



BYLAWS
OF
NEW KENT VINEYARDS MASTER PROPERTY OWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

		Page
ARTICLE 1	GENERAL	1
Section 1.1.	Applicability	1
Section 1.2.	Defined Terms	1
Section 1.3.	Compliance	1
Section 1.4.	Provisions of Declaration and Articles of Incorporation to Control	1
Section 1.5.	Office	1
Section 1.6.	Books and Records	1
ARTICLE 2	MEMBERSHIP	2
Section 2.1.	Composition and Powers	2
Section 2.2.	Declarant Control Period	3
Section 2.3.	Annual Meetings	3
Section 2.4.	Place of Meetings	3
Section 2.5.	Special Meetings	3
Section 2.6.	Notice of Meetings	3
Section 2.7.	Order of Business	3
Section 2.8.	Voting	4
Section 2.9.	Quorum	5
Section 2.10.	Conduct of Meeting	5
ARTICLE 3	BOARD OF DIRECTORS	5
Section 3.1.	Number, Qualification and Declarant's Right to Appoint	5
Section 3.2.	Powers and Duties	6
Section 3.3.	Managing Agent	7
Section 3.4.	Election and Term of Office	8
Section 3.5.	Nominations	8
Section 3.6.	Removal of Members of Board of Directors	8
Section 3.7.	Vacancies	8
Section 3.8.	Organizational Meeting	8
Section 3.9.	Regular Meetings	8
Section 3.10.	Special Meetings	9
Section 3.11.	Waiver of Notice	9
Section 3.12.	Conduct of Meetings	9
Section 3.13.	Quorum	9
Section 3.14.	Action Without Meeting	9
Section 3.15.	Compensation	9
Section 3.16.	Fidelity Bonds	9
ARTICLE 4	OFFICERS	9
Section 4.1.	Designation	9
Section 4.2.	Election of Officers	10
Section 4.3.	Removal of Officers	10

Section 4.4.	President	10
Section 4.5.	Vice President.	10
Section 4.6.	Secretary	10
Section 4.7.	Treasurer	10
Section 4.8.	Agreements, Contracts, Deeds, Checks, etc.	10
Section 4.9.	Compensation of Officers.	10
ARTICLE 5	COMMON OR INTERESTED DIRECTORS	11
Section 5.1.	Common or Interested Directors.	11
Section 5.2.	Exculpation of the Association.	11
ARTICLE 6	MISCELLANEOUS	12
Section 6.1.	Notices.....	12
Section 6.2.	Invalidity.	12
Section 6.3.	Captions.....	12
Section 6.4.	Gender.	12
ARTICLE 7	AMENDMENTS TO BYLAWS	12
Section 7.1.	Amendments.....	12
Section 7.2.	Conflicts.	13
Section 7.3.	Restrictions on Amendments.	13

BYLAWS
OF
NEW KENT VINEYARDS MASTER PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE 1

GENERAL

Section 1.1. Applicability. These are the Bylaws of NEW KENT VINEYARDS MASTER PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), which has been organized for the purpose of operating and managing the Common Areas of New Kent Vineyards (the "Community"), a mixed use community located along State Route 106 north of Interstate 64 in New Kent County, Virginia, which is described in Exhibit A attached to the Declaration of Covenants, Conditions and Restrictions for New Kent Vineyards Master Property Owners' Association, Inc, as amended from time to time (the "Declaration").

Section 1.2. Defined Terms. Unless otherwise defined herein, certain initially capitalized words and terms used herein shall have the same meaning as defined in the Declaration.

Section 1.3. Compliance. Members, Owners, tenants, guests or employees of Owners or any other person that might use the Properties in any manner shall comply with these Bylaws and are subject to the terms and provisions of the Declaration, the Articles of Incorporation for the Association, these Bylaws, and the rules and regulations of the Association, as all of the foregoing may be modified from time to time (collectively, the "Association Instruments").

Section 1.4. Provisions of Declaration and Articles of Incorporation to Control. The provisions of these Bylaws are applicable to the Properties, and the terms and provisions hereof are expressly subject to the terms and provisions contained in the Articles of Incorporation and the Declaration. In the event of a conflict or inconsistency between: (a) these Bylaws and (b) the Articles of Incorporation or the Declaration, the Articles of Incorporation or Declaration, as applicable, shall control.

Section 1.5. Office. The office of the Association and the Board of Directors shall be located at the Community or at such other place as may be designated from time to time by the Board of Directors.

Section 1.6. Books and Records. The Association shall maintain current copies of the Declaration, Articles, Bylaws, rules and regulations for the Community as well as its own books, records, and financial statements available for inspection and copying by members of the board of directors of each District Association, their agents and representatives, and other Members, by Owners or by Mortgagees during normal business hours at the office of the Association.

ARTICLE 2

MEMBERSHIP

Section 2.1. Composition and Powers.

(a) All of the Members, acting as a group in accordance with the Declaration, the Articles of Incorporation and these Bylaws, shall constitute the Association. The Association shall act merely as an agent for the Members as a group. The Association shall have the responsibility of administering the Properties, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Common Area and performing all of the other acts that may be required to be performed by the Association by the Association Instruments. Except for the performance of those matters which either the Articles or the Declaration specifically require to be authorized by the vote of the Members, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 3 hereof. The Association shall have, in addition to those powers listed in the Articles of Incorporation, all of the powers reasonably necessary to implement and effect the rules and objectives set forth in the Association Instruments.

(b) Each Member shall belong to one of the following classes, each with the qualifications and rights set forth herein and in the Declaration:

(i) Class "A". Class "A" Members shall be the District Developer for each District in which no Residential District Association has been formed and the Residential District Association for each District in which a Residential District Association has been formed for each of (a) the Land Bay IA Residential District, (b) the Land Bay III Residential District, (c) the Land Bay IV Residential District and (d) the Land Bay V Residential District.

(ii) Class "B". The Class "B" Member shall be the Declarant. The Class "B" membership shall terminate and convert to Class "A" membership upon the earlier of: (a) when none of the Declarant, its Affiliates nor any District Developer or an Affiliate of a District Developer to whom the rights of Declarant and its Class "B" Member rights have been timely assigned by a document recorded in the Clerk's Office owns any of the Property or any of the Additional Property; or (b) when, in its discretion, the Declarant so determines as evidenced by a written instrument executed by Declarant and recorded in the Clerk's Office.

(iii) Class "C". Class "C" Members shall be the District Developer for each District in which no District Association has been formed and the District Association for each District in which a District Association has been formed for each of (i) the Land Bay I Commercial District, (ii) the Land Bay III Commercial District, (iii) the Land Bay IV Commercial District and (iv) the Land Bay V Commercial District.

(iv) Class "D". Class "D" Members shall be the District Developers for each of the Land Bay IA Commercial District, the Land Bay IB Residential District and the Land Bay II Residential District during such period in which no District Association has been formed and, thereafter, the District Association for each such District for which a District Association has been formed. The District Developers for the Land Bay IA Commercial District, the Land Bay

IB Residential District and the Land Bay II Residential District shall be designated in the Supplemental Declarations submitting such Districts to this Declaration.

Section 2.2. Declarant Control Period. During the Declarant Control Period, the Declarant shall be entitled to designate a Majority of the members of the Board of Directors. Within sixty (60) days after the expiration of the Declarant Control Period, a special meeting of the Association shall be held. At such meeting, the persons designated by the Declarant, in its capacity as the Declarant and not as the member of a Voting Group, shall resign as members of the Board of Directors, and the Members, shall elect a new Board of Directors.

Section 2.3. Annual Meetings. During the Declarant Control Period meetings of the Association shall be held at least once a year. The first such meeting shall be held within one (1) year after the date of formation of the Association. After the termination of the Declarant Control Period, and the new Board of Directors is elected by the Members, the annual meetings of the Association shall be held during the second month preceding the beginning of each fiscal year of the Association, at a day, time and place as the Board of Directors may determine. At such annual meetings the Board of Directors shall be elected by a written ballot of the Voting Representatives in accordance with Section 3.4 of these Bylaws.

Section 2.4. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 2.5. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Voting Representatives for any three (3) Members. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.6. Notice of Meetings. The Secretary shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting of the Association, deliver notice of the time, place, and purpose of such meeting either personally or by United States mail, to all Owners at the address of their respective Lots or to such other addresses as any of them may have designated, and to all of the Members.

Section 2.7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting;
- (c) Reading of Minutes of preceding meeting;
- (d) Reports of Officers and Board of Directors;
- (e) Reports of committees;

- (f) Election or appointment of inspectors of election (when so required);
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business; and lastly
- (i) New business.

Section 2.8. Voting.

(a) At every meeting of the Association, each Member, acting through its Voting Representative, shall have the number of votes as set forth below:

(i) The Class "A" Member representing each District shall be entitled to two (2) votes for each such District. Unless otherwise specified in this Declaration or the Bylaws, the votes for each Class "A" Member shall be exercised by the Voting Representative for that Residential District.

(ii) The Class "B" Member shall be entitled (i) to have one more vote than the aggregate of all Class "A" and Class "C" Members' votes and (ii) to appoint a majority of the members of the Board of Directors during the Declarant Control Period, as specified in the Bylaws.

(iii) The Class "C" Member representing each District shall be entitled to one (1) vote for each such District. Unless otherwise specified in this Declaration or the Bylaws, the votes for each Class "C" Member shall be exercised by the Voting Representative for that District.

(iv) The Class "D" Member representing each District shall not be entitled to cast any votes. However, except as otherwise provided in this Declaration or the Bylaws, the Voting Representative for the Class "D" Members shall be entitled to all other privileges (including, without limitation, notice and an opportunity to attend meetings of Voting Representatives) available to Voting Representatives pursuant to this Declaration, the Articles and the Bylaws.

(b) The votes appertaining to any Member may be cast pursuant to a proxy or proxies approved by the Board of Directors. No proxy shall be revocable except by actual notice from the Voting Representative to the person presiding over the meeting of the Association that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the proxy has not been witnessed by an individual person who shall sign his full name and address. The proxy of any Person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that Person. Any proxy shall terminate automatically after the first meeting held on or after the date of that proxy or any recess or adjournment of that meeting held within thirty (30) days thereafter. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

(c) Unless greater than a Majority vote is otherwise specifically required by

the Association Instruments, the vote of a Majority of the aggregate votes cast in person or by proxy by Voting Representatives at a duly convened meeting at which a quorum is present is required to adopt decisions made at any meeting of the Association.

(d) In the event the Declarant designate any additional class or classes of member as permitted by the Articles and the Declaration, such additional class or classes shall have the rights and qualifications as determined by the Declarant at the time of such designation, and shall be set forth in an amendment to these Bylaws, which amendment shall not require the approval of the Members.

Section 2.9. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast more than twenty-five percent (25%) of the votes, whether in person or by proxy, are present at the beginning of the meeting. If a quorum is not present at the beginning of the meeting, the meeting shall be adjourned to a time not less than forty-eight (48) hours from the time of adjournment. A quorum shall be deemed to be present throughout such succeeding meeting if persons entitled to cast more than ten percent (10%) of the votes, whether in person or by proxy, are present at the beginning of the meeting.

Section 2.10. Conduct of Meeting. The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all other transactions occurring thereat. The President may appoint a person to act as Parliamentarian at the beginning of each meeting. The most current edition of Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Association Instruments.

Section 2.11. Owner's Rights. An Owner shall not be a Member solely by virtue of ownership of a Lot. However, an Owner shall have the right to petition the Board of Directors for an opportunity to present to the Board at a regular meeting of the Board, matters of interest to the Owners. At least two (2) members of the Board must approve such request in writing matter following submission of a written petition from the Owner to the Secretary of the Association. The Board shall have the right to determine the meeting of the Board at which the Owner may present the matter of interest, to set the length of presentation permitted, to reschedule the meeting or presentation, and otherwise to establish rules and procedures for the presentation.

ARTICLE 3

BOARD OF DIRECTORS

Section 3.1. Number, Qualification and Declarant's Right to Appoint. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of three (3) persons, who may but need not be Owners or Members or officers or employees of Owners or Members, or Mortgagees (or designees of Mortgagees). During the Declarant Control Period, the Declarant shall have the right to designate two (2) members of the Board of Directors and the District Developers for the Land Bay I Residential District and the Land Bay II Residential District shall have the right to designate one (1) member of the Board of Directors. Within sixty (60) days after the expiration of the Declarant Control Period, a special

meeting of the Association shall be held. At such meeting, the persons designated by the Declarant, in its capacity as the Declarant and not as the member of a Voting Group, shall resign as members of the Board of Directors, and the Members shall elect a new Board of Directors in accordance with this Section. Each Voting Group shall have the right to elect one (1) member of the Board of Directors. The Board of Directors shall be expanded by one (1) member for each additional Voting Group created beyond the three initial Voting Groups provided for in the Declaration (i.e., the Residential Voting Group, the Declarant Voting Group and the Commercial Voting Group).

Section 3.2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Community and may do all such acts and things which are not, by the Association Instruments, directed to be exercised and done by the Members.

(a) Powers. Subject to compliance with the applicable provisions of the Declaration, the Board of Directors shall have the power, without limitation, from time to time to:

- (i) adopt any rules and regulations and amendments and modifications thereto, from time to time (the "**Rules and Regulations**") deemed appropriate by it for the governance of the Community; including, but not limited to, governing the use of the Common Areas and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof; provided, however, the Rules and Regulations shall not be in conflict with the Association Instruments;
- (ii) suspend the voting rights and right to use the Common Areas during any period in which such Owners shall be in default in the payment of any Assessment levied by the Association or the Amenity Fee;
- (iii) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (iv) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or applicable Virginia law;
- (v) form and appoint the members of such committees as the Board shall deem necessary or desirable;
- (vi) The Board shall have the power to mortgage or place a deed of trust on any portion of the Common Area provided that the Declarant Control Period has expired.

- (vii) Employ, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Association.
 - (viii) Make or cause to be made additional improvements on and as a part of the Common Areas.
 - (ix) Elect or provide for the appointment of the New Construction Committee, the members of which must have the same qualifications as officers.
 - (x) Acquire, hold, convey, and encumber title to real property, including but not limited to Common Area and Lots.
 - (xi) Grant easements through the Common Areas
 - (xii) Assert, through litigation or otherwise, defend against, compromise, adjust, and settle any claims or actions related to Common Areas and Areas of Common Responsibility, other than claims against or actions involving the Declarant during the Declarant Control Period
 - (xiii) Apply for any governmental approvals under state and local law on behalf of the Members and Owners.
- (b) Duties. It shall be the duty of the Board of Directors to:
- (i) cause to be kept a complete record of all its acts and corporate affairs;
 - (ii) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
 - (iii) as more fully provided in Section 6 of these Bylaws, to determine and collect all Assessments, and foreclose the lien against any Lot for which assessments are not paid within the due date specified in these Bylaws;
 - (iv) procure and maintain adequate liability and hazard insurance on the Common Area as provided in these Bylaws or the Declaration;
 - (v) cause all offices or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate; and
 - (vi) cause the Common Area to be maintained in accordance with the Community Wide Standard.

Section 3.3. **Managing Agent.** The Board of Directors may employ a professional manager for the Association at a compensation established by the Board of Directors, to perform

such duties and services as the Board of Directors shall authorize.

Section 3.4. Election and Term of Office. The first Board of Directors elected after the end of the Declarant Control Period shall be elected simultaneously by the Voting Groups with each Voting Group electing one (1) member of the Board. Each Member, through its Voting Representative, shall be entitled to cast all of its votes with respect to each vacancy to be filled from each slate for which such Member is entitled to vote. The candidate receiving the most votes shall be elected. The directors so elected shall serve for a period of one (1) year. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Cumulative voting shall not be permitted.

Section 3.5. Nominations. Nominations for election as members of the Board of Directors at the annual meeting shall occur only as set forth in this Section 3.5. In order to be nominated, a nomination petition signed by at least two (2) Members shall be submitted to the Board of Directors at least twenty-one (21) days before the annual meeting. The petition shall include a statement that the Member is willing to be nominated, and a biographical sketch of the nominee. The Board of Directors shall cause the names of all those who are duly nominated, along with a copy of their biographical sketches, to be made available to the Members and all Owners not less than ten (10) days prior to the annual meeting. Nominations from the floor at the annual meeting shall be permitted subject to such rules as shall be established by the Board of Directors.

Section 3.6. Removal of Members of Board of Directors. Any director elected by the Members through their Voting Representatives may be removed, with or without cause, by a majority vote of the Voting Representatives entitled to be cast for the election of such director. Any Director whose removal has been proposed by the Members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 3.7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director in accordance with Section 3.6 above shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced.

Section 3.8. Organizational Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Association shall be determined by the Board of Directors immediately following the Association meeting and no further notice shall be necessary to the newly elected members of the Board of Directors. Such meeting shall occur within thirty (30) days following the annual meeting of the Association.

Section 3.9. Regular Meetings. 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, but meetings shall be held at least once every three (3) months during each fiscal or calendar year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail or hand delivery, at least three (3) business days prior to the day

designated for such meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail or hand delivery. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may be called by the President or Secretary in like manner and by like notice upon the written request of at least two (2) Directors.

Section 3.11. 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 by him of the time and place of such 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.

Section 3.12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors. The Secretary shall keep the minute book of the Board of Directors and shall record all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings therein. The most current edition of Roberts Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Association Instruments.

Section 3.13. Quorum. A quorum of the Board of Directors shall be deemed to be present throughout any meeting of the Association until adjourned if more than fifty percent (50%) of the Directors entitled to vote are present at the beginning of the meeting. A meeting shall not begin and no action shall be taken unless a quorum is present.

Section 3.14. Action 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 all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.15. Compensation. Director's compensation, if any, shall be determined by the Members of the Association.

Section 3.16. Fidelity Bonds. The Board of Directors may require adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

ARTICLE 4

OFFICERS

Section 4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President, but

no other officer, shall be required to be members of the Board of Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office until a successor is elected.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors.

Section 4.4. President. The President shall be the chief executive of the Association and a voting member of the Board of Directors. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the Virginia Nonstock Corporation Act, including but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the President's duties 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 a member of the Board of Directors 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 upon him by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, and he shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of the secretary of a nonstock corporation organized under the Virginia Nonstock Corporation Act.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors or the Manager, in such depositories as may from time to time be designated by the Board of Directors. An annual audit of the Association's financial records may be conducted at the discretion of the Board of Directors.

Section 4.8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by an officer of the Association or by such other person as may be designated by the Board of Directors.

Section 4.9. Compensation of Officers. Officer's compensation, if any, shall be determined by the Members of the Association.

ARTICLE 5

COMMON OR INTERESTED DIRECTORS

Section 5.1. Common or Interested Directors. The Board of Directors shall exercise its powers and perform its duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, shall not be void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because such Director's or Directors' votes are counted for such purpose, provided that any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority of them, and they approve or ratify the contract or transaction in good faith by a Majority vote; or
- (c) The cost of any services or goods contracted for is competitive with the cost of like services or goods provided by other reputable companies offering such services or goods in the Richmond metropolitan area; or
- (d) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

A common or interested Director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction as if he were not such a common or interested Director or officer.

Section 5.2. Exculpation of the Association. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to any person or property caused by the elements, by the Members or by the Owner of any Lot, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Member and/or Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Area. No offset, diminution or abatement of any assessments, as elsewhere provided herein, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Properties or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other

governmental authority.

ARTICLE 6

MISCELLANEOUS

Section 6.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid:

- (a) If to one of the Members and/or an Owner, at the address which the Member and/or Owner shall designate in writing and file with the Secretary of the Association, or if no such address is designated, at the principal office of the Member or the address of the Lot of such Owner, as applicable; or
- (b) If to the Association, the Board of Directors, or the manager for the Association, at the principal office of the manager if there be one and if there is none, at the residence of the President of the Association and the members of the Board of Directors or at such other address as shall be designated in writing for the Association and/or Board of Directors pursuant to this Section.

Section 6.2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 6.3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 6.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and vice versa and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

ARTICLE 7

AMENDMENTS TO BYLAWS

Section 7.1. Amendments.

- (a) Except as otherwise provided in this Section 7.1, these Bylaws may be modified or amended
 - (i) By the Members, through their Voting Representatives, entitled to cast at least two-thirds of all of the votes entitled to be cast by all of the Members at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each

Member and Owner at least twenty-one (21) days in advance of such meeting; or

- (ii) Pursuant to a written instrument duly executed by Members entitled to cast at least two-thirds of all of the votes entitled to be cast by the Members, provided that the board of directors of each Member that is a District Association executing the written instrument voted in favor of executing the written instrument by a two-thirds majority vote.
- (b) During the Declarant Control Period these Bylaws may be modified or amended by the Declarant without any approval of the Members being required to (i) make technical amendments which do not materially alter the rights of the Members and/or Owners, or (ii) comply with the requirements, as modified from time to time, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Veterans' Administration, including, without limitation, insurance and maintenance requirements with respect to the Common Area or other Areas of Common Responsibility. Amendments to these Bylaws resulting solely from or required in connection with the submission of Additional Property to the Community may be made by the Declarant as set forth in the Declaration, and nothing in these Bylaws shall be deemed to require the approval or consent of any Member or Owner. Each Member and Owner shall be given written notice of all amendments made pursuant to this subsection within thirty (30) days after the date such amendment is effective.

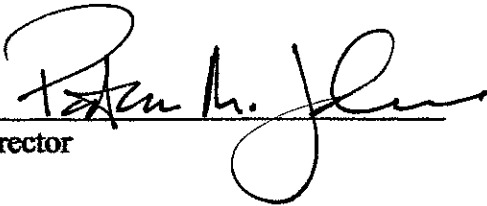
Section 7.2. Conflicts. No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act (as defined the Articles of Incorporation), the Articles of Incorporation or the Declaration.

Section 7.3. Restrictions on Amendments.

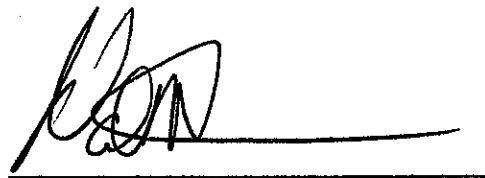
- (a) Until the expiration of the Declarant Control Period, the following sections of these Bylaws may not be amended without the consent in writing of the Declarant: (i) Section 2.2 (Declarant Control Period), (ii) Section 2.8 (Voting), (iii) Section 3.1 (Number, Qualification, and Declarant's Right to Appoint), and (iv) Section 7.3 (Restrictions on Amendments) of this Article.
- (b) Except as allowed under Section 2.8(d) above, these Bylaws may not be amended or modified without both of the following: (a) the express written consent and approval of Declarant during the Declarant Control Period, thereafter, with the written consent of the Association acting through an official act of the Board of directors, and (b) all District Developers during the applicable District Developer Control Periods applicable to such Districts and, thereafter, with the unanimous written

consent and approval of all Members through an official act of its board of directors for each District for which the applicable District Developer Control Period has expired. No amendment may remove, revoke or modify and right or privilege of Declarant or of any District Developer or the assignee of any such right or privilege without the written consent of the Person whose right or privilege is being removed, revoked or modified.

IN WITNESS WHEREOF, we, being all of the directors of the New Kent Vineyards Master Property Owners' Association, Inc., have hereunto set our hands this 8 day of October, 2008.



Director



Director

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the New Kent Vineyards Master Property Owners' Association, Inc., a Virginia nonstock corporation (the "Association"); and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by unanimous written consent of the Board of Directors thereof dated the 3 day of June, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8 day of October, 2008.

By:

Perrigan Whitehurst
Secretary