

The Colonies Swim & Tennis Club, Inc.
By-Laws

Approved by the BOD on January 24, 2021

Article I – Applicability

These By-Laws govern the operation and management of the affairs of The Colonies Swim & Tennis Club, Inc., a Virginia Corporation, and hereafter referred to within these By-Laws as the “Club.”

Article II – Definitions

The capitalized terms contained in these By-Laws and not otherwise defined herein, shall have the meanings set forth in the Articles of Incorporation and as follows below:

“Annual Membership Dues” shall mean the annual dues paid by a Class A, Class B, or Class C household in order to maintain the household’s membership in the Club.

“Articles of Incorporation” shall mean the Articles of Incorporation of The Colonies Swim & tennis Club, Inc. filed with the State Corporations Commission on, along with all amendments thereto.

“Board of Directors” or “Board” shall mean the Board of Directors of this Club.

“Class A Members” shall have the meaning set forth in Section 3.1.

“Class B Members” shall have the meaning set forth in Section 3.2.

“Class C Members” shall have the meaning set forth in Section 3.3.

“Club Expenses” shall mean the costs and expenses incurred by the Club, including without limitation, those costs and expenses incurred in operating, maintaining, repairing, and replacing the recreational facilities owned by the Club and all other real and personal property owned by the Club.

“Lot” shall mean a residential lot.

“Membership Fee” shall mean the initiation fee that must be paid to the Corporation in order to become a Class A or B Member, as hereafter defined, of the Corporation. The Board of Directors may, but is not required to, establish a Membership Fee for Class C Members, as hereafter defined, which fee may vary in amount and other respects from the Membership Fee required of Class A Members. The amount of the Membership Fee shall be established by the Board of Directors and is subject to change and may vary where Lots are owned by more than one Owner, or where families will be admitted under a family membership.

“Milhaven” shall refer to the development known as “Milhaven at the Colonies.”

“Owner” shall mean a person or persons who owns a Lot or Lots in Milhaven or The Colonies.

“Reside” shall mean to live, for not less than nine (9) months of the current membership year, in the Member’s household established on the Lot. Full time students using the Owner’s address as their permanent residence and children of divorced couples visiting the Owner will be considered as “Residing” with the Owner.

“The Colonies at Wilde Lake” or “The Colonies” shall mean the single-family, residential subdivision developed on the land conveyed by deed from Universal-Wilton, Incorporated dated April 12, 1984, recorded April 30, 1984 in the Clerk’s office of the Circuit Court of Henrico County (the “Clerk’s Office”) in Deed Book 1910, page 1636, and corrected by Deed of Correction dated April 12, 1984, recorded August 21, 1984 in the Clerk’s Office in Deed Book 1924, page 444 and by deed from Universal-Wilton, Inc. dated April 28, 1986, recorded April 29, 1986 in the Clerk’s Office in Deed Book 2001, page 301.

Article III – Members

Section 3.1 – Class A Membership

Those Owners who reside on a Lot located within The Colonies and who comply with the conditions of membership, including, without limitation, the payment of a Membership Fee, Annual Membership Dues, late fees, interest, assessments, and other dues and fees (unless waived by the Board pursuant to Section 6.8 of these Bylaws) shall be “Class A Members” of the Club. All persons in a Class A Member’s household who Reside on the Member’s Lot shall be entitled to all the rights of membership. At the Board’s discretion pursuant to Section 6.8 of these Bylaws, Class A Membership rights may be expanded to include non-Residing parents and non-Residing children of Class A Members. The Board of Directors may, at its discretion, establish various sub-categories within this category that will all be considered “Class A Members.”

In no event shall more than one (1) vote be cast with respect to each Lot.

The Club shall at all times retain available for sale sufficient Class A Memberships in the Club to permit each Owner residing on a Lot in The Colonies to become a Class A Member. Each Owner residing on a Lot in The Colonies who has not previously paid a Membership Fee shall have the right to purchase a membership each calendar year provided the Membership Fee and Annual Membership Dues, along with any applicable assessments or other fees, are paid prior to March 1st of that year, unless waived by the Board pursuant to Section 6.8 of these Bylaws.

In the event any Owner of a Lot within The Colonies sells his/her/their Lot, whether or not that Owner is a Class A Member of the Club, the new purchaser of that Lot shall (pursuant to the Amendment to the Covenants of The Colonies at Wilde Lake Association, Inc. approved on October 25, 2020) purchase a new Class A Membership by paying the Membership Fee and Annual Membership Dues, along with any applicable assessments or other fees, unless waived by the Board pursuant to Section 6.8 of these Bylaws.

Section 3.2 – Class B Membership

Those Owners who reside on a Lot located within Milhaven and who comply with the conditions of membership, including, without limitation, the payment of a Capital Contribution, Membership Fee, Annual Membership Dues, late fees, interest, assessments, and other dues and fees (unless waived by the Board pursuant to Section 6.8 of these Bylaws) shall be “Class B Members” of the Club. All persons who Reside in a Class B Member’s household shall be entitled to all of the rights of membership. At the Board’s discretion, Class B membership rights may be expanded to

include non-Residing parents and non-Residing children of Class B Members. Class B Members may not vote. The Board of Directors may, at its discretion, establish various sub-categories within this category that will all be considered "Class B Members."

Section 3.3 – Class C Membership

Persons who are not eligible for a Class A Membership or a Class B Membership, and whose applications have been accepted by the Membership Director, and who comply with the conditions of Membership, including without limitation the payment of all Membership Fees, Annual Membership Dues, late fees, interest, assessments, and other applicable dues and fees (unless waived by the Board pursuant to Section 6.8 of these Bylaws) shall be eligible to be "Class C Members" of the Club. Unless otherwise specified by the Board of Directors, all persons who Reside in a Class C Member's residence shall have all the privileges to use the Club's facilities as are afforded to Class A Members and the Class B Members. The Board of Directors may, at its discretion, establish various sub-categories within this category that will all be considered "Class C Members."

Unless otherwise specified by the Board of Directors, the period of Membership of Class C Members shall be the one-year period commencing on the earlier of the date of payment of the Membership Fee and/or Membership Dues or March 1 of the year in which payment of the Membership Fee and/or Membership Dues is made. Class C Members may not vote.

Section 3.4 – Conditions of Membership

Section 3.4.1 – Class A Members – To become a Class A Member, an Owner who is eligible under Section 3.1 for regular membership must pay the Membership Fee and Annual Membership Dues to the Club for the year they are requesting membership.

In order to remain a Class A Member, such Class A Members shall promptly pay all Annual Membership Dues and other fees and assessments as may from time to time be established by the Board of Directors. In addition to the Membership Fee and Annual Membership Dues, the Board of Directors in its direction may require Class A Members to pay special assessments should the need for such additional money arise. At the Board's discretion, upon the recommendation of the Membership Director, the Board may reduce or waive the Membership Fee, Annual Membership Dues, and/or special assessment of any Class A Member.

Nonpayment of the Membership Fee, Annual Membership Dues, fees and/or special assessments shall be cause for immediate termination of membership. Nevertheless, the Club must make a membership available to the owner of that Lot once all past-due amounts and any fees or penalties are paid in full. Once a Class A Member has paid a Membership Fee, Membership may be reinstated by the payment of all past due past due Annual Membership Dues, current Annual Membership Dues, and any fees and/or assessments without again paying of a new Membership Fee. Notwithstanding the foregoing, the Board of Directors may, in its discretion, for cause and without refunding any dues, fees or assessments including, without limitation, the Membership Fee, permanently terminate or temporarily suspend membership, on such terms as the Board of Directors, in its discretion, feels advisable.

Section 3.4.2. Class B Members – In order to become a Class B Member a person who is eligible under Section 3.2 for Class B Membership must pay all Membership Fees,

Annual Membership Dues, and any other fees and assessments charged to Class A Members of the Club. Nonpayment of the Membership Fee, Annual Membership Dues, fees and/or special assessments shall be cause for immediate termination of membership. Nevertheless, the Club must make a membership available to the owner of that Lot once all past-due amounts and any fees or penalties are paid in full. Once a Class B Member has paid a Membership Fee, Membership may be reinstated by the payment of all past dues and current dues, fees and/or assessments without again paying of a new Membership Fee.

Notwithstanding the foregoing, the Board of Directors may, in its discretion, for cause and without refunding any dues, fees or assessments including, without limitation, the Membership Fee, permanently terminate or temporarily suspend membership, on such terms as the Board of Directors, in its discretion, feels advisable.

Section 3.4.3 – Class C Members – In order to become a Class C Member, a person who is eligible under Section 3.3 for Class C membership must make application to the Membership Director of the Club. The Membership Director, at his or her discretion, may charge an application fee to review and process applications for Class C Membership. The amount of such fee shall be set by the Board pursuant to Section 6.8 of these Bylaws.

Once the Membership Director has approved a Class C Member's application, such Class C Member must pay the Membership Fee, if any has been established and required, and Annual Membership Dues unless waived by the Board pursuant to Section 6.8 of these Bylaws. The amount of the Membership Fee and/or Annual Membership Dues for a Class C Membership, and the time and method of payment, shall be established annually by the Board of Directors.

Following the initial year of membership, Class C Members seeking to renew membership in the Club shall be approved annually by the Board's Membership Director. To the extent the Membership Director, or any other Board Member, believes that a Class C Member's annual application to continue membership should be denied, the Board will vote on such denial pursuant to Section 6.8 of these Bylaws. The Board may deny Class C Membership to any applicant at its discretion.

Class C Members approved to extend membership into a subsequent year are not required to pay a Membership Fee in any subsequent year so long as the Class C Member maintains continuous membership. In the event a Class C Member pays a Membership Fee but the Membership lapses for a period of more than one year, the Board's Membership Director may, at his or her discretion, require a new Membership Fee before reinstating the Membership.

Notwithstanding the foregoing, the Board of Directors may, in its discretion, for cause and without refunding any dues, fees or assessments including, without limitation, the Membership Fee, permanently terminate or temporarily suspend membership, on such terms as the Board of Directors, in its discretion, feels advisable.

Section 3.4.4 – Move by Class A Member – If as a result of a change of more than twenty-five (25) miles in the location of his or her place of employment, a Class A Member sells his or her Lot and moves, and such sale takes place within three (3) years of becoming a Class A Member and if the person purchasing such member's Lot

becomes a Class A member within one (1) year of such purchase, a portion of the Membership Fee shall be returned to the moving Class A member as follows:

- If the Class A Member moves during the first year of membership, the Class A Member shall be entitled to a return of 75% of the Membership Fee paid by the Class A Member.
- If the Class A Member moves during the second year of membership, the Class A Member shall be entitled to a return of 50% of the Membership Fee paid by the Class A Member.
- If the Class A Member moves during the third year of membership, the Class A Member shall be entitled to a return of 25% of the Membership Fee paid by the Class A Member.
- Notwithstanding anything to the contrary, the above-described return of a portion of the Membership Fee shall occur only when and if such portion can be paid from the Membership Fee paid by the New Member. Any Annual Membership Dues, fees, or assessments owed by the Class A Member will be deducted from any money to be returned to the member as provided above.

Section 3.4.5 – Conversion to Class C Membership – If a Class A Member voluntarily sells his lot and moves, and desires to retain a membership, the membership shall be converted to Class C Membership without the payment of a new Membership Fee. In addition, Class A Members who are converted to Class C Members will be given retention preference over regular Class C Members should the Board of Directors choose to reduce the amount of memberships as necessary. The Class A Member electing such conversion shall forfeit any right to a return of any portion of the Class A Membership Fee.

Section 3.4.6 – Conversion of Class B Membership – If a Class B Member sells his or her Lot and thus no longer qualified for Class B Membership, and desires to retain a membership, the membership shall be converted to Class C Membership without the payment of a new Membership Fee. The Class B Member electing such conversion shall forfeit any right to a return of any portion of the Class B Membership Fee.

The provisions of subsections 3.4.4 to 3.4.6 may be changed by the Board of Directors at any time and, if such change occurs, no Member shall have the right under this subsection to require a return of any portion of the Membership Fee or Annual Membership Dues. This subsection does not provide for the return of Annual Membership Dues, fees, or assessments to Class A, B, or C Members under any circumstances.

Article IV – Amount of Membership Fee, Membership Dues, and Special Assessments

Section 4.1 – Amount – The amount of any Membership Fee, Annual Membership Dues, and/or any other fees or special assessments payable by Class A, B, and C Members, and the time and method of payment by such Members, shall be established annually by the Board of Directors pursuant to Section 6.8 of these Bylaws.

Section 4.1.1 – Membership Fees may not be increased more than 10% per year without the approval of two-thirds of Members voting at either the Annual Meeting or a Special Meeting in accordance with Article V.

Section 4.1.2 – Annual Membership Dues may not be increased more than 10% per year without the approval of two-thirds of Members voting at either the Annual Meeting or a Special Meeting in accordance with Article V.

Section 4.1.3 – Special assessments totaling more than \$1000 for each Class A and/or B Member Lot may not be assessed in any twelve-month period without the approval of two-thirds of Members voting at either the Annual Meeting or a Special Meeting in accordance with Article V. Special assessments may only be used to defray, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to the Club's real property, including fixtures and personal property related thereto.

Section 4.1.4 – Changes to Section 4.1 of these Bylaws (including all sub-sections) may not be made without the approval of a majority of the Board of Directors and the approval of two-thirds of Members voting at either the Annual Meeting or a Special Meeting in accordance with Article V.

Section 4.2 – Amount May Vary According to Class – The amount of the Membership Fee, Annual Membership Dues, and/or any other fees or special assessments may vary according to membership class.

Section 4.3 – Waiver or Modification – The Membership Fee, Annual Membership Dues, and/or any other fees or special assessments may be modified or waived for individual members or groups of members at any time by the Board pursuant to Section 6.8 of these Bylaws.

Article V – Meetings of the Members

Section 5.1 – Place And Time Of Meetings – Meetings of members may be held at such place, either within or without the Commonwealth of Virginia, and at such time, as may be provided in the notice of the meeting and approved by the President or the Board of Directors. If no location is designated in the notice of the meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233.

Section 5.2 – Annual Meeting – The annual meeting of members (“Annual Meeting”) shall be held at 2:30 PM on the second Sunday in October each year, or at such time and place as designated by the Board of Directors and in accordance with the provisions of notice as described in Section 5.4 through 5.6. If no location is designated in the notice of the meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233.

Section 5.3 – Special Meetings – A special meeting of the members (“Special Meeting”) may be called by the President, a majority of the Board of Directors, or not less than one-tenth of all the Class A Members entitled to vote as defined in Section 5.6.

Section 5.4 – Notice of Meetings – Notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) day before the date of the meeting, unless one of the purposes of the meeting is to act on a proposed change or amendment to the Articles of

Incorporation, in which event the notice shall be given not less than twenty-five (25), nor more than sixty (60) days before the date of the meeting, or as otherwise specified by law.

Notice shall be given either personally (including by mail, email, or text message), or by posting on-line at the Club's website and/or in a physical or electronic Club newsletter, at the direction of the President, the Secretary, a majority of the Board, or the Class A Members entitled to vote calling the meeting. Notice shall be given to each Class A Member-household entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at the member's address as it appears in the records of the Club with postage thereon prepaid. If sent by email or text message, such notice shall be deemed to be given when sent from the Club to the email or phone number of the member as it appears in the records of the Club.

Section 5.5 – Quorum; Required Vote – Ten percent of the Class A Members entitled to vote, represented in person or by proxy, shall constitute a quorum at the meeting of members. If a quorum is present the affirmative vote from a majority of the members represented at the meeting (in person or in proxy) and entitled to vote on the subject matter shall be the act of the members except (i) when the vote of more than a majority of those present is required by law or by these Bylaws and (ii) that in elections of members of the Board of Directors, the candidate for a specific position receiving the greatest number of votes shall be deemed elected to that position even though not receiving a majority. Less than a quorum may adjourn the meeting to a fixed time and place and no further notice thereof need to be given unless required by law.

Section 5.6 – Members Entitled to Vote; Proxies – Each Lot in The Colonies whose Owner is also a Class A Member of the Club (a "Class A Member entitled to vote") shall be entitled to one vote on each matter submitted to the membership for a vote. A Class A Member entitled to vote may vote either in person or by written proxy executed by the Class A Member entitled to vote, or his or her duly authorized attorney-in-fact. No proxy shall be valid after 11 months from its date, unless otherwise provided in the proxy.

Article VI – Directors

Section 6.1 – General Powers – The business and affairs of the Club shall be managed by the Board of Directors, made up of the Class A Members elected at the Annual Meeting (or a Special Meeting if no Annual Meeting occurs) held pursuant to Article V.

Section 6.2 – Number and Term – The number of Directors on the Board shall be seven (7). This number may be increased or decreased from time to time by amendment to these By-Laws. No decrease in number shall have the effect of shortening the term of any incumbent Director. Each Director listed below in Section 6.2.1 shall be elected directly to his or her position by the Class A members entitled to vote at the Annual Meeting pursuant to Section V.

Only Class A Members in good standing are eligible to stand for election as Directors. Each Director's term shall begin on December 31 of the year in which they are elected and shall continue for two years. No Class A Member may serve in any one position on the Board of Directors for more than three consecutive two-year terms unless approved for an additional term or terms by a majority of the other Directors. No one person may hold more than one Director position at the same time.

Section 6.2.1 – Positions and Requirements for Directors – The Board of Directors shall consist of the following Directors:

President – only Class A Members who are also current or former Board of Directors members are eligible for the office of President. The President shall be elected by the Class A Members eligible to vote during even-numbered years for a term of two years.

Secretary – The Secretary shall be elected by the members eligible to vote during odd-numbered years for a term of two years.

Pool Director – The Pool Director shall be elected by the Class A Members eligible to vote during even-numbered years and shall serve for a term of two years.

Facilities Director – The Facilities Director shall be elected by the Class A Members eligible to vote during odd-numbered years and shall serve for a term of two years.

Grounds Director – The Grounds Director shall be elected by the Class A Members eligible to vote during even-numbered years and shall serve for a term of two years.

Membership Director – The Membership Director shall be elected by the Class A Members eligible to vote during odd-numbered years and shall serve for a term of two years.

Treasurer – The Treasurer shall be elected by the Class A Members eligible to vote during odd-numbered years and shall serve for a term of two years.

Section 6.2.2 – Waiver of Annual Membership Dues – At their discretion, determined in accordance with Section 6.8, the Board of Directors may waive the Annual Membership Dues for Board Members as compensation for their service to the Club.

Section 6.2.3 – Powers and Duties of Directors – The Directors shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be delegated to them from time to time by the Board of Directors.

Section 6.3 – Vacancies – Any Director vacancy occurring during that Director's regular term, as set forth in Section 6.2, including a vacancy resulting from the removal or resignation of a Director, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, and may, in the case of a resignation that will become effective at a specified later date, be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

Section 6.4 – Annual and Regular Meetings of the Board – The annual meeting of the Board of Directors shall be held in conjunction with the Annual Meeting for all members—at 2:30 PM on the second Sunday in October each year, or at such time and place as designated by the Board of Directors and in accordance with the provisions of notice as described in Section 5.4 through 5.6. If no such location is designated in the notice of the meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233. The Board's annual meeting shall be held for the purpose of electing Directors whose terms will expire that year and carrying on such other business as may properly come before such meeting.

The Board of Directors may also adopt a schedule of additional meetings which shall be considered Regular Meetings, and such meetings shall be held at such time and location, within or without the Commonwealth of Virginia, as the Board of Directors shall designate. If no such

location is designated in the notice of the meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233.

Section 6.5 – Special Meetings – Special meetings of the Board of Directors may be called by the President or the Board of Directors, and shall be held at such times and at such locations, within or without the Commonwealth of Virginia, as the person or persons calling the meetings shall designate. If no such location is designated in the notice of a meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233.

Section 6.6 – Notice of Meetings – Notice of the annual meeting of the Board of Directors need not be separate from the notice of the Annual Meeting pursuant to Section V. No notice need be given of Regular Meetings of the Board of Directors.

Notice of special meetings of the Board of Directors shall be given to each Director by mail, email, text message, or other means or written communication or by telephoning such notice to him or her not less than 48 hours before the meeting. Any such notice shall set forth the time and place of the meeting and shall convey the purpose for which it is called. If no such location is designated in the notice of a meeting, it shall be held at the Colonies Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233.

Section 6.7 – Waiver of Notice – A Director may waive any notice required by law, the Articles of Incorporation, or these Bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. Except as provided in the next paragraph of this section, the waiver shall be in writing, signed by the Director entitled to the notice, and filed with the minutes or Club records.

A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 6.8 – Quorum; Voting – A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate or Club action is taken is deemed to have assented to the action taken unless (i) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting specified business at the meeting; or (ii) he or she votes against, or abstains from, the action taken.

Section 6.9 – Telephonic Meetings – The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.10 – Action Without Meeting – Action required or permitted to be taken at the Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by or sent by email from each Director either before or after the action taken, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under

this section shall be effective when the last Director signs or emails his or her consent to the action taken, unless the consent specifies a different effective date and states the date of execution by each Director, in which event it shall be effective according to the terms of the consent.

Article VII – Appointees of the Board of Directors

Section 7.1 – Board Committees – The Board of Directors may create one or more committees and may appoint members of the Board of Directors to serve on them. The Board may also, at its discretion, appoint other non-Director Club Members who shall serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it shall be approved by the number of Directors required to take action under Section 6.8 of these Bylaws.

Section 7.2 - Authority of Board Committees – To the extent specified by the Board of Directors, each Board Committee may exercise that portion of the authority of the Board of Directors may designate, except that a committee may not approve (i) an amendment of the Articles of Incorporation , (ii) a plan of merger or consolidation, (iii) the sale, lease or exchange, or the mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Club, (iv) revocation of voluntary dissolution proceedings, or (v) an amendment to the Bylaws.

Section 7.3 – Budget Committee – The Board of Directors may create a Budget Committee, which shall be made up of Class A Members of the Board. At least one member of the Budget Committee shall be the Treasurer.

Section 7.4 – Swim Team & Swim Team Committee – The Board may create a Swim Team (“ST”) for Members of the Club aged 18 and under. The parents of the ST’s members may create a Swim Team Committee to meet as needed regarding management of the ST. The ST Committee shall notify the Board of the date and time of its meetings, provide a proposed ST budget at the Board’s request, notify the Board of all planned events and any physical or financial needs falling outside its approved budget, and ensure that ST members and parents abide by the Rules of the Club at ST events. The ST Committee shall appoint one of its members to attend Board meetings as the ST’s representative to the Board.

Section 7.5 – Tennis Coordinator – The Board of Directors may appoint one or more Member of any Class to the position of Tennis Coordinator. The Tennis Coordinator shall coordinate individual, group, and team play at the Club’s tennis courts, and shall be the Board’s liaison to the Club Pro, the USTA, and any other tennis organizations whose members play at the Club, or organizations for whom Club Members play, and perform any other such duties related to the tennis courts as assigned by the Board. The Tennis Coordinator(s) shall serve for a one-year term at the Board’s discretion, and no limit exists on the amount of consecutive terms one Member or Members may serve. The Board may, by a majority vote according to Section 6.8, waive all or part of the Annual Membership Dues of the Tennis Coordinator or Coordinators, and may split the waiver among multiple Members holding the position, up to the maximum amount of one Class C Member’s Annual Membership Dues.

Section 7.6 – Club House Rental Coordinator – The Board of Directors may appoint one or more Member of any Class to the position of Club House Rental Coordinator. The Club House Rental Coordinator shall be the Board’s liaison to any persons or groups wishing to rent or use the Clubhouse at 2801 Causeway Drive, Richmond, Virginia 23233. He or she shall keep a calendar of all such activity and manage rental agreements as necessary and perform any other such duties related to the Clubhouse as assigned by the Board. The Club House Rental Coordinator(s) shall serve for a one-year term at the Board’s discretion, and no limit exists to the amount of

consecutive terms one Member or Members may serve. The Board may, by a majority vote according to Section 6.8, waive all or part of the Annual Membership Dues of the Club House Rental Coordinator or Coordinators, and may split the waiver among multiple Members holding the position, up to the maximum amount of one Class C Member's Annual Membership Dues.

Section 7.7 – Social Chair – The Board of Directors may appoint one or more Member of any Class to the position of Social Chair. The Social Chair shall coordinate the various annual parties held at the Clubhouse and Pool for the Membership and perform any other such duties as assigned by the Board. The Social Chair(s) shall serve for a one-year term at the Board's discretion, and no limit exists to the amount of consecutive terms one Member or Members may serve. The Board may, by a majority vote according to Section 6.8, waive all or part of the Annual Membership Dues of the Social Chair, and may split the waiver among multiple Members holding the position, up to the maximum amount of one Class C Member's Annual Membership Dues.

Article VIII – Miscellaneous Provisions

Section 8.1 – Fiscal Year – The fiscal year of the Club shall be determined in the discretion of the Board of Directors, but in the absence of any such determination it shall be the year beginning January 1 and ending December 31.

Section 8.2 – Special Maintenance Obligations – In addition to maintaining the property owned by the Club, to the extent the Colonies at Wilde Lake Association, Inc. ("CWLA") grants permission the Club may maintain, repair, and replace the "Common Area" of the CWLA, which is described in Exhibit C to the Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of the CWLA to the extent the Common Area is not maintained, repaired, or replaced by the CWLA.

Section 8.3 – Amendments – These Bylaws, with the exception of section 4.1 *et seq.*, may be amended or repealed and new Bylaws may be made at any regular or special meeting of the Board of Directors by with the approval of the number of Directors required to take action under Section 6.8 of these Bylaws.

Section 8.4 – Borrowed Funds – Should the Club desire to borrow funds for the purpose of regularly maintaining the Club's physical facilities or improving the Club's facilities, the borrowing must be approved by the number of Directors required to take action under Section 6.8 of these Bylaws.

Section 8.5 – Expenditures – Unless provided for in the Annual Budget (see § 8.7), no Director, Board Appointee, committee member, or other Club representative, agent, or employee may make, or commit the Club to, any expenditure of Club funds over \$250 without approval by the number of Directors required to take action under Section 6.8 of these Bylaws.


Section 8.6 – Financial Reporting – The books and records of the Club shall be available to the Budget Committee at all times. After the end of each calendar year, the books and records of the Club shall be available for audit by the Budget Committee, which may distribute a report of the audit to the membership.

Section 8.7 – Annual Budget – The Board of Directors shall annually present an operating budget for the Club for the upcoming calendar year in such detail as the Budget Committee may require, the "Annual Budget." Approval of the Annual Budget shall be made by the number of Directors

required to act under Section 6.8 of these Bylaws. And any subsequent revision or alteration of the Annual Budget must be approved by the number of Directors required to act under Section 6.8 of these Bylaws.

These Bylaws were approved by the Board of Directors on January 24, 2021
by a vote of 7 for and 0 against.

Certified by:


Kyle Denholm
CSTC Secretary