

AMENDED AND RESTATED BYLAWS
OF
HERITAGE HUNT HOMEOWNERS ASSOCIATION, INC.

THESE AMENDED AND RESTATED BYLAWS of Heritage Hunt Homeowners Association, Inc. are made this 13 day of March, 2015 by the Heritage Hunt Homeowners Association, Inc., (the "Association").

WITNESSETH

WHEREAS, on the 20th day of July, 1998, the U. S. Home Corporation ("Declarant") executed a Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Original Declaration") for the Heritage Hunt Homeowners Association, Inc. ("the Association") recorded among the land records of Prince William County, Virginia, in Deed Book 2607, Page 1885, et seq.; and

WHEREAS, the Board of Directors of the Association executed Bylaws applicable to the Association on or around January 27, 1998 ("Original Bylaws"); and

WHEREAS, the Original Bylaws were amended and restated in their entirety by the Amended and Restated Bylaws dated November 8, 2007 ("First Restated Bylaws"); and

WHEREAS, the Members desire to amend and restate the First Restated Bylaws; and

WHEREAS, in accordance with Article 7, Section 7.4 of the First Restated Bylaws, the Members voted affirmatively, on December 2, 2014, to approve these Amended and Restated Bylaws ("Bylaws") as set forth herein.

NOW, THEREFORE, in accordance with the First Restated Bylaws, the First Restated Bylaws of Heritage Hunt Homeowners Association, Inc. are hereby amended and restated as follows:

ARTICLE 1

Definitions

The words in these Bylaws which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings:

1.1 "**Annual Assessments**" shall mean and refer to the Annual General Assessment and Services Assessment levied by the Association in each of its fiscal years pursuant to Article 4 of the Declaration.

1.2 "**Annual General Assessment**" shall mean and refer to the annual charge

shared by all Members established pursuant to Article 4 of the Declaration.

1.3 “**Association**” shall mean and refer to Heritage Hunt Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns. The Association is sometimes referred to as the Corporation.

1.4 “**Board of Directors**” or “**Board**” shall mean and refer to the Board of Directors of the Association.

1.5 “**Community Facilities**” and/or “**Common Areas**”, including the Clubhouse, Fitness Center, Marsh Mansion and any future community facilities and common grounds, shall mean and refer to all personal and real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, easement areas, public, neighborhood or community buildings, recreational facilities, natural resource facilities, parks and other open space land, lakes and streams, storm water management and drainage facilities. It may also include all private streets and pipe-stem driveways, pathway and bikeway systems, pedestrian facilities, cable telecommunication facilities, and design amenities. It also includes any other community facilities and buildings needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations, but only to the extent owned by the Association or falling within the Association’s maintenance or repair responsibilities under an easement or other valid existing agreement. The golf course and its facilities are part of the Community Facilities and Common Areas. The Association is responsible for management, maintenance and operation of all Community Facilities and Common Areas.

1.6 “**Architectural Review Committee**” (hereinafter called “**ARC**”) shall mean and refer to the Association’s ARC so named and established in accordance with Article 5 of the Declaration.

1.7 “**Declaration**” shall mean and refer to the Association’s Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as it may from time to time be amended or supplemented in the manner provided therein.

1.8 “**Dwelling Unit**” shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse, triplex units, patio, single family attached and detached homes, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Property.

1.9 “**Immediate Family**” shall mean and refer to an Owner’s (or Owner’s tenant’s) spouse or partner, children by blood, marriage, or adoption (including their spouses and their children), parents, brothers and sisters.

1.10 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to this Declaration and upon which a Dwelling Unit(s) could be constructed in accordance with Prince William County zoning ordinances and to each condominium unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean and refer to Community Facilities.

1.11 "**Member**" shall mean and refer to a member of the Association as defined in Article 3 of the Declaration.

1.12 "**Mortgagee**" shall mean 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 deeds of trust. "First Mortgagee" as used herein, shall mean a holder of 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 mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan 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 term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

1.13 "**Owner**" shall mean and refer to the record owner, whether one or more Persons or entities, of any Lot which is part of the Property, including but not limited to contract sellers, and those who have acquired fee simple title to any Lot through inheritance or foreclosure (regardless of whether such ownership is not yet reflected in the county's land records), but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.14 "**Person**" shall mean and refer to any individual, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

1.15 "**Property**" shall mean and refer to those certain lands in Prince William County, Virginia, that have previously been subjected to the Declaration, together with such additional lands as may be subsequently subjected to this Declaration, as reflected in the Prince William County land records.

1.16 "**Quorum**" shall be the minimum number of members (of the Association, the Board, or committee, as applicable) which must be present in person, by proxy, or by electronic means at the convening of a properly called meeting of that group in order

to conduct business in the name of the group. For the Association a Quorum is defined in some instances by the specific business being conducted. See specific provisions of the *Declaration* and the *Bylaws* for the exact number that comprises a Quorum for the applicable meeting and business being conducted.

1.17 “**Resident**” shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors or the Association’s managing agent; and (ii) members of the Immediate Family of such individual or of an Owner who actually reside within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or owner to which, whenever he/she is absent, he/she has the intention of returning.

1.18 “**Services Assessment**” shall mean and refer to the charge or charges imposed upon a Sub-association of the Property for certain services rendered pursuant to Article 4 of the Declaration.

1.19 “**Special Assessment**” shall mean and refer to any special charge established pursuant to Article 4 of the Declaration.

1.20 “**Sub-association**” means an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created by a declaration or other appropriate instrument recorded among the Land Records which subjects a portion of the Property to covenants, conditions and/or restrictions additional to those set forth in the Declaration and grants rights to such association with respect to such portion of the Property.

Any words used in the Bylaws which are not specifically defined above shall have the meanings assigned to them in the Declaration unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

ARTICLE 2 Offices

The principal office of the Association shall be in the County of Prince William in the Commonwealth of Virginia or at the office of its managing agent.

ARTICLE 3
Members

3.1 **Voting Rights of Members.** The Association shall have one class of Members in accordance with the provisions of Article 3 of the Declaration and Article 6 of the Articles of Incorporation. The rights, privileges and qualifications of Members shall be as set out in the Articles of Incorporation, the Declaration and as provided in these Bylaws.

3.2 **Annual Meetings.** The Association shall hold an annual meeting of the Members each year for the transaction of any business within the powers of the Association. Such annual meeting shall be held in the same month of each year and at a time to be designated by the Board of Directors from time to time. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice. Any matter requiring the affirmative vote of more than a majority of the Members present at a meeting (in person, by proxy, or electronic means) shall be designated in the notice of such meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

3.3 **Special Meetings.** At any time in the interval between annual meetings, special meetings of the Members may be called by the President, the Board of Directors, or the Members having twenty percent (20%) of the votes entitled to be cast by the Members at such meeting. Notice of a Special Meeting shall state the purpose for which the meeting is called. This is the only item that can be discussed.

3.4 **Place of Meetings.** All meetings of the Members shall be held within the Community Facilities, at the registered office of the Association, or at such other place within the State of Virginia as may be designated by the Board of Directors from time to time.

3.5 **Notice of Meetings.**

a) Written notice stating the place, day and hour of the annual meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Secretary or the Association's Managing Agent not less than fourteen (14) or more than sixty (60) days before the date of the meeting (except as a different time is specified below). Notice may be either hand-delivered or mailed by first class mail to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

b) Notice of a Members' meeting to act on an amendment of the Articles of Incorporation or a plan of merger shall be delivered or published and posted in the

manner required by the Virginia Nonstock Corporation Act. Such law currently requires such notice to be given not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting.

c) Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Member or Members entitled to such notice, whether before or after the holding of the meeting, shall be equivalent to the giving of such notice to such Member(s). A Member who attends a meeting shall be deemed to have had timely and proper notice of the meeting unless he/she attends for the express purpose of objecting because the meeting is not lawfully called or convened.

3.6 **Quorum.** Unless otherwise provided in the Articles of Incorporation or the Declaration, at any meeting of Members the presence in person, by proxy or by electronic means of members entitled to cast twenty percent (20%) of all of the votes entitled to be cast by the Members shall constitute a quorum. This section shall not affect any requirement under statute, the Declaration or under the Articles of Incorporation of the Association for the vote necessary for the adoption of any measure.

In the absence of a quorum, the Members present in person or by proxy, by majority vote taken and without notice other than by announcement, may adjourn and reconvene the meeting from time to time until a quorum is present. In addition, at such a meeting where a Quorum of Members is not present, the Members present in person or by proxy by majority vote taken without notice other than by announcement, may call a further meeting of Members, and at such further meeting the percentage of votes required to constitute a quorum shall each be reduced to one-half (1/2) of the percentage specified above and by proxy. The Members present may take any action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of members been present.

3.7 **Votes Required.** A simple majority (i.e., more than half) of the votes cast by the Members at a meeting of Members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, except as otherwise required by the laws of Virginia, the Declaration, these Bylaws, or the Articles of Incorporation. The Declaration and Bylaws may require the affirmative vote of more than a simple majority of Members in certain instances.

3.8 **Proxy Voting.** A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Such proxies may be granted by any Owner in favor of only another Owner, a member of the Board of Directors, the Managing Agent or such unit owner's mortgagee, or additionally in the case of a non-resident Owner, the Owner's lessee, attorney or rental agent. No person other than the Managing Agent or a member of the Board of Directors shall cast votes as a proxy for more than one lot not owned by such person. Unless there is an apparent conflict of interest, there are no restrictions on the

number of uninstructed proxy ballots that can be cast by a member of the Board of Directors or the Managing Agent. Proxies shall be duly executed in writing, shall be witnessed, shall contain the full name and address of the witness, shall be dated, and shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, shall be valid only for the particular meeting designated therein and any continuation thereof, and must be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such unit. Except with respect to proxies in favor of a lessee or mortgagee, no proxy shall in any event be valid for a period in excess of 180 days after the execution thereof.

3.9 **Alternative Voting Procedures.** Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia, any vote to be taken of the Members upon a stated proposal or for the election of directors may be taken by mail, electronic transmission (e.g. internet) and the number of votes necessary for passage of the proposal or election as a director shall be the same as if the vote were taken at a meeting.

3.10 **Fixing of Record Date.** For the purpose of determining the Members entitled to notice of, or to vote at any annual or special meeting of the Members, or any adjournment thereof, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members such date in any case to be not more than sixty (60) days and not less than ten (10) days prior to the date on which the particular action requiring such determination of Members is to be taken.

If no record date is fixed for the determination of Members entitled to notice or to vote at a meeting of Members, the date on which notice of the meeting (or of the proposed action to be taken) is mailed shall be the record date for such determination of Members.

When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

ARTICLE 4 Board of Directors

4.1 **Powers.** The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and may exercise all the powers of the Association, except such as are, by the laws of Virginia, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members. The powers of the Board of Directors shall include, without limitation, the power to:

a) adopt and publish rules and regulations governing areas of Association responsibility, such as the use of the Common Area, and the personal conduct of the Members, Residents and their guests thereon, and to establish penalties for the infraction thereof;

b) suspend a Member's voting rights and/or right to use the Community Facilities and/or Common Area (other than streets and roadways) during any period in which such Member will be in default in the payment of any obligation to the Association. This includes, but is not limited to Annual General Assessments, Service Assessments, House Accounts, and Special Assessments. Such rights may also be suspended, after notice and hearing for an infraction of published rules and regulations;

c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

e) appoint, disband, and establish Charters for such committees as the Board deems appropriate.

f) adopt and execute annual budget for the operation of the Association;
and

g) convey any portion of the Common Area for the purpose of altering or relocating the boundary lines between the Common Area and any of the Lots, or any other property.

4.2 **Duties.** It shall be the duties of the Board of Directors to:

a) cause to be kept a complete record of all its acts and corporate affairs;

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

(i) fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) fix the Services Assessment against each Subassociation or other sections of the Property requiring such services at least sixty (60) days in advance

of the assessment period, and

(iii) send written notice of each assessment to every Owner subject thereto.

d) issue, or to cause an appropriate officer or Managing Agent 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

f) cause all officers or employees having fiscal responsibilities to be bonded in an amount which shall not be less than the sum of three (3) month's assessments on all Lots in the Association, plus the Association's reserve funds.

g) accept the conveyance of and cause the Community Facilities and Common Areas (and any other property for which the Association is responsible) to be maintained; and

h) appoint the ARC as provided in the Declaration.

4.3 **Number and Composition of Board.** The Board of Directors shall consist of seven (7) Directors each of whom must be both a Member and Resident.

4.4 **Elected Directors.** Directors shall be elected to serve for three (3) year terms, and the terms shall be staggered to assure that they expire as evenly as possible. In the event there is a question or dispute over any individual Director's term, the Directors who are not a part of the issue shall have the authority to resolve the questioned or disputed matter. Directors shall be elected by plurality vote. Each Member shall be entitled to cast his/her vote for as many persons as there are Directors to be elected and for whose election the Member is entitled to vote. Cumulative voting is not allowed.

4.5 **Vacancies and Removal.** Any Director may be removed from the Board with or without cause, by a majority vote of those Members casting votes at a meeting of the Members called for that purpose, and a successor may then and there be elected by the Members to fill the vacancy thus created, with the successor serving for the unexpired term of his predecessor. In the event of death or resignation of a director, his/her successor shall be selected by the remaining members of the Board of Directors and shall serve until the next annual meeting of the Members at which a successor is elected.

4.6 **Compensation.** No Director shall receive compensation from the Association for any service he/she may render to the Association as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties upon prior approval of the Board.

4.7 **Action by the Board of Directors.**

a) **Meetings.** All meetings of the Board of Directors, including any sub-committee, or other committee thereof, shall be open to all members of record in accordance with Section 55-510.1 of the Virginia Property Owners' Association Act ("POA Act"). The Board of Directors shall not use work sessions or other informal gatherings of the Board of Directors to circumvent the open meeting requirements. Notice of the time, date and place of meetings of the Board of Directors and committees shall be given to Members in accordance with the POA Act. Minutes of the meetings of the Board of Directors and committees shall be kept and shall be available per Section 55-510 of the POA Act. . The Board of Directors or any subcommittee or other committee thereof may convene in executive session to the extent authorized by the POA Act.

b) **Regular Meetings.** Except as permitted by this Section, all actions, matters or resolutions approved or disapproved by the Board of Directors shall be by vote of the Directors taken at a regular meeting. Regular meetings of the Board of Directors shall be held on a monthly or quarterly basis, as determined by the Board.

c) **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 24 hours' notice to each director.

d) **Time and Place of Meeting.** Each meeting of the Board of Directors shall be held at such time and at such place within Prince William County as determined by the Board, or for special meetings, as determined by the president or directors calling such meeting.

e) **Action Without a Meeting.** To the extent permitted by the laws of the Commonwealth of Virginia, 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.8 **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE 5
Officers and Their Duties

5.1 **Enumeration of Officers.** The officers of this Association shall be a President, who shall be a Director, a Vice President, a Secretary, and a Treasurer, and such other officers and assistant officers as may from time to time be deemed necessary by the Board of Directors.

5.2 **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.

5.3 **Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year until his/her successor is elected and qualified unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 **Officer Removal or Resignation.** 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, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 **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/she replaces.

5.6 **Duties of the President.** The President shall be the chief executive officer of the Association, shall be available at all meetings of the Members and the Board of Directors, shall have general and active operating management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall act as the presiding officer (or chairman) at meetings of the Board of Directors and the Association. He/She shall execute bonds, mortgages, and other contracts except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

5.7 **Duties of the Vice President.** In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8 **Duties of the Secretary and Assistant Secretaries.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall record or cause to be recorded all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose. He/She shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his/her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. The Board may delegate certain Secretary duties to an authorized agent of the Association, in which such case the Secretary shall have oversight responsibility for purposes of ensuring that the agent properly performs those delegated duties.

5.9 **Duties of the Treasurer and Assistant Treasurers.**

a) The Treasurer shall have the responsibility for overseeing the management of the Association's funds and securities and shall keep or cause to be kept fully and accurate accounts of receipts and disbursements in books belonging to the Association and shall cause all monies and cash equivalents to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

b) He/She shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his/her transactions as Treasurer and of the financial condition of the Association.

c) The Treasurer shall 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 or cause to be prepared, an annual budget, a statement of reserve funds, and a statement of income and expenditures to be provided to the membership at its regular annual meeting and shall file a copy of each in the records of the Association. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his/her inability or refusal to act, perform the duties and have such other powers as the Board of Directors may from time to time prescribe. The Board may delegate certain Treasurer duties to an authorized agent of the Association, in which such case the Treasurer shall have oversight responsibility for purposes of ensuring that the agent properly performs those delegated duties.

ARTICLE 6
Finance

6.1 **Checks, Drafts, Etc.** All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall be signed by such signatories as shall be determined by the Board.

6.2 **Fiscal Year.** The fiscal year of the Association shall be the twelve calendar months period ending December 31 of each year, unless otherwise provided by the Board of Directors.

6.3 **Annual Audit.** As specified in Section 5.9(c) above, the Treasurer shall cause an annual audit of the Association books to be made by a certified public accountant at the end of every fiscal year. Such audit shall be available to all Members and First Mortgagees who request it 30 days after the audit reported is accepted by the Board of Directors.

ARTICLE 7
Miscellaneous

7.1 **Books and Records.** The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection and copying by Members in accordance with Section 55-510 of the POA Act. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by Members at the principal office of the Association, where copies may be purchased at reasonable cost.

7.2 **Indemnification.** The members of the Board of Directors, and officers of the Association shall not be personally liable to the Association, Owners or others for any mistake or judgment or for any acts or omissions made in good faith acting as such members or officers individually or collectively. Each member of the Board of Directors and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, or any settlement thereof, by reason of his/her being or having been a member of the Board of Directors or an officer of the Association, whether or not he/she is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

7.3 **Amendments.** Any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted at any annual meeting of the Members, or at

any special meeting of the Members called for that purpose by a majority vote of those Members voting at a meeting at which a quorum is present or by proxy. Amendment of the Bylaws is subject to specific provisions contained in the Articles of Incorporation and the Declaration.

7.4 **Consistency of Articles of Incorporation and Bylaws.** These Bylaws shall be construed and interpreted in a manner that is consistent with the terms, definitions, and provisions of the Articles of Incorporation and the Declaration. The terms and provisions of the Articles of Incorporation and the Declaration shall be controlling over any inconsistent provision contained in these Bylaws.

ARTICLE 8 Management

8.1 **Managing Agent.** The Board of Directors may, but shall not be required to, employ for the Association a management agent or manager (the "Managing Agent") at a rate of compensation established by the Board of Directors, which rate shall be a rate which is ordinary, reasonable, and customary for such services, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon no less than thirty (30) days' written notice and without cause upon no less than ninety (90) days' written notice to the other party. The term of any such management agreement shall not exceed three (3) years; and the term of any such management agreement may be renewable by mutual agreement of the parties for successive one to three-year periods.

ARTICLE 9 Rights of First Mortgagees

9.1 Written notice of meetings of the Members shall be delivered in accordance with Article 3, Section 3.5 to all First Mortgagees who file a written request with the Secretary.

9.2 Upon written request to the Secretary, the books and records of the Association, pursuant to Section 55-510 of the POA Act, shall be available for examination by a First Mortgagee and its duly authorized agents or attorneys during normal business hours after reasonable notice and for purposes reasonably related to its interest.

9.3 Upon written request to the Secretary, a First Mortgagee may obtain written notification of the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

9.4 A First Mortgagee shall be entitled to receive a copy of the budget and financial statement of the Association upon written request delivered to the Secretary.

IN WITNESS WHEREOF, the President of the Association has executed these Bylaws on behalf of the Association following the approval of these Bylaws by the required vote of the Members.

Signed By: [Signature]
President,
Heritage Hunt Homeowners Association, Inc.
Date: March 13, 2015

State of Virginia,
City/County of Prince William, to wit:

The foregoing instrument was acknowledged before me on this 13th day of March, 2015 by KEN AITCHISON, whose name is signed as President of Heritage Hunt Homeowners Association, Inc. to the foregoing Amended and Restated Bylaws, as being signed pursuant to due and proper authority on behalf of that Association.

[Signature]
Notary Public

My commission expires: 9/30/17
My notary registration number: 338298

