

**BY-LAWS
OF
CEDAR KNOLL HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **CEDAR KNOLL HOMEOWNERS ASSOCIATION**, (the "Association"). The principal office of the Association shall be located at 8133 Leesburg Pike, Ninth Floor, Vienna, Virginia 22182, but the members and directors of the Association may hold meetings at such places within the Commonwealth of Virginia as the Board of Directors may designate.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Cedar Knoll Homeowners Association, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned or controlled by the Association for the common use and enjoyment of the Members (as hereinafter defined), inclusive of Outlots A and B, which shall serve the community as stormwater detention ponds.

Section 3. "Declarant" shall mean and refer to C.N. Morris, Jr., Inc. or its successors or assigns (i) to whom C.N. Morris, Jr. Inc. expressly assigns any or all of its rights as Declarant pursuant to the Declaration by an assignment recorded in the land records of Fairfax County, Virginia, or (ii) who is a purchaser at foreclosure or a grantee in a deed in lieu of foreclosure from the Declarant. Such an assignment shall be effective only against the title to the land which is owned by such successor or assign and which is referenced specifically in the instrument of assignment.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property, which Declaration has been or shall be recorded in the land records of Fairfax County, Virginia.

Section 5. "Dwelling Unit" shall mean and refer to any improvement to the Property intended for any type of independent ownership and for use and occupancy as a residence by a single household.

Section 6. "Lot" shall mean and refer to any plot of land described by metes and bounds upon a recorded subdivision plat of the Property upon which a Dwelling Unit could be constructed in accordance with applicable zoning ordinances, with the exception of the Common Area and streets dedicated to public use.

Section 7. "Member" shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in Article III below.

Section 8. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area who notifies the Association of this fact in writing.

Section 9. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those holding such interest merely as security for the performance of an obligation. If more than one (1) person or entity is the record owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one (1) Owner for each Lot.

Section 10. "Property" shall mean and refer to that certain real property described as Lots 1 through 44 and Outlots A and B of Cedar Knoll Subdivision, as duly subdivided, platted and recorded by a Deed of Subdivision, Dedication, and Partial Release recorded among the Fairfax County, Virginia land records, and such additions thereto which from time to time may be brought within the jurisdiction of the Association.

ARTICLE III **MEMBERSHIP**

Every Owner of a Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's membership rights.

ARTICLE IV **VOTING RIGHTS**

Section 1. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all those Members with the exception of the Class B Member. A Class A Member shall be entitled to cast one (1) vote for each Lot owned. If more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant, who shall be entitled to cast three (3) votes for each Lot in which it owns. Class B membership shall cease, and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue, on the happening of either of the following events, whichever occurs first:

- (a) Within four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Five (5) years from the date of recordation of the Declaration.

Section 2. Upon annexation by the Declarant of additional properties, the Class B membership of the Declarant may revive with respect to all Lots owned by the Declarant, even after an initial expiration under the terms of the preceding section. This Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) Within four (4) months after the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such annexed property; or
- (b) Five (5) years from the date of recordation of the documents annexing such property.

ARTICLE V
BOARD OF DIRECTORS; SELECTION; OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors (the "Board") who need not be Members. The initial Directors shall be appointed, removed, and replaced by the Declarant or its designee. The initial number of Directors shall be three (3), but the membership may vote to increase the number to five (5).

Section 2. Election. At the first annual meeting of Members after the termination of the Class B membership, the Members shall elect one (1) director for a term of one (1) year; one (1) director for a term of two (2) years; and one (1) director for a term of three (3) years; and, as the terms of such directors expire, new directors shall be elected by the Members at each annual meeting thereafter for terms of three (3) years each.

Section 3. Removal. Any Director may be removed from the Board in accordance with Virginia Code §13.1-860, with or without cause, by an affirmative vote of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for the purpose. In the event of death, resignation or removal of a Director, that Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association in his/her capacity as a Director. However, any Director may be reimbursed for his/her actual, reasonable expenses incurred in the performance of his/her duties as a Director, as permitted by Virginia law.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors in accordance with Virginia law. Any action so taken shall have the same effect as though taken at a meeting of the Directors. A memorandum of such action shall be inserted in the minutes of the Board of Directors.

Section 6. Indemnification. Each Director, in consideration of his/her services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him/her in connection with the defense of any action, suit or

proceeding, civil or criminal, to which he/she may be a party by reason of his/her past or present role in the Association, unless the Board determines that such action was a result of gross neglect or willful misconduct of the Director.

ARTICLE VI **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on a regular basis and at least four (4) times per year without notice at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

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

ARTICLE VII **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. The Board of Directors shall establish procedures for listing electoral candidates on a ballot. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. At the first annual meeting after the termination of Class B Membership, the persons receiving the greater number of votes shall be elected for the longer terms of office. Cumulative voting is not permitted.

ARTICLE VIII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power:

(a) to adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Members and their guests thereon and within the Property, and the exterior appearance of Lots; and, to establish penalties for the infraction thereof;

(b) to suspend the membership rights of a Member during any period in which such Member shall be in default in the payment;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;

(d) to declare the office of a member of the Board of Directors vacant if such member is absent without excuse from two (2) consecutive regular meetings of the Board of Directors;

(e) to retain an independent contractor to manage the business affairs of the Association;

(f) to grant easements and licenses over the Common Area; and

(g) to resubdivide and/or adjust the boundary lines of the Common Area in accordance with governing law.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) to cause to be kept a complete written record of all its approved acts;

(b) to supervise all committees of the Association in the performance of their respective duties;

(c) as more fully provided herein and in the Declaration:

(i) to fix the amount of the Annual General Assessments (as defined in the Declaration) against each Lot at least thirty (30) days in advance of the annual assessment period; and

(ii) to send or cause to be sent written notices of each such assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment period;

(d) at the request of a Member or Mortgagee, to issue, or cause an appropriate officer to issue, a certificate setting forth whether any such assessment has been paid. A reasonable charge may be made by the Board for the issuance of such a certificate. Such certificate shall be conclusive evidence that any assessment therein stated to have been paid has been paid;

(e) to procure and maintain adequate liability insurance, which shall contain a severability of interest clause or endorsement and which shall preclude the insurer from denying the claim of any Owner because of the negligent acts of the Association or other Owners, and to procure adequate property and hazard insurance on the Common Area and any easement areas of which the Association is the beneficiary and has the obligation to maintain;

(f) to cause all officers or employees responsible for handling funds collected and held for the benefit of the Association to be bonded, as required by the Declaration; and

(g) to cause the Common Area to be maintained in accordance with the standards adopted by the Board.

ARTICLES IX COMMITTEES

The Board of Directors shall appoint an Architectural Review Board as provided in the Declaration. In addition, the Board of Directors may appoint from time to time other committees as it deems appropriate in carrying out its responsibilities. All committees shall serve at the pleasure of the Board of Directors. The Board shall assume the responsibilities of the Architectural Review Board if there are no volunteers.

ARTICLE X MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within ten (10) to twelve (12) months after the previous annual meeting, at such day and time as shall be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or upon written request of Members who are entitled to cast at least one-fourth ($\frac{1}{4}$) of all of the votes of either class of Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by delivering or mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or their proxies entitled to cast at least ten percent (10%) of all the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting and to call another meeting without notice other than announcement at the meeting prior to adjournment, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxy designations shall be in writing, in the form required by law, and filed with the Secretary of the Association. Every proxy designation shall be revocable and shall automatically cease upon conveyance by the Member of its Lot.

ARTICLE XI
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer and such other officers as the Board may elect from time to time.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, be removed or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. The Board of Directors may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall be effective on the date of receipt of such notice or at any later date and time specified therein, and acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors, see that orders and resolutions of the Board are carried out, and sign on behalf of the Association all contracts, leases, mortgages, promissory notes, deeds and other written instruments authorized by the Board of Directors;

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of the latter's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board;

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

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors, sign all checks of the Association, keep proper books of account, cause an audit of the Association books to be made by a public accountant if so required by a Mortgagee, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Section 9. Delegation. The officers may delegate any of their duties to an agent hired for that purpose.

ARTICLE XII BOOKS AND RECORDS

In the manner and to the extent required or permitted by statute, the books, records and papers of the Association shall be subject to inspection by any Member, subject to the Member's obligation to compensate the Association for any reasonable expenses it incurs in responding to the request.

ARTICLE XIII CORPORATE SEAL

The Association may purchase a seal in circular form having within its circumference the name of the Association for the purpose of certifying its disclosure packet.

ARTICLE XIV AMENDMENTS

These By-Laws may be amended at a duly noticed regular or special meeting of the Members where a quorum is present by a majority vote by Members entitled to vote and voting at the meeting in person or by proxy, except that if any of the Lots are security for a loan guaranteed or insured by the Veterans Administration ("VA") or the Federal Housing Administration ("FHA"), and if there is a Class B Member, the FHA or the VA shall have the right to veto amendments.

ARTICLES XV SPECIAL AMENDMENTS

Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these By-Laws for any reason prior to the conveyance of a Lot to an Owner other than the Declarant, and thereafter may make any amendment required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or by Fairfax County, Virginia, as a condition of the approval of the documents, and shall give written notice of any such amendments to the Members.

ARTICLE XVI
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation of the Association. The dates fixing the fiscal year may be adjusted at the discretion of the Board.

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

IN WITNESS WHEREOF, we, being all of the Directors of CEDAR KNOLL
HOMEOWNERS ASSOCIATION, have hereunto set our hands this 10th day of
January, 2000.

Channing

R. M. Grant

Gene B. Jones