



## ECOVILLAGE COMMUNITY ASSOCIATION, INC. - BYLAWS

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# BYLAWS FOR ECOVILLAGE COMMUNITY ASSOCIATION

## ARTICLE 1 GENERAL PROVISION

### Section 1.1. Name, Purpose and Location of Corporation

The name of the organization described in these Bylaws is EcoVillage Community Association, a Virginia nonstock corporation, its successors and assigns (“Association”). The purpose of the Association is to enable participants to live in harmony with the environment and one another, by providing a framework for cohesive community efforts by Owners and Residents, who, acting together, maintain and administer Common Area and Common Property, manage community activities of EcoVillage of Loudoun County (EcoVillage), and administer and enforce the terms and conditions of the Governing Documents, including, to do any and all things necessary for accomplishment of Association purposes within the limits permitted by Virginia law, and without limitation collecting and disbursing certain assessments and fees hereinafter described.

The mission of EcoVillage is to combine the co-housing ideal of people living together in community, with the eco-village ideal of people living in harmony with earth and its inhabitants. EcoVillage aims to restore nature and expand human potential by creating a lifestyle that nurtures the human spirit and offers hope for future generations.

The Association desires to provide for (i) preservation of the foregoing mission and goals as more particularly described in the Declaration, the EcoVillage Statement of Mission, Values, Goals and Objectives, and (ii) maintenance and environmental preservation and restoration of the Property.

The offices and records of the association shall be located at the home of the currently elected Secretary of the Board of Directors until such time as a permanent office is established.

EcoVillage of Loudoun County is the Property, Dwelling Units and other Improvements as more particularly described in Article 2 of the Declaration.

### Section 1.2. Definitions

Definitions, terms and other interpretive provisions set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for EcoVillage of Loudoun County as may be amended from time to time, are equally applicable to these Bylaws.

## ARTICLE 2 MEMBERSHIP

### Section 2.1. Membership

Members of the Association shall at all times be, and be limited to, the Owners (including, without limitation, the Declarant) and the Residents. Each Owner and Resident is entitled to attend all meetings of the Association. Mem-

bership in the Association is mandatory and automatic. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and is not otherwise transferable. No Owner shall have more than one (1) membership in the Association for each Lot owned.

## **Section 2.2. Classes of Members, Voting Rights**

The Association shall have the classes of member with the voting rights set forth in Article 4 of the Articles of Incorporation and as follows for those decisions that are identified in the Declaration as requiring majority vote. The community favors the use of the consent decision-making process for any decisions that must be made by majority vote so long as that process does not obstruct the rights of Association Members to bring such issues to vote.

### *A. Owners*

1. Except for the Builder of a new Dwelling Unit prior to its first sale, every Owner of a Lot shall be a Member of the Association, and shall be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner shall have more than one (1) membership in the Association for each Lot owned. A mortgagee-in-possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.
2. Every Owner shall have the right to cast votes, as follows:
  - (a) Every Owner who (i) occupied a Dwelling Unit for more than six (6) months in the previous twelve (12) months (or at least one-half (½) of the time since move in, if less than twelve (12) months) and (ii) is identified in a deed to a Lot as a tenant by the entirety, joint tenant or is one of the fiduciaries or principals of an ownership entity (i.e., a trustee of a trust, manager of a limited liability company, partner of a limited partnership, etc.) authorized to vote, shall have three (3) votes.
  - (b) Every Owner who (i) occupied a Dwelling Unit for more than six (6) months in the previous twelve (12) months (or at least one-half (½) of the time since move in, if less than twelve (12) months) and (ii) is identified in a deed to a Lot as a tenant in common, shall have two (2) votes.
  - (c) Every Owner identified in Section 2.2(A)(2)(a) above who did not occupy a Dwelling Unit for more than six (6) months in a calendar year shall have two (2) votes.
3. Every Owner shall (i) provide the Governing Documents to each Resident residing on such Owner's Lot and (ii) include a provision in any lease with such Resident whereby the Resident shall covenant to abide by all of the terms and conditions of the Governing Documents.
4. The Declarant shall cease to be a Member of the Association upon conveyance of the last Lot within the Property, or, if applicable, Additional Land, owned by the Declarant.

### *B. Residents*

1. Every natural person who (i) is not an Owner, (ii) is at least eighteen (18) years old and (iii) resides in a Dwelling Unit for more than six (6) months or holds a lease for at least six (6) months shall be a Member of

the Association, and shall be subject to the terms of the Governing Documents.

2. Every Resident shall have one vote.

#### *C. Maximum Votes Per Lot*

Notwithstanding the foregoing, the maximum number of votes per Lot comprised of Owners and Residents shall be six (6). Multiple Owners and Residents of the same Lot may divide votes among themselves so as not to exceed the six (6) vote maximum.

### **Section 2.3. Participation in Community Activities by Non-Resident Owners**

Owners in good standing who do not reside at EcoVillage may participate in Association community activities to the extent permitted by General Circle policy.

### **Section 2.4. Orientation of Members**

The Association shall affirm individual membership as follows:

#### *A. Initial Contact*

A representative(s) of the Social Committee shall meet with each individual new to the community within ten (10) days after the new person establishes full or part-time residency in a dwelling unit to provide orientation and explain the benefits and responsibilities of Association membership as appropriate.

#### *B. Follow up*

The Social Committee shall ensure that each individual new to the community is introduced to the rest of the Association community. The Social Committee shall hold a follow-up meeting with the new person within sixty (60) days after the initial meeting to answer any questions and otherwise ensure integration of the individual into the Association community.

### **Section 2.5. Documentation of Membership**

A certificate in such form as may be approved by the Board documents membership in the Association. A certificate signed by the Secretary of the Board and sealed with the seal of the Association shall be issued to each new Member of the Association within one (1) month of membership.

### **Section 2.6. Community Service Requirements**

Every Resident, 18 years of age and older, shall be subject to the community service requirements referenced in Section 9.4 of the Declaration and more particularly set forth below.

Each resident of EVCA, 18 years of age and older, is required to annually fulfill the following community service:

- i. Actively participate in at least one committee of EVCA. Actively means, be present for at least 75% of the meetings in a constructive, engaged manner.
- ii. Complete at least one task, that is assigned and/or approved by a committee chair, for a committee of EVCA.
- iii. Sponsor at least one social event for EVCA per year.

#### *Permanent Exemptions Due to Incapacity*

In the event of full and permanent incapacity the Covenant Compliance Committee may extend an exemption to the Community Service Requirement.

Therefore an official request has to be made to the covenant compliance committee by the resident or the resident's caregiver/family. The covenant compliance committee consults with the resident or the resident's caregiver/family and appropriate community residents. The Covenant Compliance Committee may grant the exemption and informs the General Circle about a granted exemption.

## **ARTICLE 3 FISCAL MANAGEMENT**

### **Section 3.1. Fiscal Year**

The fiscal year of the Association shall be from January 1st through December 31st of each year.

### **Section 3.2. Authority, Purpose Regarding Assessments and User Fees**

The Board shall have the authority, power and obligation to levy and collect Assessments and fees from Owners to promote the welfare, health, safety and recreation of EcoVillage occupants and the furtherance of EcoVillage's mission and objectives. Toward those ends, the Assessments shall be used for, among other purposes:

- i. Association management and operations;
- ii. the Upkeep of the Common Area and Common Property (including, without limitation, repair, maintenance and snow removal for the internal road system owned by the Association that is the responsibility of the Association and not the County or the Virginia Department of Transportation;
- iii. insurance as required by Article 10 of the Declaration;
- iv. Common Expenses and non-budgeted expenses; and
- v. the establishment and maintenance of a capital reserve fund for major purchases that are either non-recurring or that are intended to replace or improve the useful life of the Common Area or Common Property.

The Association shall establish and maintain such capital reserve fund, and allocate and pay to it an adequate amount to provide for repair and replacement of capital assets according to their projected obsolescence, to be designated from time to time by the Board, as more particularly set forth in the Governing Documents. All sums col-



lected by the Board from Assessments or any other source shall be accounted for separately in accordance with generally accepted accounting principles.

### **Section 3.3. Payment for Services**

A mixture of volunteer and paid labor shall implement operations of the Association. In order to contract for services, the Association shall generally use a bid process for a specific task, series of tasks, or ongoing services over a period of time. The maximum length of any contract shall be five years.

The Association generally shall not hire residents as employees, though residents may be contracted to carry out specific tasks where volunteer services are not available, however such employment limitation shall not extend to subsidiary corporations of the Association. Contracting with residents shall be carried out carefully so as to minimize the likelihood that employer/employee relations negatively affect neighborhood relations.

### **Section 3.4. Financial Records**

All financial records of the Association shall be maintained in accordance with generally accepted accounting principles.

### **Section 3.5. Annual Financial Review**

The Board shall each year direct a review and every third year direct an audit of the Association's financial records by a qualified accounting firm. Findings of the Annual Financial Review and Tri-annual Financial Audit shall be reported by the Treasurer to the General Circle and Board within 120 days of the Association's fiscal year end and shall be made available to the Membership.

## **ARTICLE 4 GOVERNANCE STRUCTURE**

### **Section 4.1. Organizational Model**

The Association shall be structured in accordance with the sociocratic model of organization, the fundamental principles of which are as follows:

#### *A. Consent Decision-making*

The consent principle governs decision-making except for those decisions identified in the Declaration as requiring majority vote of the Membership. The principle of consent is the method of decision-making whereby the arguments presented in discussing a decision are of paramount importance, and the result of the discussion is that no one present has a reasoned objection to the decision that is being made. The consent principle does not require consent to every decision of the Circle; however, there must be no objection regarding the means of decision-making about any given item.



### *B. Circles*

The organization consists of a hierarchy of Circles and committees ("Circles"). A Circle is a group of persons who are functionally related. Each Circle has its own aim and has the authority and responsibility to execute, measure and control its own activities consistent with these Bylaws and other Governing Documents, and the limitations set by the next higher Circle.

### *C. Double Linking*

The lower Circle is always double-linked to a higher Circle in such a way that at least two persons, that is, the person in charge of the Circle ("Chair") and at least one elected representative from that particular Circle belong to and take part in the decision-making of the next higher Circle.

### *D. Elections by Consent*

Except as otherwise stated in the Declaration or these Bylaws, persons are elected exclusively by consent after open discussion.

## **Section 4.2. Circle Management**

Management of all Circles shall be in accordance with the following procedures, except where different procedures for making specific decisions are specified in the Declaration.

### *A. General Authority and Responsibilities*

1. Each Circle shall consist of a Circle Chair and the members of that Circle.
2. Each Circle shall draft its own procedures with respect to its tasks, authority, and responsibilities, except that Circle procedures shall not be in conflict with these Bylaws, other Governing Documents, the laws of the State of Virginia, or limitations set by the next highest Circle.
3. Each Circle shall elect one of its members as the meeting facilitator (the Circle Chair is eligible for this position, though another member of the Circle may be elected to perform this function), one as secretary, and one or more of its members to represent that Circle in the next higher Circle. Each Circle shall also elect one of its members as leader ("chair") of the next lower Circle to assume operational responsibility for the next lower Circle. The Circle from time to time may elect an additional representative(s) to the next higher Circle for a limited period of time or to address a specific issue of special concern.
4. A Circle is authorized to form task groups to prepare decision-making recommendations for the Circle. The task group may be composed of persons from the higher Circle, other Circles, or external advisors.
5. Individual Circle members may make independent decisions within the limits determined by their own Circle.

6. Decisions made during a Circle meeting shall be recorded in minutes to be distributed to Circle members within fourteen (14) days of the meeting and summarized in a brief, monthly report to be submitted to the General Circle.

#### *B. Decision-making procedures*

1. Decision-making shall be in conformance with the principle of no objection, or the “consent principle” as described in Section 4.1.A.
2. Should there be objection to a decision, arguments for the objection must be given; an objection without reasoned argument shall not be considered.
3. If a Circle is unable to reach a decision on a particular matter, the matter may be tabled until a subsequent meeting, or the Circle’s meeting facilitator may refer the matter to the next higher Circle for decision, or lower Circle or task group for a recommendation.
4. The next higher Circle is responsible to assure that decision-making in a lower Circle functions according to these Bylaws. If the next higher Circle concludes that the decision-making within a Circle does not function according to these Bylaws, the next higher Circle may assume the decision-making of that Circle on an interim basis. The next higher Circle shall take such action as it deems necessary to re-establish the lower Circle’s performance according to sociocratic principles as soon as possible. The next higher Circle shall restore decision-making authority to the lower Circle as soon as it determines directly or in consultation with an independent auditor that decision-making in the lower Circle is functioning according to sociocratic principles.
5. A qualified auditor shall review the decision-making process in each Circle annually and shall report to the General Circle whether the decision-making of the various governing bodies conforms to these Bylaws.

#### *C. Elections and Removal*

1. Elections shall be conducted annually at a meeting convened for this purpose, according to the consent principle and after open discussion.
2. Persons may fulfill more than one function at the same time, unless this could result in a legal or functional incompatibility; provided that the chair of the committee and the elected representative may not be the same person.
3. Each Circle shall determine procedures for the appointment and written criteria for dismissal of its members, in accordance with the law, these Bylaws, and other Governing Documents. A Circle shall make decisions regarding dismissal of a member only after the person involved has been given an opportunity to present his/her arguments. However, the person involved may not participate in the decision-making. In the absence of an express written agreement to the contrary between a member or employee member of a Circle and the Association, these procedures shall not constitute a contract between any person and the Association. All employee members of a Circle shall remain as “at-will” employees.

4. In the event a Circle objects to the appointment of or seeks to dismiss a representative of the next lower Circle, the objecting Circle shall submit objections to the next lower Circle concerning the functioning of its representative in the Circle. Should the consideration of these objections not result in consent between the higher and lower Circles, the higher Circle may deny the representative the right to represent the next lower Circle in the higher Circle or to the public. Such denial of representation is an extreme remedy and the higher Circle should only undertake it as a final resort, and shall take all necessary action to restore representation of the next lower Circle as soon as possible.

## **ARTICLE 5 MEETINGS**

### **Section 5.1. Schedule**

Circles shall meet at regular intervals, at least four (4) times per year unless otherwise specified in these Bylaws, beginning at least within three months of occupancy of seven (7) EcoVillage residences.

### **Section 5.2 Notice of Meeting**

#### *A. Address Registration*

Owners and Residents are responsible for registering their address of record with the Secretary of the Board and notifying the Secretary of any changes in that address.

#### *B. Regular Meeting Notice*

The meeting facilitator of the Circle shall convene regular Circle meetings. All Circle members shall receive written notice at least two (2) weeks in advance of the meeting, including the meeting location, date and time unless otherwise specified in these Bylaws. The meeting agenda and any relevant information necessary to make decisions on matters to be discussed at the meeting, shall be delivered to each Circle member at least two days prior to the meeting, unless otherwise specified in these Bylaws, and in accordance with procedures defined in these Bylaws and the Circle's rules.

### **Section 5.3. Quorum**

It is not necessary for all the members of the Circle to be present to make a decision. Each Circle shall establish its own written policy defining a quorum unless otherwise specified in these Bylaws.

### **Section 5.4. Minutes**

Any decision made during a Circle meeting shall be recorded in minutes to be circulated to all members of the Circle and available to the other Circles with which the Circle is linked, within seven (7) days of the meeting. The Secretary shall maintain all minutes on file, which shall be open for examination by all members of the Association during nor-

mal business hours and upon reasonable notice, with exception of those minutes that are considered confidential per Section 5.6 of these Bylaws. The Secretary of each Circle shall act as secretary of the meeting, but in his/her absence the facilitator of the meeting may appoint any person to act as secretary of the meeting.

#### **Section 5.5. Temporary Appointment During Absence**

In the absence of the meeting facilitator or secretary, an individual may be selected by the meeting to fulfill the functions of the needed role during the meeting.

#### **Section 5.6. Confidentiality**

Personal information about individuals, individual financial disclosures, interpersonal conflicts, conflicts between individuals and the Association, information related to any legal proceedings, information noted as proprietary or otherwise identified as confidential by a Resident shall be considered confidential to all individuals in attendance when the information was shared and shall not be shared with others, with the exception of legal counsel and other professional consultants. Such information shall be handled with discretion in the minutes. Violation of confidentiality is grounds for removal from a Circle per Section 4.2.C.3.

#### **Section 5.7. Action Without a Meeting**

Any action required or permitted at a meeting of a Circle may be taken without a meeting if all members of the Circle consent thereto in writing or by telephone or other direct poll, which is subsequently documented and filed with the minutes of proceedings of the Circle.

#### **Section 5.8. Attendance by Teleconference**

Circle members may participate in a meeting thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting are in direct communication with one another, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

### **ARTICLE 6 ANNUAL MEETINGS AND SPECIAL MEETINGS**

#### **Section 6.1. Annual Meeting of the Association**

The Annual Meeting of the Board shall be held in October. Notice of this meeting shall be given to all members at least thirty (30) days in advance of the meeting. The regular agenda of this meeting shall include: election of Officers, review and update as necessary of the Bylaws in accordance with Article 14, including a review of Circle aims; approval of the insurance schedule, and presentation of membership roster for all standing committees for the upcoming year.

A follow-up meeting shall occur in January of the following year. The regular agenda of this meeting shall include: review of progress in achieving goals and objectives as defined in the EcoVillage Statement of Mission, Values, Goals and Objectives and other accomplishments of the prior year as reported by committees; review of the annual Sociocracy audit results; approval of the capital and operations budgets; and approval of the organization's Strategic Plan.

## **Section 6.2 Annual Owners Meeting**

Owners have the right to attend the Annual Owners Meeting. The first Annual Owners Meeting shall occur upon sale of three Lots by Sycamore Springs LLC or a Builder. One Owner representative to the Board shall be elected at that meeting. Subsequent meetings of Owners shall be held annually in October at such day, time, place, and manner as may be determined by resolution of the Board from time to time. Only the Owners or co-owners in good standing (not in default of assessments) or their proxies shall be permitted to attend the meeting and vote. The sole and exclusive purpose of the meeting shall be to elect an Owner representative(s) to the Board for a term of two years or the term of elected office should the Owners representative be elected to an officer position. The number of representatives, if any, in excess of one (1) representative to be elected, shall be determined by resolution of the Board from time to time.

### *A. Notice*

Owners shall be notified of the meeting by certified letter sent to their address of record, electronic mail with returned receipt, or hand delivered mail with returned receipt at least thirty (30) days in advance of the meeting. All registered Owners shall be notified of the Annual Owners Meeting.

### *B. Procedures*

The Chair of the Board shall preside at the Annual Owners Meeting, and the meeting shall be conducted in accordance with Robert's Rules of Order. Election shall be by majority vote, two votes per lot, which may be split between or among co-owners. Votes may be submitted by proxy. The Board shall propose one or more names for Owner representative(s), determine the time and place of the Annual Owners Meeting, and give owners at least thirty (30) days advance notice of the meeting. Names of additional candidates for Owner representative(s) to the Board may be added from the floor during the Annual Owners Meeting if properly nominated and seconded.

### *C. Quorum*

Attendance in person, by teleconference or similar communications equipment, or by proxy of Owner members representing 50% of the possible votes shall constitute a quorum for official business at the Annual Owners Meeting. If a quorum is not achieved, no business shall be transacted and the meeting shall be adjourned.

### *D. Minutes*

The Secretary of the Board, or other member of the Board so designated by the Board, shall act as secretary of the meeting. Any decision made during an Annual Owners Meeting shall be recorded in minutes to be circulated to all Owners and the Board of the Association, within seven (7) days of the meeting. The Secretary shall maintain all min-

utes of Annual Owners Meetings on file, which shall be open for examination by all Owners during normal business hours and upon reasonable notice.

### **Section 6.3. Special Meetings**

Special meetings of any Circle may be held at any time or place within or without the State of Virginia whenever called by the Chair, Meeting Facilitator, or Secretary. Written or telephone notice of a special meeting of any Circle that includes the meeting's purpose shall be given by the person or persons calling the meeting at least ten (10) days before the special meeting. The Chair shall convene a special meeting within fourteen (14) days of such request to hold a meeting received from any member of the Circle. Should the Chair fail to convene such a meeting within that timeframe, the Circle member who made the request may convene the meeting.

## **ARTICLE 7 BOARD OF DIRECTORS (BOARD)**

### **Section 7.1. Number and Membership Qualifications**

The Board shall consist of no fewer than six (6) nor more than twelve (12) members, including external members, as such number may be established from time to time by resolution of the Board. To qualify for Board membership an individual shall be a member of the Association and shall possess the following skills and attributes: sound judgment, clear communication skills, integrity, leadership, follow-through, and dedication to the mission and values of the Association and the EcoVillage of Loudoun County.

The Board shall include at least three principal representatives:

- (a) the elected representative of the Owner members,
- (b) the Chair of the Association's General Circle, and
- (c) the elected representative(s) of the Association's General Circle, including non-owners if chosen. In addition, Sycamore Springs Limited Liability Company shall retain the right to appoint a representative to the Board so long as it owns any EcoVillage Property.

No principal representative may fulfill the role of any other principal representative. The members of the Board shall include persons with expertise in the following areas:

- A person with expertise in financial matters relating to the business of the Association;
- A person with expertise in the area of human or social relations, including management, organizational development or administration;
- A person with expertise in the technology of housing;
- A person with expertise in ecology and environmental sustainability;
- A person with expertise in legal matters relating to the business of the Association (not necessarily an attorney).

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Members of the Board who are not employed by the Association, including principal representatives, may fulfill one or more than one of the above areas of expertise at the same time unless this could result in a legal or functional incompatibility. The Board may invite persons expert in these areas who are not members of the Association to sit on the Board as Advisory Members who may participate in consent decision-making, except that Advisory Members may not vote on decisions explicitly reserved by the Declaration as matters requiring a vote.

### **Section 7.2. Aim, Powers and Responsibilities**

The Board shall be the highest decision-making body of the Association, with the powers and responsibilities of which are set forth in the Articles, Declaration and these Bylaws. The aim of the Board is to support the EcoVillage Statement of Mission, Values, Goals and Objectives by establishing and supervising links between the Association and various sectors of society most relevant to the Association and managing and directing the business and affairs of the Association, including enforcement of Governing Documents. The Board has full power to engage in any lawful act or activity under the POA Act unless otherwise limited by the provisions of these Bylaws. The power of the Board includes but is not limited to the following specific powers and responsibilities in addition to those listed in Section 4.2.A of these Bylaws:

1. Provide oversight to overall budget and cash flow. Receive from the GC and review, amend, enhance as needed, and approve:
  - Proposed operating and capital budgets
  - Cash flow variance analyses with proposed corrections for any significant variances, capital purchase requests not part of the approved budget, and
  - Proposed contracts, employment agreements, borrowings or other obligations in excess of \$3,000.
2. Ensure adequate funding for the Association. Receive from the GC and review, amend, enhance as needed, approve, sign and record:
  - Fundraising strategies through endowment, insurance, and other solicitations or leases
  - Any application for any grant, loan, or license from any governmental agency or other authority that may result in the imposition of special conditions and requirements
  - Any recommendations for Special Assessments
  - Any long-term lease of Common Area and recommended user fees for long-term use of Common Area by non-Members and long-term use of Common Area by Members when such costs are not covered by Assessments, and
  - Business plans for profit-making subsidiaries to support the Association.
3. Manage the Association's legal affairs. Receive recommendations for and initiate and manage the Associa-



tion's legal actions with the advice of counsel to:

- remedy non-payment of all moneys owed to the Association enforce any right, provision, covenant or condition of the Governing Documents
- suspend voting rights of any Member due to non-payment of Assessments, and
- correct any other matters that may properly come to the Board's attention.

4. Manage the Association's assets.

A) Receive from the GC and review, amend, enhance as needed, approve, and ensure proper recording of:

- Purchase or disposal of capital assets
- Preventative or corrective steps, with the advice of counsel, to address any potential legal vulnerabilities of legal actions against the Association
- Annual report on the state of the Association buildings, grounds, and other Improvements, real and personal, and recommended actions related to the upkeep of the Association's assets
- the Association's annual insurance schedule
- Any report of significant loss or damage to Property, recommended report to the Association's insurance provider, and prompt repair of any Common Area Improvements in accordance with Section 10.2 of the Declaration
- Any proposal for a mortgage, trust deed, or other lien on any the Association Property with a lending institution or private financing entity, and
- Any request for a boundary line adjustment related to Common Area.

B) Receive from any Owner an offer to purchase a Lot pursuant to Section 7.4 of the Declaration. Consider and approve as appropriate any offer for sale of a Lot to the Association. Ensure completion of purchase or sale, or ensure execution of a recordable document stating the Association's waiver of its first right of refusal within thirty (30) days of the offer of sale of any Lot to the Association.

5. Provide residential oversight. Receive from the GC and review, amend, enhance as needed, and approve:

- Recommendations for any Property easements requested by an Owner, or initiated by the Association, or any public or private entity, and
- Recommendations for restrictions on Dwelling Unit Rental.

6. Establish overall rules and enforcement. Receive from the GC and review, amend, enhance as needed, and approve:

- Substantive changes in the A&ED Guidelines, ensuring that they provide the best possible safeguards for continuing appreciation of property value; preservation of solar access and stellar visibility; en-

hancement of quality and viability of water, soil, and air; diversity, abundance, and balance of native flora and fauna; and visual beauty and maximum energy independence of EcoVillage.

- Schedule of fines and other penalties related to covenant enforcement.
7. Provide oversight to the Association operations.
    - A) Receive from the FC, General Manager, and/or GC and review, amend, enhance as needed, and approve:
      - Proposed procedural changes or corrective actions in response to financial reviews or compilations
      - Annual Sociocratic Method audit report and any procedural changes resulting from that audit
      - Annual reports and a proposed Annual Plan
      - Recommendations for the Association business transactions, ensuring legal compliance and legal viability of business transactions of the Association and engaging legal counsel as needed, and
      - Proposals to amend these By-Laws.
    - B) Ensure official representation of the Association or the EV community in public settings or legal proceedings, as appropriate.
    - C) Review from time to time, and revise as needed, the Statement of Mission, Values, Goals, and Objectives of EcoVillage, and the Association Articles of Incorporation.
    - D) Modify or rescind as appropriate any delegation of power by the Association and exercise any power or authority of the Association with respect to any corporation, partnership, joint venture, subsidiary, or other entity in which the Association is a member, stockholder, or participant.
    - E) Ensure implementation of significant procedural changes resulting from audits, reviews, or other feedback, including approved changes to these Bylaws.
    - F) Publish announcements and explanations to the Association community concerning its key actions including budgets; annual Strategic Plan; revisions to Statement of Mission, Values, Goals, and Objectives; major business transactions; boundary line adjustments to the Common Area; and Special Assessments.
    - G) Ensure proper signing, notification, and secure recordation of official actions including business plans; contracts and employment agreements; applications for grants, loans, or licenses; long term leases; retirement of any mortgage, trust deed, or other lien on any the Association Property; boundary line adjustment; any action or decision requiring notice to any mortgagees in accordance with Section 12.1 of the Declaration; and legal activities including any decision to merge, consolidate, or dissolve the Association within the limitations of Section 13 of the Declaration.
  8. Publish the approved Annual Plan and revisions to the Statement of Mission, Values, Goals, and Objectives of EcoVillage, and Articles of Incorporation to the Association Members and other relevant/interested organizations; provide implementation guidance to the GC.

9. Complete, record, and file the Association business transactions as appropriate, and provide notification to any mortgagees in accordance with Section 12.1 of the Declaration of any action or decision requiring such notice.

### **Section 7.3. Quorum**

At all meetings of the Board one-half of the directors or at least three directors, whichever number is the greater, shall constitute a quorum for the transaction of business, including in that number at least two principle representatives. Advisory Members may not be counted as contributing to a quorum.

### **Section 7.4. Election, Compensation, Attendance, Resignation, Vacancies, and Tenure**

The Board shall initially consist of the persons named as directors in the Certificate of Incorporation, and each director so elected shall hold office for two years or until his/her successor is elected. The Board may, at its discretion, compensate any or all of its members for their services. Directors shall be qualified by their willingness to participate actively in the affairs of the Association, and such ongoing qualification shall be reflected in attendance at meetings of the Board to the extent that: Directors are expected to attend all meetings of the Board when reasonably able to do so; and three (3) consecutive absences from or failure to attend during a calendar year at least fifty percent (50%) of the regular or special meetings of the Board, shall constitute an automatic tender of resignation from the Board by such Director.

Any director may resign at any time upon written notice to the Association, and such notice shall be effective upon its delivery to the Association unless the notice specifies a later date. Except for any vacancy occurring in the position of Owner representative, any newly created directorship or any vacancy occurring in the Board for any cause may be filled by a person selected by the consent of the remaining directors and each director so elected shall hold office until the expiration of the term of office of the director whom s/he has replaced, until his/her successor is elected, or until removed from office in accordance with these Bylaws.

If the owners' representative(s) resigns more than 30 days before the expiration of his/her term, the Board shall call a special Owners' meeting to elect a new representative(s).

The term of directors shall be two (2) years from the January 1st or July 1st following his/her appointment; provided, however, that directors may be specifically selected for terms of a lesser or greater amount of time in order to maintain a staggered schedule of terms. The extension or diminution of a director's term for such purpose may not exceed six (6) months. A director term of directorship shall continue for the duration of his/her elected term, even if the original qualifying status of that director changes during his/her term of directorship, unless the change in qualifying status results in loss of that director's Association membership. If the director loses his/her membership in the Association, s/he is automatically disqualified from directorship.

## ARTICLE 8 OFFICERS

### Section 8.1. Election, Term of Office, Resignation, Removal, and Vacancies

The Board shall elect, every other year at its annual meeting, a Chair, Vice Chair, Secretary, and Treasurer. Each officer shall hold office for a two-year term to commence in January following the election. An officer shall have his/her term of directorship automatically extended to allow him/her to serve the entire term of elected office. Any officer may resign at any time upon written notice to the Association. The Board may remove any officer with or without cause at any time in accordance with procedures specified in Section 4.2.C.2 of these Bylaws. No individual shall simultaneously hold more than one officer position. Any vacancy occurring in any office of the Association due to death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

### Section 8.2. Powers and Duties of Executive Officers

#### *A. Chair*

The Chair shall preside at all meetings of the Board and shall represent or cause to be represented, the Board in external forums requiring Association representation.

#### *B. Vice Chair*

The Vice Chair shall perform the duties of the Chair in the absence of the Chair or in the event of the Chair's inability or refusal to act.

#### *C. Secretary*

The Secretary shall keep the minutes of Board meetings in books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; shall see that the corporate seal is affixed where documents are required to be under its seal, and when so affixed, may attest the same; shall provide Certificates of Membership to each Member of the Association and maintain a roster of Association Members with their addresses available for review by members of the Association at all times, shall maintain a record of attendance of the Directors at all regular and special meetings of the Board; and, in general, the Secretary shall perform all duties incident to the office of a secretary of a corporation.

#### *D. Treasurer*

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board; shall render, or cause to be rendered, to the Board, whenever requested, an account of the financial condition of the Association; and shall receive, review and present to the Finance Committee, the Board, General Circle, and the Association Membership, the results of an annual review, tri-annual audit, and in general, shall perform all the duties inci-

dent to the office of a treasurer of a corporation. The Treasurer shall serve as a member of the Finance Committee.

## **ARTICLE 9 GENERAL CIRCLE**

### **Section 9.1. Membership of General Circle**

The General Circle shall consist of the Association's Chair of the General Circle (General Manager), chairs of the Association's committees, and at least one elected representative from each committee.

### **Section 9.2. Role of General Circle Chair**

The General Circle Chair shall accomplish the aims of the Association by managing the operations of the Association in accordance with the Association's Governing Documents within the limits set by the Board. The General Circle Chair gives day-to-day supervision to Committee Chairs, assures that committees are maintaining documented procedures and assessing the effectiveness of their procedures on a regular basis, and assures that committee procedures support and promote achievement of EcoVillage's environmental and social goals. The General Circle Chair shall receive recommendations and issues from Committee Chairs for the Board and review said items for appropriateness, completeness, and format. The General Circle Chair shall serve a two-year term beginning on May 1 and shall serve no more than three consecutive terms. The General Circle Chair shall be elected by a special joint meeting of the Top and General Circles to be held in February or March prior to the end of each two-year term. The Chair of the Board or another person selected by the Board shall facilitate the election.

### **Section 9.3. Role of General Circle Secretary**

In addition to the duties listed in Section 5.4, the General Circle Secretary shall maintain a logbook and archives of minutes from all committees.

### **Section 9.4. Aim, Powers, and Responsibilities**

The aim of the General Circle is to promote the accomplishment of goals and objectives articulated in the EcoVillage Statement of Mission, Values, Goals and Objectives by providing ecologically based cohousing services. The General Circle shall conduct operations of the Association in accordance with the Association's Governing Documents within the limits set by the Board. The General Circle shall appoint and supervise Chairs of Association committees.

The General Circle shall elect representatives to the Board maintaining a minimum of four (4) and a maximum of six (6) filled Board representative seats at all times. The General Circle shall assume the following responsibilities and authority in addition to those listed in Section 4.2.A of these Bylaws:

*A. Budget and Cashflow*

1. Receive from the Finance Committee the recommended Association annual operating and capital budgets;
2. Receive from the Finance Committee operating budget (cash and labor) variance analyses with recommendations;
3. Receive Finance Committee recommendations for capital purchases that are not part of the approved capital budget;
4. Receive proposed contracts and employment agreements, borrowings, and other obligations in excess of \$5,000 from committees;
5. Review proposed annual operating budget and capital budget;
6. Review monthly operating budget (combined cash and labor) variances in excess of a maximum annual total of \$5,000, and determine steps to rectify such budget variances;
7. Review the monthly cashflow statement;
8. Review any capital purchases that are not part of the approved budget;
9. Review proposed contracts and employment agreements, borrowings and other obligations, in amounts in excess of \$5,000;
10. Recommend to the Board proposed annual operating and capital budgets;
11. Guide committees as needed to rectify budget variances and report budget and cashflow variances to the Board;
12. Recommend to the Board any capital purchases that are not part of the approved budget; and
13. Recommend to the Board proposed contracts and employment agreements, borrowings and other obligations in amounts in excess of \$5,000.

*B. Funding*

1. Receive Economic Development Committee recommendations for start-up of any profit-making subsidiaries, and any economic alliances and partnerships;
2. Receive Economic Development Committee recommendations for fundraising strategies through endowment, insurance and other solicitations to support the Association, its land management and community development activity;
3. Receive recommendations for contracts to lease Property or use EcoVillage facilities on a long-term basis;
4. Receive Finance Committee recommendations for user fees for any long-term use of Common Area, the costs of which are not covered by assessments;
5. Receive Finance Committee recommendations for Special Assessments;

6. Review proposed start-up of any profit-making subsidiaries to support the Association;
7. Review proposed fundraising strategies through endowment, insurance, and other solicitations or leases, grants, loans, or licenses to support the Association, its land management and community development activity;
8. Review recommendations for user fees for long-term use of Common Area that are not covered by assessments;
9. Review recommendations for Special Assessments;
10. Recommend to the Board start-up of any profit-making subsidiaries to support the Association;
11. Recommend to the Board fundraising strategies through endowment, insurance, and other solicitations or leases to support the Association, its land management and community development activity;
12. Recommend to the Board and submit as approved by the Board, any application for any grant, loan, or license from any governmental agency or other authority that might result in the imposition of special conditions and requirements;
13. Approve any long-term lease of Common Area and determine user fees for long-term use of Common Area by non-Members and long-term use of Common Area by Members when such costs are not covered by Assessments; and
14. Recommend to the Board Special Assessments as appropriate.

#### *C. Asset Management*

1. Receive Finance Committee recommendations for disposal or conveyance of capital assets with a fair market value greater than \$5,000;
2. Receive Land Stewardship Committee recommendations for any new uses of the Property and any major site plan changes;
3. Receive Common House Committee recommendations for any long-term changes in Common House use;
4. Receive Facility Maintenance Committee reports of initiatives to promote use of environmental procedures and new technologies;
5. Receive any reports of theft or major damage to Property;
6. Receive from the FC any proposal for a mortgage, trust deed, or other lien on any EVCA Property with a lending institution or private financing entity;
7. Receive any report of serious security problems;
8. Review recommendations for disposal or conveyance of capital assets with a fair market value greater than \$5,000;



9. Review recommendations for new uses of the Property, major site plan changes, or long-term changes in Common House use;
10. Analyze and propose actions to necessary to maintain EVCA buildings, grounds, and other Improvements, real and personal;
11. Ensure coordination among the appropriate committees of initiatives to promote use of new environmental procedures and technologies;
12. Review any proposal for a mortgage, trust deed, or other lien on any EVCA Property with a lending institution or private financing entity;
13. Analyze reports of theft, property damage, and security problems;
14. Recommend to the Board disposal or conveyance of capital assets with a fair market value greater than \$5,000;
15. Approve as appropriate any new property uses, major site plan changes, or long-term changes in Common House use;
16. Approve new environmental initiatives as appropriate;
17. Submit to the TC an annual report of the state of EVCA buildings, grounds, and other Improvements, real and personal, along with any proposals to address problems;
18. Recommend to the TC any proposal for a mortgage, trust deed, or other lien on any EVCA Property with a lending institution or private financing entity and report of significant loss or damage to Property.

#### *D. General Circle Operations*

1. Receive from the Finance Committee results of the annual financial review or audit;
2. Arrange for and receive results from an annual Sociocratic Method audit in conformance with these Bylaws;
3. Receive any ad-hoc written complaints regarding deviations from these Bylaws;
4. Receive annual reports from all committees regarding progress toward goals and objectives, and plan for the upcoming year's pursuits;
5. Receive updates from Committee Chairs concerning their committee membership rosters;
6. Receive monthly committee reports;
7. Maintain orderly and financially and legally sound operations of the Association;
8. Determine whether committees are operating Sociocratically and according to these Bylaws, by reviewing the results of the annual Sociocratic Method audit and other reports received;
9. Develop an Annual Report and proposed Strategic Plan for the Association;

10. Determine whether existing committees should be split up, combined, or dissolved;
11. Assure that vacancies are filled on all standing committees;
12. Maintain a roster of the membership of all Association committees;
13. Ensure proper coordination among the various committees;
14. Ensure informed participation in decision-making by posting General Circle meeting agenda (with background documents) on the secure part of the Association's website at least 3 days in advance of the meeting date, and General Circle minutes within seven (7) days following the meeting date;
15. Report to the Board any procedural changes resulting from the financial review or audit;
16. Provide feedback to each committee re: required operational changes necessary to comply with these By-laws, and support the Association's strategic plans;
17. Provide an Annual Report and Proposed Strategic Plan to the Board;
18. Propose to the Board, as appropriate, amendments to these Bylaws;
19. Provide feedback to each committee regarding its annual report;
20. Publish an annual committee roster; and
21. Publish General Circle records on the Association's website.

#### *E. Residential Oversight*

1. Receive from the Finance Committee recommendations for any requests for restrictions on Lot rental;
2. Receive from the Architectural and Environmental Design Review Committee any Property easements requested;
3. Receive decisions and guidance from the Board;
4. Review any proposed restrictions on Dwelling Unit Rental;
5. Review any Property easements requested by any Owner and formulate any Property easements to be initiated by the Association;
6. Execute Board directives or delegate to the committees for execution;
7. Recommend to the Board any proposed restrictions on Dwelling Unit Rental;
8. Recommend to the Board any Property easements requested by any Owner and formulate any Property easements to be initiated by the Association; and
9. Report to the Board accomplishments of its directives.

*F. Rules*

1. Receive from the Architectural and Environmental Design Review Committee recommendations for any substantive changes to the Architectural and Environmental Design Guidelines;
2. Receive from the Covenant Compliance Committee a recommended schedule of fines and other penalties related to covenant enforcement or speeding violations;
3. Review proposed substantive changes in the Architectural and Environmental Design Guidelines;
4. Review a schedule of fines and other penalties related to covenant enforcement;
5. Recommend to the Board proposed substantive changes in the Architectural and Environmental Design Guidelines; and
6. Recommend to the Board a schedule of fines and other penalties related to covenant enforcement.

## **ARTICLE 10 STANDING COMMITTEES**

### **Section 10.1. List of Standing Committees**

The Association's standing committees shall be: Architectural & Environmental Design Review; Common House; Covenant Compliance; Economic Development; Facility Maintenance; Finance; Land Stewardship; and Social. These committees shall not be dissolved or combined without the approval of the Board through amendment of these By-laws.

### **Section 10.2. Composition, Joining, Terms, and Resignation**

All standing committees shall have at least three (3) members, at least two of whom shall be members of the Association, except for the Architectural & Environmental Design Review Committee and Covenant Compliance Committee, which shall each have a minimum of five (5) members. Members may join a committee by expressing their interest to an announced opening in writing to the Committee Chair.

Terms of committee membership shall begin January 1 and end December 31 of any given year. Committee members may extend their term another year by expressing this desire in writing to the Committee Chair. There are no term limits to the number of terms a Member may serve, but Committee Chairs will encourage rotation after successive terms to enhance and broaden participation across all committees.

Each standing committee shall document its criteria for membership in good standing. Any member not complying with the committee's good standing criteria shall be removed from the committee. Individuals may resign from a committee at any time by providing written notice to the Chair of the committee, and such notice shall be effective upon its delivery to the Chair unless the notice specifies a later date.

### **Section 10.3. Committee Leadership**

The General Circle shall select a chair to lead each standing committee and be responsible for the committee's accomplishment of aims. Each Committee Chair, in turn, shall recruit volunteer committee members from among resident members and/or non-residents; and may hire non-residents as required to provide for adequate qualifications among committee membership to accomplish the aim of the committee in accordance with the committee's budget.

The Committee Chair shall update the General Manager in a timely way, on changes in his/her committee membership. The Committee Chair shall direct the work of committee members, provide feedback on accomplishments, and approve all reimbursement requests in accordance with the committee's budget. The committee chair shall approve committee tasks. The committee chair shall ensure every member of the committee fulfills a task. The Committee Chair shall ensure that the committee holds circle meetings and otherwise operates in accordance with the Socio-craic model of organization.

Terms of committee chairs shall be two (2) years unless they resign or are removed. A Committee Chair may serve up to two successive terms of office for a given committee.

### **Section 10.4. Powers and Responsibilities**

Operations of all committees include policy-making, planning and staging committee activity, carrying out defined duties, and measuring and evaluating committee activity. Each committee shall guide its processes by establishing and maintaining written procedures, and seeking and reviewing feedback from various sectors of the Association to assess their effectiveness on a regular basis.

Each committee shall maintain a system for training its members. Training and education for committee members shall include instruction in the committee's specific subject area, methods for holding effective meetings, and methods for organizing work. Each committee shall assume responsibilities and authority as defined in Sections 4.2.A, and Article 10 of these Bylaws.

### **Section 10.5. Committee Aims, Duties and Membership**

#### *A. Architectural & Environmental Design Review Committee (A&EDRC)*

The aim of the A&EDRC is to establish standards to protect and enhance the enduring environmental quality, visual beauty, and property investment value of EcoVillage; promote maximum energy independence of EcoVillage; and process requests for specific architectural and/or environmental design changes throughout the Property. The A&EDRC shall include in its membership, or retain as needed: a registered architect with expertise in energy efficient, passive solar design, and a landscape architect or ecologist. The A&EDRC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC, FC, and the general EV community, and provide reports as scheduled.
2. Review the Architectural & Environmental Design Guidelines (A&EDG), recommend update to the GC, and publicize as approved in order to accomplish the following:

- provide the best possible safeguards for continuing appreciation of property value,
  - preservation of solar access, and stellar visibility, and enhancement of quality and viability of water, soil, and air, and diversity, abundance, and balance of native flora and fauna
  - keep pace with environmentally sustainable, leading edge energy saving technologies, with a goal of promoting safe, high quality construction methods with minimal dependence on non-renewable resources, and compliance with design criteria
  - maintain the A&EDG appendices in keeping with updated listings of invasive plants from reliable sources, such as Virginia Native Plant Society, and pest control options compatible with federal organic certification standards.
  - ensure the document's readability and clarity of content.
3. Set and implement standards and procedures, evaluate, and maintain detailed records of the following:
    - approving applications
    - interpreting A&EDG, using professional support as needed
    - conducting architectural inspections as appropriate
    - approving entrance sign business listings
    - maintaining an index of Committee decisions so that a convenient body of precedence is documented.
  4. Set and communicate fees for processing requests for approval of architectural and environmental alterations.
  5. With FC approval, establish, monitor, and evaluate contracts for professional assistance as needed.
  6. Participate in Annual Building and Grounds Review and report recommendations to CCC of the following process:
    - inspect the exterior of private dwellings and amenities, in conjunction with each Owner, and other committee representatives as appropriate, and recommend repairs necessary to maintain compliance with the A&ED Guidelines and other Governing Documents, and determine the timeline for Owner's completion of repairs. Report recommendations to the CCC
    - evaluate the state of Association buildings, grounds, and other improvements, real and personal and report to the GC. Notify the Board of any potential legal vulnerabilities arising from potential safety hazards.
  7. Recommend to the GC, as appropriate, any Property easements requested.
  8. Provide FC with annual CH budget proposal based upon historical evaluation and upcoming plans, spend funds as approved, monitor, and make appropriate adjustments for budget variances throughout the fiscal

year.

9. Annually evaluate the Committee's progress toward goals and plan the upcoming year's pursuits.

#### *B. Common House Committee (CHC)*

The aim of the CHC is to oversee Common House uses, establish and manage Common House systems, and to make certain that the Common House is clean, orderly and inviting. The CHC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC, FC, and the general EV community, and provide reports as scheduled.
2. Set and communicate standards and procedures, support implementation, and evaluate the following:
  - fees and billing support for CH use and common meals
  - CH cleanliness, orderliness, decoration, and desired social norms common meal prep, service, and cleanup
  - use of common laundry.
  - community mailing and package delivery system posting of facility or health emergency numbers
  - designation and orderliness of personal storage spaces, and identification and disposal of abandoned personal property.
3. Set and implement standards and procedures, evaluate, and maintain detailed records of the following:
  - use of CH and its immediate surrounds
  - routine and major CH cleanups
  - preventive maintenance and repair as necessary
  - stocking of CH pantry, laundry, and supply areas
  - use of Community Bulletin Board
  - regarding CH equipment and furnishings,
    - a) a. with FC approval for capital items, purchase equipment
    - b) b. maintain
    - c) c. inventory, with annual reconciliation report to FC
    - d) d. secure
    - e) e. with FC approval for capital items, dispose of equipment as appropriate.
  - CH building security

- loss, theft, or major damage of CH property, including report to the GC
  - inventory of private CH equipment on loan to the Association and documentation of terms of such loans
  - facility licensure, as appropriate
  - CH kitchen orientation, safety, and sanitation training for users
  - any CH accidents, or facility or health emergency.
4. Publicize and promote CH use.
  5. Set, implement and evaluate policy, procedures, schedule, and fees for use of Common House guestrooms. Ensure cleaning and preparation of guestrooms, and repair of guestroom furnishings and payment of guest fees as appropriate.
  6. With FC approval, establish, monitor, and evaluate contracts for assistance as needed.
  7. Provide FC with annual CH budget proposal, spend funds as approved, monitor, and make appropriate adjustments for budget variances throughout the fiscal year.
  8. Annually evaluate the Committee's progress toward goals and plan the upcoming year's pursuits.

#### *C. Covenant Compliance Committee (CCC)*

The CCC shall include among its membership and/or contract for services from a licensed attorney. The aim of the CCC is to provide fair and timely enforcement of Covenants. The CCC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC, Board, and originators of Covenant Complaint Reports (CVRs) or speeding complaints and provide reports as scheduled.
2. Engage in preventative education and training with each new resident of EcoVillage to promote community-wide knowledge and understanding of EV Covenants, Bylaws, Guidelines, and Mission, Values, Goals, and Objectives.
3. Provide regular workshops in how to complete the Covenant Report Form and the process of lodging and resolving a covenant compliance concern.
4. Recommend to the GC a schedule of fines and other penalties related to covenant enforcement or speeding violations;
5. Receive and act upon any Covenant Report or vehicle speeding complaint as set forth in the Declaration.
6. If the Covenant Report is determined to be valid, issue a written Compliance Order and follow-up to ensure resolution as set forth in the Declaration.
7. If the conflict is not resolved within the timeline set forth in the Compliance Order, or the Respondent files an appeal, initiate and direct a formal hearing process by following steps for notification and scheduling set



forth in the Declaration.

8. Assure and record impartiality of those individuals conducting the hearing as set forth in the Declaration.
9. Conduct covenant compliance hearing as scheduled, render a decision, and determine remedy(s) and impose disciplinary action, if appropriate, as set forth in the Declaration.
10. Follow up to assure that offending activity is corrected as set forth in the Declaration.
11. Conduct a debriefing session following each conflict situation in which the CCC is involved to reflect upon what aspects of the process worked well and what did not, and use any pertinent conclusions to refine the CCC's future preventative education and training or conflict resolution processes.
12. Refer to the Board any situation not corrected by disciplinary actions within the purview of the CCC.
13. Maintain complete, accurate documentation of all compliance proceedings as set forth in the Declaration.
14. With FC approval, establish, monitor, and evaluate contracts for professional assistance as needed.
15. Provide FC with an annual CCC budget proposal based upon historical evaluation and upcoming plans,, spend funds as approved, and monitor, and make appropriate adjustments for budget variances throughout the fiscal year;
16. Annually evaluate the Committee's progress toward identified goals and plan the upcoming year's pursuits.
17. Receive, grant and record any exemption to Community Service Requirements and notify the General Circle about granted exemption.
18. Oversee the Community Service Requirements for the community.

#### *D. Economic Development Committee (EDC)*

The aim of the EDC is to initiate and promote economic activity for the financial and social benefit of the Association, the residents of EcoVillage, and the greater community. The EDC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC and FC.
2. Set and implement standards and procedures, evaluate, and maintain detailed records of the following:
  - provision of consultation as requested to EV residents starting up business activity
  - formation of economic alliances and partnerships, as appropriate EVCA business reporting
  - promotion of a home business-friendly environment at EV.
3. Identify, receive, and evaluate ideas for Association business initiatives according to criteria designed to consider values compatibility, feasibility, and profitability of the proposed project.
4. Oversee Association business activity and monitor any profit-making subsidiaries.

5. Recommend to the GC, and conduct as approved, fundraising strategies through endowment, insurance, and other solicitations to support the EVCA, its land stewardship and community development activity.
6. With FC approval, establish, monitor, and evaluate contracts for professional assistance as needed.
7. Provide FC with an annual EDC budget proposal based upon historical evaluation and upcoming plans, spend funds as approved, monitor, and make appropriate adjustments for budget variances throughout the fiscal year.
8. Annually evaluate the Committee's progress toward identified goals and plan the upcoming year's pursuits.

#### *E. Facility Maintenance Committee (FMC)*

The aim of the FMC is to provide for inventory, preventive maintenance, repair, and security of buildings and equipment held in common; provide community trash and recycling pick-up, and promote well-maintained residential exteriors. The FMC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC, FC, CCC, and the general EV community.
2. Set and implement standards and procedures, evaluate, and maintain detailed records of the following:
  - o maintenance of EcoVillage roads
  - o snow and ice removal from roads and designated paths road and trail signage
  - o preventive maintenance and repair of all common buildings and other common amenities, e.g. neighborhood collection stations, streetlights, etc.
  - o loss, theft, or major property damage of common facilities, furnishings or equipment, including report to the GC
  - o regarding general Association equipment (excluding Common House furnishings and non-fixed appliances, and land management equipment):
    - a) a. with FC approval for capital items, purchase equipment
    - b) b. maintain
    - c) c. inventory, with annual reconciliation report to FC
    - d) d. secure
    - e) e. with FC approval for capital items, dispose of equipment as appropriate. inventory of private general equipment on loan to the Association and
  - o documentation of terms of such loans
  - o weekly recycling and trash pickup from neighborhood collection stations and regular Hazmat collec-

tion

- orientation of Residents to and use of any Association vehicles
  - organization, inventory, maintenance, and security of the Association's common storage areas and wood shop; certification of Residents to use the wood shop
  - fees and billing support for limited-use common facilities.
3. Publicize and promote the availability of common-use facilities and equipment.
  4. With FC approval, establish, monitor, and evaluate contracts for assistance as needed.
  5. Determine vehicular speed limits for EV roads.
  6. Participate in Annual Building and Grounds Review and report recommendations to CCC of the following process:
    - inspect the exterior of private dwellings and amenities, in conjunction with each Owner, and other committee representatives as appropriate, and recommend repairs necessary to maintain compliance with the A&ED Guidelines and other Governing Documents, and determine the timeline for Owner's completion of repairs.
    - evaluate the state of Association buildings, grounds, and other improvements, real and personal and report to the GC. Notify the Board of any potential legal vulnerabilities arising from potential safety hazards.
  7. Work with any alternate power generation utility to locate EV photovoltaic panels, hydrogen fuel cells, or other power generation equipment or equipment related to power generation so as to maximize efficiency and minimize environmental and aesthetic impact.
  8. Receive reports of accidents that occur in any Common Area or with common equipment, including vehicles, recommend corrective action to the appropriate committees, and notify the Board of any legal vulnerabilities arising from accidents.
  9. Provide FC with annual FM budget proposal based upon historical evaluation and upcoming plans, spend funds as approved, and monitor and make appropriate adjustments for budget variances throughout the fiscal year.
  10. Annually evaluate the Committee's progress toward identified goals and plan the upcoming year's pursuits.

#### *F. Finance Committee (FC)*

The aim of the Finance Committee is to ensure integrity of the fiscal and administrative systems and appropriate operation of financial transactions of the Association. The Committee assures that financial transactions and records meet generally accepted accounting principles, that the Association's cash is managed most advantageously for the organization, and takes appropriate measures to collect revenues due and control expenses. The Finance Committee

shall include the Association's Treasurer, and shall include or contract for services from a certified public accountant. The Finance Committee shall:

1. Calendar of Operations: Establish a committee calendar to insure completion of regular committee operations, including reporting to Board, and GC.
2. Procedures: Set and communicate standards and procedures, support implementation, and evaluate the following:
  - Annual operating budget
  - Capital budget
  - Variance analyses
  - Financial records
  - Corporate contracts
  - Employment agreements
  - Investment instruments for corporate funds
  - Inventory system, including software, data structure, and data definitions
  - Annual compilation
  - Organization, use, equipment and inventory needs of the Association's office.
3. Integrity of Financial Transactions: Insure that a minimum of two unrelated Association member signatures or authorizations are required for all financial transactions, including payment of bills, and movement of monies between accounts and investment instruments.
4. Association Budget: Prepare and recommend to the GC, the Association's annual operating and capital budgets with input from Committees; regularly produce, evaluate, and report operating budget (cash and labor) variances; and report operating budget (cash and labor) variance analyses to committees and the General Circle, with recommended responses to budget variances.
5. Finance Committee Budget: Spend funds as approved, and monitor, and make appropriate adjustments for budget variances throughout the fiscal year.
6. Cashflow: Monitor and regularly report to the GC, cashflow and investment income, and take such actions necessary to manage cash most advantageously according to the authority described herein.
7. Borrowings: Negotiate with lending institutions or private financing entities to meet identified needs for substantial working capital, and recommend to the GC any proposal for a mortgage, trust deed, or other lien on any EVCA Property, or any borrowings or other financial obligations.
8. Capital Purchases: Approve capital purchases that are in accordance with the capital budget from the stand-

- point of cashflow considerations, and recommend to the GC as appropriate, any capital purchase requests from Committees that are not part of the approved capital budget.
9. Capital Disposal: Receive capital disposal requests from Committees, and recommend to the GC disposal or conveyance of capital assets.
  10. Contracts: Receive from Committees and ensure review of all corporate contracts and employment agreements from a financial perspective.
  11. Inventory: Receive annual inventory results from Committees, and reconcile the Association's equipment inventory annually, and report to the GC.
  12. Assessments: Determine, following Board approval of the budget, the total Annual, Special, or Limited Assessment allotted to each Owner.
  13. Billing and Collection: Receive information regarding any billable Association services or penalties, including from the Common House Committee, a monthly tally of each Resident's common meals, guest room rentals, from each Resident a monthly tally of community service, user fees, etc.; produce and send bills as appropriate; and recommend to the Board via the General Manager, suspension of voting rights of any Member due to non-payment of assessments and recommend any other remedies as appropriate to address non-payment of bills by any Owner;
  14. Revenues: Receive and record and deposit all revenues on a timely basis;
  15. Routine Transactions: Complete routine financial transactions as approved by Committee Chairs, including processing reimbursement requests and timely payment of Association bills.
  16. Records and Compilation: Maintain corporate financial records and accounts, and contract with a qualified firm to conduct an annual compilation; assure completion and reporting of results to the GC, Board, and Association membership.
  17. Insurance: Recommend an annual insurance schedule to the Board; assure maintenance of the Association's insurance coverage in accordance with Article 10 of the Declaration; and from time to time, reevaluate insurance products for price and offerings.
  18. User Fees: Review, comment upon, and recommend to the General Circle user fees proposed by any Committees, for any long-term use of Common Area (other than Common House) the costs of which are not covered by assessments.
  19. Legal Vulnerabilities: Notify the Board Chair or Board Secretary via the General Manager, immediately of any potential legal vulnerabilities of which the Committee becomes aware;
  20. Disclosure Packets: Complete Disclosure Packets as requested within fourteen (14) days of request.
  21. Fees and Taxes: Send the required annual report, registration, and fee to the State of Virginia in January of every year, and pay annual County fire and rescue fees and all of the Association's federal, state taxes on a

timely basis;

22. Annual Progress Report: Annually evaluate the Committee's progress toward goals and plan the upcoming year's pursuits.

#### *G. Land Stewardship Committee (LSC)*

The aim of the LSC is to ensure that land stewardship activities are carried out so as to preserve and restore biodiversity, quality and abundance of natural resources and balance of natural systems in accordance with Governing Documents, and that outdoor amenities, such as roads, pedestrian paths and trails are maintained to support community life. The LSC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to GC, FC, A&EDRC on A&E Guidelines and Appendices, general EV community, and EVI and provide reports as scheduled.
2. Evaluate, plan for, and maintain:
  - common land, including land immediately surrounding privately owned Lots, CH parking areas, recreational areas (including Fire Circle), and wilderness areas of the Property
  - bike paths and walking trails
  - strategic reforestation, pond, stream, and wetland restoration.
3. Set and implement standards and procedures, evaluate, and maintain detailed records of the following:
  - use and maintenance of common land, trails, recreation areas, and Fire Circle conditional assignment of parking spaces
  - restrictions of private and common water use management of feral animals
  - regarding land management equipment:
    - a) a. with FC approval for capital items, purchase equipment
    - b) b. maintain
    - c) c. inventory, with annual reconciliation report to FC
    - d) d. secure
    - e) e. with FC approval for capital items, dispose of equipment as appropriate.
  - inventory of private land management equipment on loan to the Association and documentation of terms of such loans
  - mixing, decanting, use, and disposal of any toxic or environmentally hazardous material used on the Property

- major damage of Property, including report to the GC.
- 4. Publicize and promote the appropriate use of Common Area.
- 5. Manage common area organically, according to the requirements for Organic Management (as listed in Appendix). Land Stewardship Committee is charged with approval of all common area activities to assure compliance with these criteria, and includes a compliance audit in its annual report to the Board.
- 6. Participate in Annual Building and Grounds Review and report recommendations to CCC of the following process:
  - inspect the exterior of private dwellings and amenities, in conjunction with each Owner, and other committee representatives as appropriate, and recommend repairs necessary to maintain compliance with the A&ED Guidelines and other Governing Documents, and determine the timeline for Owner's completion of repairs. Report recommendations to the CCC
  - evaluate the state of Association buildings, grounds, and other improvements, real and personal and report to the GC. Notify the Board of any potential legal vulnerabilities arising from potential safety hazards.
- 7. Recommend any major site plan changes or any new uses of common land to the General Circle.
- 8. With FC approval, establish, monitor, and evaluate contracts for assistance as needed.
- 9. Provide FC with annual LSC budget proposal based upon historical evaluation and upcoming plans, spend funds as approved, monitor, and make appropriate adjustments for budget variances throughout the fiscal year.
- 10. Annually evaluate the Committee's progress toward identified goals and plan the upcoming year's pursuits.

#### *H. Social Committee (SC)*

The aim of the SC is organize social events and activities that foster a spirit of community, neighborhood collaboration, Residents' ongoing understanding and knowledge related to EcoVillage goals and objectives, and positive relations with the larger world. The SC shall:

1. Establish a committee calendar to insure completion of regular committee operations, including reporting to Board, GC, FC, and general EV community.
2. Set and communicate standards and procedures, support implementation, and evaluate the following:
  - training/educational events that promote the accomplishment of environmental and social goals of EcoVillage, including training in the Sociocratic Method
  - seasonal celebrations, social, and cultural events that provide Residents with a sense of joy, inclusion, and integration
  - welcome, support for integration into the EV Community and EVCA, recognition of contributions, and



farewell to Residents, interns and volunteers user fees and billing support for events not covered by Assessments posting of community announcements and calendar of EV events and events of interest in the larger community

- monitoring of move-ins and move-outs of Residents, and on a monthly basis, providing an updated list of Residents to the FC, GC, and Secretary of the Board
  - collaboration with EcoVillage Institute to promote participation of students, interns, and volunteers in EV activities, recognizing and celebrating their contributions requests for community support for Residents who are experiencing life crises assisting sponsors of visitors and guests to provide community orientation, as requested.
3. With FC approval, establish, monitor, and evaluate contracts for assistance as needed.
  4. Provide FC with annual SC budget proposal, spend funds as approved, monitor and make appropriate adjustments for budget variances throughout the fiscal year;
  5. Annually evaluate the Committee's progress toward goals and plan the upcoming year's pursuits.

## **ARTICLE 11 INDEMNIFICATION**

### **Section 11.1. Right to Indemnification**

The Association shall indemnify and hold harmless, to the fullest extent permitted by applicable laws, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that s/he, or a person for whom s/he is the legal representative, 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 or of a partnership, joint venture, trust, enterprise, or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person.

The Association shall be required to indemnify a person in connection with a proceeding initiated by such person only if the Board of the Association authorized the proceeding.

### **Section 11.2. Amendment or Repeal**

Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any person in respect to any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE 12 TERMINATION OF THE ASSOCIATION

### Section 12.1. Declaration

The covenants and restrictions of the Declaration shall run with the land and bind the Property in perpetuity, unless amended or terminated as herein provided. The Association may be terminated only in accordance with Section 13 of the Declaration. Any lien that has arisen pursuant to the provisions of this Declaration shall remain in full force and effect despite termination of this Declaration until the amounts secured thereby are paid in full.

### Section 12.2. Liquidation of Assets

If, in the event of the dissolution of the Association, there shall be any assets or property remaining after the payment or satisfaction in full of all just claims and demands against the Association, or after the retention of moneys for such purpose, such assets or property shall be liquidated and divided among the Owners in the same proportions as each Owner's share of assessments. Any distribution of assets of property, however, shall be subject to the statutory provisions relating thereto.

## ARTICLE 13 MISCELLANEOUS

### Section 13.1. Seal

The Association seal shall have the name of the Association inscribed thereon and shall be retained in the Association office.

### Section 13.2. Conflict of Interest

Any individual with a direct financial interest in any contract, transaction or decision shall recuse him or herself from the approval or decision-making process.

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorizes the contract or transaction, or solely because his/her or their opinions are accounted for such purpose, if:

1. the material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and no member of the Board objects thereto; and
2. the contract or transaction is fair to the Association as of the time it is authorized, approved, or ratified, by the Board. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board, which authorized the contract or transaction.

If there exists a potential or actual financial or legal conflict of interest for the General Manager regarding a matter to be referred to the Board via the General Manager, the matter shall be referred to the Board via the elected representative(s).

### **Section 13.3. Form of Records**

The Association shall keep accurate and complete record of its accounts and transactions, and minutes of the proceedings of its Board and of any committee. All records maintained by the Association in the regular course of its business, including its books of account and minute books, may be kept on, or be in the form of floppy disks, magnetic tape, photographs, or any other information storage device, provided that the records so kept can be converted into clearly legible hard copy form within a reasonable time. The Association shall so convert any records so kept upon the request of any person entitled to inspect the same.

### **Section 13.4. Annual Report**

The Chair of the General Circle shall each year provide a report to the Board that recognizes and evaluates the accomplishments of the past year as related to the Association's strategic and operational plans. The Board Chair or Vice Chair shall combine information from this document with information from the annual Reviewed Financial Statement and other pertinent financial information to prepare or cause to be prepared an Annual Report, which shall be distributed to all members and filed in the Association office.

### **Section 13.5. Bonds**

The Board may require any officer, agent, or employee of the Association to give a bond to the Association, conditioned upon the faithful discharge of his or her duties, with one or more sureties and in such amount as may be satisfactory to the Board. The Board may authorize payment for the bond if they so desire.

### **Section 13.6. Trials**

Any member may propose a trial period for an activity that is not mentioned in or is currently prohibited by the existing Bylaws or Guidelines. The structure and duration of any trial is at the discretion of the Board and must be advised by the appropriate committee(s). The appropriate committee(s) will propose criteria to ensure that the outcomes of any trial period produce the necessary insight for the Board to make an informed decision to share a bylaw or guidelines change.

Trial periods of any kind may not exceed 18 months and can be terminated by the decision of the Board at any time. The submitted trial proposal must be shared, as outlined in Bylaws Article 14, with all members to gather comments 30 days prior to any Board decision.

At the end of any unsuccessful trial, all conditions present prior to the trial must be fully restored. Individual members that participate in trials do so at their own risk and expense, unless the Board approves monies for a trial. To

amend the Bylaws, at the end of any successful trial, a formal proposal must be submitted as outlined in Article 14.

### **ARTICLE 14 AMENDMENT OF BYLAWS**

Any member of the Association or Board may propose changes to the Bylaws by submitting their recommendations to the General Manager. Depending on the urgency of the proposed change, submissions may be immediately forwarded to the Board or a running log maintained for a defined period of time.

The Board will distribute the accepted proposal(s) to all Owners and Residents of record. This distribution must be done by certified letter sent to their address of record, electronic mail with returned receipt, or hand delivered mail with returned receipt, and contain an exact description of the proposed Bylaw changes under consideration.

Owners and Residents have 30 days from the time of receipt to submit objections in writing to the General Manager. The General Manager will forward objections to the Board which will determine the final change via a Sociocratic decision-making process in accordance with Section 4.2.B of these Bylaws.

The foregoing Bylaws of EcoVillage Community Association were duly adopted by the Board by written consent at the January 22, 2017 Board Meeting.

(signature)      (title)