

AMENDED AND RESTATED BYLAWS
OF THE
BURKE STATION CITIZENS ASSOCIATION, INC.

ARTICLE I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association is Burke Station Citizens Association, Inc. (hereinafter referred to as the "Association").

Section 2. Principal Office. The principal office of the Association is located at 5820 Ridge Ford Road, Burke, Virginia 22015. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for Burke Station Square, Section Two-A (Declaration), which Declaration is of record in the land records of the Fairfax County Circuit Court at Deed Book 3465, Page 493, *et seq.*

ARTICLE II
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have one (1) class of membership, as set forth in Article V of the Association's Articles of Incorporation: Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place in Fairfax County, Virginia, as may be convenient to the Members and as designated by the Board of Directors.

Section 3. Annual Meetings. The Association shall meet at least once annually. Annual meetings shall be on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings at any time. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty-five (25%) percent of the total votes of the Association.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, by first class mail, to each Member entitled to vote at such meeting at least fifteen (15) days before the date of an annual or regular meeting and not less than seven (7) nor more than thirty (30) days before the date of a special meeting, at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting, or when required by statute or these Bylaws, the date, time and place of such meeting and the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

The notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote. Such objection shall be noted in the meeting minutes but shall not stop the meeting unless so directed by the Board President.

Section 7. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing ten percent (10%) of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 8. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time that is practicable, but not less than fourteen (14) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. Failure to achieve quorum at any meeting shall not require an attempt to reconvene the meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 9. Voting. Members shall be entitled to one (1) vote for each lot owned. If more than one person or entity owns an interest in a lot (excluding security interests), the vote for such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one (1) be cast by any lot.

Section 10. Proxies. Any Member entitled to vote may do so by appointing a proxy. To be valid, a proxy appointment must be in writing, must be signed and dated by the Member and filed with the officer designated by the Board prior to the opening of the meeting for which it is to be used. Any person appointed as a Member's proxy must also be a Member of the Association. If a proxy appointment form is submitted but the appointed proxy holder is not identified by name, the Board President shall be the default proxy for that Member. No proxy shall be revocable except by written notice delivered to the Association. A proxy may be revoked if the Member who has given such proxy is in attendance at a meeting. No proxy shall be valid after eleven (11) months from its date of execution unless otherwise specified in the proxy appointment.

Section 11. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number. Unless otherwise provided by law or by specific provisions herein, the vote of a majority of the votes entitled to be cast by the Members present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by such Members.

Section 12. Conduct of Meetings. The President of the Board of Directors shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting. The Secretary shall also record all transactions occurring at the meeting. If the President and/or Secretary are not present, then those directors present shall choose a *pro tempore* officials.

Section 13. Electronic notice/voting. The use of technology for distribution of notices, submission of proxies, casting of votes, etc., shall be permitted pursuant to Va. Code ' 55-515.3 (*Virginia Property Owners= Association Act*) and in accordance with any policies, rules or regulations as may be duly adopted by the Board of Directors.

ARTICLE III
BOARD OF DIRECTORS: NUMBER, ELECTION, POWERS, MEETINGS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, comprised of seven (7) directors, each of whom shall have one (1) equal vote. The directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such member; provided, no Member may have more than one such representative on the Board at a time. The President of the Burke Townhouse Homeowners Association shall be an *ex officio* member of the Board.

Section 2. Nomination of Directors. Nominations for election to the Board of Directors shall be made by the Board of Directors or from the floor at an annual or special meeting for which the election of one or more directors has been included in the notice of meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3. Election and Term of Office. The term of office for a director shall be three (3) years, but terms of one (1) or (2) years may be utilized in order to maintain a staggered scheme of terms. At each annual meeting new directors shall be elected (or currently serving directors re-elected) to maintain a Board of seven (7) directors. The meeting notice shall specify the length of term for each Board seat to be filled by election at that meeting. To the extent possible, at any given time the Board of Directors shall consist of at least two (2) directors who are resident owners of single-family detached homes in Burke Station Square and two (2) directors who are resident owners of town homes in Burke Station Square. Each director shall hold office until his or her successor has been duly elected and installed, unless the director shall sooner resign, be removed or become incapacitated to serve. Directors may be re-elected to serve any number of consecutive terms. The terms of office shall be measured and calculated in calendar years. There shall be no cumulative voting. If there are as many candidates as there are vacancies (*i.e.*, the election is uncontested), voting by a voice vote of acclamation is permitted. Otherwise, voting shall be by written ballot. Candidates receiving the largest number of votes shall receive the three-year terms, provided that the representation requirement pertaining to the single-family dwellings and town homes can be fulfilled by doing so. If the representation requirement cannot be fulfilled in that manner, then the single-family dwelling candidate with the highest number of votes and the town home candidate with the highest number of votes shall be elected for the three-year terms.

Section 4. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by a majority vote of the Members at any meeting at which a quorum is present and which has been duly noticed for that purpose. Any director whose removal is sought shall be given at least ten (10) days notice prior to any meeting called

for that purpose. Upon removal of a director, a successor shall there and then be elected by the Members to fill the vacancy for the remainder of the term of the director.

Any director elected by the Members who has two (2) consecutive absences without good cause from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special Board meeting at which a quorum is present, and a successor may there and then be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of any director, the Board may declare a vacancy and appoint a successor. Any director so appointed by the Board shall serve for the remainder of the term of such director.

Section 5. Compensation. No director shall receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

B. Meetings.

Section 6. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board. The Board shall elect its officers at that meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board President, but at least once per quarter (every three months) over the calendar year. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of a scheduled meeting of the Board of Directors shall be published to the membership by any means reasonably calculated to apprise a majority of the members not less than four (4) days prior to the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by any one of the following methods: (a) by personal delivery; or, (b) written notice by first class mail, postage

prepaid; or (c) by electronic mail. Notices given to the directors and notice of the meeting given to the membership, in whatever manner such notice(s) may be issued, shall be issued at least seventy-two (72) hours prior to the meeting. A special meeting necessitated by a *bona fide* emergency shall excuse the foregoing notice requirements, but the Board shall nevertheless make a good faith effort to notify all Board members and the membership of the meeting as soon as possible and prior to the meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without objecting before or at the meeting's commencement regarding the alleged lack of or defective notice. Such an objection shall be noted in the meeting minutes but shall not stop the meeting (provided a quorum is present) unless so decided by the Board President.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a simple majority (greater than 50%) of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal or departure of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time that is practicable, but not less than fourteen (14) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Conduct of Meetings. The President, or in his/her absence the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings of the Board of Directors shall be conducted in compliance with the statutory requirements for same set forth at Va. Code ' 55-510.1 (*Virginia Property Owners= Association Act - Meetings of the board of directors*).

Section 12. Open Meetings. All meetings of the Board shall be open to all Members. Subject to reasonable rules adopted by the Board, the Board shall provide a designated time during a Board meeting to allow Members an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments of Members to the topics listed on the meeting agenda. Other than the comment period mentioned above, Members (other than directors) may not participate in any discussion or deliberation unless permission to speak is

requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, but only in strict conformance with the procedure for same as specified in Section 55-510.1(C). Meetings may be recorded by either the Board or by Members of the Association, but such recording shall not interfere with the conduct of the meeting.

Section 13. Action Without a Formal Meeting. Any action customarily taken at a meeting of the directors may be taken without a meeting if the proposed action is consented to in writing (includes electronic mail) by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 14. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Articles of Incorporation, these Bylaws and as required by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or Virginia law directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation but not limitation:

(a) prepare and adopt annual budgets in which there shall be established the contribution of each Member to the common expenses;

(b) make assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) collect the assessments, deposit the proceeds thereof in a federally insured bank depository which it shall approve, and apply the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in federally insured depositories other than banks;

(d) provide for the operation, care, upkeep, and maintenance of all of the Common Areas as provided in the Declaration;

(e) designate, hire, and dismiss the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and areas of Association responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(f) adopt and publish rules and regulations governing the use of the Common Area and facilities, and establish penalties for the infraction thereof;

(g) open bank accounts on behalf of the Association and designate the signatories required;

(h) make or contract for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforce by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtain and carry property and liability insurance and fidelity bonds, pay the costs thereof, and file and adjust claims, as appropriate;

(k) pay the cost of all services rendered to the Association or its Members not chargeable directly to specific Owners;

(l) keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and

(n) indemnify a director, officer or committee member, or former director, officer or committee member of the Association in accordance with Virginia law, and in accordance with the Articles of Incorporation and the Declaration.

Section 15. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

- (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by person, a current statement of account of the assessment account. A reasonable charge may be made by the Board for the issuance of these statements. If a statement of account shows that the account is current or that an assessment has been paid, such statement shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) maintain the current registration of the Association with the Common Interest Community Board (CICB), of the Department of Professional and Occupational Regulation, Commonwealth of Virginia;

(i) maintain the current registration of the Association as a Virginia nonstock corporation with the Office of the Clerk, Virginia State Corporation Commission, Commonwealth of Virginia; and,

(j) make available to any prospective purchaser of a lot, any Owner, and the holders, insurers, and guarantors of a first mortgage on any lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association in accordance with Va. Code ' 55-509.5.

Section 16. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f) and (g) and (i) of Section 14 of this Article.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager,

if any, which might arise between meetings of the Board of Directors.

Section 17. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) the cash or modified accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by a Board member or person acting for the Board from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) financial reports of the Association shall be prepared at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on a cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to any Member requesting, in writing, such a report within one hundred eighty (180) days after the

close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

Section 18. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area or facilities and such other areas of Association responsibility expressly provided for in the Declaration without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes, provided the borrowing is approved by fifty-one percent (51%) of the votes of the membership at a meeting where a quorum is present and where notice of the meeting specifies the purpose thereof, in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year.

Section 19. Contract Right of the Association. In accordance with the Articles of Incorporation, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts or other owners or property owners associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be elected by the Board and shall be a President, Vice President, Secretary and Treasurer, all to be elected from among the directors of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Such other officers may, but need not be, directors, but if such officers are not directors, they shall be considered non-voting members of the Board. Only directors shall be voting members of the Board of Directors. The officer positions of Secretary and Treasurer may be held by the same person, but the other officer positions shall not be occupied simultaneously by the same person.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. The term of office for all officer positions shall therefore be one (1) year. A vacancy in any office arising

because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. If possible, an officer vacancy shall be filled by the election of a director to that officer position from the same community (single-family dwellings or townhome) as was the predecessor in that office.

Section 3. Removal and Vacancy. Any officer may be removed by a majority vote of the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association and shall be the presiding Chair at all Board meetings and Association meetings. The Vice President shall act in the place of the President in the event of the President's absence. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall record all motions and votes, take and maintain on file minutes of all Board and Association meetings, serve notice as required by these Bylaws, keep the corporate seal, maintain a listing of the names and addresses of all current members, and perform such other duties as directed by the Board.

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

Section 6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers (typically, the Board President and Secretary) or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 5 of these Bylaws.

ARTICLE V COMMITTEES

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 1. Selection, Removal of Committee Members. Membership on a standing committee within the Association shall be on a voluntary basis. Selection shall be based on a volunteer basis or by appointment by the Board of Directors of an Association Member interested in serving on that committee. Committees shall strive to be as representative as possible, *i.e.*, to have representatives from both the single family dwellings and townhomes of Burke Station, but an inability to obtain such representation shall in no way affect or impair the committee's authority to operate in the manner as set forth in these Bylaws or the designating resolution. Committee members serve at the pleasure and the discretion of the Board of Directors and may be removed from the committee with or without cause by a majority vote of the Board of Directors. Notice of such removal shall be in writing. Committee chairs shall be elected by a vote of the committee members or may be appointed by the Board of Directors.

Section 2. Committee Authority. Standing committees within the Association shall have such authority as accorded to them by resolution of the Board of Directors. The Board of Directors shall at all times retain supervisory and oversight authority over each committee and its members, and shall direct the activities of the committees in such manner as the Board of Directors deems to best serve the interests of the Association.

Section 3. Architectural Review Committee ("ARC"). Notwithstanding the more general committee guidance contained above, the ARC shall be a standing committee of the Association and shall continuously exist and operate in accordance with Article V of the Declaration and the specific guidance set forth herein, without the need or necessity of a designating or establishing resolution. The Board of Directors shall select the members of the ARC. If there are insufficient volunteers to staff an ARC, the Board of Directors shall function as the ARC.

a. General Mission. The Architectural Review Committee shall provide direction and enforcement of the Association's Declaration, restrictions, covenants and rules and regulations as they apply to architectural and maintenance standards.

b. Duties. The duties of the Architectural Review Committee are:

(1) To provide information and coordination for Owners who wish to alter or improve the exterior of their property.

(2) To recommend to the Board of Directors standards for the proper repair and maintenance of the lots within the Community.

(3) To receive written requests, accompanied by plans and specifications, from Owners describing desired alterations or improvements and to evaluate these requests as prescribed in this section, paragraph c below.

(4) To maintain records of all requested alterations and additions, whether approved or denied by the Committee.

(5) To maintain, for a reasonable period of time, records of all violations and results of enforcement efforts.

(6) To monitor and inspect as necessary all individual Lots to ensure compliance thereof with the Association's restrictive covenants, rules, regulations and architectural/maintenance standards.

(7) To refer to the Board of Directors for legal action, those Owners who fail or refuse to comply with the restrictions, covenants and architectural/maintenance rules and regulations.

(8) To develop and submit an annual budget covering the expenses of the Committee to the Board of Directors upon request.

(9) To perform such other functions as directed by the Board of Directors.

c. Approvals. Written requests from applicants, complete with plans and specifications, will be considered by voting members of the Committee. A written approval or disapproval notice will be sent to the applicant. If approved by a majority of the committee present, a copy of such plans and specifications, as approved, shall be maintained on file in the Committee's permanent records. The Committee shall endeavor to act upon all requests within sixty (60) days.

d. Limitations. Construction or alteration in accordance with plans and specifications approved by the Committee shall be completed within six (6) months following the date of commencement of work, or within such other period as the Committee shall specify in its approval. In the event the construction is not completed within the stated period, then approval of the plans shall be void. There shall be no deviation from the plans and specifications contained in an approved request without the prior written consent of the Committee. Any such deviation or departure shall operate to automatically rescind the approval of the Committee and shall put the Owner at risk of enforcement action for the unapproved project. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove other, similar plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. Any construction or alteration completed without the approval of the Committee shall not constitute a precedent for subsequent requests of a similar nature.

e. Rules and Regulations. The Architectural Review Committee, with the approval of the Board of Directors, may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval. The Architectural Review Committee may also suggest and submit to the Board of Directors for approval property maintenance standards pertaining to the individual lots. Upon

approval of such standards by the Board of Directors, the standards shall be deemed to be rules and regulations of the Association and enforceable as such. The ARC may publish and record such statements of policy, standards and guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of any provision herein or any other provision or requirement of these Bylaws.

f. Enforcement. As a standing committee, the Architectural Review Committee has general enforcement powers as authorized by these Bylaws. If at any point after the initial notice to remove or abate a violation, the Committee deems that the removal or abatement is urgent, it may, upon written resolution, request that the Board of Directors intercede.

g. Appeals. Decisions of the Committee shall be final except that any member who is aggrieved by any action of the Committee (or by any policy, standards or guidelines established by the Committee) may appeal to the Board of Directors within fifteen (15) days of the receipt of a written decision from the Committee or promulgation of the policy, standard or guideline. The Board of Directors' decision on the appeal shall be final. A member's failure to present an appeal to the Board of Directors within the relevant time period after a decision by the Committee shall terminate the appeal.

ARTICLE VI

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director or committee member may be made a party by reason of being or having been an officer or director of the Association regardless of whether he is an officer or director at the time such expenses are incurred. The officers, directors and committee members of the Association shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors and committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members are liable as Members) and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member of the Association, or former officer, director or committee member of the Association, may be entitled.

Section 2. Common or Interested Directors. The Board of Directors shall exercise its powers and perform its duties in good faith and with a view to the best interests of the Association. A contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, represents a financial conflict for the common or interested director(s).

Provided that any of the conditions specified in any of the following subparagraphs are fulfilled, such a transaction shall not be void or voidable merely because such director or directors are present at the meeting of the Board of Directors which authorizes or approves the contract or transaction, or because such director's or directors' votes are counted for such purpose:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The cost of any services or goods contracted for is competitive with the cost of like services or goods provided by other reputable companies offering such services or goods in Fairfax County, Virginia; or

(d) The contract or transaction is commercially reasonable for the Association at the time it is authorized, ratified, approved or executed.

A common or interested director may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction as if he were not such a common or interested director.

ARTICLE VII MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Virginia law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Virginia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Virginia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a lot, or by a Member of the Association in good standing, or by the duly appointed representative of any of the foregoing, for a purpose reasonably related to their interest in the lot, upon five (5) business days' written notice at a mutually convenient time and location: the Declaration, Bylaws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. Any books or records kept by or on behalf of the Association may be withheld from inspection to the extent permitted by Section 55-510C of the *Virginia Property Owners= Association Act* (as amended), and Sections 13.1-932 through 13.1-934 of the *Virginia Nonstock Corporation Act* (as amended).

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the actual cost of materials and labor for reproducing copies of documents requested prior to providing the requested copies.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) if to a Member, at the address of record with the Association; or
- (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall

be designated by notice in writing to the Members pursuant to this Section.

Section 6. Corporate seal. The Association shall have a seal in circular form having within its circumference the words: Burke Station Citizen's Assn., Inc.

Section 7. Amendment. Except as provided above, these Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association.

If a Member of the Association consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Burke Station Citizen's Association, Inc. a Virginia nonstock corporation;

That the foregoing Amended and Restated Bylaws constitute the effective Bylaws of said Association, as duly adopted at a meeting of the Association's Membership held on the 5th day of May, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of May, 2015.

R. James Fedencus
Secretary

