

BY-LAWS OF✓ GREENE ACRES PROPERTY OWNERS ASSOCIATION

(A Virginia Real Estate Trust)

As Amended July 2, 1988

As Amended November 12, 1989

As Amended July 7, 2001

As Amended October 15, 2003

As Amended February 4, 2006

As Amended July 20, 2013

As Amended November 14, 2015

As Amended April 14, 2018

**Article I -- INTRODUCTION****Section 1. NAME**

The name of the trust is Greene Acres Property Owners Association ("Association") ( A Virginia Real Estate Trust).

**Section 2. OFFICES**

The Association shall have its principal office at 435 Greene Acres Rd. North, Stanardsville, VA 22973. The Association may have such other or additional offices as the Trustees deem advisable.

**Section 3. DEFINITIONS**

The Deed of Dedication dated April 1, 1970, recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia. In Deed Book 47, page 83 and all amendments thereto and the plat of said subdivision recorded in plat book three (3), pages one through twelve (1 through 12), are attached hereto and hereby incorporated by reference.

**Section 4. PURPOSE OF BYLAWS**

The purpose of these Bylaws is to provide the rules regulating the structure and operation of the Association, and all rules governing the Greene Acres Subdivision shall be provided in these Bylaws, the Declaration of Trust, the Deed of Dedication, and all Amendments thereto, and the rules and regulations of the Association and all amendments thereto.

**Article II -- MEMBERSHIP and VOTING RIGHTS****Section 1. MEMBERS**

Subject to the limitations contained herein, every owner of a lot which is part of the Greene Acres Subdivision shall be a member of the Association. Membership in the Association shall run with, and shall not be conveyed or assigned from ownership of a lot in the subdivision.

**Section 2. VOTING RIGHTS**

Voting rights in the Association shall be determined as provided in the Dedication of Trust of the Association, subject to the following limitations:

- a. Membership rights, including voting privileges, are conditional upon payment of maintenance fees and assessments levied by the Association and as provided by the Amendments to the Protective Deed Covenants of the Subdivision and upon payments of any other fees levied by the Trustees.
- b. In the event that a lot owner or a member of his family, or his guests, violate the Protective Deed Covenants of the Subdivision, or any rule or regulation published by the Trustees governing the use of the common properties of the Subdivision, the Trustees may, at their discretion, suspend the membership rights, including voting privileges, of any person for such violation. In addition, the Trustees may enforce the suspension, if violated, by preferring charges of unlawful trespass in the appropriate Court against said offender, in addition to any other remedies available to the Association for such violation.
- c. Prior to suspending an owner's membership privileges, the Trustees must give the owner 10 days prior written notice specifying:
  1. the nature of the violation,
  2. the date upon which membership rights will be terminated; and
  3. how the violation may be eliminated to prevent suspension of membership rights.

### ARTICLE III --- MEETINGS of MEMBERS

#### Section 1. PLACE of MEETINGS

Meetings of the membership of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as from time to time may be designated by the Trustees.

#### Section 2. ANNUAL MEETINGS

There shall be an Annual Meeting in September of each year to elect the Trustees of the Association and for receiving reports of the Trustees and for transacting any other business of the Association. The first annual meeting of the members was held in July 1979.

#### Section 3. NOTICE of MEETING

It shall be the duty of the Secretary of the Association to mail a notice of each Annual or Special Meeting of the members stating the purpose thereof as well as the time and place it is to be held to each member of record at his/her address as it appears in the membership book of the Association. Notice shall be mailed at least fourteen (14) days prior to any Annual or regularly scheduled meeting, or seven (7) days prior to any other meeting. Notice may also be given by personal delivery of any such notice to a member at his/her last known address. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by such member of the time, place and purposes thereof.

#### Section 4. SPECIAL MEETINGS

Special meetings of the membership may be called by the Trustees or upon a petition signed by at least ten percent (10%) of the members of the Association entitled to vote; provided, however, that no Special Meeting shall be called except upon a resolution of the Trustees, prior to the first annual meeting of the members as provided herein. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

#### Section 5. QUORUM

The presence, either in person, or by proxy, of owners in good standing, representing five percent (5%) of lots entitled to vote (one lot = one vote, quorum = 5% in good standing) shall constitute a quorum for the transaction of business by the membership. Any proxy shall be in writing, dated and signed, and shall be revocable at the pleasure of the member executing it. Unless the duration of the proxy is specified, it shall be invalid after eleven months from the date of its execution.

#### Section 6. ADJOURNED MEETINGS

If any meeting of the members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not more than 14 days from the time for which the original meeting was called without the service of further notice with respect to such meeting.

#### Section 7. VOTING

A majority of the votes cast on a specific question shall decide that issue at membership meetings except as otherwise provided. In the event all of the co-owners of any lot (each lot represents one (1) vote) who are present at any meeting of the members are unable to agree on the manner in which the vote for such lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. The vote for any lot which is owned by a corporation, trust or partnership may be exercised by any officer, trustee or partner, as the case may be, who is made known in writing to the Secretary prior to any meeting and unless any objection or protest by any other officer, trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

#### Section 8. ORDER of BUSINESS

The order of business at all meetings of the membership shall be as follows:

- a. Call to order;
- b. Announcement by the Secretary of the total number of individual members in good standing, roll call of members present, and certification of proxies to determine if there is a quorum;
- c. Reading of the minutes of preceding meeting;
- d. Report of officers and committees, if any;
- e. Unfinished business;
- f. New business;
  - g. Election of Trustees, Annual Meeting only;
- h. Adjournment;

But in the case of Special Meetings, Item (a) through (d) shall be applicable and thereafter the agenda shall consist of items specified in the notice of the Special Meeting.

#### **ARTICLE IV --- TRUSTEES**

##### **Section 1. NUMBER and QUALIFICATION**

The affairs of the Association shall be governed by the Board of Trustees which shall be composed of nine (9) members. The members of the Board of Trustees shall serve for a term of three (3) years.

##### **Section 2. POWERS and DUTIES**

The Trustees shall have all of the powers and duties necessary or proper for the administration of the affairs of the Association, as required or permitted by the Declaration of Trust, the Deed of Dedication and all amendments thereto or by law. In furtherance of the foregoing, the power and duties of the Trustees shall include, but shall not be limited to, the following:

- a. To provide for the care, upkeep and maintenance of those portions of Greene Acres Subdivision which are maintained by the Association;
- b. To establish and provide for the collection of lot fees and assessments and for the placement and enforcement of liens thereof in any manner consistent with law and as required by the provisions of the Deed of Dedication and all amendments thereto and the Declaration of Trust;
- c. To promulgate and enforce such rules and regulations with respect to the use, occupancy and maintenance of property in the Subdivision which are consistent with the Deed of Dedication and all amendments thereto, the Declaration of Trust, or these Bylaws;
- d. To call Special Meetings of the Association members;
- e. To appoint and remove for cause all officers, employees, committees, and committee members of the Association, prescribe their duties, fix their compensation, if any, and require of them such security bond as it then may deem expedient;
- f. To contract with any person, firm, association, corporation, and governmental agency for the accomplishment of any portion of the Association's stated purposes;
- g. To enforce the provisions contained in the Protective Deed Covenants governing the Subdivision;
- h. To suspend any or all of the rights of membership during any period which a member shall be deemed to be in violation of any rules, regulations, restrictions or conditions contained in the Deed of Dedication and any amendments thereto, the Declaration of Trust, or these Bylaws;
- i. To designate depositories for the Association's funds, designate those officers, agents and/or employees who shall have the authority to withdraw funds from such account on behalf of the Association and, to the extent it deems appropriate, to cause such persons to be bonded;
- j. To enter into mortgage agreements, to obtain capital debts financing, and to sell any part of the real estate owned by the Association, subject to the provisions of the Declaration of Trust;
- k. To cause to be kept a complete record of all Association's affairs, make such records available for inspection by any member of the Association, or his/her agent, and present an annual statement thereof to the members;
- l. To supervise all officers, agents, employees and contractors of the Association;
- m. To cause to be maintained a roster of all owners of real property at Greene Acres together with an identification of the properties owned by each and a roster listing the number of votes to which each member is entitled.

##### **Section 3. ELECTION of TRUSTEES**

Election of Trustees shall be by a secret written ballot. The nominees receiving the largest number of votes shall be declared elected. Cumulative voting shall not be permitted. Trustees may serve an unlimited number of successive terms.

##### **Section 4. VACANCIES**

Vacancies occurring on the Board of Trustees after the annual meeting shall be filled by a majority vote of the remaining Trustees. A Trustee so elected shall hold office during the unexpired term of his predecessor.

##### **Section 5. PROPERTY MANAGER**

The Board of Trustees may contract for the Association, at a rate of compensation established by the Board of Trustees, a property manager who will perform such duties and services as the Board of Trustees shall from time to time authorize. The terms of contract for the property manager shall not exceed two years, provided, however, that such term may be renewable by mutual agreement of the parties.

##### **Section 6. SPECIAL REMOVAL of TRUSTEES**

Any Trustee may be removed, with cause, by an affirmative vote of a majority of the membership in good standing of the Association voting at any Regular or Special Meeting. A successor may then and there be elected to fill the vacancy thus created. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting.

The term of any Trustee whose membership rights have been suspended in accordance with Section 4 of Article II of the Bylaws shall be terminated by the Board of Trustees, and the remaining Trustees shall appoint his successor as provided in Section 4 of this article.

Section 7. COMPENSATION

No compensation shall be paid to the Trustees for their services as Trustees, but Trustees may be reimbursed for reasonable expenses incurred by them in the performance of their duties for the Association.

Section 8. REGULAR MEETINGS

Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Trustees shall be given to each Trustee, personally or by mail, telephone or email, at least six (6) days prior to the day named for such meeting. At the first meeting after a new Board of Trustees has been elected, the Chairman of the Board of Trustees shall be selected. He shall preside over all meetings of the Board of Trustees during his one year term of office unless he is removed as Chairman of the Board of Trustees by a majority vote of the Trustees.

Section 9. SPECIAL MEETINGS

Special Meetings of the Board of Trustees may be called by the Chairman of the Board of Trustees or by any other three members of the Board on three (3) days notice to each Trustee given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

Section 10. WAIVER of NOTICE

Before and at any meeting of the Board of Trustees, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board of Trustees shall be a waiver of notice by him or her of the time, place and purpose thereof. If all of the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

Section 11. QUORUM

At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the Trustees present at the meeting in which a quorum is present, shall be the acts of the Board of Trustees.

Section 12. ACTION WITHOUT A MEETING

Any action by the Board of Trustees required or permitted to be taken at any meeting, may be taken without a meeting if all members of the Board of Trustees shall individually or collectively consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 13. MEETINGS by TELEPHONE or SIMILAR COMMUNICATIONS

The Board of Trustees may participate in meetings by means of telephone, Skype or similar communications equipment, and participation in any such meeting shall constitute presence in person by such Trustees at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of telephone, Skype or similar communications equipment.

**ARTICLE V --- OFFICERS and COMMITTEE CHAIRMEN**

Section 1. DESIGNATION of OFFICERS and COMMITTEE CHAIRMEN

The officers of the Association will be the Chairman of the Board of Trustees, Vice- Chairman of the Board, Secretary, Treasurer, and Assistant Secretary/Treasurer.

Members of the Board of Trustees will include Chairman of the Environmental Control Committee, Chairman of the Roads and Facility Committee, Chairman of the Safety and Services Committee, Chairman of the Legal and Insurance Committee and Chairman of the Membership and Nominating Committee.

Section 2. ELECTION and APPOINTMENT of OFFICERS and COMMITTEE CHAIRMEN

The officers will be elected annually by the Board of Trustees. Committee Chairman will be appointed annually by the Chairman of the Board. No officer shall hold the same position for more than three (3) successive years except that by affirmative vote of two-thirds of all Trustees the period may be extended annually.

Section 3. REMOVAL of TRUSTEES

Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed as officer and Trustee with cause, and his or her successor elected in any regular meeting of the Board of Trustees or at any Special Meeting of the Board of Trustees called for such purpose.

Section 4. CHAIRMAN of the BOARD

The Chairman of the Board shall preside at all meetings of the Association membership and of the Board of Trustees and shall see that orders and resolutions of the Board of Trustees are implemented, shall sign instruments binding the Association and shall perform such other functions ordinarily performed by a Corporation president. With the concurrence of the Board, he may appoint Ad Hoc Committees and prescribe their membership and duties, as may be indicated from time to time.

Section 5. VICE-CHAIRMAN

The Vice-Chairman shall perform all the duties of the Chairman in his/her absence. If neither the Chairman nor the Vice-Chairman is able to act, the Board of Trustees shall appoint some other member of the Board to do so on an interim basis.

Section 6. SECRETARY

The Secretary shall act as Secretary at all meetings of the Board and the Association membership, shall keep the minutes thereof in a proper book, shall maintain custody of the official copies of the Deed of Dedication and all amendments thereto, Declaration of Trust, Bylaws and all rules and regulations of the Association, shall maintain a roster of all Association members, their last known addresses and the numbers of votes to which each is entitled, shall keep all other records of the Association, shall see that if notice is required to be given or reports to be rendered by the Association they are duly provided or served unless otherwise provided; shall have charge of membership transfer books; and shall perform all of the duties incident to the office of Secretary of a Corporation.

Section 7. TREASURER

The Treasurer shall receive and deposit in the name of the Association in appropriate bank accounts, all monies of the Association and shall dispense such funds as directed by a resolution of the Board of Trustees or as verified by voucher signed by an appropriate Committee Chairman for expenditures within the budget approved by the Board of Trustees. He/she shall keep proper books of accounts and submit them for auditing on request of the Board of Trustees as soon as practicable after the Annual Meeting of the Association; shall submit current financial status reports to each regular meeting of the Board of Trustees and to each Annual Meeting of the membership; shall obtain from the Secretary a roster of all owners of real property in Greene Acres along with identification of the lot(s) owned; and shall prepare and forward to each property owner during December of each year a statement of all amounts owed to the Association by the property owner.

Section 8. ASSISTANT SECRETARY/TREASURER

The Assistant Secretary/Treasurer shall perform all the duties of the Secretary and/or Treasurer in their absence. He/she shall become basically familiar with the normal duties of both positions in order to provide assistance as needed. He/she shall also arrange for additional Association members to assist either the Secretary or the Treasurer on an Ad Hoc basis.

Section 9. THE LEGAL and INSURANCE COMMITTEE

The Legal and Insurance Committee will consist of a Trustee appointed as Chairman and not less than two (2) other Association members approved by the Board of Trustees on recommendations of the Chairman of the committee, and to serve until the next election of the Trustees. Its function shall be to make a continuing study of the Deed of Dedication and all amendments thereto, the Declaration of Trust and the Bylaws, so as to recommend any changes as necessary for the best interest of the Association and its members. It shall also be responsible for arranging for legal assistance desired by the Association and for determining insurance needs for the Association. It shall meet at the call of the Chairman.

Section 10. ENVIRONMENTAL CONTROL COMMITTEE

The Environmental Control Committee will consist of a Trustee appointed as Chairman and not less than two (2) other Association members approved by the Board of Trustees on recommendation of the Chairman of the Committee and to serve until the next election of Trustees. Its function shall be to initiate any actions as appropriate to enforce the provisions of the Protective Deed Covenants when called to the Committee's attention and/or as approved by the Board of Trustees. The Committee will also develop and propose appropriate rules and regulations to the Board of Trustees pertaining to development and construction in the Subdivision as well as visual, noise, air, and water pollution. It shall meet at the call of the Chairman.

Section 11. ROADS and FACILITY COMMITTEE

The Roads and Facility Committee will consist of a Trustee appointed as Chairman and not less than two (2) other Association members approved by the Board of Trustees on recommendation of the Chairman of the

Committee and to serve until the next election of Trustees. Its function shall be to direct all activities relating to roads, rights-of-way, bathhouse, recreational area, beach, and lake in the Greene Acres Subdivision in accordance with policies established by the Board and within its approved budget. It shall meet at the call of the Chairman.

Section 12. SAFETY and SERVICES COMMITTEE

The Safety and Services Committee will consist of a Trustee appointed as Chairman and not less than two (2) Association members approved by the Board of Trustees upon the recommendation by the Chairman and to serve until the next election of Trustees. Its function will be to direct all activities relating to the operation and use of roads, rights-of-way, bathhouse, recreational area, beach, and lake in Greene Acres and to develop and propose appropriate rules and regulations to the Board pertaining to the proper and safe use of its grounds and facilities and the conduct of persons thereon. It shall also plan and direct all such recreational activities as may meet the needs of the Association members and as are within the policies established by the Board. It shall meet at the call of the Chairman.

Section 13. MEMBERSHIP and NOMINATING COMMITTEE

The Membership and Nominating Committee will consist of a Trustee appointed as Chairman and not less than four (4) other Association members approved by the Board of Trustees on recommendation of the Chairman of the Committee and to serve until the next election of Trustees. This Committee shall be a primary point of contact with the general membership and shall also plan and direct such general service activities as may meet the needs of members and are within the policies established by the Board. In addition, its function will be to determine from time to time which members are not in good standing; to assist the Secretary in determining the number of votes cast at any meeting of the Association's membership; to make a continuing study of the best available candidates for election to the Board of Trustees; and to nominate at least three (3) members for election to the Board of Trustees at the Annual Membership Meeting. Appropriate balloting procedures will be developed and supervised by this Committee for election of the Board of Trustees. It shall meet at the call of the Chairman.

Section 14. LIABILITY and INDEMNIFICATION of OFFICERS and TRUSTEES

The Association shall and hereby does indemnify every officer and Trustee of this Association against any and all expenses including attorney's fees reasonably incurred by or imposed upon any officer or Trustee in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the Board of Trustees of the Association) to which such officer or Trustee may be a party by reason of being or having been an officer or Trustee of the Association whether or not such person is an officer or Trustee of the Corporation at the time such expenses are incurred. The officers and Trustees of the association shall not be liable to the membership of the Association for mistake or misjudgment except their own individual, willful misconduct or bad faith. The officers and Trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith in behalf of the Association. The Association shall indemnify and forever hold each such officer and Trustee free and harmless from any liability to other on account of such contract or commitment. Any right to indemnification provided for herein shall be exclusive over any other rights which any officer or Trustee of the Association or any former officer or Trustee of the Association may be entitled.

**ARTICLE VI --- INSURANCE**

Section 1. INSURANCE

The Board of Trustees may obtain and maintain any insurance which it may deem advisable to protect the Association, its property, or its employees, or which may be required by law.

**ARTICLE VII --- FISCAL MANAGEMENT and ASSESSMENTS**

Section 1. FISCAL YEAR

The fiscal year of the Association shall begin on July 1 of each year and run through the following June 30. The dates of the fiscal year herein established shall be subject to change by resolution of the Board of Trustees.

Section 2. DETERMINATION of COMMON EXPENSES and ASSESSMENTS AGAINST the OWNERS

- a. Preparation and Approval of Budget Each year on or before October 1, the Board of Trustees shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair, and upkeep in the Subdivision during the fiscal year. Such budget may also include such reasonable amounts, if any, as the Board of Trustees considers necessary to provide working capital for the Association and Reserves. The Board of Trustees shall maintain a copy of this budget at its principal offices and

shall at the request and expense of any property owner send said property owner a copy of the budget. Such budget shall constitute the basis for determining each owner's assessment for expenses of the Association.

b. Assessment and Payment of Levies The total amount of the estimated funds as set forth in the budget, adopted by the Board of Trustees, shall be divided and assessed against each lot equally. A statement of all amounts owed to the Association by each property owner shall be mailed to the owner at his/her last known address on or before the following February 1 at the place designated in the notice of assessment. Within sixty (60) days after the end of each fiscal year, the Board of Trustees shall supply at the request and expense of any property owner an itemized accounting of the income and expenses for the previous fiscal year and a financial status report of the Association.-

c. Reserves The Board of Trustees may build up and maintain reasonable Reserves for working capital, operations, contingencies, and replacements. All funds accumulated for Reserves shall be kept in a separate bank account or invested in municipal bonds of investment quality. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged against the Reserves. If the Reserves are inadequate for any reason, including nonpayment of any assessment, the Board of Trustees may at any time levy a further assessment which shall be assessed equally against each lot and which may be payable as a lump sum or installment as the Board may determine. Provided, however, that the Board of Trustees shall serve notice of any such further assessment on all lot owners by a statement in writing giving the amount and reasons therefore. Such further assessments shall, unless otherwise specified in the notice, become due and payable within forty-five (45) days of the assessment.

d. Effect of Failure to Prepare or Adopt Budget The failure or delay of the Board of Trustees to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release of any obligation, fee, or levy owed to the Association by a property owner.

e. Collection of Fees and Assessments The Board of Trustees shall take such action as deemed advisable by them to collect any delinquent or unpaid assessments due from any owner together with interest thereon, collection cost and reasonable attorney's fees.

#### Section 3. INSPECTION of BOOKS

The books and accounts of the Association shall be available for examination by members of the Association and/or their duly authorized agents or attorneys on reasonable notification or request to examine said books.

#### Section 4. BUILDING FEE

In order to more fairly fund road maintenance expenses of the Association, the Board of Trustees may levy a one-time fee not to exceed \$1.00/sq.ft. on each new residence, or \$.50/sq.ft. for renovation(s) or any construction requiring compliance with a Greene County construction permit, receivable prior to any clearing of land and the approval of building plans, and shall require that a surety bond be posted.

#### Section 5. SURETY BOND

A surety bond shall be required to be posted by the contractor prior to construction, land clearing or work beginning on any lot in the Subdivision, in an amount sufficient to guarantee compliance with all Covenants, Bylaws, Rules and Regulations of the Association, but not less than \$5,000.00 per lot. The Association shall have the same rights for collection of this fee and bond as for collection of assessments. Amended April 14, 2018.

#### Section 6. RENTAL FEE

In order to more fairly fund the maintenance expenses of the Association, as of January 1, 1989, the Board of Trustees shall levy a fee on the owner of each rental unit equal to one additional current annual lot assessment. (As of 11/14/15) No owner shall rent a dwelling unless that owner has owned that dwelling for at least two (2) years. The Association shall have the same rights for collection of this fee as for the collection of lot assessments. Effective January 1, 2014, any new property being rented must be to the same tenant for not less than 30 consecutive days. Effective January 1, 2014, no more than 15% (or 30 dwellings, whichever is less) of the current dwelling units may be rented. In the event that a new rental would create an excess of 15% (or 30 dwellings, whichever is less) of the current dwelling units, the Board has the authority to review for exception or variance. (Current number of dwelling units is approximately 185). Amended July 20, 2013.

### **ARTICLE VIII --- AMENDMENTS to PROTECTIVE DEED COVENANTS**

Section 1. The Protective Deed Covenants of the Subdivision as contained in the Deed of Dedication and all amendments thereto recorded in the Clerk's Office of the Circuit Court of Greene County, may be amended, modified, or supplemented as deemed appropriate by affirmative vote of a majority of the votes (one lot = one vote) cast by members of the Association in good standing and counted at a meeting duly called for this purpose. Amendments may be proposed by the Board of Trustees or by petitions signed by members representing at least ten percent (10%) of the members of the Association entitled to vote. A description of any proposed amendment

shall accompany the notice of any Regular or Special Meeting at which such proposed amendment is to be voted on.

**ARTICLE IX -- AMENDMENTS TO BY-LAWS**

Section 1. The Bylaws may be amended by the affirmative vote of a majority of the votes cast by members of the Association in good standing and counted at a meeting duly called for this purpose. Amendments may be proposed by the Board of Trustees or by petitions signed by members representing at least ten percent (10%) of the members of the Association entitled to vote. A description of any proposed amendment shall accompany the notice of any Regular or Special Meeting at which such proposed amendment is to be voted on.

**ARTICLE X -- INTERPRETATION - MISCELLANEOUS**

Section 1. CONFLICT

These Bylaws are subordinate and subject to all provisions of the Declarations of Trust and the Deed of Dedication and all amendments thereto.

Section 2. SEVERABILITY

In the event any provision or provisions of these Bylaws shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provisions hereof.

Section 3. WAIVER

No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. GENDER

Whenever in these Bylaws the context so require, the singular number shall include the plural and the converse and the use of gender shall be deemed to include all genders.

Section 5. NOTICE

Any notice required to be given by the Trustees, officers, or agents of the Association shall be deemed proper if sent by regular mail to the recipient's last known address as shown in the Association's records.

Deborah C. Turck  
Treasurer – Greene Acres Property Owners Association

Date: 7-24-2018

Commonwealth of Virginia, County of Greene

The foregoing was acknowledged by Deborah C. Turck, this 24<sup>th</sup> day of July, 2018.

Deputy Clerk  
Greene County Circuit Court



INSTRUMENT 180001713  
RECORDED IN THE CLERK'S OFFICE OF  
GREENE CIRCUIT COURT ON  
July 24, 2018 AT 11:41 AM  
BRENDA M. COMPTON, CLERK  
RECORDED BY: SNC