

AMENDED AND RESTATED
BYLAWS OF
SEQUOIA FARMS OWNERS' ASSOCIATION,
A VIRGINIA NONSTOCK CORPORATION

THESE AMENDED AND RESTATED BYLAWS of Sequoia Farms Owners' Association ("Association") are made as of the 20 day of September, 2017.

WITNESSETH

WHEREAS, under Section 4.4 of the Association's Bylaws, the Bylaws may be amended by the Association's Board of Directors at a meeting of the Board of Directors; and

WHEREAS, by vote of the Directors at a duly called meeting of the Board of Directors in accordance with Section 4.4 of the Bylaws, the Board voted in the affirmative to approve amendments to the Bylaws, which amendments are incorporated into and set forth below to form an amended and restated set of Bylaws, and as evidenced by the certification below.

NOW, THEREFORE, the Bylaws of Sequoia Farms Owners' Association are hereby amended and restated in their entirety as follows, which replace the original Bylaws as previously amended:

ARTICLE I

INTERPRETIVE PROVISIONS

Definitions of terms and other interpretive provisions set forth in Article I of the Declaration of Covenants and Restrictions for Sequoia Farms (the "Declaration") are equally applicable to these Bylaws and are hereby incorporated herein.

ARTICLE II

MEETINGS OF THE OWNERS

Section 2.1. Annual Meetings. Annual meetings of the Association shall be held during the second month preceding the beginning of each fiscal year at such time and place as may be fixed from time to time by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of the Association shall be held if sought (i) by vote of the Board of Directors, (ii) by request of the President of the Association, or (iii) by petition(s) signed by Owners of at least one-fourth (1/4) of the Lots; provided, that such petition(s) must (i) specify the purpose(s) for which the meeting is to be held (with such purpose falling within the lawful and proper authority of the Owners), and (ii) be delivered to the Secretary. No business other than that stated in such petition shall be transacted at such special meeting.

Section 2.3. Notice of Association Meetings.

(a) Written notice stating the place, day and hour of each annual meeting and, in case of a special meeting, the purpose(s) for which the meeting is called, shall be given to each Owner by or on behalf of the Secretary or an Assistant Secretary to each Owner entitled to vote at such meeting. Notice of an annual meeting shall be given no less than 14 days nor more than 60 days prior to the meeting; and notice of a special meeting shall be given no less than 7 days nor more than 60 days prior to the meeting.

(b) Notwithstanding the provisions of subsection (a), notice of a meeting to act on an amendment to the Association's Articles of Incorporation ("Articles of Incorporation"), or on a plan of merger or consolidation shall be given in the manner provided above not less than 25 nor more than 60 days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment or plan of merger or consolidation.

Section 2.4. Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a person entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice to that person.

(b) A person who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless he attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Section 2.5. Action by Owners Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

Section 2.6. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if persons entitled to cast at least ten percent (10%) of the votes of the Association membership are present, in person or by proxy, at the beginning of such meeting. If a quorum is present, the affirmative vote of the majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the act of the Association unless the vote of a greater number is required by law or by the Declaration or Articles of Incorporation, and except that in elections of Directors, those receiving the greatest number of votes shall be deemed elected, even though not receiving a majority.

Section 2.7. Absence of Quorum. In the absence of a quorum at any meeting of the Association, the Owners present in person or by proxy and entitled to vote thereat, may adjourn the meeting from time to time, for periods not exceeding twenty (20) days at any one time, until a quorum shall be present. No notice of the time and place of the adjourned meeting need be given other than by announcement thereof at the time of adjournment. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 2.8. Votes.

(a) As provided in the Articles of Incorporation, each Owner of a Lot is a member of the Association, and if an Owner consists of more than one person, all of those co-owners of that Lot collectively constitute one member of the Association. Each Owner shall have one vote in the Association for each Lot owned by him. Should the Association be an Owner, however, the Association shall not cast a vote with respect to any Lot it owns.

(b) Since an Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the Owner's vote(s). If more than one of such persons is present, the vote(s) appertaining to that Owner shall be cast only in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote(s) appertaining to that Owner without protest being made forthwith by any of the others to the person presiding over the meeting.

(c) Since a "person" need not be a natural person, any officer or director of an entity which, alone or together with others, constitutes an Owner may, on behalf of that entity, attend meetings of the Association and participate in the voting.

(d) The vote(s) appertaining to an Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No proxy shall be valid after eleven months from its date unless otherwise provided in the proxy. No proxy shall be revocable except when the revocation is brought to the attention of the person presiding over the meeting.

(e) Notwithstanding anything to the contrary in this section, if the right of an Owner to vote is suspended pursuant to Section 4.3 hereof, the vote appertaining to that Owner's Lots shall not be cast or counted for any purpose.

Section 2.9. Manner of Voting. Voting by Owners shall be by voice vote unless any Owner present at the meeting, in person or by proxy, demands a vote by written ballots indicating the name of the Owner voting, the number of votes appertaining to him, and the name of the proxy of such ballot if cast by a proxy.

Section 2.10. Order of Business. At each meeting of the Association, the President, or in his absence the Vice President, shall act as chairman of the meeting. The Secretary, or in his absence such person as may be appointed by the chairman, shall act as Secretary of the meeting. So far as is consistent with the purposes of the meeting, the order of business shall be as follows:

- (1) Call to order.
- (2) Presentation of proof of notice.
- (3) Roll call (confirmation of quorum).
- (4) Reading and approval of minutes of previous meeting or meetings of the Association.
- (5) Reports of officers and committees.
- (6) The appointment of inspectors of votes, if any votes are to be taken other than by voice vote.
- (7) If the annual meeting, the election of Directors.
- (8) Unfinished business.

- (9) New business.
- (10) Adjournment.

ARTICLE III

DIRECTORS AND OFFICERS

Section 3.1. Number, Election and Qualification of Directors. The business and affairs of the Association shall be managed by a Board of Directors all of whom shall be Owners in the Association. Only one person constituting an Owner of any Lot may serve on the Board at the same time. The Board shall consist of five (5) Directors elected at the annual meetings of the Association.

(a) Directors are elected to two-year terms unless otherwise provided below. Terms shall be and remain staggered. When necessary to reestablish staggered terms, the applicable term length (whether one or two years) shall be determined based on the highest number of votes received, with the candidate(s) receiving the highest number of votes being elected to a full two-year term, so that there are two Directors serving two-year terms and three directors serving one-year terms; once staggered terms are reestablished, successor Directors are elected to full two-year terms unless being elected to serve the remaining unexpired term of a prior Director. The Board of Directors shall have all necessary power and authority to ensure that the staggered terms of office for Directors, hereby established, shall be maintained.

(b) Nomination for election to the Board of Directors may be made by a Nominating Committee appointed by the Board. Nominations may also be made from the floor at the Association meeting at which an election is to be held. The Nominating Committee, if appointed, shall consist of a chairperson, who shall be a Director who is not running for re-election at the next election of Directors, and two or more Owners. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine.

(c) Voting for the Board of Directors shall be by written ballot in accordance with Article II, Section 2.9 of these Bylaws. No cumulative voting shall be allowed and each Owner shall have a vote for each position on the Board of Directors to be filled at the meeting. In the event of a tie for the last position to be filled, a run-off election for that position will be immediately held (from among all the candidates not elected during the first round of voting) with the individual receiving the greatest number of votes elected to the final Director position. The run-off election shall be conducted in the same manner as the regular election. Thereafter, at the first meeting of the Board of Directors, the newly elected Board of Directors shall elect the Officers of the Association who shall serve for a term of one (1) year.

Section 3.2. Vacancies in the Board of Directors. Except as provided in Section 3.3, any vacancy occurring in the Board of Directors by reason of death, resignation, increase in the number of Directors or otherwise, may be filled by the vote of a majority of the remaining Directors regardless of whether the remaining Directors comprise a quorum of the Board. The person so appointed to fill the vacancy by the Board shall serve until the next annual meeting at which a successor shall be elected by the membership, in accordance with these Bylaws, to any unexpired term of the Director initially creating the vacancy, if any.

Section 3.3. Removal of Directors. At a meeting of the Association called expressly for that purpose, any Director(s) identified in the meeting notice as being subject to the removal vote may be removed,

with or without cause, by a majority vote, and a successor shall thereupon be elected by such majority to fill the vacancy or vacancies thereby created.

Section 3.4. Resignation of Directors or Officers. Any Director or Officer may resign at any time by giving written notice to the Board of Directors or to the President or the Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. If any Director or Officer was an Owner at the time he became such a Director or Officer, he shall be deemed to have resigned at such time as he ceases to be an Owner.

Section 3.5. Meetings of Directors. The first meeting of each newly-elected Board of Directors shall be held immediately after the annual meeting of the Association, and no notice of such meeting shall be necessary to the newly-elected Directors in order legally to constitute the meeting, provided a quorum shall be present; or the newly-elected Board may convene at such time and place as shall be fixed by the consent of a majority of the Directors. Thereafter, the Board of Directors shall meet regularly without notice at such intervals, times and places as may be fixed from time to time by vote of the Board. Special meetings of the Board shall be held when called by the President or by a majority of the Directors with at least three (3) days' notice to the remainder of the Board. However, notice of a special meeting may be waived by any Director in writing or by attending the meeting, unless he attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Notwithstanding the above, notice to the Owners of any Board meetings shall be given to the extent required by, and consistent with, the Virginia Property Owners' Association Act as may be amended from time to time ("POA Act").

Section 3.6. Quorum of Directors. A majority of the Directors constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.7. Actions of the Board Not Requiring Approval. Subject to any limitations created by law, the Declaration, the Articles of Incorporation, or Section 3.8 hereof, the Board of Directors shall have the power, without the approval of any Owners or Mortgagees, to:

- (1) Exercise all rights, powers and authority conferred on the Association or on the Board by the POA Act or the Virginia Nonstock Corporation Act or other law, by the Declaration, by the Articles of Incorporation, or by other provisions of these Bylaws or the Rules and Regulations, that are not expressly required to be done by the Owners as members of the Association;
- (2) Do or cause to be done all other acts and things which the Association may do;
- (3) Employ and dismiss managing agents, independent contractors, employees and such other persons as the Board may determine, and to fix their respective duties and rates of compensation; and
- (4) Adopt and amend Rules and Regulations governing the use and enjoyment of the Property and other areas of Association responsibility.

Section 3.8. Actions of the Board Requiring Approval.

(a) If (and only if) approved in each case by a majority of the votes cast at an annual or special meeting of the Association at which a quorum is present, the Board of Directors shall have power to:

- (1) Borrow money on behalf of the Association; and
- (2) Grant easements to public utility companies over and through the Property or any portion(s) thereof.
- (3) Levy a special assessment which would cause the total of special assessments levied in that fiscal year to exceed one hundred dollars (\$100.00) in the case of any Lot.

(b) If (and only if) approved in each case as specified in subsection (a) above and by the holder(s) of the indebtedness secured by at least two-thirds (2/3) of the Mortgages on the Lots, the Board of Directors shall have power, by or pursuant to its resolutions, to:

- (1) Cause liens to be placed on the Common Area to secure the payment of debts to the Association;
- (2) Dedicate, convey, or otherwise transfer the Common Area or any portion(s) thereof or estate or interest therein except as contemplated by subsection (a)(2) hereof; and
- (3) Use hazard insurance proceeds for losses to any property owned by the Association for other than the repair, replacement or reconstruction of such property.

Section 3.9. Duties of the Board. It shall be the duty of the Board of Directors, on behalf of the Association, to:

- (1) Cause to be kept a complete record of the proceedings and resolutions of the Board;
- (2) Adopt the budget of the Association for the forthcoming fiscal year for presentation at the annual meeting of the Association, such budget to contain an adequate reserve fund for the Upkeep of any improvements on the Common Area that must be replaced on a periodic basis;
- (3) Levy and cause to be collected assessments against the Lots in accordance with Article VII of the Declaration;
- (4) Maintain fire and extended coverage insurance on insurable property of the Association on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; and
- (5) Maintain public liability insurance on the Common Area in such amounts as the Board may from time to time determine by resolution.

Section 3.10. Election of Officers; Terms of Office. The Officers of the Association shall include a President, Vice President, Secretary and Treasurer, all of whom shall be members of the Board of Directors and elected by the Board of Directors. The Board of Directors shall have the authority to elect and appoint such other Officers as may be appropriate from time to time. All Officers of the Association shall serve for one (1) year or until their successors are elected. Upon an affirmative vote of a majority of the Board of Directors, any Officer may be removed, with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. The offices of President, Vice President and Secretary must be held by different persons.

Section 3.11. Residency of Officers/Vacancies. No officer of the Association need be a resident of the Property. A vacancy in any officer position may be filled by appointment by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3.12. Committees. The Board of Directors may create and abolish from time to time such committees (including, without limitation, the Architectural Control Committee contemplated by Section 1 of Article V of the Declaration) as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board of Directors from time to time. The Board of Directors shall appoint the chairman of each committee, and may either appoint the other members thereof or leave such appointment to the committee chairman.

Section 3.13. Duties of Officers.

(a) President. It shall be the duty of the President to preside at the meetings of the Association and the Board of Directors; see to the execution of the resolutions of the Association and the Board and to report to each on any failure of any of its resolutions to be executed; and to appoint a Secretary pro tem at any meeting at which the Secretary is absent; and, subject to resolutions of the Board of Directors, to manage and control the affairs of the Association as its chief executive officer.

(b) Vice President. It shall be the duty of the Vice President to act in the place and stead of the President in the event of his absence or failure or inability to act.

(c) Secretary. It shall be the duty of the Secretary to keep the minutes and record the resolutions at all meetings of the Association and of the Board of Directors; to give all notices required by these Bylaws to be given to Owners and Directors; to give to each Owner notice of each assessment against his Lot(s) as soon as practicable after the assessment is made; to give notice and a copy of the Rules and Regulations and any amendment thereof to each Owner as soon as practicable after the adoption thereof; to make it possible for any Owner to inspect and copy, at reasonable times and by appointment, the records of the Association (other than records in the custody of the Treasurer) and of the Board; to give notice to each Owner of any dedication, conveyance and transfer by the Association of any property or of any easement or other estate or interest therein; and to give on behalf of the Board of Directors or any Architectural Control Committee the notice contemplated by Section 1 of Article V of the Declaration. The Board may delegate certain secretary duties (such as recordkeeping) to an authorized agent or contractor, in which such case the secretary shall have oversight responsibility for purposes of ensuring that the agent or contractor properly performs those delegated duties.

(d) Treasurer. It shall be the duty of the Treasurer to receive and deposit in appropriate insured accounts with financial institutions all income of the Association; to disburse the funds of the Association only in accordance with resolutions of the Board of Directors; to keep orderly books showing the income and expenditures of the Association and to make it possible for any Owner to inspect and copy the same at reasonable times and by appointment; and to prepare and deliver to the President or Vice President the certificate required by Section 8 of Article VII of the Declaration. The Board may delegate certain treasurer duties to an authorized agent or contractor, in which such case the treasurer shall have oversight responsibility for purposes of ensuring that the agent or contractor properly performs those delegated duties.

(e) All Officers. It shall be the duty of each Officer (including the foregoing officers), to perform such duties as are normally associated with his office in parliamentary organizations, except to the extent (if any) inconsistent with these Bylaws and the other Association Documents; and each Officer shall perform such other duties as are assigned to his office by law or resolution of the Association or of the Board of Directors.

Section 3.15. Actions by Directors or Committee Without Meeting. Any action required or permitted to be taken at a meeting of the Directors or of a committee may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

Section 3.16. Conflicts of Interest. No contract or other transaction between the Association and one or more of its Directors or Officers, or in which one or more of its Directors or Officers are interested, and no contract or other transaction between the Association and any other corporation, partnership, joint venture, trust or other entity in which one or more of its Directors or Officers are directors or officers or are interested, shall be either void or voidable because of such relationship or interest or because such Director(s) are present at the meeting of the Board of Directors which authorizes, approves or ratifies such contract or transaction except as otherwise provided by Section 13.1-871 of the Virginia Nonstock Corporation Act (governing Director conflicts of interest).

Section 3.17. Indemnification of Directors, Officers and Committee Members; Insurance.

(a) The Association shall indemnify any Director, Officer or authorized committee member who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, Officer, or committee member of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (if the settlement was approved by the Board) actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The Association shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with defense or settlement of such action or suit (if the settlement was approved by the Board), if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for bad faith, gross negligence or intentional misconduct in the performance of his duty to the Association or as otherwise specified in the respective party's contract with the Association.

(c) To the extent that a Director, Officer, or committee member has been entirely successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) or (b), or in defense of any claim, issue or matter therein, he shall be indemnified by the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, or committee member is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Owners by vote at an Association meeting called for the purpose.

(e) Expenses (including attorneys' fees) incurred in defending an action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of a signed undertaking by or on behalf of the Director, Officer, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

(f) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, company, trust or other entity against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section.

(g) For the purposes of this section, references to the "Association" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, company, trust or other entity shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

Section 3.18. Compensation of Directors and Officers. No salary or other compensation shall be paid to any Director or Officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such Director or Officer of other services to the Association.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Fiscal Year. Each fiscal year of the Association shall commence on January 1 and end on December 31.

Section 4.2. Books and Records. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the meetings of the Association, the Board of Directors, and committees having any of the authority of the Board of Directors; and shall keep at its registered office or principal office in this State (which may include the office of the Association's managing agent) a record of the names and addresses of its members entitled to vote. All books and records of an Association may be inspected by any Owner, or his agent or attorney, for any proper purpose at any reasonable time in accordance with the requirements and limitations of the POA Act. The record of the names of persons entitled to vote shall be prima facie evidence of the right to vote. Whenever any Owner conveys a Lot to a new Owner, it is the responsibility of the new Owner to notify the Secretary of the Association (or the Association's managing agent) of the conveyance. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.3. Suspension of Rights and Assessment of Charges for Violations. The Board of Directors shall have the power to suspend the right of any Owner to vote for any violation of the Association's Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, and the power to suspend the Owner's right to use the Common Area for any violation of the Rules and Regulations or if the Owner is more than 60 days' past due in the payment of assessments. In addition, the Board of Directors shall have the right to assess a charge for violations of the Declaration and/or Rules and Regulations pursuant to 55-513 of the POA Act and the Declaration. However, no such suspension of use rights or the assessment of violation charges shall occur without first providing the responsible Owner with notice, an opportunity to cure and an opportunity for a hearing to the extent required by the POA Act and applicable Board-adopted enforcement procedures.

Section 4.4. Method of Amendment. These Bylaws may be amended at any meeting of the Association provided that the proposed amendment has been inserted in the notice of meeting or that all of the Owners are present in person or by proxy. These Bylaws may also be amended at any meeting of the Board of Directors provided that the proposed amendment has been inserted in the notice of the meeting (as published to the Owners in accordance with the POA Act) and provided at least two-thirds (2/3) of the total number of Directors shall be present at such meeting.

Section 4.5. Execution of Association Contracts and Documents. With the prior authorization of the Board of Directors, all contracts, notes, certificates and other documents obligating or involving the Association shall be executed on behalf of the Association by either the President or, in the President's absence, the Vice President. The Board of Directors may by resolution from time to time appoint any other Officer or Director to execute specific documents on behalf of the Association.

Section 4.6. Association Audit. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant in accordance with the

provisions of the Audit and Accounting Guidelines of the American Institute of Certified Public Accountants (AICPA).

Section 4.7. Notice/Use of Technology.

(a) Unless otherwise determined by the Board, notices required to be sent to an Owner by these Bylaws shall be sent by first-class mail, postage prepaid, to the Owner's mailing address as listed in the Association's records. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail. It is each Owner's obligation to provide written notice to the Association (through its managing agent) of any change in such Owner's address, and unless written notice is given of a different address, the Owner's address of record shall be the Owner's Lot address.

(b) Subject to any specific limitations or requirements for notice imposed by the Declaration, the POA Act or other applicable law, the Board may provide for or allow notices, consents or approvals to be accomplished using the most advanced technology available at the time in accordance with any applicable requirements and limitations imposed by Section 55-515.3 of the POA Act. If a provision of the Association Documents (other than the Declaration) provides for an approval or consent of Owners at a meeting, then at the Board of Director's discretion, such approval or consent may also, or in the alternative, be obtained by mail or electronic transmission in accordance with applicable law, and in such event, the minimum total number or percentage of Owners required to participate in the process shall be equal to the applicable quorum requirement had a meeting been held for that purpose, and such process shall be subject to the same amount of advance notice as would have to be given to Owners had a meeting been held for that purpose.

Section 4.8. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation. In the event of an irreconcilable conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any such conflict between these Bylaws and the Articles of Incorporations, the provisions of the Articles of Incorporation shall control. In the event any provision of these Bylaws is determined by a court to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

ARTICLE V

CLUB FACILITIES

Section 5.1. Administration of the Club Facilities. In accordance with the Declaration, the Board of Directors may, on behalf of the Association, sell annual memberships to non-Owners (residing in other communities in the vicinity) for the use of the Club Facilities at a fee determined by the Board of Directors. These Non-Owner Club memberships ("Summer Membership") are on a per-home/household basis (rather than a per-person basis). The Board may adopt Rules and Regulations pertaining to Summer Memberships, and shall require such non-Owners to sign a membership agreement binding the non-Owner to the terms and conditions of membership as approved by the Board and all applicable Rules and Regulations. As part of the annual budgeting process, the Board will consider whether the annual Summer Membership fee should be revised for the next fiscal year.

Section 5.2. Use of Club Facilities by Owners. Each Owner's right to use and enjoy the Club Facilities is governed by the Declaration and any applicable Rules and Regulations of the Association, including, for

instance, the obligation to pay (as a part of the Association's total annual assessment levied against that Owner's Lot by the Board) an annual assessment for the Club Facilities ("annual dues").

Section 5.3. Limit on Number of Club Memberships. To the extent required by any county approvals or permits applicable to the Club Facilities, the total number of Club memberships shall not exceed 450. In calculating the total number of memberships at any one time in the Club, the total number of Lots shall be added to the total number of Summer Memberships sold pursuant to Section 5.1.

Section 5.4. General Provisions Governing Summer Membership.

Section 5.4.1. Waiting Lists. After the authorized number of memberships is reached, new applications will be placed in a file by date of application. This file will be used in approving additional memberships whenever vacancies occur.

Section 5.4.2. Issuance of Summer Memberships. Summer Membership certificates (or other evidence of membership approved by the Board) will be issued to one adult member of each family unit upon payment of the applicable membership fee. The name of the designated adult family member may be changed at any time by written request of the member or the spouse of a deceased member. Membership certificates will be signed by the Association's president or other director, officer or agent designated by the Board.

Summer Membership entitles all persons in the family unit to use the Club Facilities as long as the Summer Membership remains in good standing. A family unit includes all immediate family members permanently residing together, except that the Board may, upon written request, authorize additional persons to be considered within the family unit although not of the same immediate family.

Section 5.4.3. Summer Memberships in Good Standing. Summer Memberships are considered in good standing as long as all fees are paid and the Club member and all those within his family unit are in full compliance with the Summer Membership's terms and conditions and the Rules and Regulations applicable to the Club Facilities.

Section 5.4.4. Tenants of Club Members. Club members in good standing may permit tenants of their homes to use their Summer Membership upon notification in writing to the Association. Persons in the tenant's family who are also residing in the same home may then use the Club Facilities instead of the Club member and his family unit. A small fee may be imposed by the Association on the Club members' tenants to cover incidental expenses relating to the tenants' use of the Club memberships.

Section 5.4.5. Guests. Guests of Club members may use the Club Facilities subject to limitations and guest fees as may be established by the Board.

Section 5.4.6. Sale or Transfer of Summer Membership. Summer Memberships shall not be sold or transferred without the prior written approval of the Board.

Section 5.4.7. Expulsion and Suspension. Club members (or their family units or guests) who do not comply with the Summer Membership's terms and conditions and the Rules and Regulations applicable to the Club Facilities are subject to suspensions or expulsion. The Board may authorize the Association's managing agent and pool lifeguards to suspend Summer Membership privileges for up to seven days as a disciplinary measure for noncompliance after a verbal warning. Summer Membership

privileges may be suspended for longer periods or a Club member expelled, upon the affirmative vote of the Board, after being granted an opportunity for a hearing before the Board.

Failure to pay the annual Summer Membership fee for the Club Facilities or for any other applicable fees or costs (e.g., for damages) may cause Summer Membership privileges to be suspended or terminated in accordance with this subsection.

Section 5.5. Liability of Club Members

Club members are liable for property damaged by that Club member or by that Club member's family unit or their guests and tenants who are authorized to use the Club Facilities.

IN WITNESS WHEREOF, the Board of Directors, acting on behalf of the Association, has caused these Amended and Restated Bylaws to be executed by the Association's President, and certified by the Association's Secretary, with an immediate effective date.

SEQUOIA FARMS OWNERS' ASSOCIATION



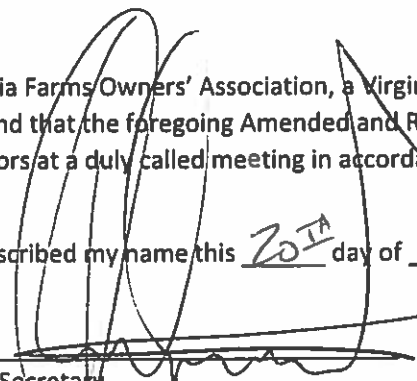
President

CERTIFICATION

I, the undersigned, do hereby certify:

I am the duly elected Secretary of Sequoia Farms Owners' Association, a Virginia nonstock corporation and property owners' association, and that the foregoing Amended and Restated Bylaws were adopted by the required vote of the Directors at a duly called meeting in accordance with Section 4.4 of the Bylaws.

In witness whereof, I have hereunto subscribed my name this 20TH day of SEPTEMBER 2017.



Secretary,
Sequoia Farms Owners' Association