

**BYLAWS**  
**MOSBY MOUNTAIN COMMUNITY ASSOCIATION, INC.**

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**ARTICLE I - GENERAL**

Section 1. Supercedure. These bylaws supersede any bylaws previously provided by Evergreen Land Company or any other party but which were never formally adopted by the Mosby Mountain Community Association, a Virginia non-stock corporation (the “Association”).

Section 2. Purpose and Official Address. These Bylaws provide for the governance of the “Association.” The official address of the Association is P.O. Box 1282, Charlottesville, VA 22902.

Section 3. Accord and Definitions. These articles are adopted in accordance with the Articles of Incorporation of the Association and the Declaration of Covenants and Restrictions of Mosby Mountain dated January 7, 2004, and recorded in the Clerk’s Office of the Circuit Court of the County of Albemarle in Deed Book 2682, Page 491, et seq. (the “Covenants”). All terms used and not specifically defined hereinafter in Article III shall have the meanings specified for such terms in the Articles of Incorporation and/or the Covenants.

Section 4. Compliance. Pursuant to the Covenants and these Bylaws, every Member shall comply with the provisions of these Bylaws which are enacted to further the lawful purposes of the Association set forth in Article II of these Bylaws.

**ARTICLE II - PURPOSE**

As stated in Article II of the Articles of Incorporation of Mosby Mountain Community Association, the Association is organized and shall be operated exclusively as a Homeowners Association within the meaning of Section 528(c) of the Internal Revenue Code of 1986, as amended. Under Virginia law, the Association is also governed by the Virginia Property Owners Association Act, Section 55-508 et seq. of the Code of Virginia (1950, as amended). The purpose of the Association is to:

- A. Enforce the Covenants and exercise all of the powers and privileges and perform all of the duties and obligations of the Association;

- B. Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the Covenants and Bylaws;
- C. Pay all expenses of the Association;
- D. Subject to the Covenants and Bylaws, acquire, own, hold, provide, build upon, operate, maintain, convey, sell, lease, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and exercise or waive any rights in its favor arising from the Covenants; and
- E. Have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Stock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure, other than by acquiring, constructing or providing management, maintenance and care of the Mosby Mountain Common Areas, and other than by rebate of excess membership dues, fees and assessments, to the benefit of any private individual.

### **ARTICLE III – DEFINITIONS**

- A. “Association” shall mean and refer to Mosby Mountain Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.
- B. “Common Areas” shall have the meaning set forth in the Declaration of Covenants and Restrictions of Mosby Mountain.
- C. “Conservation Areas” shall mean and refer to those certain portions of the Existing Property shown as “Conservations Areas” on the “Subdivision Plat Mosby Mountain” prepared by Kirk Hughes & Associates, dated October 31, 2002, last revised January 1, 2004, which Subdivision Plat is attached to and recorded with the Covenants.
- D. “Family Dwelling Unit” shall mean and refer to any improved property or any property formerly classified a Residential Lot for which a building permit has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a Single Family Dwelling.
- E. “Fiscal Year” shall mean and refer to the Association’s 12-month accounting period, beginning each year on January 1 and ending December 31.
- F. “In writing” or “written,” except in the cases of notice of meetings and notice of compliance, includes communication by mail, hand delivery, or electronic mail (email), provided that, in the case of email, the Member has authorized the Association to use that email address for official communications.
- G. “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of fee simple title to any Family Dwelling Unit which is a part of the Properties.
- H. “Covenants” shall, unless the context otherwise indicates, mean and refer to any or all of those restrictions and covenants contained in the Declaration of Covenants and Restrictions of Mosby Mountain of record in the Clerk’s Office of the Circuit Court of Albemarle County in Deed Book 4682, at Page 491 et seq. and thereby imposed on the Properties, and any recorded hereafter and imposed on the Properties.
- I. “Tenant” shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit.

### **ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner and Tenant, unless otherwise specified, shall be a Member of the Association. When more than one person holds an interest in any Family Dwelling Unit, all such persons shall be Members. Upon execution of a lease agreement, an Owner shall be required to submit the name(s) of the Tenant(s) and the duration of the tenancy to the Secretary of the Association. Tenants shall not be Voting Members.

Section 2. Voting Rights. There shall be one class of Voting Membership. The Board of Directors may suspend the voting rights of any Voting Member during any period of time when such Voting Member is in default of any obligation of these bylaws or the Covenants. Every Family Dwelling Unit shall constitute a Voting Member entitled to cast one (1) vote. When any property is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, their acts with respect to voting shall have the following effect:

- 1) If only one (1) votes, in person or in proxy, his act shall bind all;
- 2) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- 3) If more than one (1) votes, in person or in proxy, the act of the majority so voting shall bind all.

The principles of this section shall apply, insofar as possible, to the execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Change of Address. It shall be the obligation of every Member to immediately notify the Secretary of the Association of any change of mailing address, including change of email address for those Members who have authorized the Secretary of the Association to use their email address for official communications.

## **ARTICLE V – DIRECTORS**

Section 1. Governance. The Association shall be governed by a Board of Directors consisting of not more than seven (7) and not less than five (5) members of the Association of which at least three (3) will also serve as Officers. The Board of Directors will consist of the Officers of the Association and no more than four (4) Members-at-Large. The Board of Directors as well as the Officers shall be elected by the Voting Members of the Association.

Section 2. Tenure. Elections for Directors shall be held at the annual meeting of the Association and Directors shall take office on the following January 1<sup>st</sup>. They shall serve a term of two (2) years or until the election and qualification of his successor or until his death, resignation, or removal in the manner prescribed in Sections 4 and 5 of this Article. The terms of Directors shall be staggered, with three (3) Board members elected at the annual meeting in even-numbered years and four (4) Board members elected at the annual meeting in odd-numbered years. Board members shall be eligible to serve a maximum of two (2) consecutive terms. A Director appointed to fill an unexpired term shall be eligible for election to a maximum of two (2) additional consecutive terms. Officers, whose terms and service are governed by Article VIII

of these Bylaws, shall be elected by the Membership to serve one (1) year terms and may be eligible for election to a maximum of four (4) consecutive terms.

Section 3. Election of the Board of Directors. Election of the Board of Directors shall occur at the annual meeting of the Members. Each Voting Member may cast the total number of votes he is entitled for each vacancy to be filled. Ballots for such elections shall be mailed fourteen (14) days prior to the annual meeting of the Members.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Voting Members shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy. Any person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced.

Section 5. Removal of a Board Member. Any Director may be removed with or without cause by a Majority Vote of the Voting Members and a successor Director may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Voting Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he or she shall be given an opportunity to be heard at the meeting.

Section 6. Quorum of Meetings of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at a meeting in which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting to a new date. At any such adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all members of the Board of Directors shall individually consent in writing to such action. Any such written consent shall be filed with the minutes of the next duly called meeting of the Board of Directors.

Section 8. Regular Meetings of the Board of Directors. The Board of Directors shall be hold meetings at least each calendar quarter and more often if necessary to carry out their duties at a location that is convenient for Board members. The President shall set the date of such regular meetings by giving written notice as required by Section 10 of this Article.

Section 9. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors by giving notice as provided in Section 10 of this Article. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such a special meeting.

Section 10. Notice of Meetings of the Board of Directors When a notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting by written notice or email sent to the last email address provided to the Secretary to each Director. Any Director may waive notice of any meeting before or after the time of the meeting stated and attendance of a Director at any meeting shall constitute a waiver of notice of such

meeting except where a Director attend a meeting for the purpose of objecting to the transaction of any business because the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless specifically required by law, the Articles of Incorporation, these Bylaws or the Covenants.

Section 11. Compensation. Directors of the Association shall not receive any stated salaries for their services, but by resolution of the Board of Directors any Director may be reimbursed for his actual expenses incurred in the performance of their duties as Director but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

## **ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Mosby Mountain Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;
- B. Suspend the voting rights and right to use the Mosby Mountain Common Areas of any member during any period in which such Member shall be in default of any obligation by the Association.
- C. Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership; and
- D. Employ a manager, an independent contractor, or such other employee as they deem necessary and to prescribe their duties.

Section 2. Duties. The duties of the Board of Directors shall be to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at a special meeting when such statement is requested in writing by one-fourth (1/4) vote of the Voting Members who are entitled to vote;
- B. Supervise all Officers, agents and employees of the Association, and see that their duties are properly performed.
- C. Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association;
- D. Cause the Officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- E. Fix and Create Liens and Personal Obligations of Assessments. In accordance with the Covenants and Restrictions, all Owners agree to pay to the Association (i) annual assessments or charges; and (ii) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as

hereinafter provided. The regular annual and special assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

i. Purposes of Assessments. The regular annual assessments levied by the Association shall be used for promoting the health, safety and common benefit of the Owner and for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas, and to provide such other services which the Association is authorized to provide.

ii. Special Assessments for Improvements and Additions. In addition to the regular annual assessments, the Association may levy special assessments for the following purposes: (i) construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto; (ii) for additions to the Common Area; (iii) to provide the necessary facilities and equipment to offer the service authorized herein; and (iv) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein. Such special assessment, before being charged, must have received the approval of the Voting Members by the favorable vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association.

- F. Prepare and Submit an Annual Budget. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year to prepare a budget covering the estimated cost of operating the Association during the next year. The Board may not, without a majority of votes cast, in person or by proxy, at a meeting of the membership convened, increase the Assessment more than ten percent (10%) greater than the Assessment for the immediately preceding fiscal year or the percentage increase during the previous one (1) year period in the Consumer Price Index, U.S. City Average, All Items (1967=100), or if not available, a comparable pricing index., whichever is greater. Written notice of assessments shall thereupon be sent to every Owner subject thereto. The Board of Directors shall make available to all Members, prior to the first day of the next fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.
- G. Prepare and Execute Annual Statements. The President, Secretary/Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Any holder of a first or second mortgage on Family Dwelling Unit shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

- H. Maintain and operate the Common Areas and authorize improvements thereon.
- I. Appoint Committees. The Board of Directors shall appoint Committees to assist in the operation of the Association.
- J. Other duties as set forth in the Covenants.

## **ARTICLE VII – ASSOCIATION MEETINGS**

Section 1. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Voting Members at an open meeting of the Association shall be as follows:

- A. The first time a meeting of the Members of the Association is called to vote on:
  - i. an increase in the Maximum regular Annual Assessment greater than that provided for by Section 7 of Article V of the Covenants,
  - ii. a Special Assessment as provided for by Section 4 of Article V of the Covenants,
  - iii. the gift or sale of any parcel of land and improvements thereon designated as a Common Area as provided for by subparagraph (f) of Section 3 of Article IV of the Covenants,
  - iv. an Amendment to the Covenants as provided for by Section 2 of Article X of the Covenants, or
  - v. the termination of the Covenants as provided in Section 1 of Article X of the Covenants,

the presence at the meeting of Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the Voting Membership required for such action shall constitute a quorum.
- B. The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (A) above, the presence at the meeting of the Members or proxies entitled to cast fifteen percent (15%) of the total vote of the Membership required for such action shall constitute a quorum.
- C. If the required quorum is not present at any meeting described in subparagraphs (A) and (B) above, with the exception of any meeting called to vote on the termination of the Covenants described in subparagraph (a) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.
- D. Unless otherwise provided, any reference hereafter to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements established in this Article VIII.

Section 2. Proxies. Any Voting Member of the Association may vote and transact business at any meeting of the Association in person or by proxy. A proxy shall be in writing, shall be executed by the Voting Member, shall designate a Member of the Association, including any Officer or Director, as their proxy, shall set forth the meeting at which the proxy is valid, and shall be filed with the Secretary of the Association prior to the start of the meeting.

Section 3. Ballots. When desired by the Board of Directors, there shall be sent with the notices of regular or special meetings of the Association, a statement of certain motions and/or elections to be introduced for vote of the Voting Members and a ballot on which each Voting Member may vote for or against. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 1 of this Article V; provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on ballots.

Section 4. Annual and Special Meetings. The annual meeting of the Association shall be held on such date and time during the month of December of each year as shall be fixed by the Board of Directors. Special meetings of the Members may be called by the President or a majority of the Directors, and by the Secretary upon demand of Members as required by law. Meetings of the Association shall be held at such suitable place as may be designated by the Board of Directors.

Section 5. Notice of Meetings. Written notice stating the place, day and hour of each meeting of Members, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) days before the date of the meeting (except when a different time is required by law). If mailed, such notice shall be deemed to be effective when deposited in the United States mail with proper postage thereon prepaid, addressed to the Member at his or her address as it appears on the Association's current record of Members. If given in any other manner, such notice shall be deemed to be effective when given personally, given to a private courier to be delivered, or sent by an electronic communication normally capable of reaching the recipient the same day. In the case of an electronic communication, the Member shall have given express authorization to the Secretary of the Association to send such notices electronically. Notice to one of two or more co-owners shall constitute notice to all Owners. Notice sent to one of two or more co-tenants shall constitute notice to all Tenants. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of official communication address, including email address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

If an Association meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjournment is fixed, notice of the adjourned meeting shall be given to persons who are Members as of the new record date unless a court provides otherwise.

Section 6. Record Dates. The record date for determining Members entitled to demand a special meeting is the date the first Member signs the demand to the Secretary calling for the meeting to be held.

Except as provided in the preceding paragraph, the Board of Directors may fix, in advance, a record date to make a determination of the Voting Members entitled to notice of, or to vote at, any meeting of Members, such date to be not more than seventy (70) days before the meeting or action requiring a determination of Members. If no such date is set for any meeting, then, except as provided in the preceding paragraph, the record date shall be the close of business on the day before the date on which the first notice of the meeting is sent.

When determination of Members entitled to notice of or to vote at any meeting of Members has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

## **ARTICLE VIII - OFFICERS**

Section 1. Officers. The Officers of the Association shall be the President, Vice President and Secretary/Treasurer. No two or more offices may be held by the same person. All Officers must be Voting Members of the Association.

Section 2. Election, Term of Office and Vacancies. The Officers of the Association shall be elected annually for a one (1) year term by the Voting Members of the Association from the Directors eligible to serve for the following year. Officers are eligible to serve four (4) successive terms of office. An Officer appointed to fill an unexpired term is eligible for election for three (3) additional consecutive terms. A vacancy in any Office arising because of death, resignation, and removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term. In the event of resignation, death or disability of the President, the Vice President will become the President.

Section 3. Removal. Any Officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective Offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors.

- A. President. The President shall be the official representative in the activities of the Association and shall be responsible for submitting such reports and forms as may be required by the Association. The President shall preside at all meetings of the Board of Directors and the membership.
- B. Vice President. The Vice President shall act in the absence or disability of the President.
- C. Secretary/Treasurer. The Secretary/Treasurer shall record the minutes of the Board of Directors and membership meetings, coordinate the preparation of the annual Association budget and reports and perform such duties as may be prescribed by the Board of Directors.

Section 5. Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary/Treasurer. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including

counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors of the Association) to which he or she may be a party by reason of being or having been an Officer or Director of the Association whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liabilities to others on account of any contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association, may be entitled.

## **ARTICLE IX – COMMITTEES**

Section 1. Association Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees to have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that a committee may not (i) approve action that is required by law to be approved by Members; (ii) fill vacancies on the Board of Directors or on any of its committees; (iii) amend the Articles of Incorporation; (iv) adopt, amend, or repeal these Bylaws or the Covenants. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct required of a Director.

Section 2. Standing Committees.

The standing committees of the Association shall be:

- A. Architectural Review Board. The Architectural Review Board shall be composed of at least three (3) but not more than five (5) Members, all of whom shall be appointed by the Board of Directors of the Association.
- B. Nominating Committee. The Nominating Committee shall be composed of at least three (3) Members, all of whom shall be appointed by the Board of Directors of the Association.
- C. Common Areas Committee. The Common Areas Committee will develop and sustain a comprehensive and integrated program for the common use and enjoyment of the Members of the Association and their guests. The Common Areas Committee shall be composed of at least five (5) Members, all of whom shall be appointed by the Board of Directors of the Association.

Section 3. Committee Meetings. The provisions of these Bylaws which govern meetings and notice shall apply to Association Committee meetings.

## **ARTICLE X - MISCELLANEOUS**

Section 1. Amendments. All proposed Amendments to these Bylaws shall be submitted to a vote of the Voting Members at a duly called meeting of the Association subject to the quorum and notice requirements established by Article VII of these Bylaws, and any such proposed

amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment.

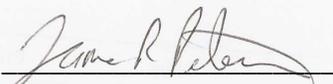
Section 2. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized action of the Association if approved by the Board of Directors of the Association in the manner provided for herein.

Section 3. Management and Contract Rights of the Association. The Association may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract by the Board of Directors.

Section 4. Rights of Noteholders. The rights of institutional holders of a first mortgage are set forth in Article X Section 12 of the Covenants.

Section 5. Corporate Seal. The corporate seal of the Association shall be circular and shall have inscribed within and around its circumference, "MOSBY MOUNTAIN COMMUNITY ASSOCIATION, INC" in the center shall be the word "SEAL."

Bylaws approved by the Mosby Mountain Community Association Membership  
December 4, 2007

By:   
James R. Peterson  
Secretary Treasurer