

BYLAWS CEDAR COVE CLUSTER ASSOCIATION

The following Bylaws are hereby adopted on the fourth day of October 2003 in the place and stead of the Bylaws initially adopted on the seventh day of September 1996 and subsequently amended on the first day of May 1999.

ARTICLE I GENERAL RECITALS

The name of the association is Cedar Cove Cluster Association, hereinafter referred to as the "Association".

Cedar Cove Cluster Association is comprised of Section I (containing Lots 1-6 and Lots 29-56) and Section 2 (containing Lots 7-28 and 57-66) and no others. Each lot is comprised of one town home dwelling with adjacent property, hereinafter referred to as a unit. Cedar Cove Cluster common ground (parcels A and B, Block 1-A, section 70, Reston, and such other property as may be conveyed to the Association) is owned by the Cedar Cove Cluster Association.

The purpose or purposes for which the association is organized are:

To take title to, hold, maintain, improve and beautify, for the use in common of all the Members thereof, their families, guests, and tenants, such Common Areas as from time to time may be conveyed to it pursuant to the Association Documents; and to assess, collect, and disburse the charges created under said Association Documents, all in the manner set forth in, and subject to the provisions of, the said Association Documents.

To do any and all lawful things and acts that the association may from time to time, in its discretion, deem to be for the benefit of the property commonly referred to as Cedar Cove Cluster and which the owners and inhabitants thereof deem advisable, proper, or convenient for the promotion of their peace, health, comfort, safety, or general welfare.

These Bylaws are subject to the laws of the Commonwealth of Virginia and the Association Documents, and are consistent with said documents.

The Association shall maintain the property of the Association in accordance with these Bylaws.

The Association shall make available to the Members maintenance services and such other services as the Board of Directors may determine, including capital improvements. In order to provide such services the Association shall assess dues, in accordance with Article IX, sufficient to cover the cost of such services.

The Cedar Cove Cluster Common Areas are for the exclusive use of property owners and their families, guests, and tenants.

The principal mailing address of the Association shall be 2212 Cedar Cove Court, Reston, Virginia 20191.

ARTICLE II DEFINITIONS

As used in these Bylaws, unless the context requires a different meaning:

Assessment shall mean and refer to the lienable charge against Lots authorized by the Cedar Cove Cluster Association Deed of Resubdivision & Dedication.

Association shall mean and refer to the Cedar Cove Cluster Association.

Association Documents shall mean and refer to the "Deed of Resubdivision and Dedication, Deed of Partial Release, Deed of Conveyance and Easement Agreement" made on December 26, 1979, and recorded on December 31, 1979 in Deed Book 5390 at Page 626 among the land records of Fairfax County; and the Articles of Incorporation of Cedar Cove Cluster Association recorded in Charter Book 187 at Page 241 among the records at the Clerk's office of Fairfax County; and the Bylaws.

Cluster shall mean and refer to the group of Lots and Common Area that comprise Cedar Cove Cluster.

Common Area shall mean and refer to all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Owners.

Common Expenses shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the governing documents.

Legal Entity shall mean an individual business or company such as a bank, a for profit or non-profit company or association, or any individual organization that is not a person.

Lot shall mean and refer to any plot or parcel of land within the Cluster designated for separate ownership or occupancy and shown on the recorded subdivision plat.

Members shall mean and refer to all members of the Association as described in Article III.

Owner(s) shall mean and refer to the record holder(s) of the fee simple title to, or life estate in, any Lot.

Persons shall mean and refer to a natural person capable of holding title to real property.

Tenant shall mean and refer to any person residing on a Lot and who pays rent or other compensation to the Owner of that Lot.

ARTICLE III MEMBERSHIP

All persons or legal entities owning of record any Lot within the Cluster, except a person or legal entity taking title as security for the payment of money or the performance of an obligation, shall be Members of the Association.

No person or entity shall be a Member of the Association after he/she ceases to be the owner of record of any unit within the Cluster.

The Board of Directors may, after affording the Member an opportunity to be heard, suspend all rights of Membership in the Association during any period of time when there exists a violation of any of the provisions of these Bylaws (including but not limited to, the failure to make payment to the Association when due and payable under the terms of these Bylaws) with respect to the Lot owned or when the Member is in violation of any rule or regulation adopted by the Association.

Each Member of the Association, by becoming such, agrees that he/she shall be personally responsible for the payment of all assessments as discussed in Article IX with respect to the Lot owned and for compliance by himself/herself, and his/her family, guests, and tenants with the provisions of these Bylaws and the rules and regulations adopted by the Association.

In the event of a transfer of title of a Lot, the Membership shall vest in the transferee.

ARTICLE IV MEETINGS OF MEMBERS

Annual Meeting.

The Annual Meeting of the Association shall be held after Labor Day and before the end of the calendar year at a place, date and time set by the Board of Directors. Written notice stating the place, the date and time of the meeting shall be given to each Member entitled to vote at the meeting at least thirty days before the meeting.

Spring Meeting.

The Association shall hold a Spring Meeting at such place, date and time as set by the Board of Directors. Written notice stating the place, the date and time of the meeting shall be given to each Member entitled to vote at the meeting at least thirty days before the meeting.

Special Meeting.

At the request of at least two Directors, a Special Meeting of the Membership can be held to address one or more specified topics.

Members can also petition to hold a Special Meeting to address one or more specified topics. Members signing such a petition must represent at least seven Lots and, if the topic to be addressed at the Special Meeting is the election or removal of a Director, the Members signing the petition must be resident Owners as discussed in Article V. The signatures on a petition requesting a Special Meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature.

Upon presentation of a petition to the Secretary for validation, the members will set the time and place at which the Special Meeting will be held. No business other than that stated in such resolution or petition shall be transacted at the Special Meeting.

Written notice stating the place, the date, time, and purpose of the meeting shall be given to each Member entitled to vote at the meeting at least seven days before the meeting.

Quorum.

At any meeting of the Association, a quorum shall exist if Members eligible to vote representing at least seventeen (17) Lots are present, in person or by proxy, at the beginning of such meeting. Once a Member is present at a meeting, such Member 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, a majority of the Members who are present at such meeting in person or by proxy may: (1) recess the meeting to such place, date and time as such Members may agree not more than forty-eight hours after the time the original meeting was called; or (2) adjourn the meeting to a time not less than forty-eight hours or more than thirty days after the time the original meeting was called at such date and place as such Members may agree, whereupon the Secretary shall announce the place, date and time at the meeting and make other reasonable efforts to notify all Members of such date, time and place.

Order of Business.

Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) reading and approval of minutes of preceding meeting; (3) reports of officers and committees; (4) unfinished business; (5) new business; (6) election of directors (when so required); and (7) adjournment.

Conduct of Meetings.

The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings.

ARTICLE V VOTING

Voting Rights.

In general, there is one vote per lot. The owner of each lot has the right to one vote except when electing or removing a Director.

As stated in the Articles of Incorporation, only Members residing in the dwelling unit with respect to which they are entitled to vote, shall have the right to vote for the election and removal of Directors. Residency shall be determined by the Board of Directors as of the date of the meeting to be held for the election or removal of Directors.

Owners of Multiple Lots.

A person or legal entity owning more than one Lot shall have the number of votes equal to the number of Lots owned. When voting for the election or removal of a Director, the owner of multiple Lots shall be entitled to vote only for the dwelling unit in which the owner resides.

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 or signs a consent or a proxy, that person shall be entitled to cast the Owner's votes. If more than one of such persons is present, the vote appertaining to that Owner shall be cast only in accordance with unanimous agreement of such persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that Owner or to give an approval, consent or proxy without protest being made forthwith by any of the other persons constituting such Owner to the person presiding over the meeting or objection to such approval, consent or proxy being made to the Association prior to the taking of the action in question.

Voting Certificate.

If an Owner is a legal entity, any person authorized by such Owner may cast the vote for such Owner. Such person must be named in a certificate signed by an authorized officer, partner or trustee of such Owner and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. Wherever the approval or disapproval of an Owner is required by the Association Documents, such approval or disapproval may be made by any person who would be entitled to cast the vote of such Owner at any meeting of the Association.

Delinquency.

No Owner may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than thirty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Manner of Voting.

A vote may be cast in person or by proxy.

Voting by Owners at a meeting shall be by voice vote or proxy unless any Owner present at the meeting requests, and a majority vote of the Owners consent to, a vote by written ballot.

Unless otherwise required by law or the Association Documents, a simple majority will decide all votes.

Proxies.

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 shall be: (i) in writing, (ii) dated, (iii) signed by the Owner or a person authorized by the Owner, (iv) valid for the specified meeting or time period and (v) presented to the Secretary at the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Secretary of notice of revocation from the Owner. An Owner may revoke their proxy by notifying the Secretary in writing at any time.

A proxy may be cast by any Member in good standing eligible to vote on the question before the Association.

ARTICLE VI BOARD OF DIRECTORS

General

The Board of Directors shall manage the business and affairs of Cedar Cove Cluster Association.

In addition to the powers and authorities of these Bylaws and those expressly conferred on it by the Articles of Incorporation, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are noted by statute, by the Articles of Incorporation, or by these Bylaws which direct or require it to be exercised or done by its members.

Each Director must serve as an Officer of the Association.

Qualification for Directors.

A director must be a Member in good standing of the Association. Only one Member per lot may serve as a Director at the same time.

Number and Tenure.

As set forth in the Articles of Incorporation, the number of directors shall be three.

A director elected by the Membership shall be elected for a term of three (3) years. A newly elected director will assume responsibility as a director on January 1 following the Annual Meeting at which the director was elected. A Director may be removed with or without cause at any meeting of the Membership or at a Special Meeting called for this purpose.

Board Vacancy.

Any vacancy occurring in the Board of Directors shall be filled as follows:

- a) At any meeting of the Board of Directors by affirmative vote of a majority of the remaining Directors of the Association or by a sole remaining director, or
- b) if not previously filled by the Board, by an affirmative vote of the majority of Members at the next meeting of the Membership.

Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director, the vacancy in whose position he/she was elected to fill.

Regular Meetings.

The Board of Directors shall hold an annual organizational meeting not more than 10 days following the Annual Meeting of the Association's membership, at an hour and place to be determined by the Board of Directors. Written notice stating the place, the date and time of the meeting shall be posted at least seven days before said meeting.

Special Board Meetings.

Special meetings of the Board of Directors may be called by any two (2) directors. Written notice stating the place, the date and time of the meeting and the purposes for which the meeting is called, shall be posted at least seven days before said meeting.

Quorum.

The presence of two Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Executive Sessions.

Subject to the requirements of the Virginia Property Owners' Association Act, the Board of Directors may convene in executive session when so required.

Decisions of the Board.

Unless otherwise required by law or the Association Documents, all decisions made by the Board shall require an affirmative vote of two Directors.

**ARTICLE VII
OFFICERS**

Designation of Officers.

The officers of the Association shall be President, Secretary, and Treasurer. All Officers must be Directors.

Election, Term of Office and Vacancies.

The Board of Directors, at its annual organizational meeting, shall elect the Officers of the Association. The officers shall serve a term of one year.

Duties and Responsibilities.

President. The President shall be the principal officer of the Association and serves as Chair of the Board of Directors. The President shall preside at all meetings, shall have general supervision of the affairs of the Association, and may sign or countersign contracts and other instruments of the Association in accordance with these Bylaws. The President shall make reports to the Directors and members, and perform all such other duties as are incident to the office, or are properly required of the office by the Board of Directors.

Secretary. The Secretary shall perform the duties of the President in the absence of the President or in the event of his/her death, inability or refusal to act. When so acting, the Secretary shall have all the powers of and be subject to all the restrictions upon the President. The Secretary shall keep the minutes, shall have charge of the Association's records, and maintain the governing documents. The Secretary shall also maintain bids, contracts, membership lists, and correspondence. The Secretary shall sign such instruments as require such signature, and shall make such reports to the Directors and members, and perform such other duties as are incident to the office or are properly required of the office by the Board of Directors.

Treasurer. The Treasurer shall have the custody of all funds and securities of the Association and deposit the same in the name of the Association in such bank or banks as the Directors may elect. The Treasurer shall maintain all financial records for the Association, file all income tax returns in a timely manner, and ensure safeguards are in place to protect the Association's assets. The Treasurer shall sign such instruments as require such signature, and shall make reports to the Directors and members on a regular basis. The Treasurer shall at all reasonable times exhibit the books and accounts to any Member of the Association upon application to the Board of Directors.

**ARTICLE VIII
INDEMNIFICATION**

Indemnification.

Subject to conditions and qualifications set forth in the Virginia Non-Stock Corporation Act, the Association shall indemnify any director or officer, or former director or officer, or any person who may have served at its request as a director or officer of another association in which it owns or owned shares of capital stock or of which it is or was

a creditor, and the personal representatives of any of the foregoing, against any and all expenses, including attorney's fees, judgments, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by him/her in connection with the defense or settlement of any claim, action, suit, or proceeding in which he is made a party, or is a party, or which may be asserted against him/her by reason of his/her being or having been such a director or officer, or in connection with an appeal therein, unless he/she, or testator, or in testate shall be finally adjudged, in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of members, or otherwise.

ARTICLE IX ASSOCIATION FINANCES

General.

The Board of Directors shall be responsible for managing the financial affairs of the Association. The Board of Directors shall approve agreements, contracts, deeds, leases, or other instruments obligating the Association.

Budget.

The Board of Directors shall prepare and adopt an annual budget covering the Association's Common Expenses. The budget shall include general operating expenses, the contribution to the Reserve Fund, and any proposed expenditures from the Reserve Fund.

The Board shall present the adopted budget to the Membership at its Annual Meeting, along with updated financial statements, as supporting documentation subject to examination by the Membership, for the recommended Annual Fee for the upcoming calendar year. If the Membership approves an Annual Fee that is lesser than or greater than the fee recommended by the Board, the Board shall adjust the annual budget accordingly.

Once the Annual Fee has been approved by the Membership, the Board shall use every reasonable effort to manage the affairs of the Association within the adopted budget. While the budget serves as a framework, the Board shall have full authority to reallocate funds, without Membership notice or approval, as required for the proper management of the Association.

Reserve Fund.

The Association shall maintain, and the Board of Directors shall manage, a Reserve Fund to cover the cost of anticipated renovations, major repairs, and replacements of Common Area elements; the cost of unanticipated maintenance of Common Area elements; and other reasonable operating contingencies.

Prior to adoption of the annual budget, the Board of Directors shall review the adequacy of the Reserve Fund and determine the contribution to reserves needed from the annual assessment.

In accordance with the Virginia Property Owners' Association Act, the Board of Directors shall conduct a comprehensive reserve study every five years and review the findings of the most recent study on an annual basis. Results of these studies and annual reviews shall be reported to the Membership yearly at the Annual Meeting.

Assessments.

Each Owner shall be assessed an Annual Fee to pay the Association's Common Expenses. The Annual Fee shall be approved by a simple majority of the Membership qualified to vote.

Directors shall be entitled to a 25% discount off the Annual Fee of one lot while serving in office.

An Owner may pay the Annual Fee in full on or before January 1 of the assessment year or elect to pay in four equal quarterly installments. Quarterly payments are due no later than midnight January 1, April 1, July 1, and October 1 of the assessment year. Payments shall be sent to the Association's official postal address or be deposited in a designated drop box.

Quarterly payments received more than thirty calendar days after the due date shall incur a twenty-five dollar (\$25.00) late fee and shall bear interest at the rate of fourteen percent (14%) per annum from the due date until paid, and any such late fee and interest charge shall become a part of the fee itself, and if not paid shall be subject to the same lien rights as the basic fee.

If the Annual Fee is to be paid in installments, upon default in the payment of any such installment, the Board of Directors may declare the entire balance of such fee immediately due and payable.

Special Assessments.

The Board of Directors may levy at any time a Special Assessment against all of the Lots in the Cluster to cover the cost of renovations, major repairs, and replacements of Common Area elements, provided such Special Assessment is approved by the Membership at a the Annual or Spring Meetings, or at a Special Meeting called for this purpose.

Liens.

In the event any obligation owed the Association by any member shall be in default for a period of three (3) months or more, the Association shall have the right to create an ongoing lien upon the property and to seek judgment against the unit owner. All such legal costs incurred by the Association in pursuit of such a lien and/or judgment shall be borne by the Owner.

Authorization of Expenditures.

The Board of Directors may authorize any single expenditure not to exceed \$2,500.00, provided the funds are available in the current operating budget.

All other non-budgeted expenses shall be approved in advance by a majority of the Membership voting at the Annual or Spring Meetings or at a Special Meeting.

The Board of Directors may authorize emergency expenditures up to \$5,000 in a calendar year from the Reserve Fund.

All other non-emergency projects to be funded out of the Reserve Funds must be approved in advance by a majority of the Membership voting at the Annual or Spring Meeting.

Signature Authority.

The President and one other Director shall sign all agreements, contracts, deeds, and leases of the Association.

At the direction of the Board of Directors, the Treasurer and one other Officer shall open or close any deposit or share account(s) in the name of the Association. The Treasurer and one other Officer shall sign all checks or orders for the payment of money or otherwise withdraw or transfer funds from the Association's reserve accounts.

Audits.

All books and records shall be kept in accordance with generally accepted accounting principles.

The Board of Directors shall arrange for an audit of the accounts of the Association as often as is stipulated by the Virginia Board Of Realtors. At its discretion, the Board of Directors may also arrange for an audit of the accounts of the Association for the preceding year. Alternatively, Members can petition the Board of Directors to call a Special Meeting of the Membership to request an audit and approve the funds required to perform the audit. See Article IV for details on Special Meetings.

All formal audits shall be performed by a Certified Public Accountant who shall not be an Owner or resident of the Cluster, and who shall otherwise have no interest in the affairs of the Association.

The Board of Directors shall make the final audit report available to the Membership within 60 days following its receipt.

**ARTICLE X
BOOKS AND RECORDS**

Availability.

The Association's records are available upon request for examination by a Member in good standing. The right of examination may be exercised at a mutually convenient time and location and upon five days' written notice reasonably identifying the purpose of the request and the specific records of the Association requested. Association's records may be withheld from members if protected by Code of Virginia #55-510:C.

Upon written request to the Secretary, copies of the Association's records may be obtained by any Member in good standing through a request in writing to the Association's Secretary. The Association may charge a reasonable fee for the requested records. Requested documents will be provided within ten (10) business days following receipt of a written request from the Member and payment of any applicable charges.

Association Disclosure Packet.

The Association shall make an Association Disclosure Packet available to an Owner or his/her authorized agent within fourteen days after receipt of a written request and payment of the appropriate fee.,

**ARTICLE XI
VEHICLES AND PARKING**

All parking on Cedar Cove Cluster streets and in common parking areas is available on a first-come, first-served basis to Owners and their families, guests, and tenants. Owners and their families, guests, and tenants are encouraged to use their driveways and garages whenever possible.

No commercial vehicles, taxicabs, limousines, recreational vehicles, motor homes, boats, or trailers can be parked overnight or stored on Cluster streets and common parking areas. The parking or storing of one of these vehicles in an Owner's garage or on their private driveway is permitted.

No vehicle can be parked within fifteen (15) feet of the Cluster mailboxes.

Parking of inoperable or detached portions of vehicles for longer than two weeks is prohibited.

**ARTICLE XII
BOATS**

The mooring and storage of boats and canoes along the Cluster waterfront is subject to the following regulations:

1. The availability of permanent mooring and storage space along the waterfront is limited, and is on a first come first served basis exclusively to Members or their tenants.
2. No boat or canoe shall be moored to the dock except when actually loading or unloading.
3. No boat or canoe shall be moored within twenty-five (25) feet of either end of the dock.
4. Boats and canoes moored along the shoreline overnight must be registered with the Association. The Association will issue a registration sticker that must be affixed to the right front of the boat or canoe in a spot that is clearly visible. The Association may charge a nominal registration fee for boats and canoes moored along the shoreline.
5. Boats and canoes moored along the shoreline must be secured in a manner that will not result in damage to the Association's facilities or any adjacent boats.
6. The storage of boats and canoes on Common Area other than described above is strictly prohibited.

Owners of boats failing to comply with any of these regulations may also be subject to the removal of the offending property at said owner's expense.

**ARTICLE XIII
PETS AND PET OWNERSHIP**

Pet owners shall keep all pets under control at all times. When not on private property, Fairfax county ordinance requires all dogs to be restrained on a leash by a responsible person.

Fairfax County's "pooper scooper" law applies in Cedar Cove Cluster.

The Animal Warden of Fairfax County is authorized to enforce the Fairfax County leash laws and other related animal control laws on the Cedar Cove Cluster Association Common Property.

**ARTICLE XIV
ASSOCIATION SERVICES**

At a minimum, the Board of Directors shall contract for the following services, the costs for which are to be included in the Annual Fee (See Article IX):

- Twice weekly curbside pick up of trash and once weekly pickup of recyclables from each Lot. See schedule provided in Owner's packet.
- Landscape service to aid Owners in maintaining the landscaping of each Lot. Services provided to each Owner shall include:
 - Grass cutting and trimming around sidewalks and walkways
 - Trimming around tree rings
 - Removal of leaves in the fall and spring
 - Fertilization
 - Application of weed control.
 - Application of lime, aeration, and over-seeding as needed.
- Snow plowing and sanding services for all paved driving lanes. Driveways and sidewalks are excluded.

**ARTICLE XV
AMENDMENTS**

An amendment to these Bylaws can be proposed by a petition from the Membership signed by Owners representing a minimum of seven Lots who are eligible to vote at the Annual or Spring Meetings of the Membership. The Board of Directors shall determine the validity of the signatures.

Once an amendment has been proposed, the Board of Directors shall provide notice to the entire Membership of the intent to amend the Bylaws, provide the Membership with a written draft of the proposed amendment, and provide reasonable opportunity for the Membership to comment on the amendment prior to any vote.

Where a proposed amendment will require the expenditure of Association funds or have a financial impact on the Association, the Board of Directors shall clearly disclose such impacts to the Membership prior to any vote of the Membership.

At the request of the Board of Directors, a proposed amendment shall be submitted for legal review prior to being submitted to a vote of the Membership.

The Board of Directors shall submit the proposed amendment to the Membership for a vote. An affirmative vote of a simple majority of the eligible Members voting is required to adopt any amendment.

IN WITNESS WHEREOF, these Bylaws, initially adopted on the seventh day of September of 1996, and amended on the first day of May of 1999, are hereby amended on this, the fourth day of October of 2003.

Barbara Beecy, Director, Acting President and Secretary

Linda Bartlett, Director, Treasurer