

Bylaws

Protective Covenants and Restrictions of Deed of Dedication

Articles of Consolidation

Reston Home Owners Association

ATTACHMENT "A"

Deed of Amendment to the Deeds of Dedication of Reston

Protective Covenants
Deed of Dedication
Recorded in DB 6072/69
As in effect 12/20/84

THIS DEED OF AMENDMENT made this 20th day of December, 1984, by RESTON HOME OWNERS ASSOCIATION modifies and amends those certain Deeds of Dedication of RESTON, Sections One and Two, recorded among the land records of Fairfax County, Virginia, in Deed Book 2431 at page 319 and in Deed Book 2499 at page 339, respectively, and amended in Deed Book 2750 at page 130 and in Deed Book 2761 at page 415, respectively, and further amended as to both deeds in Deed Book 5947 at page 1127 (all such deeds and amendments being collectively referred to as "the Deeds of Dedication"),

WITNESSETH:

WHEREAS, the Deeds of Dedication set forth certain protective covenants and restrictions which are incorporated by reference in all other deeds of dedication with respect to all residential and commercial property in Reston; and

WHEREAS, the members and directors of Reston Home Owners Association, with the consent of the Developer of Reston and a majority of the owners of multifamily dwellings in Reston, desire to effect certain changes to the aforesaid protective covenants and restrictions; and

WHEREAS, the Deeds of Dedication provide for amendment of the protective covenants and restrictions and establish a process for effecting such amendments;

NOW THEREFORE, in consideration of the premises and in accordance with the said process established in the Deeds of Dedication, the duly authorized officers of Reston Home Owners Association do hereby set forth the following amendments to the Deeds of Dedication:

I. Covenants to be Amended

The covenants set forth in Article I (General Protective Covenants and Restrictions), Article II (Residential Property Protective Covenants and Restrictions), Article III (Commercial Property Covenants and Restrictions) and Article IV (Duration, Amendment and Enforcement of Protective Covenants and Miscellaneous) of the Deeds of Dedication, as amended, are hereby further amended

by deleting the same in their entirety and substituting in their place and stead the covenants set forth in II below.

II. New Protective Covenants and Restrictions of Reston

The following Protective Covenants and Restrictions are hereby adopted in the place and stead of the covenants deleted as aforesaid:

Article I

Definitions and Interpretation

Section I.1. **Definitions.** Words having initial capital letters in the provisions of this Deed shall be defined as follows:

(a) **Apartment Unit** shall mean and refer to a rental residential unit in a Multifamily Dwelling, including such units as may be used for administrative purposes. An Apartment Unit shall come into existence for Assessment purposes when it is first occupied for residential or administrative purposes, and its status as such shall not be affected by subsequent vacancies.

(b) **Assessment** shall mean and refer to the lienable charges against Lots authorized by the Deed in Articles V and VII.

(c) **Association** shall mean and refer to the Reston Home Owners Association, as more fully described in Article III, and any successor thereto.

(d) **Basis** shall mean and refer to the method or formula used by a board of directors for determining the annual Assessment applicable to each Lot.

(e) **Cluster** shall mean and refer to a group of two or more Lots, designated as a "Cluster" on a recorded subdivision plat of the Property and complying with any applicable requirements of the Fairfax County Zoning Ordinance and this Deed, and as described in Article VII.

(f) **Cluster Association** shall mean and refer to the nonstock, membership corporation of which the Owner of each Lot within a Cluster is automatically a member.

(g) **Cluster Common Area** shall mean and refer to all real property and improvements thereon owned or leased by a Cluster Association for the common use and enjoyment of Owners in the Cluster.

(h) **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 Members, as described in Article IV.

(i) **Consumer Price Index** shall mean and refer to the Consumer Price Index-Urban Wage Earners and Clerical Workers: U.S. City Average, All Items (1967 = 100), published by the U.S. Department of Labor, or successor equivalent measure.

(j) **Deed** shall mean and refer to this Deed of Amendment to the Deeds of Dedication.

(k) **Design Guidelines** shall mean and refer to the policy guidelines for construction and alteration of the Property as adopted and published by the Design Review Board, as described in Section VI.1.

(l) **Developer** shall mean and refer to Reston Land Corporation, its predecessors, corporate successors and those persons to whom it specifically assigns its rights as Developer of Reston. The Developer's rights enumerated in this Deed shall terminate as provided in Section VIII.4.

(m) **Lot(s)** shall mean and refer to: a) any plot or parcel of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Area, Cluster Common Area and parcels designated for public or commercial use, b) any residential condominium unit created under the Virginia Condominium Act, or any predecessor or successor statute, c) any residential unit within a cooperative housing organization created under the Virginia Real Estate Cooperative Act or any predecessor or successor statute, and d) any other residential unit, except Apartment Units.

(n) **Members** shall mean and refer to all members of the Association, as defined in Section III.3.

(o) **Multifamily Dwelling** shall mean and refer to a building or group of buildings, each of which consists of two or more Apartment Units, constructed on the same Lot or contiguous Lots, and containing an aggregate of at least twenty-five Apartment Units.

(p) **Notice** shall mean and refer to: a) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Reston, or b) written notice delivered or mailed to the last known address of the intended recipient. In the absence of a known name or address, the notice may be addressed to "Owner" or "Occupant" at the Lot or Apartment Unit, and the fact that the Owner may not reside therein shall not invalidate such notice.

(q) **Occupant(s)** shall mean and refer to persons who reside in a residential unit within the Property and may include the Owner or lessee and members of their households.

(r) **Owner(s)** shall mean and refer to the record holder(s) of the fee simple title to, or life estate in, any Lot or to holder(s) of a share in a cooperative housing organization which entitles such holder(s) to the exclusive use of a residential unit within such cooperative, whether one or more persons or entities, and shall include contract sellers, but exclude contract purchasers and those having such interest merely as security for the performance of an obligation.

(s) **Percentage Cap** shall mean and refer to a limita-

tion on certain Assessments as defined in Section V.8.

(t) **Percentage Change** shall mean and refer to the percentage change in the Consumer Price Index between the reference date of October 1984 and the most recently published Index available thirty days prior to the beginning of a fiscal year.

(u) **Property** shall mean and refer to all real property, including residential, commercial and Common Area, which is subject to this Deed, together with such other real property as may from time to time be subjected to this Deed under the provisions of Article II.

(v) **Resale Certificate** shall mean and refer to a certificate for a Lot, signed by a duly authorized officer of the Association or Cluster (or his designee), which sets forth any Assessments which are due and, in the case of the Association, certifies as to whether or not there are violations of Article VI of this Deed existing as to such Lot, all as of the date specified in the certificate.

(w) **Reston Documents** shall mean and refer to this Deed and to the articles of incorporation and bylaws of the Association, each as may be duly amended from time to time.

(x) **Reston Master Plan** shall mean and refer to the Reston Master Plan approved by Fairfax County, as may be amended by the County from time to time.

Section I.2. Interpretation.

(a) Whenever a "majority vote" or "two-thirds vote" is specified, it shall mean a majority or two-thirds vote, by voting power, of those persons actually voting on a matter, and that, unless otherwise provided by the Reston Documents or law, at least ten percent of the eligible votes are cast on such matter.

(b) Unless the context requires otherwise, the singular shall include the plural and vice versa and the use of one gender shall include all genders.

(c) The use of the term "including" shall mean "including, without limitation".

Article II

Property Subject to This Deed

Section II.1. Existing Property. The property which shall be subject to this Deed includes any real property located in Reston, Fairfax County, Virginia, which, as of the effective date hereof, is either subject to the Deeds of Dedication or subject to a deed which incorporates by reference the protective covenants and restrictions of the Deeds of Dedication.

Section II.2. Additions to Existing Property. Additional property may become subject to this Deed in the following manner:

(a) **Additions by the Developer.** The Developer shall have the right to subject to this Deed additional properties which lie within the land area represented by the Reston Master Plan.

(b) **Other Additions.** Additional property, other than that included in the Reston Master Plan, may be added to the existing property upon approval in writing by the Board of Directors, pursuant to conditions set forth in the Association bylaws.

(c) **Method.** The additions authorized by this Section

shall be made by complying with the requirements of the Fairfax County Zoning Ordinance and by filing of record one or more deeds with respect to the additional property which incorporates this Deed by reference.

Article III

The Reston Home Owners Association

Section III.1. The Association. The Association is a nonstock membership corporation organized and existing under the laws of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Reston Documents.

Section III.2. Purposes of the Association. The purposes of the Association are:

(a) To interpret, administer and enforce the protective covenants and restrictions of this Deed in such a manner as to conserve and protect the value of all property subject to the Deed.

(b) For the benefit of the Members, to acquire, own and lease property, real or personal, and to improve, administer and maintain such property in neat and good order.

(c) To assess, collect and disburse the Assessments and charges authorized by this Deed.

(d) To promote the peace, health, comfort, safety and general welfare of the Members.

(e) To do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof.

Section III.3. Membership.

(a) Members.

(1) **Category A.** Category A Members shall include all Owners of Lots except Lots owned by Category B Members.

(2) **Category B.** Category B Members shall include all Owners of Lots on which a Multifamily Dwelling is constructed. Category B membership shall terminate forever and be converted to Category A membership when the aggregate number of Apartment Units represents less than five percent of the total number of Lots and Apartment Units on the Property.

(3) **Category C.** Category C Members shall be all Occupants of residential units on the Property.

(b) Voting Rights.

(1) **Category A Members.** For purposes of electing directors, voting on amendments to the Reston Documents, mergers, Common Area conveyance to a public agency, such financial referenda as provided in Article V, and such other matters as may be provided for in the Association bylaws or brought to them by the Board of Directors, a Category A Member shall be entitled to cast one vote per Lot owned. No more than one Category A vote per Lot may be cast.

(2) Category B Members.

a) For purposes of electing the director provided for in Section III.4(a) and voting on amendments as provided in Section VIII.2(a), each category B Member shall have the number of votes equal to the number of Apartment Units constructed on his Lot or Lots.

b) For purposes of voting on amendments to pro-

visions of the Reston Documents other than those enumerated in Section VIII.2(a), on mergers, Common Area conveyance to a public agency, financial referenda as provided in Article V, and such other matters as may be provided for in the Association bylaws or brought to them by the Board of Directors, each Category B Member shall have one vote for each Lot owned on which a Multifamily Dwelling is constructed.

c) Upon termination of the Category B membership, each such Member shall become a Category A Member, entitled to exercise one vote for each Lot owned.

(3) **Category C Members.** For purposes of electing directors, an adult Category C Member shall be entitled to cast one vote for the residential unit he occupies. No more than one Category C vote per unit may be cast. Except as may be provided in the Association bylaws, in all other cases a Category C member shall not be entitled to vote.

(c) Exercise of Vote.

(1) **Individual Members.** If more than one natural person is entitled to a vote, such vote may be exercised by any one of them, unless any objection or protest by another holding that vote is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

(2) **Other Members.** The vote which is held by a partnership, corporation, joint venture or other such entity shall be exercised only by the representative of such Owner who is so designated by that entity, in writing, to the Secretary of the Association.

(3) **Aggregate Voting.** When more than one category of members are to vote on an issue, the votes of all Members voting shall be counted together as one class for purposes of determining participation and a majority.

(4) **Multiple Votes.** Any person or entity qualifying as a Member of more than one voting category may exercise those votes to which he is entitled for each such category.

(d) Other Rights.

(1) Except for employees of the Association, any Member who is eligible to vote for directors and is a resident of Reston may serve as an elected director.

(2) Any Member may serve as an officer of the Association.

(3) Subject to the provisions of Section IV.2, Members and their guests have the right of access to and the use of the Common Area.

(4) Pursuant to procedures adopted by the Board of Directors, Members shall have the right to be heard at meetings of the Board and of the Members.

(5) Members may examine the books and records of the Association (except personnel records and other privileged materials) in accordance with reasonable procedures adopted by the Board of Directors.

(6) In connection with the sale of a Lot and upon paying a reasonable service charge, an Owner may obtain a Resale Certificate prepared by the Association. The transferee of such Lot shall be entitled to rely on such certificate and shall not be liable for any unpaid Assessments or violations which do not appear on such

certificate.

(7) Membership rights which are held by a partnership, corporation, joint venture or other such entity shall be exercised only by the representative of such Owner who is so designated in writing to the Secretary of the Association.

(e) Responsibilities.

(1) Members shall comply with the provisions contained in this Deed and with rules and regulations adopted by the Board of Directors as authorized by the Reston Documents.

(2) Owner Members shall be personally liable, jointly and severally, for the payment of all lienable Assessments and charges that are assessed against their Lot during the period of their ownership and as provided in Section V.1.

Section III.4. The Board of Directors.

(a) **Composition.** The number, terms, manner of election and removal of directors and officers shall be as provided in the Association articles of incorporation and bylaws. The Developer shall have the right to appoint one director. Category B Members shall have the right to elect one director. The remainder of the directors shall be elected by the voting Members other than the Category B Members.

(b) **Extent of Power.** The Board of Directors shall have all powers necessary and appropriate for carrying out the purposes of the Association which are enabled by law or the Reston Documents and which are not specifically reserved to Members, the Developer or the Design Review Board.

Section III.5. The Design Review Board.

(a) **Composition.** The number, terms, manner of appointment and removal of members of the Design Review Board shall be as provided in the Association bylaws subject to the following. A majority of the Design Review Board shall consist of architects, landscape architects and/or land planners. The Developer and Board of Directors shall jointly appoint one member and shall each appoint an equal number of the other members. If the Developer fails to reappoint or make a new appointment within sixty days of either the expiration of a term or a vacancy among its appointees, the Board of Directors shall make such appointment.

(b) Extent of Power.

(1) The Design Review Board shall have the power to interpret, administer and render decisions involving the design covenants in Section VI.1 in accordance with duly adopted and published Design Guidelines, all as provided in this Deed and the Association bylaws. It shall not have the power to enforce such covenants.

(2) The Design Review Board shall be considered an independent agency of the Association. It shall have the authority to bind the Association for purposes of implementing its powers as defined in Paragraph (b) (1). It shall not have standing to sue in its own name.

**Article IV
Common Area**

Section IV.1. Obligation of the Association. For the benefit of the Members, the Association shall be respon-

sible for the management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section IV.2. Members' Easement of Use and Enjoyment. Every Member shall have an easement of use and enjoyment over the Common Area, subject to the following:

(a) The right of the Board of Directors to establish rules and reasonable admission and other fees for the use of the Common Area.

(b) The right of the Board of Directors to suspend the right of a Member to use the recreational facilities of the Association and other Common Area for any period during which any Assessment, or any portion thereof on property owned or occupied by the Member, remains unpaid after the due date or dates until such default has been remedied.

(c) The right of the Board of Directors, after affording the Member the opportunity to be heard, to suspend the right of a Member to use the recreational facilities of the Association and other Common Area for a one or more successive periods, not to exceed sixty days each, for any violation of rules governing use of the Common Area.

(d) The right of the Board of Directors to permit non-Members to use the recreational facilities of the Association and other Common Area, and to establish, if it sees fit, different fees for use by Members and non-Members.

(e) Such restrictions as may exist in any deed conveying portions of the Common Area to the Association.

(f) The right of the Board of Directors to convey all or part of the Common Area, as follows:

(1) To public agencies, subject to the approval of the Developer and at least two-thirds of the votes of the Category A and B Members voting in a referendum in which at least forty percent, by voting power, of such Members participate; except, membership approval shall not be required for voluntary conveyance of land that would otherwise be taken by the power of eminent domain.

(2) For minor boundary adjustments.

(3) In an exchange of improved or unimproved land, subject to the approval of the Developer, and after a public hearing for which Notice has been provided to the Members.

(4) To Cluster Associations or other associations organized for similar purposes, provided such conveyed area shall remain as open space as defined by the Fairfax County Zoning Ordinance.

(g) The right of the Board of Directors to grant easements or the right of access over the Common Area.

Section IV.3. Conveyance by the Developer. The Developer, subject to securing the applicable permits, may convey unimproved or improved land to the Association to be held as Common Area or may construct improvements on the Common Area which shall thereafter be the property of the Association, provided such land is conveyed or improvements constructed free and clear of financial encumbrances. Except for unimproved land, such conveyance or construction must have the prior approval of the Board of Directors and Board approval shall not

be unreasonably withheld.

Section IV.4. Protection of Common Area. No Common Area may be subdivided, altered or modified except as provided herein without the prior approval of the Design Review Board and, if required by its zoning ordinance, by Fairfax County.

Article V Covenant for Assessments

Section V.1. Acceptance. Each Owner covenants and agrees to pay to the Association, as his personal obligation, such Assessments as are established herein and levied by the Association. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of his Lot. Except as provided in Section III.3(d)(6), in case of voluntary conveyance, the grantee and the grantor shall be liable, jointly and severally, for any unpaid Assessments outstanding at the time of conveyance.

Section V.2. Creation of the Lien. All Assessments shall be a continuing lien upon the property against which each such Assessment is made. The lien shall attach when the Assessment is established by the Board of Directors and no filing of a memorandum of lien or other action shall be necessary to perfect it.

Section V.3. Effect of Sale or Transfer of Lot. The sale or transfer of any Lot shall not affect the lien of Assessments that accrued prior to the date of such sale or transfer. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, but shall not extinguish the personal liability of the Owner for such unpaid Assessments.

Section V.4. Priority of Lien. The lien of Assessments provided for herein shall be subordinate to the lien of any first deed of trust, except for Assessments which accrued prior to the date such deed of trust was recorded. The lien of Assessments shall be superior to the lien of any condominium, Cluster or cooperative assessment, except for such assessments as shall have accrued prior to the date of establishment of any Association Assessment.

Section V.5. Annual Assessment.

(a) The Annual Assessment shall be assessed against all Lots on the Property.

(b) The Annual Assessment shall be in an amount appropriate to and used exclusively to carry out the purposes of the Association as set forth in Section III.2.

(c) Annually the Board of Directors shall fix the amount of the Annual Assessment and set the date or dates such Assessment shall become due. If the Board fails to fix the amount of the Assessment prior to the beginning of any fiscal year, the amount of the previous year's Assessment shall apply to the new year.

(d) If the Annual Assessment 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 Assessment immediately due and payable.

Section V.6. Special Assessment. The Board of Directors may levy at any time a Special Assessment against

some or all of the Lots on the Property, applicable to not more than ten years, for the purpose of defraying, in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or other property, including fixtures and personal property thereon, *provided* such Assessment is approved by a majority vote of those Category A and B Members whose Lots would be subject to the proposed assessment. If a Special Assessment is to be paid in installments, upon default of any such installment, the Board may declare those installments payable within the fiscal year immediately due and payable.

Section V.7. Basis. The Basis for the Annual and any Special Assessment against Lots shall be as provided in the Association bylaws.

Section V.8. Maximum Assessment.

(a) In any one year, the sum of the Annual and any Special Assessment, attributable to that year, with respect to any Lot shall not exceed the lesser of:

(1) **Percentage Cap.** One-half of one percent of the assessed valuation, as determined for tax purposes from time to time by Fairfax County, of such Lot and improvements thereon; or

(2) **Maximum Dollar Amount.** Two hundred fifty dollars per lot or Apartment Unit, automatically adjusted as of the beginning of each fiscal year by the Percentage Change in the Consumer Price Index. This maximum dollar amount and/or the Consumer Price Index reference date in Section I.1(t) may be modified or waived for one or more years with the approval of the Board of Directors and a majority vote of the Category A Members.

(b) The limitation imposed by this Section shall not apply to any admission or other fees for use of the Common Area established by the Board of Directors, to a Maintenance Assessment under Section V.9 or to other charges enumerated in Section V.10.

Section V.9. Maintenance Assessment. The Association may levy a Maintenance Assessment on any property whose owner fails to maintain or restore such property, as provided in Sections VI.2(a), VI.2(b), VI.2(f) and VI.2(g). The Assessment shall be limited to the amount necessary to meet the cost of any maintenance or restoration and other charges, if any, as provided in Section V.10.

Section V.10. Other Charges. The Association may charge an Owner: a) a late fee on an overdue Assessment, not to exceed ten percent of the Assessment; b) the costs, including attorney's fees and court costs, for collection of Assessments and of enforcing any of the provisions of this Deed; and c) interest on overdue sums, up to the maximum rate permitted by law. Any such charges shall be added to and become a part of the lienable Assessment on the Lot and they may be awarded by a court as part of its judgment in any proceeding in law or equity.

Article VI Protective Covenants and Easements

Section VI.1. Design Covenants.

(a) **Objectives.** The objectives of the design covenants are:

(1) To promote those qualities in the environment which bring value to the Property.

(2) To foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

(b) Standards. The Design Review Board shall apply the following standards in making its decisions:

(1) The harmony of the exterior appearance of the proposed improvement or alteration with the overall community design of the Property.

(2) The location of the proposed improvement or alteration, the character of the proposed use, and the effect upon surrounding property and uses thereof, including pedestrian and vehicular traffic patterns, impact of noise and exterior lighting, privacy, obstruction of view and any other factor which may affect the desirability or suitability of the proposal.

(3) The character and quality of the exterior materials and workmanship.

(4) The timing of completion.

(c) Requirements.

(1) **Improvements.** Unless and until a plan of construction is approved by the Design Review Board, no structure or appurtenance thereto, whether of a temporary or permanent nature and whether or not affixed to the ground, shall be commenced, erected, installed, added or permitted to remain on the Property. The plans for initial grading and landscaping of any property shall also require the prior approval of the Design Review Board.

(2) **Alterations.** Unless and until a plan of alteration is approved by the Design Review Board, no alteration or repair, including change in exterior color, shall be undertaken which affects the external appearance of any improvements to the Property or of any lake shoreline or which has more than an insubstantial effect on drainage patterns or topography.

(3) **Change in Use.** No building on the Property shall be used for a type of use other than that for which it was originally designed without the approval of the Design Review Board.

(4) **Trees.** Mature, live trees on the Property, as defined in the Design Guidelines, may not be cut down or removed without the prior approval of the Design Review Board.

(5) **Signs.** No signs shall be erected or installed on the Property, except: a) signs approved by the Design Review Board or b) temporary signs which conform to the Design Guidelines.

(6) **Antenna.** No antenna shall be located in any area exposed to view, unless approved by the Design Review Board.

(d) Design Guidelines.

(1) The Design Review Board shall adopt, after Notice and public hearing, and publish Design Guidelines for the application of these design covenants.

(2) The Design Guidelines are intended to assist the Design Review Board and owners of the Property in the ongoing process of community design and shall include:

a) Aspects and objectives of review,

b) Principles and criteria used in applying the

foregoing standards to achieve the required objectives.

c) Specifications for a plan of construction or alteration,

d) Review and appeal procedures consistent with the Association bylaws.

e) Optional, but generally acceptable, methods for achieving the required objectives in particular design problems frequently encountered on the Property, and

f) Such other topics as may be appropriate or required by the Reston Documents.

Section VI.2. Use of Property.

(a) Vegetation. No tree or plant of any kind shall be installed or maintained in such a manner as to obstruct pathways, sidewalks or sight lines of vehicular traffic or, in the opinion of the Board of Directors, as to be detrimental to neighboring property.

(b) Refuse and Debris. Storage or disposal of refuse or debris on the Common Area or in the lakes is prohibited. Storage of refuse or debris exposed to view is prohibited on any other part of the Property, except for temporary placement of such refuse awaiting pickup.

(c) Boats. Except for emergencies or Association-authorized maintenance, no boats greater than eighteen feet in overall length and no boats powered by internal combustion engines shall be allowed on the lakes.

(d) Vehicles. No vehicle or trailer may be parked or kept on the Property except on driveways or in parking areas approved by the Design Review Board. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and for Association-authorized maintenance vehicles.

(e) Utility Lines. No overhead utility supply lines, including for cable television, shall be permitted on the Property, except for temporary lines as required during construction.

(f) Restoration. A building which is attached by any part of its structure to another building on a different lot, the external appearance of which has been damaged or destroyed by fire or other casualty, shall be restored substantially to its original appearance in a reasonable time, unless otherwise approved by the Board of Directors.

(g) Maintenance of Improvements. Each Owner and owner of commercial property shall keep all improvements owned by him in good order and repair, such that the appearance of the property, in the opinion of the Board of Directors, is not detrimental to adjoining properties and is consistent with the maintenance standards in the Design Guidelines.

(h) Failure to Maintain.

(1) If an owner fails to maintain his land in accordance with Sections VI.2(a) and VI.2(b), his improvements in accordance with Section VI.2(g), or restore his improvements in accordance with Section VI.2(f), the Board of Directors, by a two-thirds vote, may cause the necessary work to be performed. At least twenty days prior to commencing such work, the Board shall give the owner actual notice of the intent to take such action and afford the owner an opportunity to be heard. After taking such action the Board shall assess a Maintenance Assessment as provided in Section V.9.

(2) In lieu of the foregoing, after affording the owner an opportunity to be heard the board, by a two-thirds vote, may seek to obtain a mandatory injunction from a court of competent jurisdiction requiring the owner to perform the necessary maintenance or restoration, or to permit the Association to enter the property to perform the necessary work. If such petition is granted, the cost of such proceeding shall become a Maintenance Assessment against the property, as provided in Section V. 9.

Section VI.3. Residential Property.

(a) **Non-residential Use.** Residential property shall be used only for residential purposes and such accessory uses and home occupations as permitted by guidelines adopted and published by the Board of Directors; except, residential units may be used as model homes or temporary real estate sales offices by the Developer or those builders selling or leasing residential units on the Property.

(b) **Outdoor Drying Lines.** No laundry or clothing shall be aired or dried in any area exposed to view. Outdoor drying areas are permitted only in screened or fenced locations approved by the Design Review Board.

(c) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; except a reasonable number of common household pets may be kept, as long as they are not raised, bred or kept for commercial purposes.

(d) **Air-Conditioning Units.** In any residential Cluster in which central air-conditioning service is available to the Lot line, no individual air-conditioning units of any type shall be permitted. This covenant may only be amended or revoked by at least a two-thirds vote of the Category A Members of all residential Clusters on the service.

Section VI.4. Easements.

(a) **By the Developer.** Until its rights as Developer cease and for a period of one year thereafter, the right to grant easements for the underground installation, replacement and maintenance of utilities, supply and transmission lines and drainage facilities, including ingress and egress for such purposes, is reserved to the Developer throughout the Property. Except for the easement of ingress and egress, no such easements shall be granted in approved building and residential driveway areas of Lots.

(b) **By the Association.** Provided no other reasonable access is available, the Association shall have an easement of ingress and egress over the Property for the repair and maintenance of the Common Area and for enforcement of this Deed.

(c) **Conditions.** The foregoing rights of easement shall be exercised only after timely notice is given to affected owners, unless an emergency exists which precludes such notice. Any property damaged shall be restored promptly to its original or equivalent condition at the expense of the party causing such damage.

Article VII Clusters

Section VII.1. Cluster Associations.

(a) **The Association.** Prior to the conveyance of the first Lot within a Cluster to an Owner, the Developer shall cause a Cluster Association to be incorporated as a nonstock membership corporation under the laws of Virginia.

(b) **Purposes.** The purposes of a Cluster Association are to own, manage, maintain, improve and beautify Cluster Common Area, to promote the peace, health, comfort, safety and general welfare of the Owners and Occupants of the Cluster, and to collect and disburse the Assessments and charges authorized by this Article.

(c) **Membership.** Members shall include all Owners of Lots within the Cluster, and may include such other members as are provided in the Cluster Association articles of incorporation. The voting rights of members shall be as defined in the Cluster Association articles of incorporation.

(d) Board of Directors.

(1) **Composition.** The number and manner of election of the directors and officers shall be as provided in the articles of incorporation and bylaws of each Cluster Association.

(2) **Extent of Power.** The Cluster Association Board of Directors shall have all powers needed to carry out the purposes of the Cluster Association which are enabled by law or this Article and which are not specifically reserved to the members or the Developer, including the right to:

a) Permit payment of the annual Assessment in installments and to declare the entire balance of such assessment immediately due and payable upon default in the payment of any such installment,

b) Charge a late fee on a delinquent Cluster Assessment and charge interest on delinquent Assessments and charges,

c) Assess the costs, including attorney's fees and court costs, of collecting delinquent Assessments and charges and of enforcing Cluster rules, and

d) Provide exterior maintenance on any portion of all residential units, accessory structures or Lots in the Cluster, if, after Notice, such maintenance is approved by at least a two-thirds vote of the Category A Members of the Cluster.

Section VII.2. Cluster Common Area.

(a) **Conveyance.** Title to a Cluster Common Area shall be conveyed to the Cluster Association, free and clear of financial encumbrances, prior to conveyance of the first Lot in a Cluster to an Owner who is not the builder. In the event the Cluster is developed in phases, the Cluster Common Area in each phase shall be conveyed prior to conveyance of the first Lot in that phase. Improvements to the Common Area, shown on a final development or site plan of a Cluster or phase thereof, as approved by the Design Review Board, need not be made at the time of conveyance of such Common Area, but shall be completed by the builder prior to or upon substantial completion of the Cluster or Cluster phase, as the case may be.

(b) **Right of Enjoyment.** Every Cluster member shall have the right of enjoyment of the Cluster Common Area, and may delegate such right to members of his family, tenants or guests, subject to the following:

(1) The right of the Cluster Association Board of Directors, after Notice and hearing, to establish reasonable rules of use, including parking rules. Such board periodically shall publicize such rules as may be in effect.

(2) The right of the Cluster Association Board of Directors to establish reasonable charges for the use of carpports, parking, storage or other facilities on Cluster Common Area.

(3) The right of the Cluster Association Board of Directors to exchange Cluster Common Area with the Association, provided such area shall remain open space, as defined by the Fairfax County Zoning Ordinance, and subject to the approval of a majority vote of the Owners of property within the Cluster.

(4) The right of the Cluster Association Board of Directors to grant easements or right of access over the Cluster Common Area.

Section VII.3. Cluster Assessments.

(a) **Purpose and Amount.** Cluster Assessments shall be in an amount appropriate to and used exclusively to carry out the purposes of the Cluster Association, to establish reserves for repair and replacement of Cluster property, and to improve Cluster Common Area and other property and improvements owned or leased by the Cluster Association. The provisions of Section V.1 shall apply to Cluster Assessments.

(b) **Lien.** Cluster Assessments and charges authorized in this Article shall be a continuing lien upon the Lot against which each such Assessment is made. Except as provided in Section VII.5, the provisions of Sections V.2, V.3 and V.4 shall apply to the lien of Cluster Assessments.

(c) **Annual Assessment.** Each Cluster Association Board of Directors annually shall fix the Assessment against each Lot on a fair and equitable Basis, and the date or dates such Assessment shall come due. If the Board fails to fix the amount of the Assessment prior to the beginning of any fiscal year, the amount of the previous year's Assessment shall apply to the new year.

(d) **Special Assessment.** A Cluster Association Board of Directors may levy at any time a Special Assessment against some or all of the Lots in the Cluster, applicable to not more than ten years, for the purpose of defraying in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Cluster Common Area or other property, including fixtures and personal property thereon, *provided* such Assessment is approved by a majority vote of the affected Category A Members in the Cluster.

Section VII.4. Party Walls.

(a) **General Rules of Law.** Each wall or fence that is built on the dividing line between two or more Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) **Rights of Owners.** Owners of contiguous Lots who have a party wall or party fence shall equally have the right to use such wall or fence, provided that such use

by one Owner does not interfere with the use and enjoyment of same by the other Owners. There shall be no impairment of the structural integrity of any party wall or fence without the prior consent of all affected Owners.

(c) **Damage or Destruction.** In the event that any party wall or fence is damaged or destroyed (including deterioration from ordinary wear and tear or lapse of time), it shall be the obligation of all Owners whose Lots adjoin such wall or fence to restore it promptly at their joint and equal expense, *unless* such damage is caused through the act of less than all Owners, whereupon it shall be the obligation of such Owners to restore promptly such wall or fence without cost to the adjoining Owner or Owners not causing such damage.

(d) **Arbitration.** In the event of any dispute concerning a party wall or fence, each Owner shall choose one arbitrator, who jointly shall choose an additional arbitrator, and their decision with respect to the dispute shall be by a majority and shall be binding upon the Owners.

Section VII.5. Developer Licenses. Perpetual exclusive licenses, including the privilege of ingress and egress, for the use and occupancy of parking spaces, garages and storage areas on the Cluster Common Area within certain Clusters have been or may be assigned by the Developer to certain Lots within the Cluster. Unless the license provides otherwise, such license shall pass with the title to the Lot to which it is assigned and may be leased by the Owner to other Owners or Occupants within the Cluster for successive terms of one year or less. The Cluster Association shall be responsible for the maintenance, repair and replacement of such areas and may assess such costs against the benefited Lots.

Section VII.6. Resale Certificate. In connection with the sale of a Lot and upon paying a reasonable service charge, an Owner may obtain a Resale Certificate prepared by the Cluster Association. The transferee of such Lot shall be entitled to rely on such certificate and shall not be liable for any unpaid Cluster Assessments which do not appear on such certificate.

Article VIII General Provisions

Section VIII.1. Duration. The protective covenants and restrictions contained in this Deed shall continue in full force and effect until January 1, 2005 and shall then be continued automatically for successive periods of twenty years each, unless prior to the expiration of any such date or period, an amendment or vacation of this Deed is executed and acknowledged by the Members who represent more than fifty percent of the Category A and B votes and filed of record. In the event the protective covenants and restrictions of this Deed are vacated and the Category A and B Members determine to dissolve the Association in accordance with law, the Common Area shall not be disposed of, by sale or otherwise, except to an organization with similar purposes, without first offering to dedicate the same to Fairfax County or other appropriate governmental agency.

Section VIII.2. Amendment to Provisions of this Deed.

(a) An amendment to Section III.3(b)(2), to Section III.4(a), insofar as it pertains to the Category B Members, to Section V.8(a)(1), and/or to this Section VIII.2(a) shall require 1) the prior approval of the Board of Directors and a majority vote, by voting power, of the Category B Members, and 2) approval by more than a two-thirds vote of the Category A Members in a referendum in which at least forty percent of such Members participate.

(b) As long as the Developer has rights as the Developer, any amendment affecting the Developer's enumerated rights shall require 1) the prior approval of the Board of Directors and the Developer and 2) approval by more than a two-thirds vote of the Category A and B Members in a referendum in which at least forty percent of such Members participate.

(c) Except as otherwise provided in Section VI.3(d), all other amendments shall require the approval of the Board of Directors and more than a two-thirds vote of the Category A and B Members in a referendum in which at least forty percent of such Members participate.

(d) An amendment shall become effective when a deed setting forth such amendment, executed and acknowledged by the President and Secretary of the Association, and containing a certification that the amendment procedures set forth herein have been complied with, shall have been recorded among the land records of Fairfax County or on such later date as may be specified in the deed of amendment.

(e) Any procedural challenge to an amendment must be made within one year of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions in this Deed.

Section VIII.3. Enforcement.

(a) The Association, any Cluster Association, any condominium association or housing cooperative within the Property, and any Owner shall have the right to enforce all provisions in this Deed by any proceeding at law or in equity.

(b) The Association shall have the right to record among the land records of Fairfax County a notice of violation of any provision of this Deed and to charge the offending owner the cost of recording and removing such notice in accordance with Section V.10.

(c) Failure to enforce any provision of this Deed shall in no event be deemed a waiver of the right to do so thereafter, nor shall any liability attach to the Association or any other person or organization for failure to enforce such provision.

Section VIII.4. Termination of Developer Rights. The rights and obligations of the Developer which are enumerated in this Deed shall cease when development of the property included in the Reston Master Plan is substantially complete, or on January 1, 2000, whichever occurs first, or upon an earlier recorded waiver of such rights by the Developer.

Section VIII.5. Severability. The determination by any court that any provision of this Deed is unenforceable, invalid or void shall not affect the enforceability or validity of any of the other provisions.

Section VIII.6. Interpretation. This Deed shall be

liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability and desirability of the Property. The Board of Directors shall have the right to interpret all provisions of the Reston Documents, except Section VI.1 of this Deed.

Section VIII.7. Conflict. In the event of conflict among the Reston Documents, this Deed shall control, then the Association articles of incorporation, and then the Association bylaws.

Section VIII.8. Effect of Prior Deeds of Dedication. This Deed is intended to replace in all respects the former provisions of the Deeds of Dedication and shall apply to all the Property from and after the effective date, except that:

(a) Any delinquent Assessments in favor of the Association or any Cluster Association which became due prior to January 1, 1985 shall continue as a lien against the Lot in question and as the personal liability of the Owner, as provided under the prior Deeds of Dedication, but the collection thereof shall be governed by the provisions of this Deed.

(b) Any use of the Property which is actually being carried on as of January 1, 1985 and which is permissible under the prior Deeds of Dedication shall continue to be permitted for so long as it is carried on continuously by the same person on the same Lot or other portion of the Property, even if such use would not otherwise be permissible under the terms of this Deed.

(c) The decisions of the Architectural Board of Review under the prior Deeds of Dedication shall continue in full force and effect, and the Design Review Board, the Association and all affected owners shall be bound thereby. The Design Review Board shall decide all pending applications and hear all appeals that the Architectural Board of Review would have decided or heard. To the extent not inconsistent with the Reston Documents, the Architectural Board of Review Design Book and procedures shall continue to apply until the Design Review Board adopts the Design Guidelines as provided herein.

Section VIII.9. Effective Date. This Deed of Amendment shall become effective January 1, 1985, except Section III.4(a) shall become effective at the 1985 annual meeting of Members, and further, the provisions in that Section shall not have the effect of shortening the term of any incumbent director.

III. Affected Property

The property upon which such amendments are intended to be operative shall be each and every Lot or other parcel of the Property or additional property which is now or hereafter subjected to the provisions of the aforesaid Deeds of Dedication.

IV. Procedural Statement

A resolution adopting such amendments was duly adopted at a duly held special meeting of the directors of Reston Home Owners Association on November 1, 1984, pursuant to due notice, at which meeting a quorum was present and voting, after the resolution was voted on by members of the Association at a duly held annual meeting of the membership on October 17, 1984, pursuant to due notice. At such meeting of members (i) a

majority by voting power of the owners of multi-family dwellings entitled to vote thereon had voted in favor of the changes; (ii) not more than 20% of the votes of members of the Association entitled to vote thereon were cast against the change contained in Section VI.2 (g) of the new covenants; and (iii) not more than 10% of the votes of members of the Association entitled to vote thereon were cast against the remaining changes.

IN WITNESS WHEREOF, the Reston Home Owners Association has caused this Deed of Amendment to be executed by its duly authorized officers the day and year first above written.

RESTON HOME OWNERS ASSOCIATION

BY: Susan E. Jones
President

ATTEST:

Thomas S. Kenny
Secretary

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, whose commission expires on the 9th day of August, 1987, do hereby certify that SUSAN JONES, President of RESTON HOMEOWNERS ASSOCIATION, whose name is signed to the foregoing document, bearing date on the 20th day of December, 1984, this day acknowledged the same before me in my jurisdiction aforesaid.

Elizabeth Q. Glennon
Notary Public

Fourth Articles of Amendment and Restatement of Articles of Incorporation of Reston Home Owners Association

Pursuant to the provisions of Section 13.1-235 *et seq.* of the 1950 Code of Virginia, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is RESTON HOME OWNERS ASSOCIATION.

2. The following amendment to and restatement of the Articles of Incorporation was adopted by the members of the Corporation at a special meeting on October 17, 1984:

RESOLVED, that the Articles of incorporation are hereby amended and restated as follows:

One

The name of the corporation is RESTON HOME OWNERS ASSOCIATION.

Two

The purposes of the Corporation are as set forth in Article III.2 of the Deed of Amendment, filed in the land records of the Clerk's Office, Fairfax County, Commonwealth of Virginia, in Deed Book 6072 at page 69; which is the most recent amendment to the Deeds of Dedication of Reston. A copy of the Deed of Amendment is attached hereto as Exhibit A, incorporated herein by reference and hereinafter referred to as the "Deed".

Three

Provisions for regulating the internal affairs of the Corporation are:

A. The Corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the earnings or assets of the Corporation shall be distributed, upon dissolution or otherwise, to any individual. The Corporation may pay compensation, including retirement benefits, in reasonable amounts to its members, directors or officers for services rendered.

B. The categories of members of the Corporation and their respective voting rights shall be as provided in Section III.3 of the Deed.

C. The management of the affairs of the Corporation shall be vested in the board of Directors, except for those powers reserved to the Design Review Board, the members and the Developer by the Deed. The directors may delegate such powers or authority to other persons or committees as it deems appropriate for the proper management of the Corporation.

D. The number, term and manner of election of directors and officers of the Corporation shall be as provided in the Bylaws of the Corporation and may only be altered by a vote of the members as provided in the Bylaws. The number of directors may be increased, or decreased to not less than nine (9), by amendment to the Bylaws of the Association. In the absence of any provision to the contrary in the Bylaws, the number of directors shall be fixed at nine (9). All directors must be members of the Corporation who are eligible to vote and who maintain a principal residence (as defined for state income tax purposes) on the property subject to the Deed, except such directors as may be appointed by the Developer or elected by Owners of Multifamily Dwellings in accordance with Section III.4 of the Deed. Members shall not be eligible to serve as a director while employed by the Association.

E. After providing an opportunity for the director to be heard, the Board of Directors, by a two-thirds vote, may remove any director for: 1) conviction by a court of a crime involving moral turpitude or of a breach of fiduciary duty toward the Corporation; 2) failure to disclose a material personal or economic conflict of interest on any matter on which he votes; 3) in the case of an elected director, failure to meet the qualifications for directors set forth in Paragraph D above; or, 4) absence from three consecutive board meetings without sufficient cause.

F. Each officer and director of the Corporation, each member of the Design Review Board, and each member of any body established in accordance with the Bylaws, in consideration of his services as such, shall be indemnified by the Corporation (except for gross negligence or willful misconduct) to the extent and in the cases permitted by law against expenses and liabilities reasonably incurred in connection with the defense of any action, suite or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director

or officer of the Corporation or member of a committee or of the Design Review Board. The forgoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled by law, agreement, vote of the members or otherwise.

Four

The names and addresses of the nine persons who comprise the Board of Directors at the time of this amendment are:

James C. Cleveland
1594 North Village Rd., Reston, VA 22094
Term Expires: April 1987

Susan E. Jones
11128 Timberhead Dr., Reston, VA 22091
Term Expires: April 1987

Robert B. McLean
1972 Winterport Cl., Reston, VA 22091
Term Expires: April 1987

Monroe E. Freeman, Jr.
11404 Orchard Lane, Reston, VA 22090
Term Expires: April 1986

Charles D. McGuire
2202 Guildmore Road, Reston, VA 22091
Term Expires: April 1986

Francis C. Steinbauer
2501 Fowlers Lane, Reston, VA 22091
Term Expires: April 1986

Don M. Hinchee
11809 Foxclove Road, Reston VA 22091
Term Expires: April 1985

Elizabeth A. Schultz
2481 Freetown Drive, Reston, VA 22091
Term Expires: April 1985

Michael C. Was
2121 Owls Cove Lane, Reston, VA 22091
Term Expires: April 1985

Five

The Corporation shall have the right to amend, alter, change or repeal these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights or powers conferred herein and in the Bylaws on members, directors and officers are subject to this reservation.

3. At a meeting of the Board of Directors on September 6, 1984, the amendments recited in Number 2 above were found to be in the best interests of the Corporation and were directed to be submitted to a vote at a special meeting of the members to be held on October 17, 1984. Notice was given in the manner specified as provided in the 1950 Code of Virginia, as amended, such notice having been published in a newspaper having a general circulation in Fairfax County on September 14 and September 21, 1984 (stating that copies of the proposed amendments will be supplied to members on request), and mailed, together with a copy of the proposed amendments, to each voting member of the Corporation on September 22, 1984. The special meeting of the members of the corporation took place on October 17, 1984, at which meeting a quorum was present and the amendment was adopted by a vote of more than two-thirds of those present or represented at the meeting.

Dated: December 21, 1984

RESTON HOME OWNERS ASSOCIATION

By: Susan E. Jones
President

By: Thomas S. Kenny
Secretary

Bylaws of Reston Home Owners Association

Article I Name

The name of the corporation is Reston Home Owners Association, hereinafter referred to as the "Association".

Article II Definitions

The words capitalized in these bylaws shall be defined as in Article I of the Deed of Amendment to the Deeds of Dedication of Reston, recorded among the land records of Fairfax County, Virginia, in Deed Book 6072 at page 69, hereinafter referred to as the "Deed", and the rules of interpretation set forth in that Article shall also apply.

Article III Policies

Consistent with the purposes of the Association set forth in the Deed, it shall be the policy of the Association to:

1. Foster the fullest usage of the lands and facilities managed by it and serve the leisure time needs of the residents by establishing and seeking actively to have established leisure time programs in the Association facilities and lands.
2. Encourage the involvement of other organizations and agencies in promoting the peace, health, comfort, safety and general welfare of Reston residents.
3. Represent its interests, where appropriate, before public and private organizations.
4. Encourage maximum volunteer member participation in the affairs of the Association.
5. Utilize professional management necessary to assure attainment of Association purposes and these and other policies as may be established by the Board of Directors.

Article IV Meetings of Members and Referenda

Section IV.1. Meetings of Members.

(a) **Annual Meeting.** The annual meeting of Members shall be held on the second Tuesday in April at the hour of eight p.m. The purposes of the annual meeting are: 1) to hear reports on the state of the Association, 2) to hear the results of the election of directors and any other referenda, and 3) to permit questions and comments

from the Members. If the date fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

(b) **Special Meetings.** Special meetings of Members may be called by the Board of Directors.

(c) Voting at Meetings.

(1) Because of the size of Reston, it is anticipated that no substantive votes will be conducted at meetings and that all such votes will be by referendum with no further voting to be conducted at the meeting.

(2) Where a vote on any question is required by law to be taken at a meeting, each referendum ballot on such question shall be considered a proxy which in effect directs the Secretary to cast only such votes as are specifically set forth on such ballot.

(d) **Quorum.** There shall be no quorum requirement for conduct of business at a meeting.

Section IV.2 Referenda.

(a) **Manner of Voting.** Elections and matters requiring a membership vote shall be submitted on a ballot or ballots to the Members in referendum by mail or at polling places in Reston. Ballots shall be returned to the Secretary or Assistant Secretary by the date specified on the ballot.

(b) **Administration.** The Board of Directors shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. It shall designate the number and location of polling places, if any.

(c) **Prior Hearing.** Except for elections and advisory votes, prior to a referendum the Board of Directors shall provide Notice for and conduct a hearing on all matters to be decided.

(d) **Advisory Referenda.** The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Reston Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

(e) **Quorum.** Unless otherwise provided by the Deed, the quorum for a referendum shall be ten percent of the votes of Members entitled to vote, except there shall be no quorum requirement for advisory votes.

Section IV.3. Notice.

(a) Notice of the annual meeting, referenda, or meetings where action by Members is required shall be provided to all Members entitled to vote at least ten days and no more than fifty days prior to such referendum or meeting, unless otherwise required by law.

(b) The Notice shall specify the matters to be voted upon and the method of voting. In the case of a meeting, the Notice shall include the purpose of such meeting. Where ballots are to be used, written Notice shall include such ballots.

(c) In the case of amendments to the Reston Documents or any ballot question which is accompanied by a Board recommendation, if three or more directors dissent from the Board recommendation, the Board shall make a good faith effort to present the minority view in the material accompanying the ballot. Any challenge to the adequacy of such presentation shall not serve to invalidate the vote.

Section IV.4. Administration. The Board of Directors may make such regulations as it deems advisable for any voting by Members, in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes and such other rules as it deems fit.

Article V Directors

Section V.1. Number and Composition. The Board of Directors shall consist of up to seven elected directors and up to four designated directors, as follows: for the year beginning at the 1985 annual meeting, there shall be four designated directors and seven elected directors; for the year beginning at the 1986 annual meeting, there shall be three designated directors and seven elected directors; for the year beginning at the 1987 annual meeting and thereafter, there shall be nine directors, of which up to two shall be designated directors and the remainder shall be elected directors.

Section V.2. Designated Directors.

(a) One designated director shall be elected by the Category B members. Upon expiration of the Category B membership, such designated seat shall be declared vacant and convert to an at-large elected seat which may be filled as provided in Section V.7.

(b) The remaining designated directors shall be appointed by the Developer. Incumbent directors on January 1, 1985, who are employees of or representatives of the Developer at that time shall be considered designated directors. Upon expiration of the Developer's rights as Developer, such designated seats shall be declared vacant and one seat shall convert to an at-large elected seat which may be filled as provided in Section V.7.

Section V.3. Elected Directors.

(a) There shall be at least three and no more than six at-large elected directors, elected by all Category A and C Members. Incumbent directors on January 1, 1985, who are not employees of or representatives of the Developer at that time shall be considered at-large elected directors.

(b) There shall be at least three and no more than four district elected directors, each of whom shall be a resident of a different district, as provided in paragraph (c) below, elected by the Category A and C Members who reside in his district.

(c) From time to time the Board of Directors, after Notice and hearing, shall determine the number and boundaries of the districts, such that there shall be at least three and no more than four reasonably compact and contiguous districts. Any change in the number or boundaries of districts shall not operate to shorten the term of any incumbent.

Section V.4. Term. Except as provided in Section V.2, directors shall serve three-year terms, and until their respective successors are elected. The terms of elected directors shall be staggered such that the term of at least one at-large director and one district director shall expire each year. No elected director may serve for more than two consecutive three-year terms.

Section V.5. Method of Nomination. Candidates for election shall file a petition of candidacy for an at-large or a district seat with the Secretary, by the date set by the Board of Directors. The petition shall be signed by Members of not less than twenty-five households who are eligible to vote for such seat. Elected directors must be residents of the Property throughout their term.

Section V.6. Method of Election. Election shall be by referendum. Cumulative voting is not permitted. Those candidates receiving the largest number of votes shall be elected. In case of a tie vote, the winner shall be determined by lot at the annual meeting.

Section V.7. Vacancies. A vacancy in an elected director seat may be filled by appointment by the remaining directors, even if less than a quorum, until the next election at which time the Category A and C Members shall elect a director to fill the unexpired term. A vacancy in a Developer designated seat shall be filled by the Developer. A vacancy in the Category B designated seat shall be filled by a majority of the votes of the Category B Members.

Section V.8. Meetings

(a) The annual meeting of the Board of Directors shall be held on the day following the annual meeting of Members, at a place and time to be set by the Board.

(b) The Board may provide by resolution for the holding of regular meetings without other notice than such resolution. The Board shall publicize the proposed agenda for each regular meeting and such agenda shall include a time period for comments from Members.

(c) Special meetings of the Board of Directors may be called by the President or at the request of any two directors. Notice of special meetings shall be provided to the directors at least two days in advance, by mail, telegram, telephone or hand delivery, unless waived by a director by attendance at the meeting or by written waiver signed before or after the meeting. The Board may also convene informally in meetings where no substantive decisions are made.

(d) All meetings of the Board of Directors shall be open to the Members, except the Board may meet in executive session on personnel and legal matters and on contract

negotiations, as determined by a majority of the Board. One or more directors may attend any meeting by conference telephone, such that each director can hear and be heard by all attendees. No meeting shall be improper or invalid by reason that such meeting or changes to the proposed agenda could not reasonably be publicized to the membership in advance.

Section V.9. Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the directors shall constitute a quorum for the transaction of business. A quorum of directors must be present at all times during a meeting, except as provided in Section V.7. If less than a quorum is present, a majority of those present may adjourn the meeting from time to time without further notice.

Section V.10. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be an act of the Board of Directors, unless a greater number is required by law or the Reston Documents. Any action which may be or is required to be taken at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors.

Section V.11. Compensation. Directors shall not receive any compensation for their services as such, but they may, by Board resolution, be reimbursed for expenses related to such service or to service as an officer of the Association.

Section V.12. Conflict of Interest. On any matter on which a director may have a conflict of interest with the interests of the Association, because he, members of his immediate family or his employer may have a material personal or economic interest in the matter under consideration, such director shall declare such possible conflict and may abstain from voting on the matter. Such director, however, may participate in the discussion on the matter and shall be counted toward the quorum for the meeting.

Article VI Officers

Section VI.1. Enumeration. The officers of the Association shall be a President, First Vice President, Executive Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers as it deems desirable. Any two or more offices may be held by the same person, except the offices of President, Executive Vice President and Secretary. The President and First Vice President shall be elected directors. The remaining officers need not be directors, but shall be residents of the Property.

Section VI.2. Election and Term. Except for the Executive Vice-president, officers shall be elected annually by the Board of Directors at its annual meeting and serve until their successors are duly elected. In order to assure professional management, the Board shall appoint an Executive Vice-president, who shall be qualified by reason of education and experience, and determine his tenure, compensation and other terms of employment.

Section VI.3. Removal. Any officer may be removed by

the Board of Directors whenever, in its judgement, the best interests of the Association will be served thereby.

Section VI.4. Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term. The First Vice President shall not automatically become President should a vacancy in that office occur.

Section VI.5. Powers and Duties. Except as otherwise provided by law or by the Reston Documents, the officers of the Association each shall have such powers and duties as generally pertain to their respective offices, and such powers and duties as may be conferred from time to time by the Board, subject to the following:

(a) The President shall be the chairman of the Board of Directors and all meetings of Members and shall *ex officio* be a member of all board committees (Section VIII.2). The President, as well as the Executive Vice President, shall have the authority to execute all deeds, contracts or other documents on behalf of the Association.

(b) The First Vice President shall exercise the duties of the President in his absence.

(c) The Executive Vice President shall be the chief executive officer of the Association and shall administer the affairs of the Association subject to the provisions of the Reston Documents and the policies of the Board of Directors. He shall, as well as the President, have authority to execute all deeds, contracts or other documents on behalf of the Association. He shall prepare annually a budget for the Association and upon its approval by the Board shall have the authority to disburse the sums appropriated. He shall be responsible for any monies of the Association coming into his possession, for keeping accounting records, for preparation of financial statements and reports, and for filing and paying timely tax returns. He shall have control over the Association's personnel and compensation schedules within limits of the approved budget. He shall hire employees upon merit and fitness alone, and when he deems it necessary for the good of the Association, shall suspend or remove employees in accordance with Board-adopted personnel policies. He may be required to give bond in such form and amount as may be determined by the Board. He shall name an Acting Executive Vice President to exercise his duties in his temporary absence.

Article VII Fiscal

Section VII.1. Basis for Assessments. Subject to the provision in the Deed for maximum Assessment on a Lot, the Basis for Assessments shall be an equal amount for each Apartment Unit or Lot. After filing proof of qualification with the Association, Owners of Lots or Apartment Units may be granted an Assessment reduction, as determined from time to time by the Board of Directors, provided 1) they qualify for real estate tax reduction by Fairfax County Ordinance, 2) their units are subsidized by the federal or state government, or 3) their units are designed and used primarily as housing for the elderly.

Section VII.2. Annual Budget. After Notice and hear-

ing and prior to the start of any fiscal year, the Board of Directors shall adopt an annual operating and capital budget and establish the annual Assessment. The Board of Directors may not commit funds in excess of the budgeted amount, unless approved by a two-thirds vote of the Board at a regular meeting. In case of emergency, the Board may commit such funds by a two-thirds vote at any meeting, but shall confirm such action at the next regular meeting.

Section VII.3. Reserves. The Board of Directors shall maintain an adequate level of reserve funds for the timely repair and replacement of capital improvements. Prior to adoption of each annual budget, it shall review the adequacy of such reserves.

Section VII.4. Insurance. The Board of Directors shall maintain adequate hazard and liability insurance at all times. At least annually, it shall review the adequacy of coverage in its insurance policies.

Section VII.5. Capital Improvements. Any one new capital improvement having an aggregate construction cost, exclusive of interest, in excess of two hundred thousand dollars, adjusted by the Percentage Increase from October 1984 in the Consumer Price Index, shall require the prior approval of a majority vote of Category A and B Members. The question to be voted upon shall be accompanied by a statement of projected operating costs for the first ten years and of the proposed method of funding. This provision shall not apply to the maintenance or replacement of capital improvements.

Article VIII Committees

Section VIII.1. Covenants Committee.

(a) The Board of Directors shall appoint a Covenants Committee comprised of four Members, one from each district, who are not directors, and one elected director. In addition, the principal legal counsel to the Association shall serve as an *ex officio*, non-voting member. The terms of the committee members shall be for three years, staggered so that at least one member is appointed or reappointed each year, except, if the director member ceases to be a director, the Board of Directors shall appoint another director to fill the unexpired term on the Covenants Committee.

(b) The Covenants Committee shall administer the Use of Property and Residential Property Covenants set forth in Sections VI.2 and VI.3 of the Deed. In connection with such duties, it shall:

(1) Consider and decide violations cases, in accordance with adopted procedures, after affording the accused an opportunity to be heard.

(2) Develop enforcement procedures which shall be subject to the approval of the Board of Directors.

(3) Have the power of the Board to withdraw privileges of use of the Common Area from persons who, in the judgement of the committee, are found in violation of the covenants.

(4) Consider requests for temporary exception permits which it may grant, with cause, by a two-thirds vote of the members.

(c) Appeals from committee decisions may be submitted in writing by any aggrieved party to the Board of Directors which shall thereupon decide if it will consider the appeal. After the Board acts, unless it decided to file a court suit, the person accused of the violation shall also have the right to submit his case to arbitration. In such case, the decision of the arbitrator(s) shall be binding.

Section VIII.2. Board Committees. By resolution, the Board may create board committees, comprised of directors and such staff and Members as it deems appropriate, to assist in the work of the Board. Such committees shall not have any authority of the Board unless it is specifically delegated by Board resolution.

Section VIII.3. Advisory Committees. By resolution, the Board may create advisory committees comprised of Members to give advice on Association matters and to perform such duties as may be requested by the Board.

Article IX Design Review Board

Section IX.1. Composition.

(a) As long as the Developer has rights as Developer, the Design Review Board (hereinafter called the "DRB") shall consist of seven architects, landscape architects and/or land planners (hereinafter called "design professionals") and two Association Members. The Developer shall appoint four of the design professional members. The Board of Directors shall appoint two design professionals and the two Association members. The Developer and Board of Directors shall jointly appoint one design professional member. The term of office shall be for three years, staggered so that at least three members are appointed or reappointed each year. If the Developer fails to make an appointment within sixty days of the expiration of a term or of a vacancy among its appointees, the Board of Directors may make such appointment.

(b) When the Developer's rights cease, the Board of Directors, by resolution, may reduce the number of members to four design professionals and three Association members, all of whom shall be appointed by the Board of Directors. The term of office shall be for three years, staggered so that at least two members are appointed or reappointed each year.

(c) Except in cases of resignation or removal, each member shall serve until his successor is appointed.

(d) The Board of Directors may remove a DRB member in accordance with the provision for removal of directors in the Articles of Incorporation.

(e) DRB members shall not receive any compensation for their services as such, but the Board of Directors may provide for reimbursement of expenses related to their service. Nothing herein shall be construed to preclude any design professional member of the DRB from serving the Association in any other capacity and receiving compensation therefor.

(f) The provisions in Section V.12 (Conflict of Interest) shall apply to members of the Design Review Board.

Section IX.2. Officers. The DRB shall annually elect a chairman and one or more vice-chairmen from among

its members. The chairman or a vice-chairman shall be a member of any panel as may be designated as provided herein.

Section IX.3. Meetings. The DRB shall meet at least annually to review the Design Guidelines. Other meetings of the DRB or of its panels may be held from time to time, as provided by DRB resolution. Special meetings may be held at the call of any two DRB members or of the Chairman, provided that two days notice is given to all members of the DRB or panel, as the case may be. Any applicant or affected party shall have the right to meet with and be heard by the DRB or the panel considering the application. A quorum for the conduct of business by the DRB shall be a majority of its members; a quorum for the conduct of business by a panel of the DRB shall be three members. Decisions shall be made by a majority vote of those present recorded by the Secretary and signed by the Chairman or Vice-chairman.

Section IX.4. Powers and Duties.

(a) The DRB shall interpret and administer the Design Covenants set forth in Section VI.1 of the Deed, as follows:

(1) Adopt or amend, after Notice and hearing, the Design Guidelines as provided in the Deed. The Design Guidelines shall be subjected to public review and re-adoption by the DRB in 1985, 1990 and 1995, and at least every ten years thereafter. The Association shall periodically publish the Design Guidelines.

(2) Develop administrative and application procedures which shall be subject to the approval of the Board of Directors and included in the Design Guidelines.

(3) Review and render decisions on applications for improvements and alterations to property and for the cutting down of trees, in accordance with the Design Guidelines.

(4) If the decision is made by the full DRB, it promptly shall give notice in writing of its decision to the applicant and his Cluster Association, if any. If the decision is made by a DRB panel, it shall give notice of the decision to the full DRB and, unless any DRB member requests that the full DRB consider the application, five days thereafter, it shall give notice to the applicant and his Cluster Association, if any. If the applicant has not been advised in writing of the DRB's action within thirty days after submitting a correctly filed application, the applicant shall notify, by certified mail or telegram, the DRB of this fact and, if the DRB fails to respond within ten days of such notice, approval shall be deemed granted.

(5) Consider and decide appeals from applicants or affected parties. DRB members involved in making the original decision shall be disqualified from voting on an appeal, unless the original decision was made by the full DRB. In the case of a tie vote on an appeal, the appellant may further appeal to the Board of Directors.

(6) Consider requests for temporary exception permits which it may grant, with cause, by a two-thirds vote of its members.

(b) The DRB may:

(1) Designate by resolution certain categories of ap-

plications which may be approved by designated staff.

(2) Designate a panel or panels of its members, each consisting of at least two design professionals and at least one Association Member, to perform such functions as may be delegated by the DRB.

(3) Require an applicant to attest he has notified at least three neighboring property owners of the nature of his application.

Section IX.5. Funding. The Board of Directors shall provide adequate funding and staff support for the operations of the DRB.

Article X

Additions to the Property

Section X.1. Conditions. Land proposed for addition to the Property, other than that included in the Reston Master Plan, must meet the following conditions:

(a) The parcel is contiguous to land included in the Master Plan. As used herein, "contiguous" shall include land which is immediately adjacent to the Master Plan area or is separated from it only by a public street or area dedicated to public use.

(b) The parcel will be made subject to the Reston Deed and a petition will be submitted to include the parcel as part of Small District Five of Fairfax County.

(c) The owner(s) of the parcel agrees to make a capital contribution, or equivalent, to the Association to cover the estimated cost of providing improvements to Common Area as may be required by the parcel to be added.

(d) A cost/benefit study is submitted to the Board of Directors.

(e) The development plan for the parcel is approved by the Design Review Board.

(f) The Developer approves the proposed addition. Should the Developer fail to approve or disapprove, in writing, prior to the Board of Directors vote, it shall forfeit this right of approval.

(g) The Board of Directors gives notice to the Members and conducts a public hearing on the matter.

Section X.2. Approval Procedures. Provided the above conditions are met, the Board of Directors may approve the addition by a two-thirds majority vote.

Article XI

Amendment

Provided the proposed amendment(s) has been approved by a two-thirds majority vote of the Board of Directors, these Bylaws may be amended by referendum by a majority vote of Category A and B Members. Amendments affecting the Developer's enumerated rights shall require the approval of the Developer. Any procedural challenge to an amendment must be made within one year of the referendum. Amendments shall become effective upon adoption.

Article XII

Seal

The corporate seal of the Association shall be in circular form and shall bear the name of the Association, its year of incorporation and such other language as is required by the Code of Virginia.