

Queens Lake Community Association, Inc. Bylaws

Approved November 15 2022

ARTICLE 1 Name

The name of the Corporation shall be the Queens Lake Community Association, Inc. (the Association).

ARTICLE II Purposes

The purposes of the Queens Lake Community Association, Inc. shall include:

- (a) providing an organization to support the community interests of the Shareholders, including preservation of the natural beauty and other assets of the area, and to promote a sense of community;
- (b) supervising, controlling and operating the activities and facilities of the Association on a not-for-profit basis and providing for the enforcement of rules and regulations concerning the use thereof;
- (c) upholding compliance with deed covenants of record in the Clerk's Office of the Circuit Court of York County, Virginia; and
- (d) representing the Association in dealings with others as to matters of community interest.

ARTICLE III Definitions

Section 1. Queens Lake Community. The Queens Lake Community consists of Property on the following streets: Allendale Place, Bowstring Drive, Cambridge Lane, Charles River Landing Road, Copse Way, Crown Court, Dennis Drive, East Queens Drive, Friars Court, Greenwood Drive, Holcomb Drive, Holloway Drive, Horseshoe Drive, Hunter Lane, Huntingdon Road, King Richard Court, Kings Court, Lakeshead Drive from Interstate 64 to Allendale Place, Little John Road, Maid Marion Place, Montague Circle, North Will Scarlet Lane, Nottingham Road, Old Glory Court, Point Laurel Place, Prince Charles Road, Princess Place, Ringfinger Court, Saxon Road, Sheriffs Place, Sherwood Drive, Shoreham Lane, Sixpence Court, Spur Court, Valor Court, West Queens Drive from Interstate 64 to East Queens Drive, Will Scarlet Lane and Willoughby Drive.

Section 2. Common Area.

- (a) Property within Queens Lake Community which is owned by the Association including: pools; tennis courts; marina; a playground and surrounding open spaces; clubhouse; Queens Lake, Princess Pond, the earthen dam between Queens Lake and Princess Pond, and the earthen dam, and spillway at the east end of Queens Lake; the access to Queen Creek at 184A Dennis Drive; two accesses to Queens Lake at 161 and 227A West Queens Drive; a parking area at 230A West Queens Drive; an undeveloped access to Queens Lake between 107 and 109 Horseshoe Drive; and other properties, as well as fixtures, personal property and equipment related thereto, operated for the benefit of its Members.
- (b) Common areas shall also include easements which benefit Members of the Association; such as the boat accesses between 139 and 141 Little John Road and 124 and 126 Will Scarlet Lane.

Section 3. Deeded Property. A Queens Lake Property with a recorded deed restriction that requires its owners to be Members in Good Standing of the Association.

Section 4. Traditional Property. A Queens Lake Property that does not carry a deed restriction requiring its owners to be Members of the Association.

Section 5. Property Owner.

- (a) An individual or joint owner of record of a Queens Lake Property.
- (b) A trustee or co-trustee of a trust that owns a Queens Lake Property.
- (c) A person authorized to act on behalf of a corporation, partnership, or other entity that owns a Queens Lake Property.

Section 6. Shareholder. A Property Owner who individually or jointly has been issued a share of stock in the Corporation.

Section 7. Membership.

- (a) **Member.** A Shareholder or an adult resident of a Queens Lake Property occupied by a Shareholder. If the Shareholder leaves the residence, the remaining members of the Household may retain Membership in the Association as long as the Shareholder is in Good Standing.
 - (1) **Deeded Member.** A Member whose Property is a Deeded Property.
 - (2) **Traditional Member.** A Member whose Property is a Traditional Property.
- (b) **Associate Member.** An adult occupant of a Queens Lake Property, not the principal residence of any of its owners, who is named on an approved Associate Membership application.
- (c) **Limited Member.** An adult who is neither a Queens Lake Property Owner nor a Queens Lake resident and who has been approved for use of an Association facility .

Section 8. Household. All persons who reside with any member.

Section 9. Adult. A person twenty-one (21) or older.

Section 10. In Good Standing. The term used to indicate that all required fees and dues have been satisfied and that there are no other financial obligations to the Association of more than sixty (60) days past due.

Section 11. Expenses.

- (a) **Operations and Maintenance.** Expenses for the day-to-day operation of the Association (salaries, services, insurance, taxes, supplies, legal fees, etc.). Also, any expense less than \$1,000 or for items of repair or replacement having a lifetime of less than five (5) years.
- (b) **Capital Replacement.** Expenses more than \$1,000 and for items of repair or replacement of existing assets having an expected lifetime of more than five (5) years.
- (c) **Capital Improvement.** Expenses more than \$1,000 to provide a significant increase in capacity for existing activities, new facilities, or new construction in connection with new activities.

**ARTICLE IV
Membership**

Section 1. Application for Membership.

- (a) **Deeded and Traditional Memberships.** Application for Deeded and Traditional Memberships shall be made on forms provided by the Association. The application shall be reviewed, approved and recorded if the requirements for the particular class of membership are met and all required dues and fees are paid. If the application is for a new Deeded Membership, it must be accompanied by a completed Deed Restriction Document, available from the Association, which has been signed by the Property Owner(s) in the presence of a notary public and will be recorded with the county.
- (b) **Associate Membership.** Application for an Associate Membership shall be made on forms provided by the Association. If the owners of the Property have been issued a share of stock in the Association for the Property and maintenance dues are current, no further dues are required to be paid; otherwise the application must be accompanied by a onetime Associate Membership Fee established by the Board of Directors and dues equal to the annual amount paid by Traditional Members. The Office Manager shall review the application and approve the membership if all requirements are met.
- (c) **Limited Membership.** Applications for Limited Membership shall be made annually on forms provided by the Association. Action on the application shall be taken by the appropriate Committee responsible for the activity or facility.

Section 3. Application for Transfer of Membership.

- (a) **Deeded Membership.** If a Deeded Property is sold, inherited, or transferred by gift, the new owner(s) must apply for a transfer of Deeded Membership on a form provided by the Association and submit it to the Association with the applicable Membership Transfer Fee if not already paid at settlement. The application shall be reviewed and approved if all requirements are met.
- (b) **Traditional Membership.** If a Traditional Property is inherited, the new owner(s) may apply for a transfer of Traditional Membership on a form provided by the Association and submit it to the Association with the applicable Membership Transfer Fee or convert to a deeded membership. The application shall be reviewed and approved if all requirements are met.
- (c) **Associate and Limited Memberships.** Associate and Limited Memberships are not transferable.

Section 4. Termination of Membership.

- (a) **Deeded Membership.** Deeded Memberships may not be terminated.
- (b) **Traditional Membership.** Traditional Memberships shall terminate only when no original Property Owner or subsequent beneficiary holds title to the Queens Lake Property upon which it was based.
- (c) **Associate Membership.** An Associate Membership shall terminate when no original applicant occupies the Queens Lake Property upon which its approval was based or the occupant falls in arrears in payment of Annual Community Maintenance Dues for that property by more than six months.

Section 5. Conversion of Membership. A Traditional Membership may be converted at any time to a Deeded Membership through the execution of a Deed Restriction Document prepared by the Association as per Article IV, Section 1(a). If the Traditional Membership is not in Good Standing, the payment of pro-rated deeded dues for the balance of the current year shall be required plus any other financial obligations to the Association as per Article III, Section 10.

Section 6. Privileges.

- (a) Deeded, Traditional and Associate Members in Good Standing and their Households are eligible to join in the activities of the Association and to use the Common Area according to the rules of the Association which shall apply to such members and upon payment of any applicable fees. Guest(s) must be accompanied by a member of the Member's Household when joining in Association activities or using the Common Area unless an exception has been obtained in advance from the committee responsible for that area.
- (b) No more than one Household shall use a single share of stock as the basis for privileges

Section 7. Suspension of Privileges.

- (a) In case of infraction of the Bylaws or rules of the Association (including, without limitation, the Association's rules applicable to individual facilities) the Board of Directors may suspend any or all privileges of any person of the Household of any Member for a period of time deemed appropriate by the Board. The Member shall be given fourteen (14) days' notice of the meeting at which the suspension is to be considered and shall have the right to be present at such meeting or to be represented there and to be heard.
- (b) Privileges to use the Common Area shall be withdrawn from a Member or Associate Member no longer in Good Standing. After a period of six (6) months from payment due date they shall be so notified in writing by certified mail with return receipt. Deeded Shareholders shall also be notified that it is the intention of the Board to initiate collection proceedings in accordance with the property's Deed Restriction and the law of the Commonwealth of Virginia.

Section 8. Reinstatement of Privileges.

- (a) A Deeded Member will be reinstated to Good Standing upon payment of all past dues plus costs as per the Deed Restriction Document as well as any other financial obligations to the Association as per Article III, Section 10.
- (b) A Traditional Member will be reinstated to Good Standing upon one of the following
 - Payment in full of all past dues and fees.
 - Reenter as a traditional member and pay all required fees
 - Reenter as deeded with waiver of stock fee

ARTICLE V
Board of Directors

Section 1. Composition. The Board of Directors shall consist of not fewer than nine (9) Members in Good Standing. The exact number of directors shall be determined by the Board of Directors prior to the call for nominees.

Section 2. Election and Term.

- (a) Members of the Board shall be elected by the Shareholders at the Annual Meeting for a term of two (2) years and until their successors are duly elected and installed. No member of the Board shall serve in more than two elected consecutive terms. Newly elected members of the Board shall take office immediately following the Annual Meeting of the Association.
- (b) No two members of the same Household may serve on the Board of Directors at the same time.
- (c) Any vacancy occurring on the Board shall be filled until the next Annual Meeting of the Association by a majority vote of the remaining members of the Board and promptly communicated to the Shareholders.
- (d) Members of the Board of Directors who accumulate three (3) absences during any calendar year shall automatically forfeit their office as of the close of business of the meeting constituting the third absence. Such forfeiture shall be considered a resignation and the vacancy filled as indicated in section (c).

Section 3. Recall. Any member of the Board of Directors may be removed with or without cause by a majority of votes cast at a Special Meeting of Shareholders called for that purpose.

Section 4. Duties and Powers.

- (a) The Board of Directors shall supervise the Association property, activities, facilities and funds as specified in the Association Bylaws and Articles of Incorporation. This authority may be delegated by the Board to Committees or to contracted professionals as hereinafter set forth.
- (b) At the Annual Meeting of the Association the Board shall present a report approved by the majority of the Directors setting forth a review of the operations during the year, and a review of the financial plans for the following year. The foregoing shall precede any new business.
- (c) The Board shall be responsible for maintaining an Association Office in the Clubhouse to maintain permanent custody of books and records.

Section 5. Meetings.

- (a) There shall be at least ten (10) regular meetings of the Board annually. The President may call special meetings of the Board as needed and shall call a special meeting upon the written request of three (3) members of the Board.
- (b) Within two (2) weeks after the Annual Meeting at which election of Directors is effected, the outgoing President shall call and hold an organizational meeting of the new Board.
- (c) All meetings of the Board are open to all Members in Good Standing. Upon a motion of the Board, the Board may go into Executive Session.
- (d) Directors must be physically present to attend a meeting of the Board.

Section 6. Quorum. A majority of the voting members of the Board shall constitute a quorum.

ARTICLE VI
Corporate Officers

Section 1. Elected Board Officers. A President and Vice-President shall be elected by a majority of the Board from among their number at the organizational meeting and shall hold office for one (1) year and until their successors are duly elected and installed.

Section 2. President. The President shall be the chief executive officer and shall be responsible for the operation of the Association under its Articles of Incorporation and Bylaws, signing all contracts and legal documents, and, together with the Treasurer, shall sign any notes for borrowed money. The President shall preside at all meetings of the Association and the Board of Directors. The President shall assign duties to members of the Board and shall perform such other duties as may be designated by the Board.

Section 3. Vice-President. The Vice-President shall, in the event of the absence, disability or death of the President, assume all the powers and perform all the duties of that office until such time as the Board of Directors shall elect one of its members to fill the vacancy. The Vice-President shall perform such other duties as the President and the Board may designate.

Section 4. Appointed Officers. The Board shall appoint a Secretary and a Treasurer, hire a Legal Consultant and other staff as deemed necessary for terms renewable annually at the organizational meeting. Appointees and hired consultants may not be a board member. Duties and responsibilities shall be assigned as appropriate.

- (a) **Secretary.** The Secretary shall be the recording officer for the Board of Directors, keeping and distributing minutes and agendas for all meetings of the Board as directed by the Board. In addition, the Secretary shall perform such other duties as the President and the Board may designate.
- (b) **Treasurer.** The Treasurer shall be responsible for the collection, receipt, and custody of all monies due, shall see to their deposit in a bank designated by the Board of Directors, and shall be responsible for their disbursement as authorized by the Board. The Treasurer shall maintain adequate financial records and present regular statements to the Board. The Treasurer shall surrender copies of all books and materials necessary to be audited or reviewed each year. In addition, the Treasurer shall perform such other duties as the President and Board may designate.

Section 5. Legal Consultant. The Legal Consultant shall, upon request, advise the Board on all contracts, obligations and other legal matters. The Legal Consultant shall represent the Board as necessary or recommend appropriate legal counsel to do so.

ARTICLE VII Financial Administration

Section 1. Fiscal Year. The fiscal year of the Association shall commence on January 1.

Section 2. Fees.

- (a) **Stock Purchase Fee.** An applicant for Traditional or new Deeded Membership shall pay to the Association a Stock Purchase Fee, the amount of which shall be recommended by the Board of Directors and approved by a majority vote of Shareholders at a meeting.
- (b) **Membership Transfer Fee.** An applicant for Transfer of Membership shall pay to the Association a Membership Transfer Fee, the amount of which shall have been determined by the Board of Directors.
- (c) **Associate Membership Fee.** An applicant for Associate Membership shall pay an Associate Membership Fee established by the Board of Directors if the owner of the Property is not a Shareholder in Good Standing of the Association.
- (d) **Facility Fees.** Fees for the use of Association facilities or for participation in Association activities by all members and guests shall be established by the Board of Directors. The proposed change or new fee must be communicated in detail to membership two weeks prior to the next board meeting at which it is to be considered.

Section 3. Annual Community Maintenance Dues.

- (a) Deeded, Traditional and Associate Members shall pay Annual Community Maintenance Dues in an amount recommended by the Board of Directors and approved by a majority of Shareholders voting in person or by proxy at the Annual Meeting or at a Special Meeting called for such purpose. Annual Community Maintenance Dues are required for each Property.
- (b) No reduction, abatement or set-off dues shall be claimed or allowed except as may be determined exclusively by uniform policy of the Board of Directors.

Section 4. Reserve Funds. The Association shall maintain the following reserve funds with a minimum balance to be established at the discretion of the Board of Directors:

- (a) **General Capital Replacement Reserve Fund.** To provide for planned Capital Replacement expenses for all activities except the Marina.
- (b) **Marina Capital Replacement Reserve Fund.** To provide for planned Capital Replacement expenses for the Marina.
- (c) **Association Reserve Fund.** To provide for unanticipated expenditures.

Section 5. Marina Fuel Spillage Liability Fund. A cash fund and/or adequate insurance shall be maintained to cover costs of potential legal obligations should a fuel spillage occur at the Marina, and shall be determined by the Board having received recommendations of the Marina Committee.

Section 6. Budgets.

- (a) The Association shall maintain a Capital Replacement Plan based on an at least once every five (5) year analysis of all depreciable assets. The plan shall provide guidance for annual contributions to the General Capital Replacement Reserve Fund and the Marina Capital Replacement Reserve Fund. It shall also provide a guideline schedule for capital replacement projects.
- (b) Annual budgets, revisions and monthly financial statements shall be available for review by the Shareholders of the Association. The Board of Directors shall notify the Shareholders of any material deviations from posted budgets and recommended courses of action.
- (c) Operating revenues generated by any facility shall be retained by that facility for future operating expenses and capital replacement reserves, and be reflected in the Association's reported balance sheet.
- (d) The Board of Directors shall conduct at least one mid-year review of budgets and may amend them in light of facts as to changes in projected revenues, expenditures or operational needs.

Section 7. Donations, Memorials or Gifts. Appropriate accounting shall be maintained for monetary gifts to the Association, and these gifts shall not be used for purposes other than those for which the gift was made without permission from the donor or as permitted by law.

Section 8. Authority for Obligating Funds.

- (a) No officer or agency of the Association is empowered to obligate funds of the Association except as specifically stated as follows:
 - (1) Expenditures authorized by approved budgets.
 - (2) For non-budgeted, immediate needs of existing Association property, the President with four other board members may authorize expenditures of up to \$10,000, or with the approval of a majority of the Board of Directors, this limit may be raised to \$20,000. The President must notify the membership of such action within a day.
 - (3) For non-budgeted expenditures which improve the operation of or extend the usefulness of existing facilities in line with established activities, the Board of Directors by majority vote may authorize the use of up to \$10,000 from the reserves of that facility or from the General Capital Replacement Reserve Fund.
 - (4) Non-budgeted expenditures as outlined in subsections (2) and (3) above which exceed the limits stated must be approved by a majority vote at a meeting of the Shareholders.
- (b) Any Capital Improvement Expenditure together with its funding plan shall be approved by a majority vote at a meeting of the Shareholders.
- (c) Unless previously approved by the Shareholders, neither the Board of Directors nor any officer of the Association shall obligate the Association or borrow funds in excess of the expected operating revenue during the year.

Section 9. Disposition of Property.

- (a) No Association real estate may be sold, leased, transferred by easement or disposed of in any manner without approval of a majority of Shareholders in Good Standing voting at any meeting, providing the proposal is submitted to the Shareholders in writing, and mailed so as to arrive not less than two weeks prior to the meeting.
- (b) No Association personal property valued in excess of \$500 shall be sold, leased or disposed of in any other manner without the approval of a majority of the Board of Directors. Assets so disposed of shall be transferred from Association control only if the Association is reimbursed at fair market value.
- (c) The Association shall not contract or enter any agreement with the county or other governmental agency without approval of a majority of Shareholders in Good Standing voting at any meeting.

ARTICLE VIII
Committees

Section 1. Standing Committees. Standing Committees of the Association shall be: Membership, Finance, Clubhouse, Marina, General Recreation (Playground, Tennis Courts and Ballfield), Swimming Pools, Lake, Community Affairs, Beautification, Maintenance, Queens Lake Day and Communications-

- (a) **Membership Committee.** The Membership Committee shall contact each known new resident of Queens Lake Community, forward a letter of welcome and make other contacts as deemed appropriate, outlining the operations and advantages of the Association.
- (b) **Finance Committee.** The Finance Committee shall have charge of Association finances and shall provide for an audit or review of Association financial records by a Certified Public Accountant or a licensed accounting firm at least once per fiscal year. The Committee shall be responsible for seeing that the Association is adequately insured and that proper tax reports are filed each year. The Committee shall see that a statement of Association finances is presented to Shareholders each year at the Annual Meeting. The Committee shall oversee the development of each year's budget, meeting at least quarterly and inviting representatives of the Facilities Committees to attend the meetings thereby assuring that all Association activities and facilities are adequately funded, and shall provide for proper long-range financial planning.
- (c) **Community Affairs Committee.** The Community Affairs Committee shall develop and recommend to the Board of Directors for approval plans, policies and actions in fields of community interest not within the purview of other Standing Committees, furthering the purposes of the Association. It shall serve as the contact agency of the Association coordinating with County and other governmental and private agencies when needed to further actions in the preceding areas.
- (d) **Beautification Committee.** The Beautification Committee shall plan and coordinate efforts to promote and enhance the beautification of Association property not covered by another Committee and promote the beautification of the Queens Lake Community.
- (e) **Maintenance Committee.** The Maintenance Committee shall be responsible for the maintenance and repair of all common area improvements not covered by another Standing Committee which shall include, but not be limited to, the parking lots at the clubhouse, flag poles, benches, driveways, steps, patios, retaining walls, and drainage affiliated with these areas and signage located on the common areas.
- (f) **Facilities Committees.** Committees shall be established for the necessary planning, regulation, supervision, control and maintenance of the following facilities of the Association:
 - (1) **Clubhouse**
 - (2) **Marina**
 - (3) **General Recreation** (Playground, Tennis Courts and Ballfield)
 - (4) **Swimming Pools**
 - (5) **Lake** (To include Queens Lake, Princess Pond, the dams thereto, the spillway at Queen Creek and the accesses to Queens Lake and Queen Creek.)
- (g) **Queens Lake Day Committee.** The Queens Lake Day Committee shall be responsible for the planning and execution of an annual weekend of family activities at the Queens Lake recreation areas for all residents of Queens Lake. The date of Queens Lake Day shall be determined by the Board of Directors.
- (h) **Communication Committee.** The Communication Committee shall be responsible for the planning and execution of the Queens Lake Association Newsletter, maintenance and oversight of the Queens Lake Website, and such other communication that shall be appropriate for Association functions.

Section 2. Standing Committee Composition Each Committee shall at all times consist of at least three (3) Members in Good Standing, one of whom shall be a Board member assigned by the President. A list of Committee members shall be presented to the Board of Directors and published twice annually. Any change to the committee composition must be communicated to the Board at the next scheduled meeting. Within three months following the Annual Meeting, each Committee shall have an organizational meeting, timely notice of which shall be made. Committee meetings shall be open to all Members in Good Standing. Timely notice of meetings shall be made to shareholders. The Board member shall oversee Committee work, be responsible for submitting a budget annually to the Finance Committee for review prior to Board approval, and either be the Committee chairman or appoint another Committee member as chairman; such appointment must be approved by the Board.

Section 3. Special Committees. The President may appoint other Committees as may be necessary or appropriate with majority approval of the Board.

Section 4. Rules and Regulations. Each Facility Committee shall develop Rules and Regulations as needed to assure proper operation of the Association and shall submit them to the Board of Directors for approval. Rules shall be reviewed annually by the appropriate Committee and any changes approved by the Board. Rules shall be published and made available to all members of the Association. Any Rule or part of the Rules and Regulations may be changed or rescinded by a majority vote of the Shareholders.

Section 5. Reporting. Each Standing Committee must report minutes of their committee meeting at the following Board meeting. Minutes shall include date, time, attendees, actions taken, adopted motions/resolutions and any other important information.

ARTICLE IX Meetings of the Shareholders

Section 1. Annual Meeting. An Annual Meeting shall be held during the month of November at a place and time determined by the Board of Directors and designated in a notice including the meeting agenda sent to each Shareholder's last known address and mailed at least two (2) weeks prior to the meeting.

Section 2. Special Meetings. A Special Meeting may be called by the Board of Directors at any time and shall be called by the President if a petition requesting same is duly signed by ten per cent (10%) of the Shareholders in Good Standing. Written notice stating time, place, reason for the meeting and a summary description of the subjects to be discussed shall be mailed to Shareholders at their last known address at least two (2) weeks prior to the meeting. Any meeting to act on an amendment to the articles of incorporation, a plan of merger, share exchange, domestication, or conversion, a proposed sale of assets or the dissolution of the corporation shall be given not fewer than 25 nor more than 60 days prior to the meeting date.

Section 3. Quorum. Shareholders in Good Standing, present in person or by written proxy, holding thirty-three and one third percent (33-1/3 %) of outstanding shares shall constitute a quorum.

Section 4. Attendance at Meeting. Only Members in Good Standing may attend and address the meeting, unless otherwise specified in the notice of the meeting.

Section 5. Voting Privileges. Only Shareholders in Good Standing may have voting privileges. Only one vote may be cast for each share of stock held.

Section 6. Proxies. Shareholders in Good Standing may vote in person or by proxy. Shareholders entitled to vote may appoint another Shareholder to vote in accordance with the provisions of any written proxy duly authorized by said Shareholder, as provided by law.

ARTICLE X Nominations and Elections

Section 1. Nominations for Directors.

(a) **Nominating Committee.** At least two (2) months prior to the Annual Meeting, the Board of Directors shall appoint a Nominating Committee composed of at least three (3) Shareholders in Good Standing, none of whom shall be members of the Board. No Shareholder shall serve for more than two consecutive years on the Nominating Committee. The Committee shall nominate persons who are Members in Good Standing to serve as Directors in a number at least sufficient to fill the vacancies on the Board.

(b) **Nominations from Shareholders.** At least two (2) months prior to the Annual Meeting, the Board of Directors shall issue a call to the Shareholders-at-large for nominations of persons who are Members in Good Standing to serve as Directors. Such nominations signed by three Shareholders in Good Standing must be received in writing in the Association office by the date specified in the call for Shareholder nominations and shall include a written statement on the part of the nominee expressing his/her willingness to serve.

Section 2. Report of the Nominating Committee. The report of the Nominating Committee listing names and qualifications of persons nominated by the Committee and/or the Shareholders-at-large shall be mailed to each Shareholder as part of the Annual Meeting packet.

Section 3. Elections. Where there is a contest for one or more seats on the Board, voting at the Annual Meeting shall be by secret written ballot and by proxies in hand. The ballots shall be counted by at least two (2) inspectors appointed by the presiding officer. A majority vote of Shareholders in Good Standing voting shall constitute an election.

ARTICLE XI Stock Issuance and Restrictions

Section 1. Only Property Owners are entitled to hold stock in the Corporation.

Section 2. Upon approval of a Membership Application or a Transfer of Membership, the Property Owner named in a Deeded or Traditional Membership shall be issued one (1) share of stock in the Corporation.

Section 3. A Property Owner who owns more than one (1) Queens Lake Property may elect to pay an additional Stock Purchase Fee for each additional Queens Lake Property owned and shall then be issued one (1) share for each Stock Purchase Fee paid.

Section 4. Stock in the Corporation shall not be transferable.

Section 5. If a Shareholder no longer owns any Queens Lake Property, the related stock certificate shall be voided on the books of the Association.

Section 6. Each stock certificate shall have printed thereon a notice to the following effect:

The shares represented hereby are non-transferable except in accordance with the Articles of Incorporation and Bylaws of the Queens Lake Community Association, Inc. as may be hereafter amended.

ARTICLE XII Indemnification Against Liability

The Association shall indemnify to the fullest extent allowed by Virginia law and hold harmless each person who shall serve at any time hereafter as a director or officer of the Association from and against any and all claims and liabilities to which such person shall become subject by reason of having heretofore or hereafter been a director or officer of the Association.

ARTICLE XIII Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

ARTICLE XIV Amendments

Section 1. Amendments. These Bylaws may be amended at any meeting of Shareholders by a two-thirds (2/3) vote of the Shareholders in Good Standing voting, provided the proposed amendments are submitted to the Shareholders in writing, and mailed at least two (2) weeks prior to the meeting.

Section 2. Bylaws Review Committee. The Board of Directors shall appoint a Committee consisting of not less than five (5) Shareholders in Good Standing, no more than one of whom shall be a member of the Board, to review the Bylaws and report to the Shareholders at the Annual Meeting on the results of their review. No more than four years shall elapse between reviews. The review shall be communicated to Shareholders eight (8) weeks prior to the annual meeting.