

**BYLAWS OF  
WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is **WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the “*Association*” The principal office of the corporation shall be located at c/o Wayne Moore, Attorney at Law, 606 Thimble Shoals Boulevard Building A, Suite 3, Newport News, Virginia 23606-4510, but meetings of members and directors may be held at such places within the State of Virginia, Yorktown, County of York as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. “*Association*” shall mean and refer to **WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. “*Properties*” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 3. “*Common Area*” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. “*Lot*” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. “*Owner*” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those have such interest merely as security for the performance of an obligation.

Section 6. “*Declarant*” shall mean and refer to **WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "*Declaration*" shall mean and refer to the Declaration of Covenants Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court for the County of York, Virginia.

Section 8. "*Member*" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

Section 1. Annual Meetings. The annual meeting will be held the third week in May at a date and time prescribed by the board at least 30 days in advance. The location will be announced by communication described in Section 3, below. 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 anytime 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 Class A 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, one-tenth (1/10) of the votes of each class 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 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.

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 IV

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, who must be members of the Association.

~~Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.~~

**See 2020 Amendment**

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority 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, or approval obtained by email, of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### **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 and such appointment shall be announced at each 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.

Section 2. Election. Election to 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 VI**

### **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. ~~Regular meetings of the Board of Directors shall be held monthly at such date, place and hour as may be fixed from time to time by resolution of the Board.~~ **See 2020 Amendment** 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**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction

thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

(D) 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

(E) 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 to:

(A) 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 Class A members who are entitled to vote;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed:

(C) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting

forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. The fee is set at \$25.00. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(G) Cause the Common Area to be maintained.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. 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 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 by appointment by the Board. The officer appointed 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 may sign all checks and promissory notes.

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. He shall also be authorized to sign any legal paperwork and may sign all checks and promissory notes, in the absence of the President.

SECRETARY

(C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and 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; keep proper books of account; cause an audit of the Association books to be made by a public accountant as deemed necessary by the board; 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, upon request by the member.

## ARTICLE IX

### *ARCHITECTURAL CONTROL*

*Section 1. Architectural Control. The Association shall appoint an Architectural Control Committee, as provided in the "Declaration of Restrictions for Winterfield". The number of members, the method of their appointment or election and their duties and powers shall be as set forth as indicated below. The provisions of these Bylaws governing meetings, action without a meeting, notice and waiver of notice and quorum and voting of the Board of Directors shall apply to the Architectural Control Committee, as well. The ACC shall be composed of three persons appointed by the Board of Directors of the Association. The Board of Directors may appoint one alternate member to the ACC, which alternate member may vote only in the absence of a regular member.*

*Section 2. Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot, including any site work in preparation therefore, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, each Owner shall submit to the ACC a completed application on the form provided by the ACC (the "Application"), a proposed construction schedule and at least three sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the ACC): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or the guidelines adopted by the ACC, (ii) as to Improvements initially constructed on a Lot, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, and (v) a tree protection plan and such other information as the ACC in its discretion*



*shall require (collectively, the 'Plans'). The ACC may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The ACC shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items. The Application, Plans and the proposed construction schedule must be submitted to the ACC at the address of the Association. If the ACC shall fail to act upon any Application submitted to it within thirty (30) days after its receipt of a complete Application, Plans and proposed construction schedule, such Application shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after its receipt of such complete Application, Plans and construction schedule, then such Application, Plans and construction schedule shall be deemed to have been approved as submitted and no further action shall be required; provided, however, that such failure to act by the Board of Directors shall not relieve the Owner of the obligation of complying with the architectural standards, covenants, design guidelines and rules and regulations set forth herein or adopted in accordance herewith in connection with the proposed action which was the subject of the Application, Plans and construction schedule or with the Design Guidelines.*

*Section 3. Consultation with Architects. etc.: Administrative Fee. In connection with the discharge of its responsibilities, the ACC may engage or consult with architects, engineers, planners, surveyors, attorneys, and others. Any person seeking the approval of the ACC agrees to pay all fees thus incurred by the ACC and further agrees to pay an administrative fee to the ACC in such amount as the ACC may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the ACC of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the ACC's estimate of such fees.*

*Section 4. Approval of Plans. The ACC shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto, or the Design Guidelines. In all other respects, the ACC may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot.*

*Section 5. No Structures to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, unless the Application, Plans and construction schedule therefore have been approved by the ACC. After the Application, Plans and construction schedule therefore have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the ACC.*

*Section 6. Guidelines May Be Established. The ACC may, subject to the approval of the Board of Directors, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. Such guidelines may supplement, but not conflict with, the Design Guidelines, and may include, without limitation, uniform standards for signage, fencing, mailboxes and mailbox supports. However, nothing contained in this Declaration shall require the ACC to approve the Plans for Improvements on a Lot on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the ACC for another Lot.*

*Section 7. Limitation of Liability. The approval by the ACC of any Plans, and any requirement by the ACC that the Plans be modified, shall not constitute a warranty or representation by the ACC of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the ACC shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the ACC have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the ACC's approval, disapproval or conditional approval of any Plans.*

*Section 8. Architectural Requirements and Restrictions. The ACC shall prepare and make available*

*for the membership, a guide including a consolidated list of Architectural Requirements and Restrictions, consistent with restrictions and requirements presented in the “Declaration of Restrictions for Winterfield” and the association’s ByLaws, which all members shall comply with.*

*Section 9. Satellite Receiver Antennae. Satellite receiver antennae may be installed in accordance with Federal legislation. An antennae may be installed on the primary dwelling structure only if siting and installation off the structure is not possible and practical. These antennae shall be installed in a location which minimizes viewing from streets and adjacent properties.*

*Section 10. As indicated in the “Declaration of Restrictions for Winterfield” the homes in the subdivision were developed to generally conform to traditional, colonial, or transitional styles. As such, only exterior color schemes which comply these styles shall be used. Representative color schemes will be included in the guide identified in Section 7, above.*

*Section 11. Other Responsibilities of ACC. In addition to the responsibilities and authority provided in this Article IX, the ACC shall have such other rights, authority and responsibilities as may be provided elsewhere in the Declaration, in any Supplemental Declaration and in the Bylaws.*

## **ARTICLE X**

### **NOMINATING COMMITTEE**

The Association shall appoint a Nominating Committee, as provided in these ByLaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE XI**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable hours by appointment or during scheduled board meetings, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the ByLaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost (\$25.00).

## **ARTICLE XII**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the 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 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

### **ARTICLE XIII**

#### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

**WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**

### **ARTICLE XIV**

#### **AMENDMENTS**

Section 1. These ByLaws 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of a conflict between the Articles of Incorporation and these ByLaws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control.

### **ARTICLE XV**

#### **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.

IN WITNESS WHEREOF, we, being all of the directors of **WINTERFIELD HOMEOWNERS**

ASSOCIATION, INC. have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of **WINTERFIELD HOMEOWNERS ASSOCIATION INC.** a Virginia corporation, and THAT the foregoing ByLaws constitute the original ByLaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

IN WITNESS *WHEREOF*, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Secretary

These bylaws were approved by a unanimous vote of all members present at the Annual Membership Meeting held May 12, 2009.

EXTRACT FROM

WINTERFIELD HOMEOWNERS ASSOCIATION  
GENERAL MEMBERSHIP MEETING MINUTES  
MAY 21, 2020

New Business:

Change in Bylaws: Two amendments to the by-laws were proposed. The first was a change to Article IV to correct a statement about the number of directors to be elected at each annual meeting. The second was to Article VI, which changed the meeting requirement for the Board of Directors to quarterly instead of monthly. A motion was made to accept the amendments. The motion passed unanimously. Text of amendments follows.

A true extract:



Leonard Payne  
WHOA President

**Text of Amendments:**

Corrective amendment to Article IV (Board of Directors), Section 2

*Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years. Should the Board be made up of more than three (3) members, each member shall serve for a term of three years.*

Amendment to Article VI (Meetings of Directors), Section 1

*Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such date, place and hour as may be fixed from time to time by resolution of the Board.*