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**BYLAWS
OF
SKY BRYCE ASSOCIATION, INC.**

As adopted by the Board of Directors 30 November 1996

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For additional details, please contact the Association's Business Office at:

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Amended on 23 September 2005
Amended on 23 October 2009

**BYLAWS
OF
SKY BRYCE ASSOCIATION, INC.**

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**BYLAWS
OF
SKY BRYCE ASSOCIATION, INC.**

Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS.

1.1. Name. The name of the Association is the Sky Bryce Association, Inc. (hereinafter referred to as the "Association"), an incorporated association comprised of Owners of Lots in the Sky Bryce Community.

1.2. Principal Office. The principal office of the Association shall be located in Shenandoah County, Virginia. The Association may have such other offices, either within or outside the Commonwealth of Virginia, as the Board of Directors (hereinafter referred to as the "Board") may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these BYLAWS shall have the same meaning as set forth in the Declaration unless the context or documents provide otherwise.

Article 2. MEETINGS OF THE MEMBERS.

2.1. Membership. The Association shall have one (1) class of Membership, as is more fully set forth in the Declaration. Every person or entity who is an Owner of a fee interest of any Lot included within the Properties shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership. Upon evidence being presented to the Board of ownership of a Lot located within the Properties, the Lot Owner automatically shall be admitted to Membership.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

2.3. Annual Meetings. The annual meeting of the Association shall be held during the month of November each year at a date, place, and time set by the Board. The annual meeting shall be held for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

2.4. Special Meetings. The President may call special meetings and it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of

a majority of the Board or upon a petition signed by Members holding at least twenty-five (25%) percent of the total eligible votes of the Association.

2.5. Notice of Meetings. It shall be the duty of the Secretary to mail or direct to be mailed, postage prepaid, to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the date, time, and place where it is to be held. If an Owner wishes notice to be given at an address other than his Lot, he must designate such other address in writing by notice to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger, sale of assets or dissolution, shall be given not less than twenty-five (25) nor more than sixty (60) days before the meeting. In the case of a special meeting or when required by statute, the purpose of the meeting shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. Notice may also be published in a newspaper or other manner allowed by law.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by a Member of notice of the time, date, and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting or represented by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was scheduled, without notice other than announcement at the meeting. At any reconvened meeting at which a quorum is present, any business

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which might have been transacted at the meeting originally called may be transacted without further notice.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration. Each Member of the Association shall be entitled to:

(a) One vote for each numbered, and recorded residential Lot in the subdivision owned by the Member, and

(b) One vote for a residence, improved and occupied, or available for occupancy on such Lots.

When more than one person owns a Lot and there is a disagreement as to how the vote is to be cast, such vote shall not be counted. Unless a specific percentage is required elsewhere in the Declaration or BYLAWS, all decisions shall be by a Majority vote. Cumulative voting shall not be permitted.

2.9. Suspension of Voting Rights. No Owner shall be eligible to vote or be elected to the Board if;

a) that Owner is delinquent in assessments or charges, or b) the Owner's voting rights have been suspended for violations of the provisions of the Declaration, BYLAWS or rules.

2.10. Proxies. At all meetings of Members and for all authorized and properly constituted actions of the Association, each Member may vote in person, by proxy, consent, ballot or ratification. All proxies shall be in writing, signed by the Owner(s) of record as of the record date selected by the Association, dated and filed with the Secretary before the call for a vote. Unless otherwise provided in the proxy, every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, upon written revocation, presence by the Member at the meeting or upon the expiration of eleven (11) months from the date of the proxy, unless a longer time is specifically set forth in the proxy.

2.11. Quorum. Except as may otherwise be provided in the Declaration, the Owners of Lots to which ten (10%) percent of the eligible votes belong shall constitute a quorum of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.12. Acts of Association. The act of a Majority of the votes cast, in person or by proxy at a meeting or by consent or ratification, provided that a quorum has been obtained, shall constitute the act of the Association unless a greater number or percentage is required by law, the Declaration, Articles of Incorporation, or these BYLAWS.

2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting, if written consent setting forth the action so taken shall be signed by a Majority of Members entitled to vote. Votes also may be taken by mail ballot or ratification, in which case, a majority of a quorum shall be sufficient to approve the action to be decided.

2.14. Conduct of Meetings. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Virginia law, the Articles of Incorporation, the Declaration, these BYLAWS or resolution of the Board.

Article 3. BOARD OF DIRECTORS: NUMBER, QUALIFICATIONS, MEETINGS.

3.1. Governing Body; Composition and Qualifications.

The affairs of the Association shall be governed by a Board who must be Members of the Association. No two or more persons from one Lot may serve on the Board at the same time. No Member may be elected to the Board or continue to serve who is delinquent in assessments due to the Association or whose voting rights are suspended for a rules violation. No Director may serve consecutive terms.

3.2. Number of Directors. The Board shall consist of no less than three (3) and no more than nine (9) Members as such number is determined by resolution of the Board prior to the annual meeting. No resolution shall terminate the position of an existing Board Member prior to the expiration of his term.

3.3. Nomination of Directors. Candidates for election to the Board may be nominated by a Nominating Committee or upon petition of ten (10) percent of the Members, presented to the Board or Nominating Committee before the deadline for submission of nominees. All candidates shall be given a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.4. Election and Term of Office. All

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Members of the Association who are eligible to vote may vote on all Directors to be elected. Voting may be by written ballot, proxy, ratification, or consent. The term of office shall be three (3) years. The Members of the Board shall hold office until their successors have been elected by the Association or appointed by the Board. At the expiration of the term of office of each Member of the Board, a successor shall be elected to serve for a term of three (3) years. Directors shall also be elected to fill the unexpired term of any vacancies in the Board. The terms shall be determined to maintain staggered terms and so that the director(s) receiving the highest number of votes shall be elected to serve the longest term and the remaining Director(s) to the shorter terms in the order of the number of votes received.

3.5. Removal of Directors. At any special meeting of the Association duly called, any one (1) or more of the Members of the Board may be removed, with or without cause, by a vote of the Majority of all the eligible votes of the Association and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least fourteen (14) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any Director who has two (2) consecutive unexcused absences from scheduled Board meetings, who is delinquent for more than sixty (60) days in the payment of any assessment, including, but not limited to, rules violation charges or who is in violation of covenants or rules for more than sixty (60) days, all in accordance with the Declaration, these BYLAWS and the rules, may be removed by a majority vote of the Directors at a meeting, a quorum being present. *(ADDED on 23rd day September 2005)* If a Board member cannot reschedule an activity that conflicts with the monthly scheduled Board meeting, the Board member must advise the President that there is a conflict and that the scheduled activity takes priority over the monthly Board meeting and cannot be rescheduled. The President will consider the facts presented and decide if the absence should be excused. Deaths in the family, serious illnesses that require a Board member's presence or a Board member's illness are situations where an absence is excused. Absences that can be avoided by rescheduling an activity around a scheduled monthly Board meeting will be considered unexcused.

3.6. Vacancies. Vacancies in the Board caused by death, resignation or any reason, except the removal of a Director by vote of

the Association, may be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each person so appointed shall serve only until the election of a successor at the next annual meeting as provided in Section 3.4.

3.7. Organizational Meeting. The first meeting of the Board following each annual meeting shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the regular schedule shall constitute sufficient notice of the meetings. Meetings shall be open to the Members except when closed as permitted by law.

3.9. Special Meetings. Special meetings of the Board shall be held when requested by the President, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone, electronic mail or facsimile communication, either directly or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. Notices sent by first class mail shall be deposited into a United States Postal Service mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, telegraph company or other means shall be given at least forty-eight (48) hours before the time set for the meeting.

3.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to the actions taken or an approval of the minutes. Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting the lack of adequate notice before or at the commencement of the meeting.

3.11. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the

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transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a later time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Reimbursement. No compensation shall be paid to the members of the Board for their service as Board members. Directors may be reimbursed for expenses incurred on behalf of the Association.

3.13. Action Without A Meeting. Any action that may be taken at a meeting of the Directors may be taken without a meeting by telephone conference call, in which case a majority vote is sufficient, or by telephone poll if a consent in writing, setting forth the action taken, is signed by all the Directors thereafter and, in either case, the results shall be filed with the minutes of the next meeting. Such action or consent shall have the same force and effect as an action taken at a duly called meeting.

3.14. Common or Interested Directors. Each member of the Board shall exercise his powers and duties in good faith and in the interests of the Association. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or Association in which any of the Directors of the Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board or any committee which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) These fact of the common directorate or interest is disclosed or known to the Board or a majority thereof and noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact that the common directorate or interest is disclosed or known to at least a majority of the Members of the Association

and the Members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested director may be counted in determining presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction but shall not vote on the specific issue or issues in which he has a common interest in the outcome.

Article 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation, or these BYLAWS directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these BYLAWS or by any resolution of the Association that may be adopted hereafter, the Board, without limitation, shall have the power and duty to do the following:

(a) Budget. In accordance with the Declaration, prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses.

(b) Levy Assessments. Make assessments against the Lots to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment as more fully provided in the Declaration.

(c) Operations. Provide for the operation, care, repair and maintenance of all areas which are the maintenance responsibility of the Association and of the Lots when the Owners fail to do so alter reasonable notice.

(d) Employment. Designate, hire and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

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(e) Collect Assessments. Collect the assessments, deposit the proceeds thereof in a bank depository insured by an agency of the Federal Government or other institution or entity in which the funds are fully guaranteed, which it shall approve, and use the proceeds to administer the Association.

(f) Funds. Open bank accounts on behalf of the Association and designate the signatories required.

(g) Rules. Make, amend and publish use restrictions, rules and regulations governing use of the Common Area, facilities, roads and Lots, and the personal conduct of the Members and their guests thereon and establish penalties or charges for violation thereof.

(h) Enforcement. Enforce by legal means the provisions of the Declaration, these BYLAWS and the rules and regulations adopted by the Board, and bring, compromise and settle any proceedings which may be instituted on behalf of or against the Owners or the Association.

(i) Insurance. Obtain and carry liability, property, Directors' and Officers' and such other insurance and fidelity bonds on all persons handling Association funds as determined necessary by the Board, and pay the premium costs as a common expense.

(j) Services. Pay the cost of all services rendered to the Association or its Members which are not directly chargeable to Owners; provided, however, if a majority of the Board of Directors votes to repair any item for which an Owner is responsible, the Association may pay such costs and assess the costs thereof to the Owner responsible for such costs of maintenance or repair, which costs shall be treated in the same manner as an assessment.

(k) Maintenance. At the option and sole discretion of the Board, establish the maintenance standards of the Lots and dwellings on a uniform basis and cause the exterior of the dwellings to be maintained if the necessity for maintenance or repair is caused by the willful or negligent acts or omissions of the Owners, residents, guests or invitees or by their failure to make such repairs, after reasonable notice from the Association.

(l) Books and Records. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying maintenance, repair and any other expenses incurred. All books and records shall be kept in

accordance with generally accepted accounting procedures.

(m) Audit. Cause an annual review or audit of the Association's books by a certified public accountant at the completion of each fiscal year and make available to the Members a statement of income, expenditures and current status of reserves.

(n) Contracts. Contract with any person or entity for the performance of various duties, functions and services for the Association, including, but not limited to, management, agents, contractors, legal, financial, engineering and other professional services.

(o) Board Composition. Declare the office and Board membership of any Board member to be vacated upon the unexcused absence by a Board member from two (2) consecutive, scheduled Board meetings.

(p) Resale Disclosure Packets. Furnish a certificate in writing upon written request of a seller for a purchaser within fourteen (14) days of the request, signed by an Officer of the Association, setting forth whether the assessments on a specified Lot have been paid or whether there are any outstanding rules violations. A reasonable charge as allowed by law may be made by the Board for issuance. The disclosure packets shall be conclusive evidence of payment of any assessment stated to have been paid.

(q) Contingency Fund. (ADDED on 23rd day October 2009) The Board of Directors shall build up and maintain reasonable Contingency Fund for working capital, operations (including losses due to insurance deductibles), and capital replacements. Such funds shall be a Common Expense of the Association and shall be deposited and invested in accordance with policies and procedures approved by the Board of Directors. Any amount accumulated in excess of the amount required for actual expenses and at the discretion of the Board of Directors: (1) be placed in the Contingency Fund; or (2) be expended solely for the general welfare of the Owners.

Article 5. OFFICERS.

5.1. Officers. The Officers shall be a President, Vice President, Secretary, and Treasurer who shall be elected from the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Treasurer. The Board may appoint such other Officers as shall be deemed necessary.

5.2. Election, Term of Office and

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Vacancies. The Officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members to serve for a one year term. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board and the person appointed shall serve until the next annual meeting at which time the Members shall elect a Director to serve for the remainder of the term.

5.3. Resignation. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

5.4. Removal. Any Officer may be removed by the Board of Directors with or without cause by a majority vote of the remaining Directors.

5.5. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and the Board and shall see that all resolutions of the Board of Directors are carried out. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Virginia Nonstock Corporation Act and such other powers as are authorized by the Board of Directors.

5.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

5.7. Secretary. The Secretary shall count and record all votes, keep or direct the keeping of the minutes of all meetings of the Association and Board of Directors, have charge of such books and papers as the Board of Directors may direct and, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with the Virginia Nonstock Corporation Act.

5.8. Treasurer. The Treasurer shall have the responsibility of keeping full and accurate financial records and books of account showing all receipts and disbursements, arranging for the preparation of all required financial statements and tax returns and depositing all monies and other valuable assets in the name of the Association in such depositories or accounts, insured by an agency of the Federal Government or

otherwise as fully insured, as may from time to time be designated by the Board of Directors.

5.9. Agreements, Contracts, Deeds, Leases, Checks, and Other Instruments of the Association.

All agreements, contracts, deeds, leases and other instruments of the Association shall be approved by a majority of the Board of Directors and executed by the President or by such other person or persons as may be designated by resolution of the Board of Directors.

Article 6. COMMITTEES. The President, with the advice and consent of the Board, may appoint committees to perform such tasks and to serve for such periods as may be designated by the Board. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules and policies adopted by the Board of Directors. The actions of all committees shall be subject to the Board's review, approval, supervision and discretion. The majority of a committee shall constitute a quorum.

Article 7. MISCELLANEOUS.

7.1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.2. Conflicts. If there are conflicts or inconsistencies between the provisions of Virginia law, the Articles of Incorporation, Shenandoah County Law, the Declaration, BYLAWS, resolutions and rules, the order in which they shall prevail shall be the order herein stated.

7.3. Amendment. These BYLAWS may be amended by approval of a majority of a quorum of the Board of Directors: 1) voting in person at a duly called meeting, 2) by written consent, or 3) by ratification or mail ballot. Any amendment of these BYLAWS shall become effective upon execution and publication by the Board of Directors.

7.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, BYLAWS, Articles of Incorporation, rules, regulations, resolutions, Membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying at a reasonable cost by any Mortgagee, Member of the Association, a contract purchaser or

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by their duly appointed representatives at any reasonable time at the office of the Association or at such other place within the community as the Board shall prescribe. Provided, however, the Board within its discretion may close certain records if deemed necessary or upon advice of counsel.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to:

- (1) notice to be given to the custodian of the records;
- (2) hours and days of the week when such an inspection may be made; and
- (3) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every current Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical Properties owned or controlled by the Association whether or not in the custody of a managing agent or other agent of the Association.

7.5. Notices.

(a) Mailing or Delivery. Unless otherwise provided in these BYLAWS, all notices, demands, bills, statements, or other communications under these BYLAWS shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- (1) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address of the Owner; or
- (2) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by a notice in writing to the Owners pursuant to this Section.

(b) Owner's Obligations.

(1) Roster of Owners. The Association shall maintain a current roster of names and addresses of each Owner to which notice of meetings of the Association shall be sent. Each Owner shall, within ten (10) days after acquiring title to a Lot, furnish the Association or such person as designated by the Board with his name and current mailing address.

(2) Roster of Tenants. Any Owner who leases his Lot shall provide a copy of the lease with the names of all tenants and shall provide the names and current addresses of the Owners and any management or rental agents to the Association within ten (10) days of executing such lease or amendment. The lease shall include a statement that occupancy and use of the Lot, roads and Common Areas are subject to the terms of the Declaration, BYLAWS, Resolutions and Rules of the Association and that failure to comply shall be grounds for eviction.

7.6. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words, "Sky Bryce Association, Inc."

7.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine as appropriate.

7.8. Severability. Whenever possible, each provision of the Declaration and BYLAWS shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Declaration and BYLAWS to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of the Declaration and BYLAWS are declared to be severable.

7.9. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

7.10. Registered Agent. The registered agent and the registered office of the Corporation shall be the President of the Corporation and the Association office, unless otherwise filed and of record with the Virginia State Corporation Commission.

IN WITNESS WHEREOF, the Board of Directors has caused these BYLAWS to be executed in its name on behalf of the Sky Bryce Association, Inc. following the Amendment and adoption of these BYLAWS pursuant to the required voting and approval of the members of the Board of Directors.

By: Signed
President

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Attest: Signed Erik D. Topp
Secretary

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of the Sky Bryce Association, Inc., a Virginia nonstock corporation located in Shenandoah County, Virginia, established pursuant to a Declaration of Protective Covenants and Restrictions dated May 18, 1969, and applicable to Sections I through XII of Bryce's Mountain Resort, Inc., and by Declaration of Protective Covenants and Restrictions dated September 9, 1971, and applicable to Section X of Bryce's Mountain Resort, Inc., recorded in the Circuit Court of Shenandoah County, Virginia, in Deed Book 262, at Page 275, and Deed Book 289, at Page 542, respectively, and as subsequently amended.

That the foregoing BYLAWS constitute the BYLAWS of such corporation, as duly adopted by the required vote of the Board of Directors held on the 30th day of November, 1996 .

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation this 3rd day of December, 1996.

Signed Erik D. Topp
Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF Shenandoah

I, Bonnie L. Henry, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Erik D. Topp, as the Secretary of the Sky Bryce Association, Inc., personally appeared before me this 3th day of December, 1996, and being by me first duly sworn, did depose and say that he/she is the Secretary of the Association and acknowledged to me that he/she is authorized to execute this instrument on its behalf as its free act and deed.

Signed Bonnie L. Henry
Notary Public

My commission expires: August 31,1997

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