

BY-LAWS
OF
HERON RIDGE ESTATES
COMMUNITY ASSOCIATION, INC.
Revision dated July 31, 2020

ARTICLE I – GENERAL PROVISIONS

- 1.1. **Identity-Purpose.** These are the By-laws of Heron Ridge Estates Community Association, Inc. (the "Association"). This Association has been organized for the purpose of administering the affairs of the Heron Ridge Estates.
- 1.2 **By-Laws Subject to Other Documents.** All previous versions of this document are superseded by this revision. The provisions of these By-laws are applicable to said Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the "Articles"), and the Declaration of Covenants, Conditions and Restrictions for Heron Ridge Estates (referred to herein as "Declaration") which are recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia.
- 1.3 **Applicability.** All Lot Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Property, or any part thereof, are subject to these By-laws and the documents referred to in Article 1.2 hereof.
- 1.4 **Office.** The office of the Association shall be at the Property or such other place designated by the Board of Directors of the Association.
- 1.5 **Definitions.** All definitions set forth in the Declaration and Exhibits attached hereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE II – MEMBERSHIP; VOTING; PROXIES RULES OF ORDER

- 2.1. **Qualification Members.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-laws.
- 2.2. **Corporate or Multiple Ownership of a Lot.** The vote of the owners of a Lot owned by more than one person or by a corporation, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Lot, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose, unless a valid proxy is filed as provided below. In the absence of a certificate, in the event that any person appears at a meeting on behalf of a corporation or multiple owner and such person is not challenged by any co-

owner present or corporate officer, then such person may cast votes as the representative of such Lot at such meeting.

- 2.3. **Voting: Proxy.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.5 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Lot is owned by more than one person or a corporation or other entity, the proxy must be signed by the "Voting Member", or by all the owners of such Lot, or the proper corporate officer. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the lot owner or by any of such persons, 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 same have not been witnessed by a 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.
- 2.4. **Voting.** Each Owner, subject to the provisions of Article 2.2 hereof, shall be entitled to cast one (1) vote for each Lot, or Lots he owns, on each issue upon which a vote is taken at such meeting. The vote of each Lot shall not be divisible.
- 2.5. **Majority.** Except where otherwise required by the provisions of the Articles, these By-laws (paragraph 3.4), the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. When a vote requires all property owners to revise the Covenants for example, a majority shall be defined as two-thirds (2/3) of the total lots (2/3 of 117 lots = 78 votes required for approval).

ARTICLE III – ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- 3.1. **Annual Meeting.** The annual meeting of the Members shall be held as specified in Article III of the Declaration and each subsequent regular annual meeting of the members shall be held during the same month each year thereafter..
- 3.2. **Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon any written request of the Members who are entitled to vote one-quarter (1/4) of all the eligible lots (1/4 of 117 = 30).
- 3.3. **Notice of Meeting: Waiver.** Written notice, including email, of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. For the Annual Meeting such notice shall be mailed or emailed to each member not less than twenty-one (21) days nor more

than sixty (60) days prior to the date set for the meeting. For Special Meetings such notice shall be mailed or emailed to each member not less than seven (7) days nor more than thirty (30) days prior to the meeting

- 3.4. **Quorum and Adjournment of Meetings.** The presence at meetings of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of membership (Total Homeowner lots is 117, therefore a quorum equals 12 voting members) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforementioned shall be present or be represented.
- 3.5. **Chairman.** At member meetings, the President shall preside, or in his absence, the Board of Directors shall select a chairman.
- 3.6. **Order Of Business.** The order of business at annual members' meetings, and, as far as practical, at any other members' meeting shall follow procedural rules:
 - 3.6.1. Calling of the roll and certifying of proxies;
 - 3.6.2. Proof of notice of meeting or waiver of notice, establishment of quorum;
 - 3.6.3. Reading of minutes;
 - 3.6.4. Reports of Officers;
 - 3.6.5. Reports of Committees;
 - 3.6.6. Election of Directors;
 - 3.6.7. Unfinished Business;
 - 3.6.8. New Business;
 - 3.6.9. Adjournment.

ARTICLE IV – BOARD OF DIRECTORS

- 4.1. **Management of Association.** The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Director's") consisting of at minimum five (5) persons. Additional Director's may be appointed by the Board as required.
- 4.2. **Election of Directors.** At each annual meeting the members shall elect Director's for a three year term.
- 4.3. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual meeting subject to procedural rules adopted by the Board. Such rules shall not be established to exclude any Member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who may be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.
- 4.4. **Elections.** Election to the Board of Directors shall be by open vote at the annual meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- 4.5. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or email, at least three (3) days prior to the day named for such meeting, unless notice is waived.
- 4.6. **Special Meetings.** Special meetings of the Board may be called by the President or any other two officers. Except in an emergency, the notice shall be given as provided in Article 4.5 above and shall state the time, place and purpose of the meeting.
- 4.7. **Quorum.** A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-laws of the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater number of the directors required to constitute a quorum for particular purposes

have not attended, (wherever the later percentage of attendance may be required as set forth in the Articles, these By-laws, or the Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required number of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

- 4.8. **Presiding Officer.** The presiding officer at directors' meetings shall be the Chairman of the Board, if such officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 4.9. **Resignation and Removal.** A director may resign by given written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the association or upon his default for thirty (30) days of any of the provisions of covenants of the Declaration and Exhibits attached thereto. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Board.
- 4.10. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.11. **Action Taken Without a Meeting.** The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- 4.12. **Powers and Duties.** The powers and duties of the Association may, subject to the limitations set forth herein and in the Act, be exercised by the Board in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:
 - 4.12.1 To adopt the budget of the Association upon majority vote of the Directors.
 - 4.12.2 To make, levy and collect special assessments against members and members' Lots to defray the costs of the Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.

- 4.12.3. To provide for the maintenance, repair, replacement, operation, improvement and management of the Association for the benefit of its members.
- 4.12.4. It is understood that the assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- 4.12.5. Upon consent of the membership, to administer the reconstruction of improvements after casualty and the further improvements of the property, real and personal.
- 4.12.6. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Areas, real and personal, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached hereto.
- 4.12.7. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Association on behalf of the Association, as may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.
- 4.12.8. To contract on behalf of the Association for the management of the Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portion thereof and to ratify and confirm any existing leases or concessions of any part of the Property.
- 4.12.9. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Property.

- 4.12.10. To cause the Association to pay all taxes and assessments of any type which affect any part of the Property, other than Member Lots (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Lots.
- 4.12.11. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.
- 4.12.12. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Association which is not the specific responsibility of the owners of the separate Lots.
- 4.12.13. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- 4.12.14. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easement, permits, leases, or privileges to any individual or entity, including Non Lot Owners, which affect Common Areas and to alter, add to, relocate or improve Common Areas.
- 4.13. **Committees.** The Board may delegate portions of its responsibilities to committees established for that purpose. Examples may be the Design Review Committee, Social Events Committee, Covenant Compliance Committee, etc.
- 4.14. **Manner of Collection of Common Expenses.** The provisions of Article V of the Declaration setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE V – OFFICERS

- 5.1. **Generally.** The officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary, and a Covenant Compliance/Enforcement Member, all of whom shall be elected during the Annual Community Meeting. The Board may nominate and the community vote to elect, from time to time, such other officers and designate them to manage the affairs of the Association. Examples may be Security, Hospitality, Landscaping/Front Entrance, Design Review, Member-at-Large, etc.

- 5.2. **President.** The President shall be the chief executive officer of the Association. They shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as they may, in their discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.
- 5.3. **Vice President.** The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and servicing of all notices to the members and Directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non- financial records of the Association, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Directors or President.
- 5.5. **Treasurer.** The Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. The Treasurer shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.
- 5.6. **Covenant Compliance/Enforcement.** The Covenant Compliance/Enforcement Officer shall be responsible for receipt of, and notification to, community members for all issues related to the adherence of the Heron Ridge Estates Declaration of Protective Covenants, Conditions and Restrictions.

ARTICLE VI – FISCAL MANAGEMENT: ASSESSMENTS: LIENS

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

- 6.1. **Manner and Notification.** The Board of Directors shall fix and determine the sums necessary to pay all the Common Area expenses, and other fees of the Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-laws. The same shall be assessed against the owners as provided in the Declaration and all the Exhibits attached thereto.
- 6.2. **Payments of Assessments.** Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Owners in the proportions provided in the Declaration. Said assessments shall be payable,

without notice, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments except Notice thereof shall be given, and shall be payable in a manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A LATE CHARGE AGAINST THE DEFAULTING LOT OWNER OF 10% OF THE AMOUNT OF SUCH AS SESSMENT, AND A LIKE AMOUNT EACH THIRTY (30) DAYS THEREAFTER IF SUCH ASSESSMENT IS NOT PAID. THE PARTIES AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.

- 6.3. **Records.** A financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget.
- 6.4. **Depository: Withdrawals.** The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.
- 6.5. **Proposed Budget.** A copy of the proposed one (1) year budget shall be posted on the website fifteen days (15) prior to the annual meeting and presented to the members at the annual meeting where it will be voted on. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be made in the amount of the last approved assessment until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose. Upon adoption, the final budget shall be posted on the website within thirty (30) days of the date of adoption.
- 6.6. **Fidelity Bonds: Proviso.** Fidelity bonds may be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for the Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

- 6.7. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year.
- 6.8. **Acceleration of Payments of Installments of Assessments.** If an Owner shall be in default in the payment of an installment upon any assessment, the Board may in its sole discretion accelerate the remaining installments for the current fiscal period. Upon notice thereof to the Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.
- 6.9. **Default in Payment of any Assessment: Lien.** In the event of a default by an Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law. A defaulting Lot Owner shall be liable for reasonable attorney's fees and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE VII – COMPLIANCE

- 7.1. **Violation by Member: Remedies.** In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration of Protective Covenants, Conditions and Restrictions, these By-laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue appropriate remedy available. No action taken shall be deemed an "election of remedies". Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner as a specific item and shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such enforcement action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments. The Association, through its Board of Directors, shall have the power to assess reasonable charges against any Lot Owner for any violation of the instruments or Rules and Regulations by the Owner, his family members, tenants, guests or other witness. Before any such charges may be

assessed, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or such other tribunal as may be designated by the Declaration of Protective Covenants, Conditions and Restrictions, By-laws or the Board of Directors. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the address or addresses required for notices meetings. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per them for any offense of a continuing nature, and shall be treated as an assessment against such Owner's Lot.

- 7.2. **No Waiver.** The failure of the Association or of a Lot Owner to enforce any right, provisions, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.
- 7.3. **Surviving Liability.** Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

ARTICLE VIII –LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Property, the Association shall not be liable for injury or damage caused by a latent condition in the property nor the injury or damage caused by the elements, or by other natural disaster.

ARTICLE IX –PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, or these By-laws.

ARTICLE X –AMENDMENTS TO BY-LAWS

Amendments to By-laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

- 10.1. **Proposal.** Amendments to these By-laws may be proposed by the Board acting upon vote of the majority of the Directors or by members of the Association having twenty-five percent (25%) of the lot owners votes in the Association, whether meeting as members or by an instrument in writing signed by them. The Heron Ridge Estates Association is comprised of 117 lot owners; therefore twenty-five percent (25%) equals thirty (30) lot owners.

- 10.2. **Call for Meeting.** Upon any amendment or amendments, these By-laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or emailed notice and posted on the website of such meeting in the same form and in the same manner as notice of the call of a special meeting of the membership is required as herein set forth.
- 10.3. **Vote Necessary: Recording.** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six and two-thirds (66 2/3%) of the entire membership of the Board and by an affirmative vote of the lot owners having two-thirds (2/3) of the votes in the Association (2/3 of 117 lot owners = 78) . Thereupon, such amendment or amendments to these By-laws shall be transcribed and certified by the entire Board.

ARTICLE XI –BY-LAWS PERTAINING TO USE AND DECORUM

- 11.1. **Definition.** "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, and noise, use of Lots and Use of Common Areas.
- 11.2. **Scope: Remedy for Violation.** These By-laws are reasonably calculated to promote the welfare of the Owners. The violation of such By-laws shall bar any Owner or his family and invitees from the use of the Common Area, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-laws.
- 11.3. **Rules and Regulations.** The Association may promulgate Rules and Regulations concerning the use of the Property and shall have the dignity of By-laws.

ARTICLE XII – INDEMNIFICATION

- 12.1. **Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and Directors, his heirs, executors and administrators, against all loss cost and expenses reasonably incurred by him in connection with any action, suite or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

- 12.2. **Insurance.** The Association may, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from to time serving, to be named insured.

ARTICLE XIII – OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES

- 13.1. **Liens and Taxes.** All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All special assessments upon a Lot shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-laws, whichever is sooner.

ARTICLE XIV – CONFLICT

In the event of any conflict between the By-laws contained herein, or- from time to time amended or adopted, and the Declaration, the Declaration shall prevail.

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The Heron Ridge Board of Director's Signatures starts on the next page.

THE REVISION TO THE BY-LAWS OF HERON RIDGE ESTATES
COMMUNITY ASSOCIATION, INC., DATED July 31, 2020, IS IN
ACCORDANCE WITH THE AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, CHARGES AND LIENS OF HERON RIDGE ESTATES,
DATED April 2, 2019.

HERON RIDGE ESTATES COMMUNITY ASSOCIATION BOARD OF DIRECTORS


By:  _____ 24 Aug 2020
Ed Langford, President & Director Date

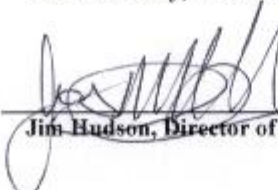
By:  _____ 24 Aug 2020
Dean Ringressy, Vice President & Director Date

By:  _____ 8/24/2020
Don Bartnik, Treasurer & Director Date

By:  _____
Peg Graham, Secretary & Director Date

By:  _____ 8/24/2020
Mary Ann Schmidt, Director of Covenants & Landscaping Date

By:  _____ 24 AUG 2020
Chris Kennedy, Director at Large Date

By:  _____ 8/24/2020
Jim Hudson, Director of Security Date