at the discretion of the Board of Directors be obligated to pay interest on the amounts due at the lesser or twenty percent (20%) per annum or the maximum permissible rate of interest, from the due date thereof.

(g) Abatement and Enjoinment of Violations by Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Governing Documents (after due notice to the Owner that said violation or breach constitutes an immediate danger to the Association and Owners) or the violation of other matters of record applicable to the Association shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(h) Suspension of Privileges. In the event of a default by any Owner of the Governing Documents, Rules and Regulations, and/or the payment of any obligation or assessment due to the Association, the Board may, after offering an opportunity to the Owner to be heard, suspend the Owner's access to privileges, including access to any parking within the Association, and access to any non-essential Common Element areas.

## **ARTICLE X MISCELLANEOUS**

Section 10.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 10.2. Parliamentary Rules. Except as may be modified by Board resolution, Association proceedings shall be conducted in accordance with best business practices when not in conflict with Virginia law, the Articles of Incorporation, the Declaration or these Bylaws.

Section 10.3. Conflicts. If there are conflicts between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall prevail. If there are conflicts between the Declaration and the Bylaws, the Declaration shall prevail.

Section 10.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, for a purpose reasonably related to the interest in the Lot, or by a Member of the Association in good standing, for a purpose reasonably related to the Member's interest in the Association or Lot, or by the duly appointed representative of any of the foregoing, upon five (5) days' written notice at a mutually convenient time and location: the Declaration, Bylaws and/or Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account and/or the minutes of meetings of the Members, the Board and/or committees. Any books or records kept by or on behalf of the Association may be withheld from inspection to the extent permitted by Section 55.1-1815C of the Virginia Property Owners' Association Act, as amended, and Sections 13.1-932 through 13.1-934 of the Virginia Nonstock Corporation Act, as amended, and all other relevant law.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made;

and

(iii) payment of the actual cost of materials and labor for reproducing copies of documents requested prior to providing the requested copies, which costs shall be set forth in a cost/fee schedule resolution pursuant to Va. Code § 55.1-1815D or relevant law.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and/or documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 10.5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address of record with the Association; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 10.6. Amendment. These Bylaws may be amended by the approving vote of a majority of members, present in person or by proxy at a special or regular meeting of the

Association at which quorum is represented, and that has been duly noticed for a vote on such amendment.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such consent.

*Signatures on the following page.*



IN WITNESS WHEREOF, on behalf of the Board of Directors and the Association, I do hereby certify that these Amended and Restated Bylaws were duly adopted by the membership by a vote of the majority of members present in person or by proxy to a duly called meeting at which quorum was present, and in accordance with the requirements of Article XV of those Bylaws (as amended), if applicable.

The Williamstown Homeowners Association, Inc.

Ammonay, President  
on behalf of the Board of Directors

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Prince William, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Amended and Restated Bylaws of The Williamstown Homeowners' Association, Inc., was executed and acknowledged before me, this 30 day of October, 2019, by Anita Gray, President of The Williamstown Homeowners Association, Inc., a Virginia nonstock corporation, on behalf of the Board of Directors.

Stanley  
Notary Public

My Commission Expires \_\_\_\_\_  
Notary Registration # \_\_\_\_\_

