BYLAWS

FOR

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION

TABLE OF CONTENTS

Article Number	Section Number		Page Number
1		INTERPRETIVE PROVISIONS	3
2		MEETINGS OF OWNERS	3
	2.1.	ANNUAL MEETINGS	3
	2.2.	SPECIAL MEETINGS	3
	2.3.	NOTICE OF MEETINGS	3
	2.4.	WAIVER OF NOTICE OF MEETINGS	4
	2.5.	QUORUM	4
	2.6.	ORDER OF BUSINESS	4
	2.7.	CONDUCT OF MEETINGS	4
	2.8.	RECORD DATE TO DETERMINE OWNERS; LIST OF OWNERS	4
	2.9.	ACTION BY OWNERS WITHOUT MEETING	5
3		VOTING	5
	3.1.	VOTING RIGHTS	5
	3.2.	ADDITIONAL PROVISIONS GOVERNING VOTING	5
	3.3.	MANNER OF VOTING	5
	3.4.	PROXIES	5
4		BOARD OF DIRECTORS	6
	4.1.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS	6
	4.2.	MEETINGS OF DIRECTORS	8
	4.3.	ACTION BY DIRECTORS WITHOUT MEETING	9
	4.4.	NUMBER OF DIRECTORS	9
5		MANAGING AGENT	9
	5.1.	COMPENSATION	9
	5.2.	REQUIREMENTS	9
	5.3.	DUTIES	9
	5.4.	STANDARDS	10
	5.5.	LIMITATIONS	10
6		OFFICERS	11
	6.1.	DESIGNATION AND DUTIES OF OFFICERS	11
	6.2.	ELECTION OF OFFICERS	11
	6.3.	RESIGNATION OR REMOVAL OF OFFICERS	11
	6.4.	VACANCIES	11
	6.5.	PRESIDENT	11
	6.6.	VICE PRESIDENT	11
	6.7.	SECRETARY	11
	6.8.	TREASURER	12
	6.9.	MANAGING AGENT	12

Article Number	Section Number		Page Number
7	COMMITTEES		12
	7.1.	COMMITTEES	11
	7.2.	APPOINTMENT AND REMOVAL	12
	7.3.	COMMITTEE MEETINGS	12
	7.4.	ACTION BY COMMITTEE WITHOUT A MEETING	12
8	FIDUCIARY DUTIES		13
	8.1.	SIGNATURE REQUIREMENTS	13
	8.2.	CONFLICTS OF INTEREST	13
	8.3.	LIABILITY AND INDEMNIFICATION	13
	8.4.	COMPENSATION OF DIRECTORS AND OFFICERS	13
9	BOOKS AND RECORDS		14
	9.1.	MAINTENANCE	14
	9.2.	AVAILABILITY	14
	9.3.	ACCOUNTING REPORT	14
	9.4.	FISCAL YEAR	14
	9.5.	ASSOCIATION AGENT	14
10	NOTICES		15
11	AMENDMENTS		15
PROXY			EXHIBIT A

BYLAWS

FOR

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act ("Act"). Definitions, terms and other interpretive provisions set forth in Article 2 of the Articles of Incorporation for Retreat at Poland Hill Homeowners ("Articles of Incorporation") and in Section 1.1 of the Declaration for Retreat at Poland Hill ("Declaration") are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF OWNERS

Section 2.1. Annual Meetings. The first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least ten (10) months but not more than fourteen (14) months after the preceding annual meeting.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by Owners entitled to cast at least ten percent (10%) of the total number of votes (excluding the Declarant's votes); or (4) upon request of the Declarant during the Development Period. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty (180) days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting.

Section 2.3. Notice of Meetings.

(a) Content and Timing. Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary (or as directed by the Secretary) to each Owner entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. The giving of notice in the manner provided in this section and Article 10 shall be considered service of notice.

(b) Extraordinary Actions. Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution of the Association shall be given in the manner provided above not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution.

Section 2.4. Waiver of Notice of Meetings.

(a) Written Waiver. Whenever any notice is required to be given of any meeting of the Association, a written waiver signed by an Owner entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Owner and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) Waiver by Attendance. An Owner who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least twenty five percent (25%) of the total number of votes are present, in person or by proxy, at the beginning of such meeting, as well as Owners entitled to cast a majority of the Class B votes, if any. Once an Owner is present at a meeting, such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is set for that adjourned meeting. When voting on any matter requiring a vote by a specified percentage of each class of Owners or of a specific class of Owners, a quorum of each class of Owners or the specific class of Owners must be present in person or by proxy.

If at any meeting of the Association a quorum is not present, a majority of the Owners who are present at such meeting in person or by proxy may recess or adjourn the meeting to such date, time and place as such Owners may agree not more than thirty (30) days after the date and time the original meeting was called, whereupon the Secretary shall announce the date, time and place at the meeting and make other reasonable efforts to notify all Owners of such date, time and place. The meeting shall be resumed at the date, time and place specified in the notice and for purposes of such meeting, a quorum shall be deemed to be present if fifteen percent (15%) of the total number of votes are present.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) adoption of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8. Record Date to Determine Owners; List of Owners. The date and time for determining which Persons are Owners and therefore entitled to vote ("Record Date") shall be the close of business on the tenth business day before the effective date of the notice to the Owners of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than seventy (70) days before the date of the meeting or other action requiring a determination of the Owners, nor shall the Board set a Record Date retroactively. At least ten (10) days before each meeting, the Secretary shall make a complete list of Owners, with the address of each, available for review by the Owners before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Owners Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consent, setting forth the action so taken and signed by all of the Owners entitled to vote with respect to the subject matter thereof, is delivered to the Secretary for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 3

VOTING

Section 3.1. Voting Rights. The voting rights of the Owners of the Association shall be as set forth in Section 4.2 of the Articles of Incorporation.

Section 3.2. Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns, and in any event such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since an Owner may be more than one Person, if only one of such Persons is present at a meeting of the Association or signs a consent, approval or a proxy, that Person shall be entitled to cast the Owner's votes. Only one vote may be cast with respect to such Lot even if more than one Person is present at a meeting as the Owner of a Lot. If any of the Persons constituting an Owner purports to cast the vote appertaining to that Owner or to give an approval or consent without protest being made forthwith by any of the other Persons constituting such Owner to the person presiding over the meeting or otherwise indicated prior to the taking of the action then it shall be conclusively presumed that the Persons constituting the Owner of such Lot are in agreement as to the casting of the vote, approval or consent.

(c) Voting Certificate. If an Owner is not a natural person, the vote by such Owner may be cast by any natural person authorized by such Owner. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Owner and filed with the Secretary; provided, however, that any vote cast by a natural person on behalf of such Owner shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast or within ten (10) days of such meeting by the Owner entitled to cast such vote. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. Wherever the approval or disapproval of an Owner is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Owner at any meeting of the Association.

(d) Delinquency. No Class A Owner may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.3. Manner of Voting. Voting by Owners at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holder's discretion). If uninstructed, the proxy form or instructions shall contain a brief explanation of the effect of leaving the proxy uninstructed. Only instructed

proxies may be granted by any Owner to the managing agent. Only Owners, the Declarant or the Managing Agent may cast a vote by proxy, and no Person other than the Declarant, a Mortgagee (with respect to the Lots on which the Mortgagee holds a Mortgage), the managing agent or an Officer shall cast votes as a proxy for more than five Lots. Proxies shall be in writing, shall be dated, shall be signed by the Owner or a Person authorized by the Owner, shall be valid for eleven (11) months unless a longer time period is provided in the proxy and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner. A sample proxy is attached as Exhibit A.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Article 5), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services in accordance with the Association Documents and provide for Upkeep of the Common Area, Common Easement Areas and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and the Common Easement Areas and the general administration of the Association and, to the extent provided in the Association Documents, of the Lots; and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property and other land (to the extent the Association is so authorized by the Association Documents) and the general administration of the Association.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Owners of any litigation against the Association involving a claim in excess of twenty percent of the total Annual Assessment for Common Expenses.

(9) Obtain and carry insurance against casualties and liabilities, as provided in Article 10 of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(10) Pay the cost of goods and services rendered to the Association.

(11) Notify the appropriate Mortgagee of any default by an Owner in paying Assessments for Common Expenses (which remains uncured for sixty (60) days) or for any other default, simultaneously with the notice sent to the defaulting Owner.

(12) Provide an Association Disclosure Packet or Common Expense Statement with respect to a Lot within fourteen (14) days (or as otherwise required by law) after a written request therefor and payment of the appropriate fee in accordance with Section 6.5 of the Declaration.

(13) Prepare an annual budget in accordance with Article 6 of the Declaration.

(14) Adopt an annual budget and make Assessments to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Annual Assessment for Common Expenses in accordance with Article 6 of the Declaration.

(15) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that, either a Majority Vote of the Owners obtained at a meeting held for such purpose or written approval by Owners entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of twenty percent of the total Annual Assessment for Common Expenses for that fiscal year or, subject to Section 14.4 of the Declaration, mortgage any of the Common Area owned in fee simple by the Association. The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to Annual and Additional Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

(16) Sign deeds, leases, agreements, plats of resubdivision and applications for construction permits or similar documents for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or on its own determination.

(17) Dedicate, lease or transfer any portion of the Common Area owned in fee simple by the Association or grant, relocate or terminate easements, rights-of-way or licenses over and through all the Common Area pursuant to Section 3.2 of the Declaration and subject to the restrictions set forth in Section 14.4 of the Declaration.

(18) In its sole discretion, designate certain portions of the Common Area as Reserved Common Area, pursuant to Section 3.8 of the Declaration, and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(19) In accordance with Section 12.1 of the Declaration, suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household members, guests, employees, tenants, agents and invitees to use the Common Area.

(20) Acquire, hold and dispose of Lots to enforce the collection of Assessments and mortgage the same without the prior approval of the Owners.

(21) Execute and deliver, within thirty (30) days after a request therefor, any easement, right-of-way, deed, license, document or agreement, or any similar instrument required by a governmental agency or authority or utility company in connection with the

development of the Property or as necessary to comply with the site plan or any development plans (including the Development Plan), conditions, ordinances, or requirements for the Property.

(22) Act on behalf of the Association with respect to obligations and responsibilities arising out of and to the extent required by the Development Plan or zoning conditions or requirements, including without limitation, any required membership in one or more transportation demand management association and all duties related thereto.

(23) Exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents, including without limitation, the age-qualification, verification and enforcement provisions set forth in the Declaration to ensure that the Property complies with the "Housing for Older Persons" exemption requirements under the Federal Fair Housing Act and the Virginia Fair Housing Law.

(24) Do anything else not inconsistent with the Act or the Association Documents.

Section 4.2. Meetings of Directors.

(a) Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be determined by a majority of the directors for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary upon written request of at least two directors. All meetings of the Board of Directors shall be open to Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents or as otherwise permitted by law. Any final action taken by the Board of Directors in executive session shall be recorded in the minutes. The Board of Directors may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

(b) Notice. Notice of meetings of the Board of Directors shall be given to each director personally or by mail, telegraph, telecopy or telephone, orally or in writing, at least three (3) business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose thereof. Notice of meetings may also be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the Board of Directors. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(c) Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

(d) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act or the Association Documents. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the recessed or adjourned meeting is reconvened, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. If a meeting is conducted by telephone conference or video conference or similar electronic means, at least two of the members of the Board of Directors shall be physically present at the meeting place included in the notice. The audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the Board of Directors participating in the meeting who is not physically present.

(e) Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Association Documents.

Section 4.3. Action by Directors Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors.

Section 4.4. Number of Directors. During the Declarant Control Period, the Board of Directors shall consist of three directors. After the Declarant Control Period, the Board shall consist of five directors.

ARTICLE 5

MANAGING AGENT

Section 5.1. Compensation. The Board of Directors may employ for the purpose of administering the Property a managing agent at a compensation to be established by the Board. The managing agent may be affiliated with the Declarant.

Section 5.2. Requirements. The managing agent shall be a bona fide business enterprise or independent contractor, which may be affiliated with the Declarant, which manages multi-structure commercial projects or common interest communities. The managing agent or its principals shall have a minimum of two (2) years' experience in community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Property. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property.

Section 5.3. Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.1 (4), (5), (14), (15), (16), (17), (18), (19), (20) and (21). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

Section 5.4. Standards. The Board of Directors shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Board of Directors:

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to one or more but less than all of the Owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(6) a financial report shall be prepared for the Association at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis; (ii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Association on an unaudited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing all Owners who are delinquent in paying assessments and describing the status of any actions to collect such assessments.

Section 5.5. Limitations. The Board of Directors may employ a managing agent for an initial term not to exceed two (2) years; provided, however, that the terms of any such management agreement may be renewable by mutual agreement of the parties for successive one-year terms. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice.

ARTICLE 6

OFFICERS

Section 6.1. Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be Owners (or an officer, partner or employee of an Owner), except for those directors designated or elected by the Declarant, and directors. Any other Officers may, but need not, be Owners, representatives of Owners or directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such Officer by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the Office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by Section 13.1-932 of the Act and Section 55.1-1815 of the POA Act or otherwise by law; give or cause to be given all notices required to be given by the Association; give each Owner notice of any Assessment against such Owner's Lot as soon as practicable after any such Assessment is made; give each Owner notice and a copy of the Rules and Regulations and any amendment thereof; maintain a register setting forth the place to which

all notices to Owners and Mortgagees hereunder shall be delivered; file or cause to be filed the annual reports required by Section 13.1-936 of the Act and Section 55.1-1835 of the POA Act or otherwise by law; make it possible for any Owner or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the Office of Secretary.

Section 6.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6 of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the Office of Treasurer.

Section 6.9. Managing Agent. The managing agent may perform the duties of the Secretary or Treasurer at the direction of the Board of Directors or such Officers.

ARTICLE 7

COMMITTEES

Section 7.1. Required Committees.

(a) Covenants Committee. The Board of Directors may establish a Covenants Committee as set forth in Article 9 of the Declaration. If the Board of Directors does not establish a Covenants Committee, then the Board of Directors shall perform all functions and duties of the Covenants Committee.

(b) Elections Committee. The Board of Directors may establish an Elections Committee as provided in Article 5 of the Articles of Incorporation. If the Board of Directors does not establish an Elections Committee, then the Board of Directors shall perform all functions and duties of the Elections Committee.

Section 7.2. Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time.

Section 7.3. Appointment and Removal. The Board shall appoint the chair of each committee and may either appoint the other committee members or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice; provided, however, that the Board of Directors may not appoint or remove any member of the Initial Construction Committee, such right being reserved to the Declarant.

Section 7.3. Committee Meetings. The procedures for committee meetings shall be the same as set forth for meetings of the Board of Directors in Section 4.2, and the chair shall serve as the presiding officer of the committee.

Section 7.4. Action by Committee Without a Meeting. Any action required or permitted to be taken at a committee meeting may be taken without a meeting if consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the committee members. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

ARTICLE 8

FIDUCIARY DUTIES

Section 8.1. Signature Requirements. Unless otherwise provided in the resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of two percent of the total annual assessment for Common Expenses for that fiscal year and all checks drawn upon reserve accounts shall be signed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of two percent or less of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be signed by any one person designated by the Board of Directors. Notwithstanding the foregoing, instruments creating or paying obligations for less than $2,500.00, except for withdrawals from reserve accounts, may be signed by only one person. The managing agent, if so designated by the Board of Directors, or any Officer of the Association may sign a Statement of Common Expenses or an Association Disclosure Packet on behalf of the Association.

Section 8.2. Conflicts of Interest. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. Any common or interested director or Officer may be counted in determining the presence of a quorum at any meeting of the Board of Directors, a committee or the Owners which authorizes, approves or ratifies any contract or transaction. The voidability of a transaction involving a director or Officer with a conflict of interest shall be determined in accordance with Section 13.1-871 of the Act.

Section 8.3. Liability and Indemnification.

(a) No Personal Liability. The directors, Officers and members of any committee shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Owner shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

(b) Indemnification. The Association shall indemnify the directors, Officers and members of any committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers, members and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the Owners or otherwise.

(c) Directors and Officers Liability Insurance. The Association shall have the power, pursuant to Article 10 of the Declaration, to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of a committee against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 8.4. Compensation of Directors and Officers. The Association may pay a recording secretary. Otherwise, no salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, unless such compensation is approved by a Majority Vote of the Owners. The foregoing shall not preclude

the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

ARTICLE 9

BOOKS AND RECORDS

Section 9.1. Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55.1-1815 of the POA Act or as otherwise required by law. The Association shall keep records of: (i) its governing documents (i.e., Association Documents, Rules and Regulations and Design Guidelines); (ii) its actions (board resolutions, meeting minutes, etc.); and (iii) its financial condition (receipts and expenditures affecting the finances, operation and administration of the Association, budget, financial statements, etc). All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be reviewed annually by an accountant or shall be audited upon (i) a Majority Vote of the Owners, (ii) at the request of a majority of the Mortgagees or (iii) upon the determination of the Board of Directors, by a certified public accountant retained by the Board who shall not be an Owner, an occupant of a Lot, or the managing agent or employee of the managing agent. The cost of such review or audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act and with the Virginia Common Interest Community Board by Section 55.1-1835 of the POA Act and as otherwise required by law.

Section 9.2. Availability. The books and records of the Association shall be available for examination by the Owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Owners in accordance with Section 13.1-933 of the Act and Section 55.1-1815 of the POA Act or as otherwise required by law; provided, however, that the Association is not required to maintain or make available records over three (3) years old unless otherwise required by law. The list of Owners required by Section 2.8 shall be available for inspection for a period of ten (10) days prior to the meeting and at the meeting. Pursuant to Section 13.3 of the Declaration, all Mortgagees or their authorized representatives shall have the right to examine the books and records of the Association on the same terms and conditions as the Owners. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any copies.

Section 9.3. Accounting Report. Within one hundred twenty (20) days after the end of each fiscal year, the Board of Directors shall make available to all Owners and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of the conveyance of the first Lot to an Owner other than the Declarant or a Builder and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

Section 9.5. Association Agent. The Secretary shall be responsible for filing the annual report with the Virginia Common Interest Community Board as required by Section 55.1-1835 of the POA Act.

ARTICLE 10

NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a default, hearing or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner. Notice of meetings may also be included as part of the Association's newsletter if the newsletter is delivered to every Lot within the time period required for such notice.

ARTICLE 11

AMENDMENTS

These Bylaws may only be amended by a Majority Vote of the Owners if the proposed amendment or a summary thereof has been inserted in the notice of meeting or all of the Owners are present in person or by proxy. Except for Articles 4 and 11 and Sections 2.3, 2.5 and 8.3, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided, however, that the proposed amendment has been inserted in the meeting notice; and provided, further, that at least two-thirds of the total number of directors are present at such meeting. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written approval of the Class B Owner, if any. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by the Board of Directors pursuant to the Organizational Minutes dated SEPTEMBER 1, 2020. SEPTEMBER 8, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name on

SECRETARY

#4749440v1 046564/000066

Exhibit A
to the Bylaws

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION

INSTRUCTIONS FOR PROXIES

1. USE THE PROXY ONLY IF YOU DO NOT WISH TO VOTE IN PERSON.

2. A PROXY SHOULD BE SIGNED BY ALL OWNERS OF RECORD OF THE LOT OR LOTS, BUT SIGNATURE BY ONE OWNER IS SUFFICIENT.

3. THE PROXY MAY BE REVOKED ONLY BY ACTUAL NOTICE TO THE PRESIDENT OF THE ASSOCIATION (OR OTHER PERSON PRESIDING OVER THE MEETING IF NOT THE PRESIDENT).

4. Print your name, address and Lot number(s).

5. Print the name of the person you wish to designate as your proxy.

6. If you wish to have someone else vote on your behalf (Uninstructed Proxy): Check appropriate box. By granting an uninstructed proxy, the person to whom such uninstructed proxy is granted may cast your vote as such person so determines.

7. If you wish to indicate your vote (Instructed Proxy): Check the appropriate box and fill in the names of the candidates for the Board of Directors for whom you wish to vote or your vote for or against the question to be decided.

8. Give the proxy form to the person you have designated as your proxy.

9. A copy of the proxy must be filed with the secretary before commencement of the meeting. Please mail or deliver the envelope containing the proxy form to Retreat at Poland Hill Homeowners Association, _____ c/o Secretary.

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION

PROXY FORM

Address_____ Lot No. _____
(I) (WE) _____ AND _____,
(Print) (Print)
under the provisions of Section 3.4 of the Bylaws, hereby grant(s) (MY) (OUR) proxy to *
for the sole purpose of casting (my)(our) votes at the meeting on _____, 20__ or any subsequent meeting called due to a failure to obtain a quorum at the first attempt to hold the meeting.

Check the appropriate box:

☐ The person named in this proxy may cast (my)(our) votes for any candidates for the Board of Directors he or she chooses.

☐ The person named in this proxy must cast (my)(our) votes for the following candidates for the Board of Directors:

_____
_____
_____

☐ The person named in this proxy must cast my votes

For ☐ Against

[Check one box]

_____.
[question to be decided]

The person named in this proxy may ☐ may not ☐ cast (my)(our) votes on any other matter that may arise at the meeting as he or she sees fit.

_____ _____
(Owner's Signature) (Owner's Signature)

Date: _____ Date: _____

NOTE: A COPY OF THE PROXY MUST BE FILED WITH THE SECRETARY BEFORE THE COMMENCEMENT OF THE MEETING.
*IF NO OTHER NAME IS FILLED-IN, THE PROXY SHALL BE AUTOMATICALLY GRANTED TO _____[PRESIDENT].