

BYLAWS

Bennett's Creek Landing Homeowners Association

**BENNETT'S CREEK LANDING HOMEOWNER'S ASSOCIATION, INC.
BYLAWS**

**ARTICLE I
LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at 106 Club Road, Suffolk, Virginia 23435 or at such other place or places as the Directors may from time to time designate by amendments hereto.

**ARTICLE II
DEFINITIONS**

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions as set forth in the Declaration of Covenants and Restrictions and Guidelines for Construction for Bennett's Creek Landing, as the same may from time to time be amended, duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia. All words and terms capitalized in these Bylaws shall have the same meaning as they have in the Declaration.

Section 2. "Association" shall mean and refer to BENNETT'S CREEK LANDING HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 3. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of the Declaration.

Section 4. "Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members. The Marina is not considered a portion or part of the Common Area.

Section 5. "Living Unit" shall mean and refer to a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area and heretofore defined.

Section 7. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security of the performance of an obligation. By requirement of the Declaration, all Owners are Members of the Association.

Section 8. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 9. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 10. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

Section 11. "Licensee" shall mean and refer to any person or persons holding legal license to a slip or slips at the Marina.

Section 12. "Marina" shall mean the wooden structure beginning at the walkway leading to the pier area and including the pier and any finger piers. The Association shall clearly mark the Marina boundary.

ARTICLE III MEETINGS OF MEMBERS

Section 1. All meetings of the Members of the Association shall be held at the principal office, or at such other place as shall be stated in a written notice thereof.

Section 2. An annual meeting of the Members of the Association shall be held at a time agreed on by the Board of Directors each year, if not a legal holiday, and if a legal holiday, then on the next business day following.

Section 3. At each annual meeting, there shall be selected, in the manner provided in these Bylaws, a Board of Directors to serve until the next annual meeting.

Section 4. Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote thereat at least ten days prior to the meeting.

Section 5. Special meetings of the Members of the Association, for any purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, or a majority of the Board of Directors, or at the request, in writing, of one-tenth (1/10) of the Members. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting of Members, stating the time, place and object of such Meeting and the specific action to be taken thereat, shall be given to each Member entitled to vote thereat at least ten days before such meeting. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

ARTICLE IV QUORUM, NOTICE AND VOTING

Section 1. Quorum. A Quorum for meetings of the Members shall be the presence of Members in person or by proxy entitled to cast twenty-five percent of the votes of the

Members. If the required quorum is not present at the noticed time to start the meeting, the meeting may be adjourned to another time no sooner than one week nor later than one month from the date the original meeting was called.

Section 2. Notice. Any notice required to be given to Members by the Declaration, the Articles of Incorporation or these Bylaws shall be in writing and a copy of such notice shall be mailed, first class postage prepaid to each Member at the address last appearing on the books of the Association, or supplied by such Member for the purpose of notice, unless the Member has consented in writing to receive notices electronically.

Notice for each Annual Meeting shall be given to Members at least 14 days prior to such meeting. Notice of all other meetings of Members shall be provided to Members at least seven days before such meeting.

Notice of meetings shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 3. Necessary Vote.

When a quorum is present at any meeting of Members, the vote of a majority of Members present, in person or represented-by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 4. Voting in Person or By Proxy.

At all meetings of the Members, each Member having the right to vote shall be entitled to vote, one vote per Lot, in person or by proxy appointed in writing signed by such Member. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof and shall be filed with the Secretary prior to such meeting, provided, however, that unless otherwise stated therein, any such proxy shall automatically become void two (2) months from the date of same. (I have received a question about Proxies: "Can the proxy state that it is only to be used to meet quorum, provided it is signed and dated by owner(s) with a place for them to check it off?" YES, a Proxy can have that option included on the Proxy.

Section 5. Suspension of Voting Rights.

The voting rights of any Member subject to assessments under the Declaration may be suspended by action of the Board of Directors during the period when any such assessment validly levied against such Member remains unpaid, but upon payment of any such assessment, the voting rights and privileges of such Member shall automatically be restored. Such payment must be made at the office of the Association no less than ten days prior to exercise of any vote.

ARTICLE V
BOARD OF DIRECTORS

The number of Directors, their terms of office, and the apportionment of the Board between appointed and elected Directors, if any, the method of their nomination and election, shall be as follows:

There shall be a total of seven (7) Board Members. Two positions shall be eligible for election at the 2012 Annual Meeting; each Board Member elected will serve two (2) year terms each. Three (3) Board Members will be elected at the 2013 Annual Meeting; each Board Member will serve two (2) year terms each. The remaining two (2) Directors shall be the immediate Past President of the Board, and the Marina Representative who is appointed by the Boat Slip Owners.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place and hour and as often as may be fixed from time to time by resolution of the Board.

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 delivered in person, by U.S. Mail or by telephone to each Director.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business for either a regular or a special meeting.

Section 4. Executive Sessions.

All meetings of the Board shall be open to observers, except the President may call the Board into executive session as allowed by Virginia's Property Owners' Association Act. All motions, votes, and decisions for action made by the Board in regular or special meetings shall be recorded in the minutes of the Association.

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 only if an emergency exists such that waiting for a meeting to make such decision will endanger the health, safety and welfare of any resident and/or Association property 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 Directors.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have power to:

(a) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association by law, the Declaration, or any Supplementary Declaration and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(b) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe and document their duties;

(c) Suspend the right to use the Common Areas, including recreational facilities of a Member during any period in which such Member shall be in default for more than 30 days after notice in the payment or any assessment levied by the Association. Such right may also be suspended for Members, after notice and hearing, for a period not to exceed 60 days beyond the time the infraction is remedied for each infraction of the Declaration or the Book of Resolutions;

(d) Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded at the Association's expense as it may deem appropriate;

(e) Cause a lien against any property or slip license for which assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the Member personally obligated to pay the same; and

(f) Enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Articles.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

(a) Cause the Common Areas and Marina to be maintained in good, clean, attractive and sanitary condition, order and repair;

(b) Adopt and publish rules and regulations including fees, if any, governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to include these in the Book of Resolutions;

(c) Cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any Member or his agent and present an annual statement thereof to the Members;

(d) Supervise all officers, agents and employees of the Association and see their duties are properly performed;

(e) Issue, upon demand by any Member, a certificate setting forth whether or not any assessment upon his property or slip has been paid and giving evidence thereof for which a reasonable charge may be made;

(f) Hold a public hearing on the proposed annual budget and approve the annual budget by a majority vote of the Directors;

(g) Annually set the date(s) assessments are due and decide in advance what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due;

(h) Send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

(i) Procure and maintain adequate liability, fidelity, and hazard insurance on property owned by the Association, including the marina structure;

(j) Appoint committees as authorized by Article IX;

(k) Exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VIII **OFFICERS**

Section 1. Enumeration of Officers.

The officers of this Association shall be a president who shall at all times be a member of the Board of Directors, one or more vice-presidents, a secretary, and a treasurer, and such other officers as the Board of Directors 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 after the filing of the Articles of Incorporation and thereafter at the annual meeting of the Directors following each annual meeting of the Members.

Section 3. Term.

The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his or her replacement is duly elected and qualified, unless he/she sooner resigns, is removed, or is otherwise disqualified to serve.

Section 4. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. Multiple Offices.

The offices of President and Treasurer may not be held by the same person, but other offices may be held by one and the same.

Section 6. Duties.

The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors and of the Association; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

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 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; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; send notices to Members as provided in Article IV; 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 cause all moneys of the Association to be deposited in appropriate accounts and disburse therefrom as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts; keep proper books of account; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

ARTICLE IX COMMITTEES

Section 1.

The Board shall appoint such committees it deems appropriate to carrying out its purposes. Article XI, Section 7 addresses the Marina committee.

Section 2. Architectural Review Committee.

Annually the Board shall appoint an Architectural Review Chairman. The Chairman shall appoint two other Members. It shall be the duty of the Committee to review plans for new dwellings, outbuildings, and other structures as well as additions and modifications to existing structures in Bennett's Creek Landing Subdivision and to approve said plans provided that they meet with the spirit of the Declaration of Covenants and Restrictions and Guidelines for Construction in all sections of Bennett's Creek Landing Subdivision.

ARTICLE X FISCALYEAR

The fiscal year of the Association shall begin on the first day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XI COMMON AREA

Section 1. Obligations of the Association.

The Association, subject to the rights of the Members set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, dean, attractive and sanitary condition, order and repair.

Section 2. Members' Rights or Enjoyment.

Subject to the provisions hereof, every Member shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and

every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Members Easements.

The Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests of Members.

(b) The right of the Association to suspend the right of a Member to use any portion of its facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use any portions of its facilities for a period not to exceed sixty (60) days beyond the time the infraction is remedied for any other infraction of the Declaration or the Book of Resolutions which remains uncorrected after the last day of a period established for correction by the Association, such period to be stated in a notice to the Member together with a statement of the infraction complained of and the manner of its correction.

(c) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

Section 4. Delegation of Use.

Any Member may delegate his right of enjoyment of the Common Area and facilities to the members of his family and to his guests subject such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area by Member.

In the event any Common Area is damaged or destroyed by a Member or his tenants or any of their guests, licensees, agents or members of the their families, the Member does hereby authorize the Association to repair such damaged area in a good workmanlike manner in conformity with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association at the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of such Member.

Section 6. Title to Common Area.

Members shall have all the rights and obligations imposed by the Declaration with respect to the Common Area.

ARTICLE XII

MARINA

Section 1. Ownership, Title, and Use.

(a) The Marina Area shall not be considered a Common Area. The Marina shall be used only by Licensees and their invited guests only.

(b) Each Member, after acquisition of a license, shall have the right to be in possession of said boat slip and enjoy the right to use said boat slip and to transfer ownership of his license for the use and enjoyment of said boat slip subject to certain restraints and limitations as set forth herein.

(c) Only Lot Owners in the Bennett's Creek Landing Subdivision shall be entitled to purchase said license to allow for the use and enjoyment of a boat slip at the Marina. A Member may transfer his license to use and enjoy said boat slip to another Member in the Bennett's Creek Landing Subdivision and the transferring Member shall have the right to receive all proceeds from the sale of the license agreement.

(d) Should a Member decide to place his real estate for sale in the Bennett's Creek Landing Subdivision and should that Member also own a license to use a boat slip at the Marina, he shall give notice to the Association of his intentions within five days of signing a listing agreement with a Real Estate broker or otherwise placing his real estate for sale. The Association shall then give notice to all other Members in the Bennett's Creek Landing Subdivision of the selling Member's intentions and to further offer all other Members the right to purchase the license for the use and enjoyment of said slip. This does not preclude the license holder from selling said license to the purchaser of the Seller's home; the Seller's intent shall be made clear to the Association when notification is made. The price for said slip shall be determined by mutual agreement of the Member of the license and the prospective purchaser of said license. If the selling Member cannot agree to the price and terms with a prospective buyer of the license, the selling Member may maintain ownership of the license. Should this event occur, the then non-resident Licensee shall be responsible for paying any and all fees dues or assessments levied on Members by the Association. The non-resident Licensee shall also pay all fees, dues or assessments that pertain solely to the maintenance, modification, or operation of the Marina itself.

(e) The intent of this section shall be that no one other than a property owner or a previous property owner in Bennett's Creek Landing Subdivision own the license for the use and enjoyment of a boat slip.

Section 2. Marina Maintenance and Management.

(a) Licensees shall have the right to form a self-governing organization with the authority to promulgate rules that restrict use and modification of the pier and boat slips. Modification of the pier and boat slips includes, but is not limited to, the addition of dock boxes,

hose reels, bumpers, fenders, finger pier extensions, rod holders, sinks, animal deterrent devices, roofs, awnings, cleats, and mooring whips. Modifications of the pier and boat slips also include the removal and relocation of pilings. Each Licensee shall have one vote in said organization for each license owned.

(b) Licensees of Marina slips shall have the right to place boat lifts in the slips to be maintained by the Licensees at their own expense.

(c) All other maintenance of the Marina slips including common lighting, sewage disposal and other elements common to all of the slips shall be maintained by the Association with individual Licensees paying to said Association an additional supplemental assessment equal to the cost of providing said maintenance.

(d) A Licensee elected by other Licensees shall be selected to serve as a Member of the Board of Directors of this Association. However, notwithstanding any other provision of these Bylaws, the Association shall not have the right to close the said Marina or prohibit its use by its Licensees or unreasonably withhold any maintenance necessary to maintain said Marina.

(e) Members who are not Licensees shall not be responsible for operation and maintenance to include taxes and liability for the Marina.

ARTICLE XIII **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, or (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided, and (4) special assessments. Special assessments for Licensees for the Marina are addressed in Article XI, Section 7.

All such assessments, together with interest thereon and costs of collection thereof shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No Member may waive or otherwise avoid liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Assessments are due thirty (30) days after the billing date, or as maybe changed by the Board of Directors.

Section 2. General Assessment.

(a) **Purpose of Assessment.** The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the

Properties to enhance the environment, and, in particular for the improvement, maintenance and operation of the Common Area and facilities together with such Areas and facilities as may from time to time be designated as future Common Areas.

(b) Basis for Assessment.

(1) **Lots.** All Lots which have been conveyed to a Member other than the Developer shall be assessed at a uniform rate.

(3) **Marina Licenses.** All Marina licenses shall be assessed at a uniform rate.

(c) Annual Assessment.

The Board of Directors shall adopt an annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves and insurance) and an allocation of expenses. A copy of the approved budget shall be mailed to Owners not less than thirty (30) days prior to the start of the new fiscal year. If the proposed budget is not adopted prior to the start of the new fiscal year, 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.

(d) Method of Assessment. By a vote of a majority of the Members of the Board of Directors, the amount of the annual assessment shall be fixed in the manner set forth above which amount shall be sufficient to meet the obligations imposed hereunder and all other obligations created or assumed by the Association with respect to the Properties. The Board of Directors shall set the date(s) such amounts shall become due.

The initial annual assessment on any Lot shall be prorated according to the number of whole months remaining in the fiscal year.

Section 3. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including equipment, fixtures and personal property related thereto. Special assessments may be levied on Licensees in the same manner for similar Marina maintenance.

Section 4. Effect of Nonpayment of Assessments; Remedies of Association.

Any assessments not paid within thirty (30) days after the due date shall be subject to a late fee of \$20.00 for each month the fee is late or unpaid, or such other amount as the Board of Directors may determine from time to time without the need to amend these Bylaws, and may, upon resolution of the Board of Directors, bear interest from the due date at the maximum

contract interest rate provided by law. The lien of the assessments provided for herein, whether or not notice has been placed of record as hereinafter provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any due on a particular Lot. The Association may bring any action at law against any Member personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

Section 5. 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 accelerate the remaining installments for, in its discretion, the balance of the fiscal year. 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.

Section 6. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages.

There shall be a continuing lien upon each of the individual Lots herein or licenses to use and enjoy the Marina, in order to secure the payment of any of the assessments provided under these Bylaws, but such lien shall be at all times subject and subordinate to the property at any time; except that, at such time as the Association places to record a notice of delinquency as to any particular Lot or license at such place as instruments of conveyance and liens are recorded for such Lot or license on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the State of Virginia. Sale or transfer of any Lot or license shall not affect any lien provided for hereunder.

Section 7. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemptions.

Section 8. Annual Budget.

The Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

**ARTICLE XIV
AMENDMENTS**

Section 1.

These Bylaws may be amended:

(a) by a vote of two-thirds of the Directors at any meeting of the Directors duly called for that purpose, provided notice of the meetings and the proposed amendments has been given to the Board and to the Members at least 15 days prior to the meeting, or

(b) at the annual meeting of the Members, by a vote of a majority of the votes of the Members who are voting in person or by proxy.

Section 2.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Article shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Further, these Bylaws, Articles of Incorporation and Declaration are to be interpreted and construed according to the Laws of the Commonwealth of Virginia

The undersigned President of the Association does hereby certify that these Bylaws have been approved by more than two-thirds of the Directors of the Board of Directors so voting at a meeting duly noticed and held for such purpose in accordance with the Original Bylaws, evidenced by their signatures on file with the Association.

EXECUTED on the date first written above by duly authorized officer of the Association.

BENNETT'S CREEK LANDING
HOMEOWNER'S ASSOCIATION, INC.,
a Virginia Nonstock Corporation

By: DAN FORBES 1-8-13
Dan Forbes, President

ATTEST:

Gloria SAGEESE 1-8-13
Gloria Sageese, Secretary