

**BYLAWS  
OF  
HIDDENBROOK HOMES ASSOCIATION**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is HIDDENBROOK HOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the association shall be located 1508-A Sadlers Wells Drive, Herndon, Virginia, but meetings of members and directors may be held at such places within the State of Virginia, County of Fairfax, as may be designated by the Board.

**ARTICLE II**

**DEFINITIONS**

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

Section 2. "Properties" shall mean and refer to all real property which, from time to time, may be subject to the Declaration of Covenants, Conditions and Restrictions of the Hiddenbrook Homes Association 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 members of the Association.

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. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "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 having such interest merely as security for the performance of an obligation.

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

Section 8. "Board" shall mean and refer to the Board of Directors of the Hiddenbrook Homes Association.

**ARTICLE III  
MEMBERSHIP**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A lot shall have only one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any person who holds a fee interest in any Lot may vote on behalf of the membership. Only one vote shall be allowed per membership.

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

**ARTICLE IV  
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT: LIENS**

Section 1. Members. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Section 2. Non-Payment of Dues or Assessments. If a member continues in default for nonpayment of any dues or assessment for a period exceeding thirty (30) days after the date on which such dues or assessment become due and payable, the Hiddenbrook Homes Association shall promptly deliver to the member written notice advising (1) that the member is in default and (2) that the members failure to cure such default within sixty (60) days after the date the dues or assessments became due and payable shall result in the placement of a lien on the members property. Delivery of written notice shall be sufficient if mailed via U.S. certified mail, return receipt requested, to the mailing address of the member shown on the records of the Hiddenbrook Homes Association. If, after delivery of such written notice, the member fails to cure the default by payment of all dues and assessments, whether annual or special within sixty (60) days after such dues or assessments became due and payable, the Hiddenbrook Homes Association Board will begin proceedings to place a lien on the members property in accordance with the Declaration and the laws of the Commonwealth of Virginia.

**ARTICLE V  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) each of whom need not be a member of the Association.

Section 2. Election. The members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and as the term of such directors expire new directors shall be elected for terms of three years. Despite the expiration of a director's term, a director

shall continue to serve until a successor is elected and qualifies. Directors shall be elected in the manner set forth in Article VII.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association at a meeting of the members called for the purpose of removing the director.

Section 4. Vacancy. A vacancy on the Board may occur because of death, resignation, or removal of a director. The Board may also declare a vacancy on the Board in the event a director misses 3 consecutive meetings. A vacancy on the Board may be filled by the remaining members of the Board by appointment. The successor shall serve for the unexpired term of his predecessor.

Section 5. 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 6. 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 (1) obtaining the written approval of all the directors or (2) approving the action at the next meeting of the Board. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

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

Section 2. Special Meetings. Special meetings of the Board 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. In the event that an emergency or very urgent situation requires a meeting sooner than (3) days, the meeting can be called by the President or any two directors with shorter notice as long as quorum can be established.

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

## **ARTICLE VII**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Any member may nominate himself, herself, or another member for election to the Board by submitting an application to the Board by the date set forth in the call for nominations. The application shall state the name and address of the person nominated, the years of the nominee's residence in Hiddenbrook, the offices held or other activities performed by the nominee on behalf of Hiddenbrook residents, and such other qualifications as the applicant may deem appropriate. The applicant shall also summarize the reasons why the nominee wants to be or should be elected to the Board. An application on behalf of nominee other than the person submitting the application shall be signed by the other person prior to submitting the application to the Board.

Section 2. Election. Election to the Board shall be by secret written ballot. Each membership shall be entitled to one vote. The persons receiving the largest number of votes shall be elected. The Board shall make the final determination whether a director has been elected and qualifies. If there is only one nominee for a vacancy, the Board may declare that nominee elected to fill the vacancy. Proxies and information about the candidates in the contested election shall be mailed to the members on or about November 30 with instructions to mail or bring their completed proxy to the Association office on or before the date of the annual meeting of the members. Returned proxy must contain an executed certification that (1) the person voting is entitled to vote; and (2) only one vote for the membership is submitted. At the time of the annual meeting of members the Board or Board appointed inspectors of election shall count the ballots and proxies to determine which of the nominee(s) have received the largest number of votes. Ballots or proxies representing at least one-fourth of the membership must be received in order to have a valid election; however, if less than one-fourth of the membership have voted as of the date of the annual meeting of the members, the Board may declare the candidate(s) receiving the highest number of votes as of that date elected to fill the vacancy(ies) at the next Board meeting. The decision of the Board shall be final. The elected candidate shall become a member of the Board as of the date of the annual meeting of the members.

## **ARTICLE VIII**

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

Section 1. Powers. The Board shall have all of the power necessary for the proper administration of the affairs of the Association that is not inconsistent with the Articles of Incorporation, the Declaration, the Bylaws, or the laws of the Commonwealth of Virginia. In the event of a violation by a member of any rule or regulation adapted by the Board concerning any area of responsibility under the Boards jurisdiction, the Board shall have all of the powers described in the Articles of Incorporation, the Declaration, these Bylaws, and the Virginia

Property Owners Association Act as set forth in Chapter 26 of Title 55 of the Virginia Code (or any successor thereto). These include, but are not limited to, the suspension of a members rights to use the common area or facilities, the assessment of charges for violations, perfecting a lien against a member's real property, enforcing liens, injunctive relief, suits for damages, and the collection of attorney fees.

Section 2. Duties. Among other things, it shall be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to permit an inspection thereof by any member of the Association.
- (b) To supervise all officers, agents and employees of this Association, and to see to it that their duties are properly performed.
- (c) To establish a fiscal year for the Association that is best suited for the affairs of the Association.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be assessed as set by resolution of the Board, not to exceed any statutory caps, for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment herein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers and employees having fiscal responsibilities to be bonded and insured, in accordance with the laws in the state of Virginia and;
- (g) To cause the Common Area to be maintained.
- (h) As more fully provided herein and in the Declaration;
  - (1) to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of annual assessment period, and
  - (2) to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

## **ARTICLE IX**

### **COMMITTEES**

Section 1. The Board may create any committee it deems appropriate and appoint members to the committee. The committees may include, but are not limited to, an architectural control committee, a recreation committee, a maintenance committee, a traffic and safety committee, and a social committee. The chairperson of a committee may be appointed by the Board or selected by the committee members at the discretion of the Board. Members of the committee shall annually be reappointed by the Board.

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

Section 3. The Board will annually designate a Board member as the liaison to each committee.

Section 4: Each committee chair may submit a list of proposed committee members for Board review and acceptance by the February Board meeting. As committee members change throughout the year, the committee chair will present the changes to the Board at the next Board meeting following the change. The Board may also directly appoint members to committees during the year as the Board sees fit.

## **ARTICLE X**

### **MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the members shall be held on the third Tuesday of January at the hour of 7:30 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If this date cannot be kept due to inclement weather or other major event, the annual meeting will be held at the same hour on the following day or rescheduled with a seven day notice to the membership.

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

Section 3. Notice of Special Meetings. Written notice of each special 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 the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast one-fourth 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.

Section 6. Power of Nullification. Any action of the membership taken at an Annual Meeting or at any Special Meeting held in compliance with Bylaws of the Association shall stand except when a majority of the members vote at a subsequently legally held meeting to nullify the previous action.

## **ARTICLE XI**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board, 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 following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer 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 without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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 and
  - (1) shall see that orders and resolutions of the Board are carried out;
  - (2) shall sign all leases, mortgages, deeds and other written instruments and
  - (3) shall be a signatory for checks and promissory notes.

#### **Vice-President**

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

#### Secretary

- (c) The secretary in conjunction with the property manager shall:
- (1) record the votes and keep the minutes of all meetings and proceedings of the Board and of the members;
  - (2) keep the corporate seal of the Association and affix it on all papers requiring said seal;
  - (3) serve notice of meetings of the board and of the members;
  - (4) keep appropriate current records showing the members of the Association together with their addresses, and;
  - (5) shall perform such other duties as required by the Board including, but not limited to, being a signatory for checks and promissory notes.

#### Treasurer

- (d) The treasurer in conjunction with the bookkeeper shall:
- (1) receive and deposit in appropriate bank account all moneys of the Association and shall disburse such funds as directed by resolution of the Board;
  - (2) keep proper books of account;
  - (3) ensure an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and
  - (4) shall provide a written, narrative profit and loss report to the Board on a quarterly basis.
  - (5) shall have a draft budget prepared for Board review at the October Board meeting.
  - (6) shall prepare the approved annual budget and a statement of income and expenditures to be presented to each of the members present at the annual meeting.
- (e) The treasurer shall be a signatory for checks and promissory notes of the Association.

### ARTICLE XII

#### BOOKS AND RECORDS

The books, papers, and records of the Association shall at all times, during reasonable business hours, 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 a cost set forth by resolution of the Board.

### ARTICLE XIII

#### USE OF TECHNOLOGY

(a) Notices. Notwithstanding any other provisions in the Governing Documents, any (i) notice required to be sent or received or (ii) any signature, vote, consent, or approval required to be obtained under any Declaration or Bylaw provision or any provision of the Virginia Property Owners' Association Act, section 55-508, *et seq.*, of the Code of Virginia ("Act"), may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of any declaration or bylaw provision or any provision of this chapter dealing with notices, signatures, votes, consents, or approvals.

(b) Electronic transmission and other equivalent methods. Notwithstanding any other provisions in the Governing Documents, the Association, Owners, and those entitled to occupy a Lot may perform any obligation or exercise any right under any Declaration or Bylaw provision or any provision of the Act by use of any technological means providing sufficient security, reliability, identification, and verifiability.

(c) Voting rights. Notwithstanding any other provisions in the Governing Documents, voting, consent to and approval of any matter under any Declaration or Bylaw provision or any provision of the Act may be accomplished by electronic transmission or other equivalent technological means and a record shall be created as evidence thereof and maintained as long as is required under the Act.

(d) Nontechnology alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.

(e) Exceptions. This section shall not apply to any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceedings in enforcement of an assessment lien.

## ARTICLE XIV

### CORPORATE SEAL

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

## ARTICLE XV

### AMENDMENTS

Section 1. These Bylaws may be amended by the Board or by the members at a regular or special meeting of the members by vote of a majority of a quorum of members present in person or by proxy. For this purpose, a quorum exists only if one-fourth (1/4th) of the members are present in person or by proxy at the meeting. An amendment by the members may only be changed by the members. Amended by the Board of Directors of the Hiddenbrook Homes Association on November 1974, November 1975, November 1976, October 1996, April 1998, December 1998, September 2014 and October 2014. Adopted this 21st day of April 2020.

## ARTICLE XVI

### Rules, Regulations and Procedures for the Hiddenbrook Swim and Tennis Club

#### Club Background

The residents of the Hiddenbrook Homes Association, a Virginia corporation, hereinafter referred to as the "HOA," owns and operates the facilities of the Hiddenbrook Swim and Tennis Club hereinafter referred to as the "Club."

#### Purpose

The purpose of the Club is to furnish opportunities for swimming, playing tennis, and clubhouse rentals. Use of the pool and tennis court facilities is limited to paying Club members in good standing, their immediate household members and their authorized guests. The clubhouse is available for rental by HOA residents and Club members. The facilities shall be operated solely for the pleasure and recreation of the residents and membership as authorized by the HOA Board of Directors, hereinafter referred to as the "HOA Board."

#### Management

The HOA Board governs and manages the affairs of the Club. The HOA Board establishes procedures for membership registration and use, determines all assessments necessary for operating the recreational facility, and maintains records relative to Club operations.

**Meetings of the HOA Board:** In its monthly meetings, the HOA Board shall consider Club matters and will conduct an open forum for input from Club members. Club matters may also be addressed in executive sessions of the HOA Board as deemed necessary.

**Officers of the Board:** Officers of the HOA Board serve in the same capacity and with the same title related to all Club decisions.



**Duties of the Board:** The HOA Board shall exercise general direction and control of the affairs of the Club. The authority of the HOA Board shall include; but not be limited to, such matters as:

- Establishing and collecting annual dues, special assessments, guest fees, rental fees, and late fees.
- Recommending, when required, special assessments subject to approval by the Club membership.
- Developing yearly budgets for Club operations to include annual contributions as part of the reserve plan
- Preparing, approving, and submitting a financial report of the affairs of the Club separate from the HOA financials and making available the annual budget to the membership of the Club at its annual meeting.
- Transacting the general business of the Club including but not limited to, construction, operations, new purchases, maintenance and management of the recreation facilities.
- Authorizing contractual agreements requiring funding for recurring and/or one-time costs associated with operation and maintenance of the recreation facilities and the payment of such obligations. (i.e.: pool management contract)
- Officiating any contract or agreement with any swim team or outside entity requesting single or recurring use of the pool or tennis facilities.
- Selecting banks and investments for the operating and reserve funds of the Club which shall be separate accounts from those selected for the funds of the HOA. This does not preclude the use of the same bank or other similar facility for deposit of funds, but separate accounts shall be kept.
- Contracting for a certified audit of the Club's records once a year and maintaining records of such audits.
- Maintaining and providing adequate records of the affairs of the Club
- Ensuring the Club members have a method for submitting comments and suggestions at any time to the HOA Board, the Property Manager, the Pool Committee and/or the Tennis Committee
- Establishing the rules and/or operational guidelines for the swim and tennis facilities. Making amendments to those rules from time to time, as deemed necessary by the HOA Board or at the recommendation of the pool or tennis committees.

The HOA Board shall make efforts each year to recruit volunteers to serve on the Pool and Tennis committees. To participate on a committee, the individual must be a member in good standing with the Club as well as with the HOA if he/she is a resident of the HOA. The Pool and Tennis committee members shall be appointed by HOA Board. Individuals may serve on both committees. The members of each committee will select their own Chairperson.

**The Pool Committee will be responsible for:**

- Reporting to the HOA Board and/or the HOA Property Manager any suggested budgetary changes or capital improvement purchases, to include the pool and clubhouse (with an emphasis on the lower level).
- Ensuring that appropriate Pool Rules and Regulations are prepared, reviewed, and communicated to the membership. All rules and regulations must be approved by the HOA Board before publishing.
- Knowing and supporting all rules and regulations when interacting with pool members.
- Advising the HOA Board on all matters pertaining to the Pool facilities, especially safety

- Recommending the appointment of ad hoc committees as needed for specific functions of the Club as approved by the HOA Board
- Attendance of HOA Board meetings May through August by the committee Chair.

**The Tennis Committee will be responsible for:**

- Reporting to the HOA Board and/or the HOA Property Manager any suggested budgetary changes or capital improvement purchases, related to the tennis courts.
  - Ensuring that appropriate Tennis rules and regulations are prepared, reviewed, and communicated to the membership. All rules and regulations must be approved by the HOA Board before publishing.
  - Knowing and supporting all rules and regulations when interacting with tennis members.
  - Advising the HOA Board on all matters pertaining to the Tennis facilities
  - Recommending the appointment of ad hoc committees as needed for specific functions of the Club as approved by the HOA Board.
  - Attendance of HOA Board meetings May through August by the committee Chair.

**CLUB MEMBERSHIP**

Club memberships may be purchased from the HOA (if available) or from other members who choose to sell their membership outright. HOA residents have priority for memberships owned by the HOA. Annual HOA dues assessments are separate from the purchase price of the membership. Club membership certificates shall be limited to a maximum number of four hundred (400) unless changed at the annual meeting of Club members with the approval of the HOA Board. Membership applies ONLY to the persons residing within the home address registered with the certificate. Proof of residency may be required. Any other individuals who do not reside in the registered home address are considered guests and are not entitled to member privileges.

**Tennis-Only Memberships:** Tennis-only memberships are limited to simple payment for use of the tennis courts. No pool or clubhouse privileges are included with the tennis-only membership. Tennis-only members have no voting rights on Club matters. The number of the Tennis-only memberships is evaluated annually and determined at the discretion of the HOA Board.

**Membership Eligibility:** All prospective purchases of membership certificates must first be approved through the HOA Property Manager. Qualification for membership is determined by the HOA Board in conjunction with the HOA's Property Manager. Eligibility will be denied from a prospective member if:

- information provided is falsified in any manner
- the member's home is located within Hiddenbrook and the HOA dues are in arrears
- a prior membership with the Club was revoked for any reason
- a prior membership with the Club was re-claimed for non-payment of dues

**Governance of Membership:** The HOA Board governs Club membership and all activities related to Club participation. Members have the opportunity to contribute at the monthly board meetings.

**Membership in Good Standing:** A non- HOA resident member shall be considered in good standing as long as all Club dues, assessments and fees are paid within the time specified, and as long as persons entitled to use the Club's facilities under such membership, and comply with the established rules and regulations of the Club. Resident members within the HOA must be in good standing meaning HOA dues, assessments, and fees are paid and there are no unresolved covenant or architecture guideline violations. All members and their guests are required to exhibit appropriate behavior and demeanor to maintain good standing status. The Board has final say in what is appropriate behavior. The actions of guests may impact the good standing of the membership owner.

**Inactive membership:** The intention of Inactive Membership is to provide temporary (one year) financial relief from full annual assessments due to circumstances such as but not limited to: military/government families deployed temporarily and families experiencing a financial crisis due to a medical emergency, death in the family, divorce and/or temporary loss of residence due to fire or other major disaster. Members on inactive status forfeit all privileges for facility use until resumption of active status.

A member must apply in writing to the HOA Board explaining their reason for requesting Inactive Membership status. Inactive Membership status applies to one full swim season and may not be re-activated mid-season unless full dues are rendered. If approved for Inactive Membership, the member may be excused from the payment of the operational portion of the annual assessment but shall remain liable for the maintenance portion of the annual dues and for any other special assessments.

**Suspension or Revocation of Membership:** Maintenance of Club membership is at the discretion of the HOA Board. Members who are in arrears for annual dues payment to the Club or the HOA may not use the facilities until the dues and any late fees are fully paid. Members who violate the rules and regulations, or behavioral and demeanor requirements, threaten any harm against the Club, the HOA Board, HOA Members, Club members, the Property Management staff, or the Pool Management Company staff may be subject to penalties ranging from temporary suspension of membership privileges to temporary/permanent expulsion or revocation of membership. The HOA Board judges and determines the ruling as warranted by the circumstances. Prior to any suspension longer than one week or revocation, the HOA Board shall provide the member with notice and the opportunity to be heard. The HOA Property Manager shall have the authority to suspend a member's membership for violations of these rules for a period of up to one week.

**Relinquishing Membership:** Any member in good-standing, unable or unwilling to sell their membership, must relinquish their membership to the HOA Board between Labor Day and March 31st, to avoid penalties or further obligation for assessments. Any membership still in active status as of April 1<sup>st</sup> requires that the annual dues be paid in full by the owner of the membership. Late fees also apply. A relinquished membership is considered forfeited without restitution and is available for immediate resale by the HOA Board. Any forfeiting member is not eligible to purchase a membership from the Club or another member in the future.

**Membership Privileges for Lessees of Member's Home:** A Club member in good standing who wishes the lessee (one family) of their home (registered with their certificate) to use their membership privileges during the period of the lease, must prepare a written application including the names of the lessees they are sponsoring and submit it to the HOA Property Manager. Lessees and the membership owner may not both use the facilities simultaneously. Responsibility for the payment of all dues and assessments remains with the owner of the membership regardless of any arrangements made between the owner and the lessee. Lessees, their families and their guests are held responsible for obeying all Club rules and regulations in the same manner as members. No lessee shall be entitled to vote on any matters pertaining to the Club.

**Guests:** Any member in good standing and any lessee whose lessor is in good standing, may bring guests to the recreation facilities to which they are entitled. Members and lessees bringing guests to the pool will be required to register them and pay a guest fee as prescribed in the Rules and Regulations. Members must always remain at the pool with their guests. To prevent overcrowding, the number of guests is restricted by the HOA Board, Pool Committee or their designee (i.e. contracted pool management company). Members not in good standing, nor inactive members, are not permitted to use the pool or bring guests.

Members and lessees using the tennis courts must have the key provided by the membership owner for access and obey the posted rules for use.

**Membership Certificate Sales & Transfers:** Every Club membership certificate is subject to the following explicit restrictions upon transfer:

- Members are responsible for finding a buyer in order to transfer their membership. The Club is not responsible for assisting member in finding buyers. .
- To complete the transfer process, the member must file all appropriate paper work with the property manager. The Property Manager will review the documents and determine the eligibility of the prospective buyer. If necessary, the potential transfer will go to the HOA Board for further review.
- Failure to follow this process will result in the membership and all associated dues and fees remaining the original owner's responsibility.
- Members are responsible for ensuring that the documents of transfer are submitted to the HOA Property Manager.
- It is the responsibly of the seller to file all necessary paperwork with the HOA property manager when the membership is conveyed with the sale of a home.
- all sales and/or transfers of Club memberships are subject to a one-time registration fee to be charged in addition to the sales price
- Transfers will not be processed thirty (30) days prior to the pool opening.

## **DUES, FEES, AND ASSESSMENTS**

Three types of assessments annual, tennis-only and special may be levied against membership certificates. Delinquent assessment payments may be increased according to established late fees and/or interest.

**Annual Dues:** The HOA Board determines the annual dues and any other fees related to the membership certificate to cover the annual costs of operating and maintain the recreation facilities. The annual assessment shall be based on budget requirements and estimates as approved by the HOA Board. Annual dues are not refundable in any portion for any reason, including but not limited to sale of membership or seasonal facility closures (i.e. health/safety, major repairs, weather-related, HOA/Club approved events.)

**Tennis-Only Annual Dues:** The HOA Board, based on the budget of the Club, shall determine the limited Tennis-only dues to cover the annual costs of operating and maintain the tennis facilities. The annual Tennis-only dues are non-refundable and non-transferable. No pool or clubhouse privileges are included with the annual tennis-only dues. The Tennis-only members have no voting rights on club matters.

**Special Assessments:** The HOA Board may levy in any budget year, special assessments applicable to that budget year for defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of any of the recreational facilities. For capital projects not already in the budget, assessment and payment schedule or due date shall be made only with the approval of two-thirds (2/3) of the Club members in good standing who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members at least thirty (30) days and no more than sixty (60) days in advance of the meeting and shall set the purpose, date, time and place of the meeting. Any special assessment related to a maintenance issue will not require a vote of the Club membership.

**Membership Late Fees & Forfeiture:** The Club shall assess a late fee as stated in the dues notice for all dues not paid by the established due date. If the member's payment continues to be delinquent, the member shall be notified via U.S. certified mail and have forty-five (45) days from the original due date

to make payment on the account balance in full. Payments not received forty-five (45) from the original due date, will result in membership forfeiture without right or claim or restitution. Forfeited membership certificates shall be considered as available for immediate sale by the HOA Board at the current fair market value. Once a member's certificate has been reclaimed for non-payment, the member may not purchase or receive transfer of another membership.

### **MEETINGS OF MEMBERS**

All annual or special meeting of the Club shall be chaired by the HOA Board. The membership shall be advised in writing of the time, date, place and purpose of such meetings at least thirty (30) days and no more than sixty (60) days in advance of the meeting.

**Annual Meeting:** There shall be an annual meeting of the general membership each January at a time, date, and place determined by the HOA Board. This annual meeting shall be held separately from any meeting of the HOA but may be held on the same night.

**Special Meetings:** Special meetings of the membership may be called by the HOA Board or by any Club member in good standing who obtains signatures on a petition requesting such a meeting from ten (10) percent of the membership who are also in good standing.

**Voting:** Whenever a vote of the Club is published, there shall be one vote for each valid membership certificate. Only members in good standing are permitted to vote. Proxies shall be submitted in a written form prescribed by the HOA Board.

### **DOCUMENT AMENDMENT PROCESS**

Amendment(s) to these Rules, Regulations and Procedures become effective immediately upon approval and adoption by two-thirds (2/3) of the membership of the Club or upon approval of the HOA Board.

These Rules, Regulations and Procedures may be amended as follows:

- a. Proposed amendments may be originated by a member of the HOA Board or by a petition signed by ten percent of the membership who are in good standing.
- b. A meeting shall be called by the HOA Board to vote on the proposed amendments. If the HOA Board deems it necessary for the attorney to review them, the Board vote will occur within 60 days of the date that the amendments are reviewed and approved by the attorney.
- c. A copy of the proposed amendment(s) shall be provided to the members not less than thirty (30) days prior to the meeting to review and address questions on the proposed amendment(s). One proponent of each amendment shall be permitted to include a statement with respect to the proposed amendment not exceeding one typewritten page in length with a font size of 12 or larger, with one-inch margins. The HOA Board may indicate its recommendations and make such comments as it deems necessary on each proposed amendment.
- d. An affirmative vote of two-thirds (2/3) of the Club membership voting shall be necessary to approve amendments to the Club Rules, Regulations and Procedures.

Notwithstanding any other provision of these Rules, Regulations and Procedures, the HOA Board may amend these Rules, Regulations and Procedures by unanimous vote with all directors present and voting.

A copy of these Rules, Regulations and Procedures shall be made available electronically to each member. A hard copy version may be requested at the current set copy fee.

*Approved and adopted by the Swim and Tennis Club membership on 19 April 1982.*

*Amended by the Board of Directors of the Hiddenbrook Homes Association on 10 January 1986, 15 February 1988, 25 April 1989. Approved and adopted by the Swim and Tennis Club membership on 19 March 2020.*

SECRETARY

by

PRESIDENT

by

CORPORATE SEAL