

Bylaws
Hunters Creek Homes Inc.

Order: MSFM3HDY4
Address: 401 Cavendish St Lot 113
Order Date: 08-15-2025
Document not for resale
HomeWiseDocs

Amended Bylaws

Article I (Name and Location)
Article II Definitions
Article III Membership
Article IV Property Rights: Rights of Enjoyment
Article V Board of Directors: Selection: Term of Office
Article VI Meetings of Directors
Article VII Nomination and Election of Directors
Article VIII Powers and Duties of the Board of Directors
Article IX Committees
Article X Voting Rights
Article XI Meetings of Members
Article XII Officers and Their Duties
Article XIII Assessments
Article XIV Annexation
Article XV Books and Records
Article XVI Corporate Seal
Article XVII Amendments
Article XVIII FHA/VA Approval
Article XIX Miscellaneous

This is a copy of the By-laws of Hunters Creek Homes Association, as amended and filed with the Fairfax County Land Office December 16, 1976 and as amended August 23, 2001

Article I (Name and Location)

NAME AND LOCATION. The name of the corporation is HUNTERS CREEK HOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4084 University Drive, Fairfax, Virginia, but meeting of members and directors may be held at such places within the State of Virginia, County of Fairfax, as may be designated by the Board of Directors.

Article II Definitions

Section 1. "Association" shall mean and refer to Hunters Creek Homes Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to all real property which, from time to time, may be brought within the jurisdiction of the Association.

Section 3. "Recreation Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any residential lot which is subject to the Covenants and Restrictions for Hunters Creek in Sections One, Two and Three, Hunters Creek, as the same may from time to time be dedicated, platted and recorded among the Fairfax County, Virginia, land records.

Section 5. "Dedication" shall mean and refer to the Deed of Dedication and Subdivision applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Article III Membership

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot which is subject to the Covenants and Restrictions for Hunters Creek as the same may from time to time be dedicated, platted and recorded among the Fairfax County, Virginia, land records, shall be a Class A

Order: MSPM3HDY4
Address: 401 Cavendish St Lot 113
Order Date: 08-15-2025
Document not for resale
HomeWiseDocs

member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Recreational Area and recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Recreational Area and facilities.

Article IV Property Rights: Rights of Enjoyment

Every member shall be entitled to the use and enjoyment of the Recreational Area and facilities as provided in the Dedication, subject to the following provisions:

- A. The right of the Association to limit the number of guests of members;
- B. The right of the Association to charge reasonable admission and other fees for the use of the Recreational Area or facilities situated upon the Recreational Area;
- C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Recreational Area and facilities and in aid thereof to mortgage said property and to acquire property encumbered by deed or deeds of trust securing improvements on said property;
- D. The right of the Association to suspend the voting rights and right to use of the Recreational Area and recreational facilities by a member for any period during which any assessment remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- E. The right of the Association at any time or upon dissolution to dedicate or transfer, subject to approval of the appropriate authorities of the Town of Herndon, Virginia, all or any part of the Recreational Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A and Class B membership, respectively, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- F. The right of the Association at any time to lease all or any part of the Recreational Area upon whatever terms and conditions it deems appropriate.
- G. Any member may delegate his rights of enjoyment of the Recreational Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee, are subject to suspension to the same extent as those of the member.

Article V Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and as the term of such directors expire new directors shall be elected for terms of three years.

Section 3. Removal. Any directors may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. 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.

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

Article VI Meetings of Directors

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and 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, to 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. Such nominations may be made from among members or non-members.

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

Article VIII Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

- (a) To adopt and publish rules and regulations governing the use of the Recreational Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Deed of Dedication and Subdivision, Deed of Conveyance, and Deed of Release dated August 29, 1973, and recorded in Deed Book 3911, at page 53, among the land records of Fairfax County, Virginia, and by Deed of Resubdivision, Dedication and Subdivision, Deed of Conveyance and Deed of Release dated September 23, 1976.
- (c) To 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; and
- (d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To fix the amount of the annual assessments against each member at least thirty (30) days in advance of annual assessment period, as hereinafter provided in Article XII;

- (d) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (e) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (h) To cause the Recreational Area and facilities to be maintained.

Article IX Committees

Section 1. The Association shall appoint an Architectural Control Committee for Class A members only as provided in the Dedication; and shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties and shall perform such other functions as the Board, in its discretion, determines;
- (c) A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and
- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

Article X Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Class B members. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be Otis D. Coston, Jr. and Gordon V. Smith, Trustees, or their successors or assigns, who shall be entitled to three (3) votes for each lot in which they hold the interest required for membership by Article III, provided that the Class B membership shall cease and a Class A membership with one (1) vote for each lot in which it holds an interest shall be issued on the happening of either of the following events^[1], whichever occurs earlier:

1. When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B membership; or
2. On January 1, 1981.

Order: MSFM3HDY4
 Address: 401 Cavendish St Lot 113
 Order Date: 08-15-2025
 Document not for resale
 HomeWiseDocs

Article XI Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held in the month of October at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at such meeting, the members entitled to vote thereat shall have power to adjourn the meeting and call another meeting to be held no less than two days nor more than thirty days after the scheduled meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article XII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 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.

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Order: MSFM3HDY4
Address: 401 Cavendish St Lot 113
Order Date: 08-15-2025
Document not for resale
HomeWiseDocs

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

Treasurer

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

Article XIII Assessments

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Lots, and in particular, for the improvement, maintenance and services relating to the Recreational Area and facilities, including trash service, snow removal and maintenance of all Properties not conveyed to the Town of Herndon; it being understood that the Town of Herndon does not provide such services to these properties.

Section 2. Creation of the Lien and Personal Obligation.

- (a) Each member, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association, (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien, upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.
- (b) By the voting consent of Class A members, further assessments may be levied against Class A members for improvements, maintenance and services related to the use and enjoyment of lots of Hunters Creek in accord with the terms and provisions as set forth in this Article.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment for the Recreational Area and facilities shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) for Class A members. The Class B member shall pay FIVE DOLLARS (\$5.00) per year assessment on each recorded Lot until such time as the dwellings or improvements have been occupied, at which time the Class B member shall pay One Hundred Percent (100%) of the regular monthly assessments until the Lot is conveyed.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the year ending the preceding July 1.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than

Order: MSFM3HDY4

Address: 401 Cavendish St Lot 113

Order Date: 08-15-2025

Document not for resale

HomeWiseDocs

thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

- (c) After consideration of current maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Recreational Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Class A members.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) day following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots, except as provided in Section 3, on the first day of the month following the conveyance of the first Lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject thereto. The monthly due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees if any such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a decree of foreclosure under any mortgage or deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter become due or from the lien thereof.

Section 10. Exempt Property. The following property shall be exempt from the assessments created herein: (a) all Properties dedicated to and accepted by a local public authority; (b) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia; however, no Lot utilized for dwelling purposes shall be exempt from payments of assessments.

Article XIV Annexation

Additional residential property, recreational areas or common areas may be annexed to the Properties by OTIS D. COSTON, JR. and GORDON V. SMITH, TRUSTEES, or their successors or assigns without the consent of

the other members until September 1, 1979; provided, however, that the right to annexation of additional property to the Properties shall be limited to that certain tract or parcel of land being more particularly described in a certain Deed of Conveyance dated March 12, 1970 to James B. Lockwood, Jr. and Phillip B. Shalloway, and recorded in Deed Book 3280, at page 547, in the land records of Fairfax County, Virginia and containing 10.1129 acres, more or less; and thereafter, with the consent of TWO-THIRDS (2/3) of the votes, in person or by proxy, entitled to be cast by the entire membership.

Article XV Books and Records

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

Article XVI Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Hunters Creek Homes Association, a Virginia Corporation.

Article XVII Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Dedication and these By-Laws, the Dedication shall control.

Article XVIII FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of these By-Laws.

Article XIX Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.