

AMENDED AND RESTATED
BYLAWS
OF
RHYGATE HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is RHYGATE HOMEOWNERS ASSOCIATION. The principal office of the corporation shall be located at the residence of the incumbent Treasurer of the Association, but meetings of Members and Directors may be held at such places within the Commonwealth of Virginia, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" means RHYGATE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" means that certain real property designated as RHYGATE, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" means all real property (including easement areas) owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" means any single-family residential lot shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" means every person or entity who holds a membership in the Association.

Section 6. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Board of Directors" means a group of Members elected to administer the affairs of the Rhygate Homeowners Association in accordance with applicable governmental laws, the Declaration and these Bylaws.

Section 8. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, and recorded

among the land records of Fairfax County, Virginia, as may be amended from time to time.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member is in default in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules, regulations and resolutions established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors comprised of not less than six nor more than nine Directors, with equal representation from each street (Taunton Place, Eastleigh Court and Wainfleet Court), each of whom must be a Member.

Section 2. Election. At each annual meeting the Members shall elect Directors as required for a term of three years with the intent of equal representation from each street (Taunton Place, Eastleigh Court, and Wainfleet Court).

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting with prior consent of the nominee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee Chairman shall be appointed by the Board of Directors at least sixty days prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, provided, however, that equal area representation on the Board of Directors shall be maintained by nominating persons

from Taunton Place, Eastleigh Court, and Wainfleet Court. Nominations may be made from among Members only.

Section 4. Balloting. The vote of a majority of the Members present in person or by proxy shall determine the Directors to be elected.

Section 5. Removal. Any Director may be removed from the Board, with cause, by a majority vote of all of the members of the Board. In the event of death, resignation or removal of a Director, such Director's successor shall be selected from the same street (Taunton Place, Eastleigh Court or Wainfleet Court), if possible, by the remaining members of the Board and shall serve for the unexpired term of the newly appointed Director's predecessor.

Section 6. Compensation. No Director, as such, shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration.

The Board of Directors shall have the power to maintain the several access easements as shown on the plat attached to the deed of easement dated August 23, 1967, and recorded in Deed Book 2965 at Page 351 among the land records of Fairfax County, Virginia and enlarged by deed of resubdivision and conveyance dated December 10, 1969, and recorded in Deed Book 3254 at Page 16 among said land records.

The Board of Directors is further empowered to make a charge for such maintenance which shall be in addition to the annual assessment on the members of the Association and shall be an amount not to exceed the funds necessary for the maintenance of such easement if the Board of Directors so determines.

In the event that the streets in Rhygate are dedicated or conveyed to the Virginia Department of Transportation or any other governmental authority for maintenance, such dedication or conveyance shall include a reservation that the Association will retain control of the landscaped medians and islands in such streets, and that the Association will continue to be responsible for the maintenance of such medians and islands for the benefit of the Properties.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour

as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or upon the written request of one-third (but not less than three) of the Directors and upon not less than three nor more than thirty days written notice of each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action by the Board of Directors that the Directors required or permitted to be taken at a meeting may be taken without a meeting, if a consent in writing setting forth the action taken is signed either before or after such action is taken by all the Directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors.

Section 5. Conduct of Meetings.

a. All meetings of the Board of Directors shall be open to the Members as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy, contract negotiations or discussions, or concerning possible violations of the Declaration, these Bylaws, and rules, regulations and resolutions of the Association. Final action on matters discussed in executive session must be taken in open session and recorded in the minutes.

b. The President shall preside over the meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings. The then current edition of Robert's Rules of Order, Revised, shall govern the conduct of the meetings of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall 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 law or the Declaration, Articles of Incorporation or these Bylaws to be exercised and done by the Members. In addition to the duties imposed by any other provisions of the Declaration, Articles of Incorporation or these Bylaws, the Board of Directors shall perform the following duties and take the following action on behalf of the Association.

a. Adopt and amend any reasonable rules, regulations and resolutions governing the use of the Common Area and facilities, and

establish penalties for violation of any such rules, regulations and resolutions;

b. Declare the office of a member of the Board of Directors to be vacant in the event such Member is absent from two consecutive regular meetings of the Board of Directors;

c. Employ independent contractors, or such other employees as necessary to provide for the upkeep of the Properties and prescribe the duties of such contractors and employees;

d. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members or at any special meeting;

e. Adopt an annual budget and make assessments against the Owners to defray costs of operation 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 in accordance with Article VI of the Declaration and Article XII of these Bylaws;

f. Open bank accounts on behalf of the Association and designate the signatories thereon;

g. Issue upon demand by any Owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

h. Procure and maintain adequate liability and hazard insurance on property owned by the Association and adjust and settle any claims thereunder;

i. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem necessary and appropriate;

j. Cause the Common Area to be maintained;

k. Cause the exterior of the dwellings to be maintained;

l. Provide an Association Disclosure Packet in accordance with the Virginia Property Owners' Association Act, as amended;

m. Do anything else not inconsistent with the law or the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and

a Treasurer, all of whom shall at all times be members of the Board of Directors and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless such officer shall sooner resign, is removed or otherwise is disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. The Board of Directors will appoint a member of the Board to fill any vacant office. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all leases, notes, mortgages, deeds, and deeds of trust, and other written instruments; and in general, perform all the duties incident to the office of president.

b. Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board of Directors or the President.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it and attest the same on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and, shall perform such other duties as required by the Board and incident to the office of Secretary.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall

disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual review or audit as required by the Audit Committee of the Association's books to be made under the supervision of the Audit Committee at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members, and prepare all tax returns as required by law.

As promptly as may be practical after election to office, the Treasurer shall file with the Corporation Commission of the Commonwealth of Virginia, a form obtained from the Commission, a statement of change in the Association's registered agent and registered address. The Treasurer shall complete the form by entering his name and address as the successor registered agent and to designate his home address as the registered office of the Association.

ARTICLE IX

INDEMNIFICATION

Section 1. Indemnification. Each Director and officer (and his heirs, executors and administrators) shall be indemnified by the Association against reasonable costs and expenses incurred by him in connection with any action, suit or proceeding, or threatened action, suit or proceeding, to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in relation to any action, suits or proceedings in which he has been adjudged liable because of negligence or misconduct, which shall be deemed to include willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

In the absence of an adjudication which expressly absolves the Director or officer of liability to the Association, or its Members, for negligence and/or misconduct, or in the event of a settlement, each Director and officer (and his heirs, executors and administrators) shall be indemnified by the Association against payments made or to be made (including reasonable costs and expenses); provided, however, that such indemnity shall be conditioned upon the prior determination by a resolution of two-thirds of those members of the Board of Directors who are not involved in the action, suit or proceeding, that the Director or officer has no liability by reason of negligence or misconduct within the meaning thereof as used herein; and provided further, that if a majority of the members of the Board of Directors are involved in the action, suit or proceeding, such determination shall have been made by a written opinion of independent counsel. Amounts paid in settlement shall not exceed costs, fees and expenses which would have been reasonably incurred if the action, suit or proceeding had been litigated to a conclusion.

Such a determination by the Board of Directors or by independent counsel, and the payments of amounts by the Association on the basis thereof, shall not prevent a Member from challenging such indemnification by appropriate legal proceedings on the grounds that

the person indemnified was liable to the Association or its security holders by reason of negligence or misconduct, within the meaning thereof as used herein.

The foregoing rights and indemnification shall not be exclusive of any other rights to which the officers and Directors may be entitled according to law.

Section 2. Liability. No officer of the Association or member of the Board of Directors shall be personally liable for the performance of any contract or agreement entered into by an officer or by the Board of Directors on behalf of the Association.

ARTICLE X

COMMITTEES

Section 1. The Board of Directors shall appoint an Architectural Control Committee and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

a. A Grounds and Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;

b. An Audit Committee which shall supervise the annual review or audit, as appropriate, of the Association's books. The Treasurer shall be an ex-officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XI

MEETINGS OF THE MEMBERS

Section 1. Annual Meeting. An annual meeting of the Members shall be held in the month of October on such day and at such hour as designated by the Board of Directors in the notice of the meeting.

Section 2. Special Meetings. Special meetings of the membership may be called at any time by the President or Board of Directors, or upon written request of at least one-fourth of the Association Members.

Section 3. Notice of Meetings. At least 30 days before each meeting of the Members, written notice shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. The notice shall specify the place, day and hour of the meeting and, in

the case of a special meeting, the purpose of the meeting. A copy of the notice shall be either (1) sent by mail, postage prepaid, or (2) delivered by the Board of Directors of the Association to the residence of each Member entitled to vote at the meeting, provided, however, that in the case of any such voting Member who does not reside on Taunton Place, Eastleigh Court or Wainfleet Court in Rhygate, delivery shall be made only by mailing a copy of the notice, postage prepaid, to such Member's address last appearing on the books of the Association or supplied by such Member for the purpose of notice.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot by the Member.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. In accordance with the provisions of the Declaration, each Member is deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges, and
- b. special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the joint and several personal obligation of the person (or persons) who is the Owner of such property at the time when the assessment falls due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, upkeep and maintenance of the Common Area, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Setting Annual Assessments. After consideration of current maintenance costs and future needs of Rhygate, the Board of Directors will recommend the annual assessments to the membership for approval at the annual meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided, however, that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots regardless of size, value of improvements constructed thereon and number of persons occupying the same, and may be collected on a monthly basis.

Section 6. Routine Collections. The annual assessment shall be due and payable in twelve monthly installments. All monthly installments of the annual assessment shall be due and payable on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery of notice of the special assessment to the Owner.

a. All documents, correspondence, and notice relating to the charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner.

b. Non-receipt of notice of any regular or special assessment or invoice for such assessments shall in no way excuse the Owner of the obligation to pay the amount due by the due date.

Section 7. Remedies for Non Payment of Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a lien upon the property against which the assessment is made. If the assessment is not paid within thirty days from the first day of the month ("Due Date"), the account shall be deemed late and a late fee of 20 percent of the monthly assessment shall automatically be added to the amount each month thereafter as a part of the lien for assessments until all sums due and owing shall have been paid in full. In addition, the Association may bring an action at law against the Owner or foreclose the lien against the property. In addition, the Association may add interest, administrative costs, court costs and reasonable attorney's fees of any such action to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

a. If a check is returned and payment for an assessment due and owing is not otherwise received in the applicable time period, the account shall be deemed late and the late fee of 20 percent of the monthly assessment shall be added in addition to the current financial institution returned check charge.

b. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments, the Board of Directors may require all future payments to be made by certified check or money order for the remainder of the calendar year.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to foreclosure under such mortgage or deed of trust shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the purchasers thereof from the lien of any assessments thereafter becoming due, nor the purchaser thereof from liability for the payment therefor.

Section 9. Exempt Property. The following properties subject to the Declaration shall be exempt from the assessments created herein:

- a. all properties dedicated to and accepted by a local public body;
- b. the Common Area; and
- c. all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia;

Provided, however, that no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RHYGATE HOMEOWNERS ASSOCIATION CORPORATE SEAL 1967 VIRGINIA.

ARTICLE XV
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy at a duly called meeting of the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of November, and end on the last day of October of every year.

Nothing contained herein shall be construed to exempt this Association from compliance with the applicable portions of the Code of the County of Fairfax and the laws of the Commonwealth of Virginia.

CERTIFICATION

I, the undersigned, President of Rhygate Homeowners Association, do hereby certify:

THAT I am the duly elected President of Rhygate Homeowners Association, a Virginia nonstock corporation; and

THAT the foregoing Bylaws constitute the amended Bylaws of the Association, as duly adopted by a majority of the Members of the Association at a meeting held on October 17, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused to be affixed the seal of the Association on December 18, 1991.

ATTEST
Phillip L. Meyer
SECRETARY

(SEAL)

Seamus J. Starke
PRESIDENT