

GLEN COVE HOMEOWNERS ASSOCIATION AMENDED AND RESTATED BYLAWS

ARTICLE I

GENERAL PROVISIONS

Section 1.1 **Applicability and Name.** These Amended and Restated Bylaws ("Bylaws") provide for the self-government of Glen Cove, a community established by a Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Fairfax County at Book 4150, Page 99, as amended ("Declaration"), and pursuant to the requirements of Chapter 4.2 of Title 55 of the Code of Virginia, as amended ("Property Owners' Association Act"). The name of the property owners' association governing Glen Cove is Glen Cove Homeowners Association ("Association"). These Bylaws hereby replace and supersede in their entirety the previously established Bylaws for the Association.

Section 1.2 **Compliance.** Pursuant to the provisions of Article III of the Declaration, every record owner of an interest in a Lot within the Association and all those entitled to occupy a Lot will comply with the Property Owners' Association Act, the Declaration, these Bylaws, and the decisions, rules and regulations, and resolutions of the Association or its representative.

Section 1.3 **Definitions.** Terms used herein without definition will have the meanings ascribed to them in the Declaration, or if not defined therein, the meanings ascribed to them in Section 55-509 of the Property Owners' Association Act. The following terms have the following meanings in these Bylaws:

(a) "Board of Directors" or "Board" means the executive organ established pursuant to Article 4 of these Bylaws.

(b) "Owner" means one or more Persons who own a Lot on the Property, but does not include any Person holding an interest in a Lot solely as security for a debt.

(c) "Majority Vote" means a simple majority (more than fifty percent) of the votes actually cast in person or by proxy at a duly convened meeting at which a quorum is present. Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly convened meeting at which a quorum is present. Any specified percentage approval or a vote of the Mortgagees means approval or a vote by the Mortgagees of Lots to which such percentage of the total number of votes appertain.

(d) "Managing Agent" means a professional management company under contract with the Association.

(e) "Person" or "person" means an individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity, or any combination thereof.

Section 1.4 Composition. The Association will consist of all Owners. For all purposes the Association will act merely as an agent for the Owners collectively. The Association will have the responsibility of administering the Property, establishing the means and methods of collecting assessments and charges, arranging for the management of the Property, and performing all of the other acts that may be required or permitted to be performed by the Association by the Property Owners' Association Act or the Declaration. Except as to the matters that the Property Owners' Association Act, the Declaration, or these Bylaws specifically require to be decided by the vote or approval of the Association or those matters that the Board specifically submits to the Association for vote or approval, the foregoing responsibilities will be performed by the Board.

ARTICLE 2

MEETINGS OF ASSOCIATION

Section 2.1 Annual Meetings. Annual meetings of the Association will be held on weekdays (other than legal holidays recognized as such in Virginia) at least forty-five days before the beginning of each fiscal year at such date, time and place as may be fixed from time to time by the Board.

Section 2.2 Special Meetings. The President will call a special meeting of the Association: (1) if so directed by resolution of the Board; or (2) upon a petition presented to the Secretary and signed by Owners entitled to cast at least twenty-five percent of the total number of votes in the Association. The signatures on a petition requesting a special meeting will be valid for a period of one hundred eighty days after the date of the first such signature. Such resolution, petition, or request must: (1) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 below, or else specify that the Secretary will designate the date of the meeting; (2) specify the purpose(s) for which the meeting is to be held; and (3) be delivered to the Secretary. No business other than that stated in such resolution, request, or petition will be transacted at such special meetings.

Section 2.3 Notice of Meetings.

(a) Written notice stating the place, day, time, and purpose(s) of each annual meeting and special meeting will be given by the Secretary or Managing Agent to each Owner entitled to vote at such meeting. For annual meetings, such notice will be given not less than 14 days nor more than 60 days before the date of the meeting, and for special meetings, such notice will be given not less than 7 days before the date of the meeting. All written notices will be considered valid if they are: (1) sent by first-class U.S. mail to the address the Owner has on record with the Association; (2) by hand-delivery, provided the Secretary or Managing Agent

certifies in writing that notice was personally delivered to the Owner; or (3) by electronic transmission consented to by the Owner to whom the notice is given, provided the Secretary or Managing Agent certifies in writing that such notice was sent to the email address designated in writing by the Owner. Each Owner is responsible for providing the Association with a current address; unless the Association is notified in writing to the contrary, the address of the Owner's Lot will be considered the "address of record" on the books of the Association. The giving of notice in the manner provided in this section will be considered service of notice.

Section 2.4 Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by an Owner entitled to such notice, whether given before or after the meeting, will be equivalent to the giving of such notice to that Owner and such waiver will be delivered to the Secretary for inclusion in the minutes or filing with the Association's records.

(b) An Owner who attends a meeting will be conclusively deemed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5 Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, a quorum will be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least 10 percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once an Owner is present at a meeting, such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting.

If at any meeting of the Association a quorum is not present, the Owners present in person or by proxy by majority vote taken without notice other than by announcement, may adjourn or recess and call a further meeting of the Owners, and at such further meeting the percentages of votes required to constitute a quorum shall each be reduced to ½ of the percentage specified above and by proxy. The Owners present may take any action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of members been present.

Section 2.6 Order of Business. Unless otherwise specified in the notice of the meeting the order of business at all meetings of the Association will be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading and approval of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspectors of election (when so required); (7) election of members of the Board (when so required); (8) unfinished business; and (9) new business; provided however, that appointment of inspectors of

election and voting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7 Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary will keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association and may elect to have the then current edition of Robert's Rules of Order govern the conduct of the meeting of the Association when not in conflict with the Property Owners' Association Act or the Governing Documents.

ARTICLE 3

OWNERSHIP AND VOTING

Section 3.1 Ownership. Every Owner is a member of the Association. Ownership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 Voting. Each Owner will be entitled to 1 vote for each Lot owned on each matter submitted to the Owners.

Section 3.3 Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association will cast its votes with the majority with respect to any Lot it owns and, in any event, such votes will be counted for the purpose of establishing a quorum. The Association votes through an officer of the Association authorized to do so by the Board.

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

(c) Voting Certificate. If an Owner is not a natural person, but rather a corporation or other entity, the vote by such Owner may be cast by any natural person authorized by such Owner. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Owner and filed with the Secretary prior to the meeting; provided however, that any vote cast by such natural person on behalf of such Owner will be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Such certificate will be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of an Owner is required by the

Property Owners' Association Act or the Governing Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Lot at any meeting of the Association.

(d) Delinquency or Violation of Governing Documents. No Owner may vote at any meeting of the Association or be elected to serve on the Board if: (1) payment by such Owner of any financial obligation to the Association is delinquent more than 30 days and the amount necessary to bring the account current has not been paid at the time of such meeting or election; or (2) the Owner is in violation of the Governing Documents, as determined by the Board in accordance with the provisions of the Governing Documents (including duly enacted rules and regulations).

Section 3.4 Manner of Voting.

(a) At a Meeting. Voting by Owners at a meeting will be by voice vote (except for the election of directors which will be by written ballot) unless the presiding officer determines otherwise, or unless any Owner present at the meeting, in person or by proxy, requests a vote by written ballot, and by a Majority Vote, the Owners consent to it. There will be no cumulative voting. If the result of a voice vote is inclusive (as determined by the presiding officer or a majority vote of Owners present in person at the meeting), then the vote will be retaken by written ballot; if a determination is not made during the meeting, as set forth above, that the voice vote is inconclusive, then the conclusiveness of said vote will not be subject to challenge thereafter.

(b) By Referendum. At the sole discretion of the Board, except for election of directors, a vote or approval of the Owners may be by a referendum, obtaining said votes or approvals through mail-in ballots or written consents. Ballots or written consents will be returned to the Secretary by the date specified on the referendum notice given by the Board. The Board will determine the form of all ballots and written consents, and the deadline for their return.

(c) Advisory Referendum. The Board may include on any ballot questions on which it seeks an advisory vote. In any advisory vote, each such question on a ballot will indicate that the vote is for advisory purposes only.

Section 3.5 Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving how to vote to the proxy holder's discretion). Proxies will be in writing, will be dated, will be signed by the Owner or a person authorized by the Owner who has the authority, at the time of execution, to execute deeds on behalf of the Owner (or in cases where the Owner is more than one person by or on behalf of all such persons), will be valid for eleven months unless a longer time period is provided in the proxy, and will be filed with the Secretary. Such proxy will be deemed revoked only upon: (1) actual receipt by the person presiding over the meeting of written notice of

evocation from the Owner (or if a Lot is owned by more than one person, from any one of those persons); or (2) the Owner's appearance in person at the meeting.

Section 3.6 Election Procedures.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which directors are elected by Owners, the Board may, in its discretion, appoint an Elections Committee consisting of at least one member of the Board whose term is not then expiring. The Elections Committee may develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the Owners at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated by submitting an application to the chairman of the Elections Committee at least twenty-five days before the meeting at which the election is to be held. Such application will be signed by at least three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating a willingness to serve as a director. If, however, there are more vacancies on the Board than there are Owners who submitted a timely nomination application, additional Owners may be nominated from the floor to run for a vacancy on the Board. Owners nominated from the floor must either be present and consent to the nomination or have indicated in writing the willingness to serve on the Board of Directors. In the event the Board elects not to appoint an Elections Committee, or if there is otherwise insufficient Owner interest in serving on the Elections Committee, then nominations may be made in accordance with Board-authorized procedures, including, but not limited to, taking nominations in advance of the meeting and/or from the floor.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1 Powers and Duties of the Board. The business and affairs of the Association will be managed by the Board elected in accordance with the procedures and for the terms of office set forth in these Bylaws. The Board will have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Property Owners' Association Act or the Governing Documents to be exercised and done by the Owners. The Board may delegate to one of its members or to a person retained or employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 5.3 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Governing Documents or by any resolution of the Association that may hereafter be adopted, the Board may perform the following duties and take the following actions on behalf of the Association:

(1) Provide for the operation, care, upkeep and maintenance of the Property in accordance with the Governing Documents and the Property Owners' Association Act.

(2) Designate, hire, dismiss, and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Areas and, to the extent provided in the Governing Documents, of the Lots, as well as purchase equipment, supplies, and materials to be used by such personnel in the performance of their duties.

(3) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board, and use the proceeds to carry out the upkeep of the Property to the extent the Association is so authorized by the Governing Documents.

(4) Adopt and amend any reasonable Rules and Regulations that are not in conflict with the Governing Documents or the Property Owners' Association Act.

(5) Open, close, and maintain bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Governing Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Areas.

(8) Obtain and carry insurance against casualties and liabilities, pay the premiums for such insurance, and adjust and settle any claims thereunder.

(9) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots.

(10) Acquire, hold, and dispose of Lots and mortgage the same without the prior approval of the Owners if such expenditures and hypothecations are included in the budget; or if not included in the budget, then approved by a Majority Vote of the Owners at a meeting of the Association.

(11) After notice and an opportunity for a hearing, suspend the right of any Owner or other occupant of a Lot, and the right of such person's household or company, guests, employees, customers, tenants, agents, and invitees to use the recreational facilities and other Common Areas and services provided directly by the Association based on the Owner's nonpayment of assessments that are more than 60 days past due or for violations of the Governing Documents, including rules and regulations.

(12) Prepare and adopt an annual budget and make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of

collecting such assessments from the Owners and establish the period of the installment payment if any, of the annual assessment for Common Expenses.

(13) Suspend the voting rights of an Owner during any period in which such Owner has violated the Governing Documents, including rules and regulations, or is in default for more than 30 days in the payment of any assessment levied by the Association.

(14) Borrow money on behalf of the Association when required for any valid purpose; provided however, that either a Majority Vote of Owners obtained at a meeting held for such purpose or written approval by Owners entitled to cast more than fifty percent of the total number of votes will be required to borrow any sum in excess of twenty-five percent of the total annual assessment for Common Expenses for that fiscal year and mortgage any of the Common Areas.

(15) Grant easements, rights-of-way, or licenses over and through the Common Areas subject to the restrictions set forth in the Declaration or Property Owners' Association Act.

(16) Prepare and sign a Resale Disclosure Packet with respect to a specific Lot as required under the Property Owners' Association Act or the Governing Documents.

(17) Do anything else not inconsistent with the Property Act or the Property Instruments.

Section 4.2 Number and Tenure of Directors. The Board of Directors will consist of at least 3 and no more than 9 Owners who need not be members of the Association. The Owners will elect directors for a term of three (3) years.

Section 4.3 Removal or Resignation of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a Majority Vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed will be given at least 7 days notice of the time, place, and purpose of the meeting and will be given an opportunity to be heard at the meeting. Any director may resign in person at a Board meeting or by delivering written notice to an officer. Resignation of a director is effective when delivered, unless the notice specifies an effective date which is not more than thirty days after the date of the notice. Upon the affirmative vote of a majority of the total remaining directors, which vote will be reflected in the meeting minutes, any director will be deemed to have resigned after missing 3 consecutive Board meetings or upon becoming ninety (90) days late in the payment of assessments.

Section 4.4 Vacancies. A vacancy in the Board caused by any reason other than removal of a Director by a vote of the Association will be filled by appointment by the remaining members of the Board at a regular or special meeting held for such purpose, even though the Directors present at such meeting constitute less than a quorum because a quorum is impossible

to obtain. The person appointed to fill a vacancy will serve as a Director until a successor will be elected at the next annual meeting of the Association. The term of the replacement director so elected will serve for the remainder of the term of the former Director such person replaces.

ARTICLE 5

MANAGING AGENT

Section 5.1 Compensation. The Board may employ for the purpose of administering the Property a Managing Agent at a rate of compensation to be established by the Board.

Section 5.2 Requirements. The Managing Agent must be experienced in the management of common interest residential communities and must be able to advise the Board regarding the administrative operation of the Property and will employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. The Managing Agent may be a full-time employee of the Association and/or an independent contractor.

Section 5.3 Duties. The Managing Agent will perform such duties and services as the Board of Directors will direct. The Managing Agent will perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees, and the maintenance of reserve funds in compliance with the provisions of the Property Owners' Association Act and the Governing Documents.

Section 5.4 Limitations. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause upon no more than 60 days written notice and with cause upon no more than 30 days written notice.

ARTICLE 6

OFFICERS

Section 6.1 Designation and Duties of Officers. The principal officers of the Association will be the President (who will also serve as Chairman of the Board), the Vice President, the Secretary, and the Treasurer, all of whom will be elected by and from the Board. The Board may also elect such other officers as in its judgment may be necessary; such other officers must be Owners and may, but need not be, members of the Board. Each officer will perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Property Owners' Association Act or the Governing Documents, and will perform such other duties as may be assigned to such office by resolution of the Board. If any officer is unable for any reason to perform the duties of the office, the President (or the Board if the President fails to do so) may appoint another qualified person to act in such officer's stead on an interim basis.

Section 6.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board and will hold office at the pleasure of the Board. Any officer may hold more than one position; provided however, that the offices of President, Vice President, and Treasurer will be held by three different individuals. Except for death, resignation, or removal, the officers will hold office until their respective successors will have been elected by the Board.

Section 6.3 Resignation or Removal of Officers. Any officer may resign in person at a Board meeting or by delivering written notice to another officer. Resignation of an officer is effective when delivered, unless the notice specifies an effective date which is not more than 30 days after the date of the notice. Upon the affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board. The person appointed to fill a vacancy will serve for the remainder of the term of the officer such person replaces.

Section 6.5 President. The President will: be the chief executive officer of the Association; preside at all meetings of the Association and of the Board; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 6.6 Vice President. The Vice President will take the place of the President and perform the duties of the President whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board will appoint some other director to act in the place of the President, on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed by the Board or by the President.

Section 6.7 Secretary. The Secretary will: keep or cause to be kept the minutes of all meetings of the Association and of the Board; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; give or cause to be given to each Owner notice of each assessment against such Owner's Lot as soon as practicable after assessment is made; and, in general, perform all the duties incident to the office of Secretary.

Section 6.8 Treasurer. The Treasurer will, together with the Managing Agent: be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data; deposit all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

COMMITTEES

Section 7.1 Architectural Control Committee. The Board of Directors will appoint three Owners or residents to serve on the Architectural Control Committee ("ACC"). As further set forth in the Declaration, the ACC will assist in ensuring that the Property is maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the esthetic or property values of the Property; (3) furthering the comfort of the Owners, their guests and tenants; and (4) promoting the general welfare and safety of the Property community. No Owner will make exterior additions, changes, or improvements to his or her Lot or home without submitting a written request to the ACC. The ACC will be responsible for reviewing and either approving or disapproving these written applications. Should the ACC fail to render a decision regarding such a request within 30 days after the request has been submitted to it, the request will be deemed to have been approved. The ACC, subject to the ultimate approval of the Board, will have the right to generate written guidelines and application forms relating to the architectural control of the Property.

Section 7.2 Other Committees. The Board may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees will have the powers and duties fixed by resolution of the Board from time to time. The Board will appoint the chair of each committee, and may either appoint the other Owners thereof or leave such appointment to the committee chair.

ARTICLE 8

MEETINGS OF BOARD OF DIRECTORS
AND COMMITTEES

Section 8.1 Types of Meetings. The first (organizational) meeting of the Board following an annual meeting of the Association will be held within 30 days thereafter at such time and place as will be determined by a majority of the directors to elect officers, appoint committee members, and establish the manner of operation of the Board for the ensuing year. Regular meetings of the Board may be held at such time and place as will be determined from time to time by a majority of the directors; provided however, that such meetings will be held at least quarterly during each fiscal year. Special meetings of the Board may be called by the President, and will be called by the President or Secretary upon the written request of at least two directors. Meetings of the ACC or any other committee or subcommittee of the Association will be held on an as needed basis. All meetings of the Board or any committee will be open to Owners as observers, except that the President or presiding officer or chairman of a committee may call the board or committee into executive session on sensitive matters such as personnel,

litigation strategy or hearings with respect to violations of the Property Instruments, to the extent permitted by the Property Owners' Association Act.

Section 8.2 Notice. Notice of Board meetings will be given to each director personally or by mail or facsimile at least 3 business days prior to the day named for such meeting. If consented to by the director receiving notice, notice of Board meetings may be sent by electronic transmission. Such notice will state the place, day, and time and, in the case of special meetings, the purpose thereof. No notice of the organizational meeting of the Board will be necessary if such meeting is held immediately following the annual meeting. Notice of Board meetings and committee meetings will be published, or given, to Owners as required under the Property Owners' Association Act.

Section 8.3 Waiver of Notice. Any director or committee member, as appropriate, may at any time, in writing, waive notice of any meeting of the Board, and such waiver will be deemed equivalent to the giving of such notice. Attendance at any meeting will constitute a waiver of notice of the time, place, and purpose of such meeting, unless the director or Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 8.4 Quorum. At all meetings of the Board or a committee, a majority of the total number of directors or committee members, as appropriate, will constitute a quorum for the transaction of business, and the vote of a majority of the directors (or committee members if a committee meeting) while a quorum is present will constitute the decision of the Board, or the committee, as the case may be. Members may be present by telephone, video conference or similar electronic means as authorized by the Property Owners' Association Act.

If at any meeting of the Board or committee a quorum is not present, the directors or committee members present in person or by proxy by majority vote taken without notice other than by announcement, may adjourn or recess and call a further meeting, and at such further meeting the percentages of votes required to constitute a quorum shall each be reduced to ½ of the percentage specified above and by proxy.

Section 8.5 Conduct of Meetings. The President will preside over meetings of the Board and the Secretary will keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee will preside over the meeting of the committee and may appoint any member of the committee to keep minutes if desired. The President may elect to have the then current edition of Robert's Rules of Order govern the conduct of the meeting of the Board of Directors when not in conflict with the Property Owners' Association Act or the Governing Documents. In addition, the Board may, by majority vote at a meeting, ratify prior actions by the Board or Board members as it deems appropriate.

Subject to reasonable rules adopted by the Board, the Board will provide a designated period of time during a meeting to allow Owners and residents an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments to the topics listed on the meeting agenda.

Section 8.6 Action without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken will be signed either before or after such action is taken by all of the Directors. Any such written consent will have the same force and effect as a unanimous vote and will be filed with the minutes of the subsequent meeting of the Board.

ARTICLE 9

FIDUCIARY DUTIES

Section 9.1 Execution of Documents. In the discretion of the Board: (1) all agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations in excess of one-tenth of one percent of the total annual assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, will be executed by any two Board members or officers designated by the Board; and (2) all such instruments for expenditures or obligations of one-tenth of one percent or less of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any officer of the Association may be designated by Board resolution to sign a statement of Common Expenses or a Resale Disclosure Packet on behalf of the Association.

Section 9.2 Conflicts of Interest.

(a) Rule and Exceptions. Each director or officer will exercise such director's or officer's powers and duties in good faith and in the best interests of the Association. No contract or other transaction between the Association and any of its directors or officers, or between the Association and any corporation, firm or association in which any of the directors or officers of the Association are directors or officers or are pecuniary or otherwise interested, is either void or voidable because of such relationship or because any such director or Officer is present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction or because such director's or officer's vote is counted for such purpose if any of the following conditions exist: (1) the material facts of the transaction and the common directorate or interest is disclosed or known to the Board or a majority thereof, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a majority of directors entitled to vote on the transaction, but in no event may such a transaction be authorized, approved or ratified by a single director; (2) the material facts of the transaction and the common directorate or interest is disclosed or known to all of the Owners entitled to vote on the matter, and the Owners who are entitled to be counted in a vote on the transaction approve or ratify the

contract or transaction by a majority of the total number of votes entitled to be cast; or (3) the contract or transaction is commercially reasonable to the Association in view of all the facts known to any director or officer at the time such contract or transaction is authorized, ratified, approved or executed.

(b) Vote Not Counted. Any common or interested directors or officers may be counted in determining the presence of a quorum of any meeting of the Board, a committee thereof, or the Association which authorizes, approves or ratifies any contract or transaction, but such director's vote will not be counted with respect to any matter as to which such director would have a conflict of interest; such director may vote, however, at the meeting to authorize any other contract or transaction.

Section 9.3 Liability and Indemnification.

(a) No Personal Liability. The directors, officers, and members of Board-appointed Committees (in their agency capacity) will not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or knowing violation of criminal law. Directors and officers will have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board, the officers, or the managing agent on behalf of the Association will, if obtainable, provide that the directors, officers or managing agent, as the case may be, are acting only as agents for the Association and will have no personal liability thereunder.

(b) Indemnification. The Association will indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board on behalf of the Association unless any such contract will have been made in bad faith or in willful violation of the law or the Governing Documents, except to the extent that such liability is satisfied by directors and officers liability insurance. The Association will indemnify and hold harmless members of a committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action will have been taken in bad faith or in willful violation of the provisions of the law or the Governing Documents. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was an officer or director of the Association or a member of a committee against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, but only if he or she gives the Board prompt notice of the claim and the opportunity to defend against the claim; provided however, that before the Association uses Association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification.

(c) Directors and Officers Liability Insurance. The Association will have the power to purchase and maintain insurance on behalf of any person who is or was a director,

officer or member of a committee against any liability asserted against such person and incurred by such person in any such official capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such Person against such liability under the provisions of this section. Further, the availability of the Association's indemnity will not relieve any insurer of any liability under an insurance policy held by the Association.

Section 9.4 Compensation of Directors and Officers. No salary or other compensation will be paid by the Association to any director, officer of the Association, or committee member, for serving or acting as such, but this will not preclude the reimbursement of reasonable, ordinary, and necessary expenses incurred in serving or acting as a director, officer or committee member.

ARTICLE 10

BOOKS AND RECORDS

Section 10.1 Maintenance. The Association will keep books and records as required by the Property Owners' Association Act. All financial records will be kept in accordance with generally accepted accounting principles, and the same may be audited, at the Board's discretion, at least once a year by an auditor retained by the Board who will not be a Owner or an occupant of a Lot. The cost of such audit will be a Common Expense.

Section 10.2 Availability. The books and records of the Association will be available for copying and examination by Owners in accordance with the Property Owners' Association Act.

Section 10.3 Fiscal Year. Each fiscal year will commence on January 1 and end on December 31, unless otherwise determined by the Board.

ARTICLE 11

COMMON EXPENSES AND ASSESSMENTS

Section 11.1 Preparation and Approval of Budget. At least 60 days before the beginning of each fiscal year, the Board will adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of promoting the recreation, health, safety, and welfare of the Owners and residents, and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties. The budget will also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. Such budget will constitute the basis for determining each Owner's annual assessment for the common expenses of the Property. The failure or delay of the Board to prepare or adopt a budget for any fiscal year will not constitute a waiver or release in any manner of a Owner's obligation to pay his or her share of the common expenses as herein provided whenever the same will be determined and, in the

absence of any annual budget or adjusted budget, each Owner will continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the new monthly payment, which will be due more than ten days after such new annual or adjusted budget is adopted.

Section 11.2 Assessment and Payment of Common Expenses.

(a) Annual and Special Assessments. As more fully set forth in the Declaration, each Owner of a Lot within the Property agrees to pay to the Association: (1) annual assessments; and (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and will be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by him or her.

(b) Maximum Annual Assessment. The Board may fix the annual assessment, although it may only increase the maximum annual assessment, in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of October. A greater increase in the amount of the annual assessment is possible only by a 2/3 vote of the Owners who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) Special Assessment. The Association also may levy a special assessment applicable only to that year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area. Such a special assessment requires the vote of 2/3 of the Owners voting in person or by proxy at a meeting duly called for this purpose.

(d) Quorum and Notice. Notice of a vote of the Owners under Section 11.2 must be delivered between 30 and 60 days before the meeting. Quorum for this meeting will be 60% of the Owners, but if quorum is not met, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be ½ of the required quorum at the preceding meeting. No such subsequent meeting will be held more than 60 days following the preceding meeting.

(e) Uniformity of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

(f) Obligation to Pay and Liens. Each Owner will pay the common expenses assessed by the Board pursuant to the above provisions. No Owner may be exempted from liability for the assessment for common expenses by reason of waiver of the use or enjoyment of any of the common elements or by abandonment of the Lot. No Owner will be liable for the payment of any part of the common expenses assessed against the Lot subsequent to the date of

recordation of a conveyance by such Owner in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges, and assessments will be paid in full. However, in the event not so paid, the purchaser of a Lot will be jointly and severally liable with the selling Owner for all unpaid assessments against the latter, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser will be entitled to a statement setting forth the amount of the unpaid assessments against the selling Owner within five business days following a written request to the Board or Managing Agent and such purchaser will not be liable for, nor will the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Property Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Property Lots including the mortgaged Property Lot. However, no sale or transfer of any kind will relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(g) Due Dates. Unless accelerated or otherwise altered by the Board: annual assessments will be due in 12 monthly installments on the 1st of every month; special assessments shall be due as described by the Board in the notice of the special assessment. Any assessments or authorized installments thereof which are not paid within 10 days of the due date will be deemed delinquent and will be subject to a late fee of \$25. If the assessments or authorized installments are not paid within 30 days of the due date, the assessments will bear interest from the due date at the rate of 6% per annum. If the assessments or authorized installments are not paid within 60 days of the due date, the entire balance of the annual or special assessment will be automatically accelerated and immediately due in full, unless otherwise determined by the Board.

(h) Collection. The Board, or the Association's Managing Agent or attorney, will take prompt action to collect any delinquent assessments due from any Owner. If an Owner becomes delinquent, the Board, its Managing Agent, or attorney may file a memorandum of lien in compliance with the Property Owners' Association Act.

(i) Suspension of Privileges. An Owner whose account remains delinquent for more than 60 days may also have his or her services or privileges suspended by the Board, including but not limited to parking privileges and the use of other Common Areas, for the duration of the delinquency after notice and opportunity for a hearing. The suspension of rights for failure to pay assessments will be for as long as the assessments remain unpaid.

(j) Costs of Collection/Attorney's Fees. A delinquent Owner will be responsible for the payment of all collection costs incurred by the Association to collect the Owner's past due balance, including but not limited to attorney's fees equal to not less than 33% of the unpaid balance.

- (k) Method of Crediting Payments. Payments received by the Association from an Owner with a delinquent account will be credited in the following order of priority:
- (1) Any attorney's fees, court costs, and other costs of collection;
 - (2) Any late charges and returned check charges;
 - (3) Interest;
 - (4) Charges assessed resulting from a violation of the Governing Documents or rules and regulations.
 - (5) Special Assessments, applied to the oldest outstanding amount first;
 - (6) Annual Assessments, applied to the oldest outstanding amount first.

ARTICLE 12

PARTY WALLS

Section 12.1 General Rules of Law. As more fully set forth in the Declaration, each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots constitutes a party wall, subject to the provisions of this Article and the statutory and common law related to party walls.

Section 12.2 Joint and Several Liability. The Owners on either side of a party wall are jointly and severally liable for the cost of reasonable repair and maintenance of the wall, subject to a specific Owner's negligent or willful acts or omissions which cause injury to the party wall.

ARTICLE 13

COMPLIANCE AND DEFAULT

Section 13.1 Relief. Each Owner will be governed by, and will comply with, all of the terms of the Governing Documents and the rules and regulations as they may be amended from time to time. A default by an Owner (including his family members, tenants, guests, agents, employees, licensees, or invitees) will entitle the Association, acting through its Board or through the Managing Agent, to the following relief.

(a) Additional Liability. Each Owner will be liable to the Association or to any affected Owner for the expense of all repairs, replacements, and other upkeep rendered necessary by such Owner's act, neglect, carelessness or omission (or that of the Owner's family members, tenants, guests, agents, employees, licensees, or invitees), but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability will include any increase in casualty insurance rates occasioned by use, misuse, occupancy, or abandonment of any Lot or its appurtenances. Nothing contained herein, however, will be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Governing Documents or the rules and regulations by any Owner (or by the Owner's family

members, tenants, guests, agents, employees, licensees, or invitees) may be assessed against such Owner's Lot and will be the Owner's personal obligation.

(b) No Waiver of Rights. The failure of the Association, the Board, or an Owner to enforce any right, provision, covenant, or condition which may be granted by the Governing Documents will not constitute a waiver of the right of the Association, the Board, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board, or any Owner pursuant to any term, provision, covenant, or condition of the Governing Documents will be deemed to be cumulative and the exercise of any one or more thereof will not be deemed to constitute an election of remedies, nor will it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents, the Property Owners' Association Act, equity, or statutory or common law.

(c) Abating and Enjoining Violations. The violation of any of the rules and regulations or the breach of the Governing Documents will give the Board the right, in addition to any other rights set forth in the Governing Documents, to take the following actions at the expense of the defaulting Owner: (1) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove any thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Governing Documents or the rules and regulations, and the Board will not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (3) to use self-help to remove or cure any violation on the Common Areas (including without limitation the towing of vehicles). All costs incurred by the Association pursuant to these provisions will be assessed against the defaulting Owner.

(d) Legal Proceedings. Failure to comply with any of the terms of the Governing Documents or the rules and regulations will be grounds for relief, including without limitation an action to recover any sums due or money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in the Governing Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the Managing Agent or, if appropriate, by any aggrieved Owner, and will not constitute an election of remedies. If the Association employs an attorney to enforce compliance with the terms of the Governing Documents or rules and regulations, the Owner will be responsible for the payment of any costs and attorney's fees incurred by the Association.

(e) Other Remedies. An Owner's voting rights as a member of the Association are automatically suspended for certain delinquencies pursuant to Section 3.3(d) of the Bylaws. In the event of nonpayment of assessments for more than 60 days and/or other violations of the Governing Documents or rules and regulations, the Board or its designee may also suspend the right of a Owner (including the Owner's family members, tenants, guests, agents, employees, licensees, or invitees), to use the facilities and services provided by the Association, including but not limited to the right to use the Common Area parking spaces; provided however, that no

such suspension will endanger the health, safety, or property of the Owner, tenant, or occupant. Other than suspension of voting rights, no such suspension of privileges will be imposed until after giving the Owner notice and an opportunity for a hearing pursuant to the Property Owners' Association Act and in accordance with any procedures adopted by the Board.

(f) Violation Charges. The Board or its designee has the power to impose charges against an Owner for violations of the rules and regulations, the Governing Documents, or the Property Owners' Association Act by that Owner or the Owner's family members, tenants, guests, agents, employees, licensees, or invitees. No such charge will be assessed until after giving the Owner notice and an opportunity for a hearing pursuant to the Property Owners' Association Act and in accordance with any procedures adopted by the Board. Any such charges will be assessed against the Owner, will be collectible as such, and will also constitute a lien against a Lot and the personal obligation of the Owner.

Section 13.2 Lien for Assessments.

(a) Lien. The total annual assessments of each Owner for common expenses or any special assessment, or any other sum duly levied (including without limitation violation charges, interest, late charges, attorney's fees, costs, etc.), made pursuant to the Governing Documents, is hereby declared to be a lien levied against the Lot of such Owner as provided in the Property Owners' Association Act, which lien will be effective upon such assessment or charge being assessed. The Board may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. Assessment liens recorded in land records pursuant to the Property Owners' Association Act may be executed by the Association's President, Vice President, or Treasurer, as determined by the Board from time to time.

(b) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia.

(c) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE 14

NOTICES

Except as specifically provided otherwise in the Governing Documents, all notices, demands, bills, statements or other communications under the Governing Documents will be in writing and will be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or hearing or lien, personally delivered or sent by registered or certified United States mail, return receipt requested, postage

prepaid: (1) if to a Owner, at the address which the Owner will designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner; (2) if to the Association, the Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as will be designated by notice in writing to the Board pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice will be deemed to be given when deposited in the United States mail addressed to the Owner's address shown in the Association's records. If a Lot is owned by more than one person, each such person who so designates an address in writing to the Secretary will be entitled to receive all notices hereunder, otherwise, the person receiving the notice will have the responsibility for notifying the other persons comprising the Owner.

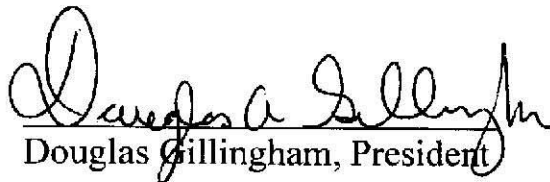
ARTICLE 15

AMENDMENTS

These Bylaws may be amended by a Majority Vote of a quorum of the Owners. The Board will send any approved amendment to the Owners within thirty days after recordation.

[signature page follows]

The undersigned does hereby certify that the foregoing Amended and Restated Bylaws constitute the Bylaws of the Glen Cove Homeowners Association, as approved by the Association, effective on the date of endorsement.


Douglas Gillingham, President

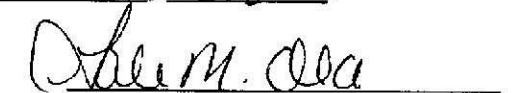
I, Douglas Gillingham, President and principal officer of the Glen Cove Homeowners Association, hereby certify that in a duly constituted meeting of the Association called for the purpose of amending the Bylaws, Owners representing at least a Majority of a quorum approved the Amended and Restated Bylaws set forth above and signed ratifications thereof.


Douglas Gillingham, President

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Douglas Gillingham, President and principal officer of the Glen Cove Homeowners Association, whose name is signed to the foregoing Amended and Restated Bylaws has acknowledged the same before me.

Given under my hand this 16 day of May, 2008.


Notary Public
Commissioned as Galen D.

My Commission Expires: 9/30/08
My Registration Number is: 297479

