

Villages at Westminster Homeowners Association

Board's Proposed Amendments of the Bylaws

Recitals are added to reflect history of the Bylaws and amendments

Article I. Name and Location. The principal office is amended to reflect the VAW Clubhouse address rather than the address of the original property developer in Hampton.

Reason: Accuracy.

Article II. Definitions. Section 7 is amended to refer to the Declaration of Covenants, Conditions and Restrictions and to incorporate all capitalized definitions in the Declarations. **Sections 1-6** and **8** are deleted.

Reason: This removes multiple definitions in different documents, which creates confusion and invites different interpretations.

Section 9 definition of Natural Land. It is deleted upon legal advice.

Reason: All legal documents of record are self-contained and stand on their own. Should an easement be amended in the future, it will not contradict with our documents.

Article III. Meeting of Members.

Section 1 Annual Meeting is amended to give the Board discretion to set the Annual Meeting, still in December each year.

Reason: Time, date and location are subject to availability of meeting space and weather conditions.

Section 2. Special Meetings of Homeowners. Strike "Class A Membership."

Reason: This is redundant since we only have Class A Members. The goal is to make the document less clumsy and more easily understood.

Section 3 Notice of Meetings. "shall" words are replaced with "must." Notice is at the call of the president, not the secretary.

Reason: Cleaner language, and reflects best practices. Also is a clear mandate.

Section 4 Quorum. Changes "each class of the membership" to "the membership," and changes "shall" language to "will" or "is."

Reason: This makes the document reflect Plain English or more modern language and is more easily understood.

Article IV. Board of Directors, Selection, Term of Office.

Section 1 Number. Changes the requirement for a member of the Board of Directors to be a member and resident of VAW.

Reason: Originally, Directors worked for and at the direction of the developer since no homes were built. Currently, the language does not speak to either residency or membership (home ownership). The Board feels that resident members have a more vested interest in the day-to-day management of our Association.

Section 2 Term of Office. Adds language that a director's term is 3 years and runs from Annual Meeting to Annual Meeting.

Reason: Obsolete language about the initial Directors serving staggered terms is confusing. This also clarifies when a term starts and ends.

Section 3 Removal. Specifies that a Director appointed to fill a vacancy on the Board serves for the unexpired term of the predecessor or three years, whichever comes first.

Reason Removes a contradiction over whether an appointee served until the next election or until the end of the term.

Section 4 Compensation. Changes "shall" to "may" and "his" to "their."

Reason: Used modern-day language, and is gender neutral.

Section 5 Action Taken Without a Meeting. Replaces "shall" with "will".

Reason: Makes for cleaner reading.

Article V Nomination and Election of Directors

Section 1 Nomination. Changes "shall" to "may", requires all members of the committee to be members, and changes term of a Nominating Committee, if appointed.

Reason: Makes appointment discretionary instead of mandatory, since nominations from the floor are already allowed. If appointed, the Committee expires at the conclusion of the Annual Meeting instead of until the *next* Annual Meeting. Requiring membership in VAW affirms that members will have vested interest in Board composition.

Section 2 Election. Adds permission for a unanimous ballot in uncontested elections. Changes "shall" to "will."

Reason: Requiring a secret written ballot is often unnecessary and results in extra administrative work. Offers consistency with practice, and improves readability.

Section 3 Quorum. Changes “shall” to “will.”

Reason: Makes language consistent within the document, and improves readability.

Article VI Meetings of Directors

Section 1 Regular Meetings. Changes “shall” to “may” or “will.”

Reason: Makes language consistent within the document, and improves readability.

Section 2 Special Meetings. Adds requirement for notice of special meetings to be in writing.

Reason: Clean up ambiguity and the timing requirement for notice of the organizational meeting of the new board.

Section 3 Quorum. Changes “shall” to “will.”

Reason: Makes language consistent within the document, and improves readability.

Article VII Powers and Duties of the Board of Directors

Section 1 Powers. Changes “shall have” to “has the” power

- (a) No change
- (b) Removes the suspension of voting rights and right to use common area 60 days for non-payment of dues
- (c) No change
- (d) Changes “shall be” to “is”
- (e) Adds “and” at end
- (f) New language: Allows Board to “assess violation charges or suspend an Owner’s rights to use the Common Area for the violation of the Association’s Declaration (as amended), Bylaws, Articles of Incorporation, or rules and regulations.”

Reason: Makes language consistent within the document, and improves readability. New language allows imposition of charges and empowers enforcement of violations that are timely and relevant, and not limited to non-payment of assessments but also include noncompliance with other governing documents.

Section 2 Duties. Clean up language throughout (a), (b), (c)(1)-(c10).

(c)(3) Changes requirement to foreclose but keeps duty to take reasonable collection action against payments of assessments that are not paid within 30 days, including filing of a lien

Reason: Requiring foreclosure is unreasonable and contradicts other direction given in the Declaration of Covenants.

Article VIII Officers and Their Duties

Sections 1 – 7. Changes “shall” to “will” and “he/his” to “their.”

Reason: Makes language consistent within the document, and improves readability.

Section 8 Duties. Adds authority to hire property management company, and deletes obsolete duties.

Reason: This authority is implied elsewhere but is not addressed specifically. Also, a corporate seal has not been used for many years and is no longer required under state law.

Article IX Committees Replaces “shall” with “may.”

Reason Makes language consistent within the document, and improves readability.

Article X Books and Records Adds language to allow delegation of the responsibility to the property management company.

Sections (a) and (b), No Change.

Section (c) Adds language to allow delegation of the responsibility to the property management company.

Reason: Retains the Board’s responsibility but makes consistent with modern business practice, which is reinforced by a contract with the management company.

Article XI Liability of Directors and Officers New section requiring the Board to acquire and pay for indemnification insurance for every member of the Board and the officers.

Reason: This is current practice, but the new language makes it a mandate for the Board to have this insurance so Boards and Offices are not held personally liable for actions against them. To not have this insurance for these volunteers acting in their official capacity as representatives of the Board would potentially influence people to not serve our community. There is an exception for coverage for acts done in bad faith or for willful misconduct.

Article XI Assessments. This section is deleted.

Reason: This section serves no purpose and **is unenforceable**. Courts have held that these types of obligations must be set forth in a recorded Declaration of Covenants. As the Declaration already covers this, there is no need for added confusion.

Article XII Corporate Seal. This section is deleted.

Reason: This is no longer required by Virginia.

Article XIII Amendments

Section 1 Class B language is deleted.

Reason: There are no Class B members in our association.

Section 2 Replaces “shall” with “will.”

Reason: Makes language consistent and improves readability.

Article XIV (changed to XII), Miscellaneous. Replaces “shall” with “will.” Adds a signature clause.

Reason: Makes language consistent within the document, and improves readability. Clarifies this is the end of the document.