

**BY-LAWS  
OF  
SPENCE CROSSING  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I - GENERAL PROVISIONS**

- 1.1. **Identity-Purpose.** These are the Bylaws of Spence Crossing Homeowners Association, Inc. (the "Association"). This Association has been organized for the purpose of administering the affairs of the Association.
- 1.2. **By-Laws Subject to Other Documents.** The provisions of these Bylaws are applicable to said Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the "Articles"), and the Declaration of Covenants, Conditions and Restrictions for Spence Crossing Homeowners Association, Inc. (referred to herein as "Declaration") which will be recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, at the time said property is submitted.
- 1.3. **Applicability.** All Lot Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Property, or any part thereof, are subject to these Bylaws and the documents referred to in Article 1.2 hereof.
- 1.4. **Office.** The office of the Association shall be at the Property or such other place designated by the Board of Directors of the Association.
- 1.5. **Definitions.** All definitions set forth in the Declaration and Exhibits attached hereto are hereby adopted by reference as though set forth herein verbatim.

**ARTICLE II - MEMBERSHIP; VOTING; PROXIES; RULES OF ORDER**

- 2.1 **Qualification of Members, etc.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these Bylaws.
- 2.2. **Corporate or Multiple Ownership of a Lot.** The vote of the owners of a Lot owned by more than one person or by a corporation, except Declarant, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Lot, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose, unless a valid proxy is filed as provided below. In the absence of a certificate, in the event that any person appears at a meeting on behalf of a corporation or multiple owners and such person is not challenged by any co-

owner present or corporate officer, then such person may cast votes as the representative of such Lot at such meeting.

- 2.3. **Voting: Proxy.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.5 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Lot is owned by more than one person or a corporation or other entity, the proxy must be signed by the "Voting Member", or by all the owners of such Lot, or the proper corporate officer. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the lot owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been witnessed by a person who shall sign his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person.
- 2.4. **Voting.** Each Owner, subject to the provisions of Article 2.2 hereof, shall be entitled to cast the number of votes allocated to his Lot. The vote of such Lot shall not be divisible.
- 2.5. **Majority.** Except where otherwise required by the provisions of the Articles, these Bylaws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

### **ARTICLE III - ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

- 3.1. **Annual Meeting.** The first annual meeting of the Members shall be held within one (1) year from the date of closing of the first Lot to a Public Purchaser within the Association and each subsequent regular annual meeting of the members shall be held during the same month each year thereafter.
- 3.2. **Special Meeting.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon any written request of the Members who are entitled to vote one-fourth (1/4) of all the votes outstanding.
- 3.3. **Notice of Meeting: Waiver.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than twenty-one (21) days or more than sixty (60) days prior to the date set for a regular meeting. Such notice shall be given or mailed to each member not less than seven (7) days or more than thirty (30) days prior to a special meeting. If hand delivered, receipt of such notice shall be deemed to be properly given when

deposited in the United States mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association.

- 3.4. **Notice to Others.** The Declarant, for such time as it has not conveyed all of its interest in Spence Crossing, (and Managing Agent, if any) shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Declarant.
- 3.5. **Quorum and Adjournment of Meetings.** The presence at the meeting of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- 3.6. **Chairman.** At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.
- 3.7. **Order of Business.** The order of business at annual members' meetings, and, as far as practical, at any other members' meeting shall be:
  - 3.7.1. Calling of the roll and certifying of proxies;
  - 3.7.2. Proof of notice of meeting or waiver of notice, establishment of quorum;
  - 3.7.3. Reading of minutes;
  - 3.7.4. Reports of Officers;
  - 3.7.5. Reports of Committees;
  - 3.7.6. Election of Inspector of the Election (when so required);
  - 3.7.7. Election of Directors;
  - 3.7.8. Unfinished Business;
  - 3.7.9. New Business;
  - 3.7.10. Adjournment.

## **ARTICLE IV - BOARD OF DIRECTORS**

- 4.1. **Management of Association.** The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as "Board") consisting of three persons during the period of Declarant control and not less than five or more than nine persons after the period of Declarant control.
- 4.2. **First Board.** The Board shall, during the period of Declarant's control, consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Declarant and they shall serve until replaced by the Declarant or until their successors are elected.
- 4.2.1. The Declarant shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.
- 4.2.2. "The period of Declarant's control" means the period ending on the earliest of (1) the date when the Declarant and its successors and assigns have sold and assigned three-fourths of the Lots to be developed from the acreage described on Exhibit A to a Public Purchaser, or (2) the date specified by the Declarant in a notice to each Lot Owner that the Declarant is relinquishing rights reserved by the Declarant. Notwithstanding the foregoing, the resignation of all of the members of the Board of Directors at a meeting of the Association shall end the period of Declarant's control.
- 4.3. **Election of Directors.** At the first annual meeting of the Members after transition from the Declarant Board, the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the directors for a three (3) year term. The Board may vote to expand the Board to more than five members.
- 4.4. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting subject to procedural rules adopted by the Board. Such rules shall not be established so as to exclude any Member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who may be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members and shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its

discretion determine, but not less than the number of vacancies that are to be filled.

- 4.5. **Election.** Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- 4.6. **Organizational Meeting.** The organization meeting of a newly elected Board shall be held within ten (10) days of their appointment, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.
- 4.7. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meeting shall be open to all Owners, and notice thereof shall be given by a newsletter or it shall be posted conspicuously on the Property at least three (3) days in advance, except in an emergency.
- 4.8. **Special Meetings.** Special meetings of the Board may be called by the President or any other two officers. Except in an emergency, the notice shall be given as provided in Article 4.7 above and shall state the time, place and purpose of the meeting.
- 4.9. **Waiver.** Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.
- 4.10. **Quorum.** A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these Bylaws of the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes have not attended, (wherever the later percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and

concurring in the minutes thereof shall constitute the presence of such director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

- 4.11. **Presiding Officer.** The presiding officer at directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 4.12. **Resignation and Removal.** A director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the association (excepting the first Board) or upon his default for thirty (30) days of any of the provisions of covenants of the Declaration and Exhibits attached thereto. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or remaining Member of the Board and shall serve for the unexpired term of his predecessor.
- 4.13. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.14. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- 4.15. **Powers and Duties.** The powers and duties of the Association may, subject to the limitations set forth herein and in the Act, be exercised by the Board in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:
  - 4.15.1. To adopt the budget of the Association upon majority vote of the Directors.
  - 4.15.2. To make, levy and collect assessments against members and members' Lots to defray the costs of the and Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
  - 4.15.3. To provide for the maintenance, repair, replacement, operation, improvement and management of the Association property wherever the same is required to be done and accomplished by the Association for the benefit of its members.
  - 4.15.4. It is understood that the assessments must be sufficient to provide for the payment of all anticipated current operating expenses and

for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

- 4.15.5 Upon consent of the membership to administer the reconstruction of improvements after casualty and the further improvements of the property, real and personal.
- 4.15.6. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Areas, real and personal, in the Association, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached hereto.
- 4.15.7. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Association on behalf of the Association, as may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.
- 4.15.8. To contract on behalf of the Association for the management of the Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portion thereof and to ratify and confirm any existing leases or concessions of any part of the Property.
- 4.15.9. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Property.
- 4.15.10. To cause the Association to pay all taxes and assessments of any type which affect any part of the Property, other than Lots (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Lots.
- 4.15.11. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.
- 4.15.12. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Association which is not the specific responsibility of the owners of the separate Lots.

- 4.15.13. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- 4.15.14. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easement, permits, leases, or privileges to any individual or entity, including Non Lot Owners, which affect Common Areas and to alter, add to, relocate or improve Common Areas.
- 4.16. **Authority of First Board.** The undertakings and contracts authorized by the First Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.
- 4.17. **Committees.** The Board may delegate portions of its responsibilities to committees established for that purpose.
- 4.18. **Manner of Collection of Common Expenses.** The provisions of Article V of the Declaration setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

#### **ARTICLE V - OFFICERS**

- 5.1. **Generally** The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association.
- 5.2. **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.
- 5.3. **Vice President.** The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

- 5.4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and servicing of all notices to the members and Directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Directors of President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.
- 5.5. **Treasurer.** The Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

#### **ARTICLE VI - FISCAL MANAGEMENT: ASSESSMENTS: LIENS**

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

- 6.1. **Manner and Notification.** The Board of Directors shall fix and determine the sums necessary to pay all the Common Area expenses, and other fees of the Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. The same shall be assessed against the owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first years (or prorata portion thereof) of the operation of the Property shall be as set forth in a projected budget established by the Declarant as the same may be amended by the Board from time to time.
- 6.2. **Payments of Assessments.** Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Owners in the proportions provided in the Declaration. Said assessments shall be payable, without notice, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A LATE CHARGE AGAINST THE DEFAULTING LOT OWNER OF 10% OF THE AMOUNT OF SUCH ASSESSMENT, AND A LIKE AMOUNT EACH THIRTY DAYS THEREAFTER IF SUCH ASSESSMENT IS NOT PAID. THE PARTIES AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.
- 6.3. **Proposed Budget.** A copy of the proposed one (1) year budget shall be mailed to owners not less than thirty (30) days prior to the Board of Directors meeting at which the budget will be considered together with a notice of the meeting. If the

proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose. Upon adoption, the budget shall be mailed to each owner within thirty days of the date of adoption.

- 6.4. **Depository: Withdrawals.** The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.
- 6.5. **Records.** The Association shall maintain those records and make available written summaries thereof as required by the Property Owners Act and the Declaration. In addition, an audited financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget.
- 6.6. **Fidelity Bonds: Proviso.** Fidelity bonds may be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for the Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.
- 6.7. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year.
- 6.8. **Acceleration of Payment of Installments of Assessments.** If an Owner shall be in default in the payment of an installment upon any assessment, the Board may in its sole discretion accelerate the remaining installments for the current fiscal period. Upon notice thereof to the Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.
- 6.9. **Default in Payment of any Assessment: Lien.** In the event of a default by an Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Act. A defaulting Lot Owner shall be liable for reasonable attorney's fees and for court costs incurred by the Association incident to the collection of such

assessment or enforcement of its lien. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

#### **ARTICLE VII - COMPLIANCE**

- 7.1. **Violation by Member: Remedies.** In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration, these Bylaws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner as a specific item and shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner. In the event of a noncontinuing default making the notice period impractical, the Association may take such punitive action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments. The Association, through its Board of Directors, shall have the power to assess reasonable charges against any Lot Owner for any violation of the instruments or Rules and Regulations by the Owner, his family members, tenants, guests or other witness. Before any such charges may be assessed, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or such other tribunal as may be designated by the Declaration, Bylaws or the Board of Directors. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the address or addresses required for notices meetings. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per diem for any offense of a continuing nature, and shall be treated as an assessment against such Owner's Lot.
- 7.2. **No Waiver.** The failure of the Association or of a Lot Owner to enforce any right, provisions, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.
- 7.3. **Surviving Liability.** Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

## **ARTICLE VIII - LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair the Property, the Association shall not be liable for injury or damage caused by a latent condition in the property nor the injury or damage caused by the elements, or by other natural disaster.

## **ARTICLE IX - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these Bylaws, or with the Act.

## **ARTICLE X - AMENDMENTS TO BYLAWS**

Amendments to Bylaws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

- 10.1. **Proposal.** Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the Directors or by members of the Association having twenty-five percent (25%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.
- 10.2. **Call for Meeting.** Upon any amendment or amendments, these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the membership is required as herein set forth.
- 10.3. **Vote Necessary: Recording.** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66 2/3% of the entire membership of the Board and by an affirmative vote of the members having 66 2/3% of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.
- 10.4. **Corrective Amendments.** The Declarant, during the time the Declarant owns any Lots or Tracts, may make amendments to these Bylaws to correct omissions or errors which amendments shall not adversely modify substantial rights of any Lot owner without such Lot Owner's written consent or make any changes

required by the Veteran's Administration, The Federal Housing Administration or other governmental or quasi-governmental agency in order to make the Lots eligible for mortgage loans under the programs of such agency.

#### **ARTICLE XI - BYLAWS PERTAINING TO USE AND DECORUM**

- 11.1. **Definition.** "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Lots and Use of Common Area.
- 11.2. **Scope: Remedy for Violation.** These Bylaws are reasonably calculated to promote the welfare of the Owners. The violation of such Bylaws shall bar any Owner or his family and invitees from the use of the Common Area, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these Bylaws.
- 11.3. **Rules and Regulations.** The Association may promulgate Rules and Regulations concerning the use of the Property and shall have the dignity of Bylaws.

#### **ARTICLE XII - INDEMNIFICATION**

- 12.1. **Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and Directors, his heirs, executors and administrators, against all loss cost and expenses reasonably incurred by him in connection with any action, suite or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.
- 12.2. **Insurance.** The Association may, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from to time serving, to be named insured.

#### **ARTICLE XIII - OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES**

- 13.1. **Liens and Taxes.** All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All special assessments upon a Lot shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these Bylaws, whichever is sooner.

#### **ARTICLE XIV - CONFLICT**

In the event of any conflict between the Bylaws contained herein, or from time to time amended or adopted, and the Declaration, the Declaration shall prevail.

Dated this 12<sup>th</sup> day of March, 2015.

**SPENCE CROSSING  
HOMEOWNERS ASSOCIATION, INC.**

By: Joyce B. Witt  
President

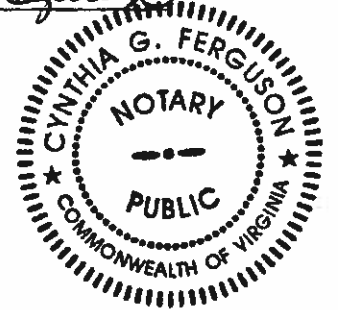
By: Joyce B. Witt  
Secretary

COMMONWEALTH OF VIRGINIA;  
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Joyce B. Witt, as President of Spence Crossing Homeowners Association, Inc., whose name as such is signed to the foregoing writing, has acknowledged the same before me this 12th day of March, 2015.

Cynthia G. Ferguson  
Notary Public

My Commission Expires: 1-31-17  
Notary Registration Number: 197430



COMMONWEALTH OF VIRGINIA;  
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Joyce B. Witt, as Secretary of Spence Crossing Homeowners Association, Inc., whose name as such is signed to the foregoing writing, has acknowledged the same before me this 12th day of March 2015.

Cynthia G. Ferguson  
Notary Public

My Commission Expires: 1-31-17  
Notary Registration Number: 197430

H:\HRS\ASSOCIATIONS\SPENCE CROSSING\BYLAWS - HRS 8-13-14.doc

