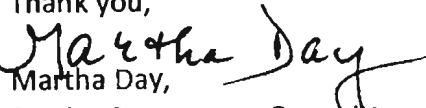


Tuesday, June 2, 2009

Dear Ben Jackson, Kevin Hensley, Mike Cottrell, Greg Sansing, Cathy D'Amato, Richard Allen, Phil Beck, Jerry Billingsley, Clint Dalton, John Gilmore, FJ Hale, Chris Henry, Jerre Mabrey, Tim Tetreault, Billy Wells, Bob Wenning, Richard Wikle, Bill Woodfin, Joanne Gilmore and John Tierney:

Attached please find suggested Bylaws revisions (draft 6/1/2009) that a number of us, Governance Committee members, Board officers and other Board members, past Board members, have been working on since December. To come into compliance with the Merifield Acres, Inc., declaration/covenants and the Articles of Incorporation of Merifield Acres Landowners' Association, governance of the inclusive Merifield Acres requires restructuring. Merifield Acres: Restructuring Governance and the suggested Bylaws revisions propose a right fit between the Merifield Acres, Inc., jurisdiction that mandates membership in an association and an annual assessment and the non-mandatory Merifield Acres units.

Kindly devote some thought to the attached suggested Bylaws revisions in advance of Board meeting discussion, Tuesday, June 9. To conserve trees and office supplies, please bring your hand-delivered hard copy with you.

Thank you,

Martha Day,
for the Governance Committee
Phil Beck
Mike Cottrell
Martha Day
Joanne Gilmore
John Gilmore
John Tierney

Merifield Acres: Restructuring Governance (draft 6/1/2009)

The governance of the inclusive Merifield Acres community requires restructuring to conform to the governing documents; so that the rights of mandatory¹ and non-mandatory^{2,3} units alike are protected. Since the 1970s, Merifield Acres' lot owners have wrestled with equitably defraying expenses of road and common areas maintenance. Merifield Acres Landowners' Association (MALA) was created by the Merifield Acres, Inc., declaration/covenants and must derive its authority from the Merifield Acres, Inc., covenants, Articles of Incorporation, and Bylaws. MALA is a common interest community subject to the provisions of the Virginia Property Owners' Association Act (VPOAA).

In 2008, Virginia law established the Common Interest Community Board Ombudsman before whom lot owners subject to and protected by the VPOAA may bring complaints of improper governance by an association's board of directors.

The Merifield Acres, Inc., declaration/covenants¹ provides that the Association members are lot owners in the jurisdiction of the declaration; and creates an annual assessment enforced by property lien. In a 1990 letter opinion prepared for MALA, Attorney R. T. Vaughan concluded that Association members are "... those people who bought subject to restrictive covenants which created an association and provided for assessments. ..." Only the Merifield Acres, Inc., lot owners meet these definitions. The Articles of Incorporation for the Merifield Acres Landowners' Association stipulate that "3. The corporation shall have one class of voting members." That class is Merifield Acres, Inc., board members and lot owners who have paid the annual assessment. Thus, only Merifield Acres lot owners subject to the Merifield Acres, Inc., declaration/covenants may be members of MALA. MALA Bylaws must conform and are hereby brought into alignment with the Merifield Acres, Inc., declaration/covenants and MALA Articles of Incorporation.

Submitted here for vote by the membership (Merifield Acres, Inc., [MF 1 included]) lot owners are changes to the Bylaws that afford representation for the non-mandatory lot owners on the MALA Board.

On the MALA Board of Directors serve currently nineteen Directors. Within the inclusive Merifield Acres community, there are 662 platted lots total, of which 513 are mandatory¹ and 149 non-mandatory^{2,3}. Of the nineteen Directors, four Associate Directors may be elected by the non-mandatory lot owners within a consecutive three-year period. The Associate Directors are charged with managing the covenants, responsibilities, and concerns of the non-mandatory units^{2,3}. Non-mandatory unit lot owners who make contributions comparable to mandatory unit lot owners are Associate members who vote on referenda in general to Merifield Acres, elect their Associate Directors, and vote on matters that their Associate Directors put before them. The current Directors elected from the non-mandatory units become Associate Directors by operation of the covenants and Articles discussed above, and may elect to serve out their respective terms. The MALA President, Vice-President, Treasurer, and Secretary shall be Merifield Acres, Inc., lot owners¹. Committee Chairs may be either mandatory or non-mandatory unit lot owners^{1,2,3}. Votes by the Board regarding MALA matters are reserved to the Merifield Acres, Inc., Directors.

In 1977, MF 1, a unit pre-dating Merifield Acres, Inc., adopted the Merifield Acres, Inc., declaration/covenants¹. Any non-mandatory unit, especially a unit whose lot owners already are

responsibly participating in the expenses of the inclusive Merifield Acres community, may consider annexation^{2,3}.

¹RP 6, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 8E, MF 1, RP 9A, 9B, 9C, 10, 11 (July 20, 1976-June 19, 1979, March 1, 1991)

²Fielding Development Co., Inc. (RP 1, 3, 4, 5, May 7, 1962), Holly Park (HPK, December 4, 1963)

³Private (PVT), RP 2 (March 14, 1957), Lower Cedar Lane (LCL, May 20, 1957), Lots 19, 21 (March 24, 1958), Holly Point (HPT, July 23, 1959), Maplewood Lane (MWL, July 23, 1959)

Suggested Revisions/Addition to MALA (Merifield Acres, Inc., [MF 1 included]) Bylaws (draft 6/1/2009)

Article I

Membership and Voting, Board of Directors

Bylaws as ratified 9/23/2007:

Article I: 2. Association Membership.

The membership of the Association shall be composed of the owners of the lots of land located in the common interest community known as Roanoke Point, Clarksville Magisterial District, Mecklenburg County, Virginia, which lots are shown on plats of survey duly recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.¹ The full rights of membership (voting, use of common areas and facilities, access to Association records, serving on committees, and serving on the Board of Directors) may only be exercised by those members in good standing which, by definition, is that the Association annual assessment is current, including late fee, if applicable. Owners of lots in private properties or units of Merifield Acres who are not required to pay the Association annual assessment by virtue of existing covenants² but who voluntarily do so at the rate mandated for those owners of property noted in footnote 1 above (8A and MF 1 being exceptions) are considered to be full-fledged members of the Association.

¹RP 6, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 8E, MF 1, RP 9A, 9B, 9C, 10, 11

²Private (PVT), RP 2, Lower Cedar Lane (LCL), Lots 19, 21, Holly Point (HPT), Maplewood Lane (MWL), Fielding Development Co., Inc. (RP 1, 3, 4, 5), Holly Park (HPK)

a. **Voting.** Owners of multiple lots in good standing are entitled to the number of votes equal to the number of annual property assessments paid. Although there may be multiple owners of lots, such multiple owners are entitled to only the one vote representing their one lot. Deciding issues of major importance to the Association, issues that, if enacted, could change in substantial and fundamental ways the character of MALA as we know it today; for example, the approval of capital expenditures in excess of \$5,000, ratification of the Bylaws, the decision to obligate the Association to long-term debt, and so forth,

shall require a two-thirds majority of the members voting. All other issues shall be decided by a simple majority vote.

b. Absentee Voting. Members in good standing unable to attend the Annual Meeting or other general membership meeting shall be afforded the opportunity to vote on issues of major importance as defined by the Board of Directors, on candidates seeking a seat on the Board of Directors, and on other published agenda items requiring a membership vote. The necessary absentee ballot(s) shall be provided with the notice announcing the meeting and the planned agenda. The Secretary shall be responsible for validating the absentee ballots submitted.

suggested revisions as of 5/16/2009:

Article I: 2. Association Membership. The changes/additions in boldface are as of 5/16/2009:

Association membership, whether with full rights¹, associate², or affiliate³, supports maintenance of the roads (12.5 miles) and common areas and facilities and costs of administration, printing, and mailings and enhances the property values of all Merifield Acres lot owners.

Within the inclusive Merifield Acres community of 662 total lots, the Merifield Acres, Inc. (MF 1 included), covenants mandate an annual assessment on 513 of the 662 total lots. ~~The membership of the Association~~ Association membership shall be composed of the owners of the lots of land located in the common interest community known as Merifield Acres (Merifield Acres, Inc., [MF 1 included]), Roanoke Point, Clarksville Magisterial District, Mecklenburg County, Virginia, which lots are shown on plats of survey duly recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.¹ ~~The~~ Full rights of membership (voting, use of common areas and facilities, access to Association records, serving on committees, and serving on the Board of Directors) may ~~only~~ be exercised *only* by those members in good standing which, by definition, is that the Association annual assessment is current, ~~including late fee, if applicable~~ on all lots owned. The Association President, Vice President, Treasurer, and Secretary shall be Merifield Acres, Inc. (MF 1 included), lot owners. Chairs of the Finance, Governance, Roads and Maintenance, Common Areas and Facilities, Aviation, and Nominating Committees and Editors of the Merifield Acres Newsletter and Merifield Acres Directory shall be Merifield Acres, Inc. (MF 1 included), lot owners.

By virtue of the transfer of authority for Fielding Development Co, Inc., March 24, 1983, and Holly Park, March 4, 1983, from Mary Frances Lewis to Merifield Acres Landowners' Association, lot owners in Fielding (107 lots) and Holly Park (15 lots) who are not required to pay the Association annual assessment by virtue of existing covenants² but who voluntarily do so at the rate mandated for those lot owners noted in footnote 1 above (8A and MF 1 being exceptions) ~~on each lot owned (?)~~ are considered ~~may be~~ associate members of the Association (voting, use of common areas and facilities, access to Association records, serving on committees, and serving on the Board of Directors). Associate members elected to the Board of Directors monitor the covenants, responsibilities, and concerns of the non-mandatory units noted in footnote 2.

On July 7, 1973, The Merifield Acres Landowners' Association, precursor to MALA (incorporated January 14, 1977), was organized. The initial membership was six in number, three lot owners from the Holly Lane area, three from the Fielding area. Owners of lots in private properties or units pre-existing Fielding Development Co., Inc., and Holly Park who are not required to pay the Association annual assessment³ (27 lots) but who voluntarily do so at the rate mandated for those owners of lots noted in

footnote 1 above (8A and MF 1 being exceptions) ~~on each lot owned (?)~~ are considered to be full fledged **may be affiliate members** of the Association (voting, use of common areas and facilities, access to Association records, serving on committees, and serving on the Board of Directors). Affiliate members elected to the Board of Directors monitor the covenants, responsibilities, and concerns of the non-mandatory units noted in footnote 3.

¹RP 6, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 8E, MF 1, RP 9A, 9B, 9C, 10, 11 (July 20, 1976-June 19, 1979, March 1, 1991)

²Fielding Development Co., Inc. (RP 1, 3, 4, 5, May 7, 1962), Holly Park (HPK, December 4, 1963)

³Private (PVT), RP 2 (March 14, 1957), Lower Cedar Lane (LCL, May 20, 1957), Lots 19, 21 (March 24, 1958), Holly Point (HPT, July 23, 1959), Maplewood Lane (MWL, July 23, 1959)

The first *addition in italics* below was approved by the Board, August 12, 2008; the second, returned to the Governance Committee, August 12, 2008, for further consideration. The **additions in boldface** are as of 5/16/2009:

a. **Voting.** Merifield Acres, Inc. (MF 1 included) owners of multiple lots in good standing are entitled to the number of votes equal to the number of annual ~~property~~ assessments paid. **Associate and affiliate members are entitled to the number of votes equal to the number of annual assessments paid.** Although there may be multiple owners of lots, such multiple owners are entitled to only the one vote representing their one lot. **Because only Merifield Acres, Inc. (MF 1 Included), lot owners participate in ownership of the Merifield Acres, Inc., common areas, only Merifield Acres, Inc., lot owners are entitled to Deciding decide** issues of major importance to the Association. **Issues of major importance** are issues that, if enacted, could change in substantial and fundamental ways the character of MALA as we know it today. **Examples would be** the approval of capital expenditures in excess of \$5,000, ratification of the Bylaws, *any change in title to common area larger than one-quarter acre in area*, the decision to obligate the Association to long-term debt, and so forth. **Deciding issues of major importance to the Association shall require a two-thirds majority of the Merifield Acres, Inc. (MF 1 included), members voting.** All other issues shall be decided ~~by both members with full rights, associate and affiliate members as well as members with full rights~~ and by a simple majority vote. *The Board shall decide the two votes representing the two lots owned by MALA (Unit 8E, lots 171-172), a two-thirds majority of the entire Board in the case of an issue of major importance, otherwise a simple majority vote.* [The GC decided not to restrict "entire Board". In the event of a tie, the President would cast the deciding vote?]

b. **Absentee Voting.** ~~Members Merifield Acres, Inc. (MF 1 included), lot owners in good standing unable to attend the Association Annual Meeting or other general membership meeting shall be afforded the opportunity to vote on issues of major importance as defined by the Board of Directors. ~~on candidates seeking a seat on the Board of Directors, and on other published agenda items requiring a membership vote.~~~~ **All members in good standing unable to attend the Association Annual Meeting or other general membership meeting shall be afforded the opportunity to vote on candidates seeking a seat on the Board of Directors and on other published agenda items requiring a membership vote.** The necessary absentee ballot(s) shall be provided with the notice announcing the meeting and the planned agenda. The Secretary shall be responsible for validating the absentee ballots submitted.

suggested revisions as of 6/1/2009 (see Restructuring Governance Above):

Article I: 2. Association Membership. The changes/additions in boldface are as of 5/29/2009:

Association membership supports maintenance of the roads and common areas and facilities and costs of administration, printing, and mailings and enhances property values.

Within the inclusive Merifield Acres community of 662 total lots, the Merifield Acres, Inc. (MF 1 included), covenants mandate an annual assessment on 513 of the 662 total lots. ~~The membership of the Association~~ Association membership shall be composed of the owners of the lots of land located in the common interest community known as Merifield Acres (Merifield Acres, Inc., [MF 1 Included]), Roanoke Point, Clarksville Magisterial District, Mecklenburg County, Virginia, which lots are shown on plats of survey duly recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia.¹ ~~The full rights of membership (voting, use of common areas and facilities, access to Association records, serving on committees, and serving on the Board of Directors) may only be exercised only by those members in good standing which, by definition, is that the Association annual assessment is current, including late fee, if applicable on all lots owned. Owners of lots in private properties or units of Merifield Acres who are not required to pay the Association annual assessment by virtue of existing covenants² but who voluntarily do so at the rate mandated for those owners of property noted in footnote 1 above (8A and MF 1 being exceptions) are considered to be full fledged members of the Association.~~

¹RP 6, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 8E, MF 1, RP 9A, 9B, 9C, 10, 11 (July 20, 1976-June 19, 1979, March 1, 1991)

²Private (PVT), RP 2, Lower Cedar Lane (LCL), Lots 19, 21, Holly Point (HPT), Maplewood Lane (MWL), Fielding Development Co., Inc. (RP 1, 3, 4, 5), Holly Park (HPK)

The first addition in italics below was approved by the Board, August 12, 2008; the second, returned to the Governance Committee, August 12, 2008, for further consideration. The additions in boldface are as of 5/29/2009:

a. Voting. Owners of multiple lots in good standing are entitled to the number of votes equal to the number of annual property assessments paid. Although there may be multiple owners of lots, such multiple owners are entitled to only the one vote representing their one lot. Deciding issues of major importance to the Association, issues that, if enacted, could change in substantial and fundamental ways the character of MALA as we know it today, shall require a two-thirds majority of the members voting. ~~For Examples would be the approval of capital expenditures in excess of \$5,000, ratification of the Bylaws, any change in title to common area larger than one-quarter acre in area, the decision to obligate the Association to long term debt, and so forth.~~ All other issues shall be decided by a simple majority vote. *The Board shall decide the two votes representing the two lots owned by MALA (Unit 8E, lots 171-172), a two-thirds majority of the ~~entire Board~~ Merifield Acres, Inc., Directors in the case of an issue of major importance, otherwise a simple majority vote.*

b. Absentee Voting. Members in good standing unable to attend the Association Annual Meeting or other general membership meeting shall be afforded the opportunity to vote on issues of major

6

importance as defined by the Board of Directors, on candidates seeking a seat on the Board of Directors, and on other published agenda items requiring a membership vote. The necessary absentee ballot(s) shall be provided with the notice announcing the meeting and the planned agenda. The Secretary shall be responsible for validating the absentee ballots submitted.

revision added 6/1/2009:

c. Associate membership. Non-mandatory unit lot owners who make contributions comparable to mandatory unit lot owners are Associate members who vote on referenda in general to Merifield Acres, elect their Associate Directors, and vote on matters that their Associate Directors put before them. Owners of multiple lots are entitled to the number of votes equal to the number of annual contributions paid.

New addition as of 5/16/2009 with additional revisions as of 5/29/2009:

Article I: 4. Board of Directors.

The Association membership shall elect a Board of Directors responsible to the membership for establishing Association policy, identifying issues of major importance to the Association requiring a two-thirds vote for ratification, creating and terminating standing committees, and conducting, managing, and controlling the affairs and property of the Association. The Board of Directors shall conduct in every year divisible by five (5), or more often if necessary, a study to determine the necessity and amount of reserves required to repair, replace, and restore the capital components and to review the results of that study at least annually to determine if reserves are sufficient. The Board of Directors shall constitute the membership of the Association Nominating Committee and appoint its chair(s) **from among the Merifield Acres, Inc. (MF 1 included) Directors. All Merifield Acres, Inc., Directors and Associate Directors nominated to the Board shall be in good standing, which, by definition, is that the Association annual assessment or contribution comparable to Merifield Acres, Inc., lot owners is current on all lots owned. Four (4) Associate Directors shall serve on the Board, to be nominated by the Associate Directors from the non-mandatory units. Associate Board members are charged with managing the covenants, responsibilities, and concerns of the non-mandatory units^{2,3}. No Board member shall receive any remuneration for service on the Board. Incoming members of the Board shall be elected at the Association's Annual Meeting. The Directors shall be nineteen (19) in number with each Director serving a three-year term. ~~There shall be seven (7) Directors elected in years evenly divisible by three (3) and six (6) Directors elected in other years. There shall be five (5) Merifield Acres, Inc. (MF 1 Included),~~ **Directors and one (1) Associate Director elected each year, with two (2) Associate Directors elected every three (3) years beginning in 2009.** The Board of Directors shall, at the next regular Board meeting following a determination by the Association President that a vacancy on the Board has occurred, elect a new member Director or Associate Director to fill the unexpired term of any Director or Associate Director whose seat is declared vacant.**

² *Fielding Development Co., Inc. (RP 1, 3, 4, 5, May 7, 1962), Holly Park (HPK, December 4, 1963)*

³ *Private (PVT), RP 2 (March 14, 1957), Lower Cedar Lane (LCL, May 20, 1957), Lots 19, 21 (March 24, 1958), Holly Point (HPT, July 23, 1959), Maplewood Lane (MWL, July 23, 1959)*

ARTICLE II

Association Officers, Architectural Committee, and Standing Committees

1. Association Officers. The addition in boldface is as of 5/29/2009.

The Board of Directors shall elect from among their number an Association President, Vice President, Treasurer, and Secretary and such other Officers as they deem appropriate. **The Association President, Vice President, Treasurer, and Secretary shall be Merifield Acres, Inc. (MF 1 included), lot owners.** Officers shall take office upon conclusion of the meeting at which they are elected and shall serve a term of one year or until a successor is elected. These Association Officers shall constitute the Association Executive Committee responsible to the Board of Directors for the conduct of routine Association business in accordance with Association policy established by the Board of Directors. Additionally, it shall be the responsibility of the Executive Committee, under the leadership of the President, to identify issues requiring Board consideration, develop Board meeting agenda with the requisite research and background to facilitate the Board's knowledgeable consideration, and promulgate the agenda in advance of the meeting. The Executive Committee shall keep the Board of Directors apprised of actions taken.

Architectural Committee

Bylaws as ratified 9/23/2007:

Article II: 8. Architectural Committee.

The evolving deed-form covenants and restrictive covenants of the properties and successive units (March 14, 1957, --March 1, 1991) within the common interest community known as Merifield Acres all address the importance of establishing and maintaining an attractive and quality residential community. The Architectural Committee was established on July 20, 1976, upon the declaration at the County Courthouse in Boydton, Virginia, of the restrictive covenants for Roanoke Point Unit 6 and prior to the incorporation of the Merifield Acres Landowners' Association (MALA) on January 14, 1977. A permanent committee and independent of MALA, the Architectural Committee shall operate within the Architectural Guidelines established by the respective restrictive covenants for the purpose of ensuring that the properties within the community are developed and maintained in accordance with these Architectural Guidelines. The Architectural Committee shall consist of three (3) members who serve staggered three-year terms. The Architectural Committee shall nominate its own candidate(s) to stand for election at the Association Annual Meeting. The Architectural Committee shall select its own chair who shall serve as an *ex-officio* member of the Board of Directors. In the spirit of cooperation, the Chair of the Architectural Committee shall make regular written reports to the Board of approvals and shall also keep the appropriate standing committee chairs apprised of actions taken relevant to their areas of responsibility.

(Ex-officio means "by virtue of office or position".)

as ratified 9/23/2007 with deletions and additions as of 5/16/2009:

~~The evolving deed form covenants and restrictive covenants of the properties and successive units (March 14, 1957, March 1, 1991) within the common interest community known as The Merifield Acres, Inc., covenants all address the importance of establishing and maintaining an attractive and quality residential community. The Merifield Acres, Inc., Architectural Committee was established on July 20, 1976, upon the declaration at the County Courthouse in Boydton, Virginia, of the restrictive covenants for Merifield Acres, Inc., Roanoke Point Unit 6 and prior to the incorporation of the Merifield Acres Landowners' Association (MALA) on January 14, 1977. A permanent committee and independent of MALA the Merifield Acres Landowners' Association (Merifield Acres, Inc. [MF 1 included]), the Architectural Committee shall operate within the Architectural Guidelines established by the respective restrictive covenants for the purpose of ensuring that the properties within the community are developed and maintained in accordance with these Architectural Guidelines derives its authority from the Merifield Acres, Inc., covenants and develops its policies and guidelines from these covenants. The Architectural Committee shall consist of three (3) members who serve staggered three-year terms. From Merifield Acres, Inc. (MF 1 included) lot owners in good standing, the Architectural Committee shall nominate its own candidate(s) to stand for election at the Association Annual Meeting. The Architectural Committee shall select its own chair who shall serve as an *ex-officio* member of the Board of Directors (with voting privileges?). If the Chair is unable to attend the Board meeting, the Chair shall arrange for one of the other two elected Architectural Committee members to attend. In the spirit of cooperation, The Chair of the Architectural Committee shall make regular written reports of approvals to the for regular Board meetings of approvals and shall also keep the appropriate standing committee chairs apprised of actions taken relevant to their areas of responsibility.~~

suggested revisions as of 5/16/2009 with addition in boldface as of 5/29/2009 (see points to consider just below):

8. Architectural Committee.

The Merifield Acres, Inc., covenants address the importance of establishing and maintaining an attractive and quality residential community. The Merifield Acres, Inc., Architectural Committee was established on July 20, 1976, upon the declaration at the County Courthouse in Boydton, Virginia, of the covenants for Merifield Acres, Inc., Roanoke Point Unit 6. A permanent committee and independent of the Merifield Acres Landowners' Association (Merifield Acres, Inc. [MF 1 included]), the Architectural Committee derives its authority from the Merifield Acres, Inc., covenants and develops its policies and guidelines from these covenants. The Architectural Committee shall consist of three (3) members who serve staggered three-year terms. From lot owners in good standing, **which, by definition, is that the Association annual assessment is current on all lots owned,** the Architectural Committee shall nominate its own candidate(s) to stand for election at the Association Annual Meeting. The Architectural Committee shall elect its own chair who shall serve as an *ex-officio* member of the Board of Directors. If the Chair is unable to attend the Board meeting, the Chair shall arrange for one of the other two elected Architectural Committee members to attend. The Chair of the Architectural Committee shall make written reports of approvals for regular Board meetings and the Association Annual Meeting and shall also keep the appropriate standing committee chairs apprised of actions taken relevant to their areas of responsibility.

[Some points to consider:

From MALA Articles of Incorporation--

4. The members at the annual meeting of the corporation shall elect a board of directors, and the initial board of directors shall be three in number.

From Merifield Acres, Inc., covenants--

2. . . . The owners of a majority of the lots affected by the declaration, attending a meeting, either in person or by proxy, called for such purpose by the Architectural Committee shall then elect three (3) members of the Architectural Committee. . . . The term of each member of the Architectural Committee so elected, shall be three (3) years. . . [spells out staggering the three-year terms of the initial Committee].

The Merifield Acres, Inc., membership/lot owners elect(s) both the members of the Board of Directors and the members of the Architectural Committee but not necessarily at the same meeting. How the Architectural Committee candidates are nominated is not stated.

The Board nominates its candidates only?

The Architectural Committee nominates its candidates only?

Shall both bodies strive for a choice of candidates? At least one candidate extra?

The MALA Board (s)elects its President from among the nineteen Board members.

Should the Architectural Committee then (s)elect its Chair from among its three members?

9. **Standing Committees.** The addition in boldface is as of 5/29/2009:

Past actions by the Board of Directors have created standing committees for Appearance and Beautification, Aviation, Common Areas and Facilities, Community Events, Deer Control, Finance, Governance, Political and Environmental, Roads and Maintenance, Security, and Welcoming. The Board of Directors may abolish or combine existing standing committees or create additional standing or *ad hoc* committees as it deems necessary and appropriate to fulfill the duties and responsibilities to and of the Association. **Committee Chairs, who shall receive direction from the President and majority Merifield Acres, Inc. (MF 1 included), Board of Directors, may be either mandatory or non-mandatory unit lot owners in good standing, which, by definition, is that the Association annual assessment or contribution comparable to Merifield Acres, Inc., lot owners, is current on all lots owned.**

New Bylaw Provision for Removal

as revised since April 21, 2009, Governance Committee meeting, reviewed subsequently, and as of 6/1/2009:

Article II: 10. Removal of a Director, Architectural Committee Member, an Officer, Standing Committee Chair, or Person Fulfilling a Function.

A member of the Board of Directors or an Architectural Committee member may be removed if the number of votes cast to remove him or her constitutes a majority of the votes entitled to be cast at an election of Directors or Architectural Committee members by the Association. A Director or Architectural Committee member may be removed only at a meeting called for the purpose of removing him or her. The meeting notice shall state that the purpose or one of the purposes of the meeting is removal of the Director or Architectural Committee member. At least fifty (50) members in good standing may petition the Association President for a special meeting (Bylaws: 1. 3.). A President, Vice President, Treasurer, or Secretary may be removed from office by a two-thirds vote of the ~~entire Board of Directors~~ **Merifield Acres, Inc., Directors**. Any Officer, if appointed by another Officer, may be removed by such officer. A Standing Committee Chair or person in a function may be removed by the President. Committee members may be removed by the Committee Chair. Upon the removal of an Officer or Director, the Association may file an amended annual report with the Virginia State Corporation Commission indicating the removal of the Officer or Director and the successor in office, if any.

ARTICLE III

Arbitration of Disputes

Bylaws as ratified 9/23/2007:

Article III: 1. e. Arbitration of Disputes. Within the Association, the Board of Directors is the court of first and last resort for the resolution of disputes except for appeals of decisions of the Architectural Committee. In this case, such appeals should first be directed to the Architectural Committee for resolution. In the event the appellant's petition is disapproved by the Architectural Committee, the appellant may seek satisfaction from the Board of Directors sitting as an *ad hoc* dispute resolution committee. The Virginia Property Owners' Association Act (July 1, 2005), Code of Virginia, Title 55, Chapter 26, provides the Board of Directors with authority to ". . . establish, adopt, and enforce rules and regulations . . . assigned to the association by the declaration, except where expressly reserved by the declaration to the members. . . . by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the association court costs and reasonable attorneys' fees" (55-513A).

suggested revision as of 5/16/2009 with change in boldface as of 6/1/2009:

Article III: 1. e. Enforcement of Covenants and Rules and Regulations and Arbitration of Disputes.

The application of covenants and rules and regulations procedures shall be uniform and non-preferential.

The Virginia Property Owners' Association Act (VPOAA) (July 1, 2008), Code of Virginia, Title 55, Chapter 26, 55-513A, states:

Except as otherwise provided in this chapter, the board of directors shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members.

The Merifield Acres, Inc., covenant 11. Enforcement. states:

In the event of any violation or breach of any of the restrictions contained herein by any Lot owner or agent of such owner, the owners of Lots within the development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted ten days' (10) written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long contained, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

The Architectural Committee and the Board of Directors has developed a written Architectural Committee/MALA Internal Complaint Process. Within the Merifield Acres, Inc. (MF 1 included), units, lot complaints are to be directed to the Chair of the Architectural Committee; roads and common areas, privacy and general safety complaints to the President of Merifield Acres Landowners' Association (MALA). **Communicate complaints of improper governance by the Board of Directors to any Board member. For lot complaints within Fielding Development Co., Inc., and Holly Park, as well as the deed-form covenant lots, communicate with an Associate Board member.**

If not resolved informally, the complainant may wish to register the written and signed complaint on the AC/MALA Complaint Form. The Architectural Committee/MALA Internal Complaint Process and AC/MALA Compliant Form is available from ??? If no agreement can be reached, the Architectural Committee Chair or MALA President shall call and chair a hearing.

If the complainant and/or alleged violator are not satisfied with the hearing decision of the Architectural Committee, the complainant and/or alleged violator may seek satisfaction from a quorum of the MALA Board of Directors sitting as a dispute resolution committee.

If the complainant and/or alleged violator are not satisfied with the hearing decision, the complainant and/or alleged violator may file a Notice of Adverse Decision within thirty (30) days with the Director of the Department of Professional and Occupational Regulation/Common Interest Community Board Ombudsman, Commonwealth of Virginia.

If the complainant and/or alleged violator are not satisfied with the decision of the Director of the Department of Professional and Occupational Regulation, whose decision is final but not binding upon the complainant and/or alleged violator or the Association, the complainant and/or alleged violator or the Association may seek remedy through the civil courts. The VPOAA states: "Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the association court costs and reasonable attorneys' fees" (55-513A). Or to the lot owner(s).