

FAIR WOODS HOMEOWNERS ASSOCIATION, INC.

C/o Service First Management & Consulting, Inc.

8807 Sudley Road, #210

Manassas, VA 20110

(703) 392-6006 Office, (703) 392-5039 Fax

Fair Woods Owner

Re: Fair Woods Homeowners Association
Bylaw Amendment/Quorum Clarification

Dear Owner:

Your Board of Directors is considering an amendment to the Bylaws of the Association. The change is designed to clarify the "quorum" necessary to conduct business at most general and special meetings of the members. The "quorum" is the minimum number of owners that must appear, in person or by proxy, at meetings of the membership to conduct business.

If you have ever attended an annual meeting of the Association which had to be cancelled because of a lack of participation, you know the disappointment of going to the trouble of attending the meeting only to have to turn around and go home because the requisite number of owners did not attend. Unfortunately, the current Board can attest, this is not an uncommon occurrence and can create administrative difficulties.

The use of the 10% quorum is consistent with the quorum requirements for most Northern Virginia homeowners associations and the Virginia Code, which expressly authorizes a quorum of 10%. Certain actions (e.g., approval of changes in the maximum assessment rate) shall not be affected and shall continue to require a super-majority approval of the owners.

The Board will, per Article VIII of the Bylaws, be considering this change at a special meeting of Board of Trustees to be held at 6:30 PM, immediately prior to the annual meeting on Thursday, April 27, 2006 at the Pender United Methodist Church. Please write to the Board of Trustees or attend this special meeting to voice your opinion concerning this proposed Bylaw amendment. We hope to see you at the meeting.

Sincerely,
FAIR WOODS HOMEOWNERS ASSOCIATION

By: George Ellis
George Ellis, Agent

AMENDMENT TO BY-LAWS OF
FAIR WOODS HOMEOWNERS ASSOCIATION

THIS AMENDMENT is made as of the 27 day of April, 2006, to the
By-Laws of the FAIR WOODS HOMEOWNERS ASSOCIATION.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of the Fair Woods
Homeowners Association was recorded among the land records of Fairfax County, Virginia, in
Deed Book 5892, at Page 234, et. seq.; and

WHEREAS, the Association has complied with the provisions of Article XIII,
Section 1 of the By-Laws and, after proper notice to the Members, voted to amend Article IV of
By-Laws as detailed below.

NOW, THEREFORE, pursuant to and in compliance with Article XIII of the By-Laws,
the Association hereby amends Article IV of the Bylaws by the addition of a new Section 5 as
follows:

Section 5. Quorum. At all annual and special meetings of the Members,
except where a different quorum is specifically required under these Bylaws, Articles or
Declaration, a quorum of owners will be deemed present at any meeting of the Members
provided at least ten percent (10%) of the Members in good standing are present, in person
or by proxy, at the beginning of such meeting.

IN WITNESS WHEREOF, the Association has caused these Amendments to be executed
pursuant to due and proper authority as of the date first set forth above.

FAIR WOODS HOMEOWNERS ASSOCIATION

By: _____

John Guevara, President

Subscribed, acknowledged and sworn to before me, the undersigned Notary Public in and for the County of Fairfax, in this Commonwealth of Virginia, this 8th day of May, 2006.

Christopher
Notary Public

My Commission Expires:

12/31/07

**AMENDMENT TO BY-LAWS OF
FAIR WOODS HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made as of the 26th day of May, 2005, to the By-Laws of the FAIR WOODS HOMEOWNERS ASSOCIATION.

WITNESSETH:

WHEREAS, the Fair Woods Homeowners Association ("Association") is a non-stock corporation organized under the laws of the Commonwealth of Virginia and created October 6, 1983 by the filing of Articles of Incorporation and Bylaws with the Virginia State Corporation Commission; and

WHEREAS, the Association is responsible for the administration of the community association known as Fair Woods in Fairfax County, Virginia; and,

WHEREAS, Article XIII, Section 1 of the By-Laws provides that the By-Laws may be amended from time to time after appropriate notice to the members; and

WHEREAS, the Board of Directors of Association has complied with the provisions of Article XIII, Section 1 of the By-Laws and, after proper notice to the Members, voted to amend the By-Laws as detailed below.

NOW, THEREFORE, pursuant to and in compliance with Article XIII of the By-Laws, the Association hereby amends the following provisions of the By-Laws:

Article XIV of the Bylaws is hereby amended by the addition of Section 2 and Section 3 as follows:

Section 2. Late Charges Any assessment, or installment thereof, not paid in full within thirty (30) days after the due date shall be incur a late charge of \$25.00, or such other amount as established by the Board from time to time. Late charges shall be added

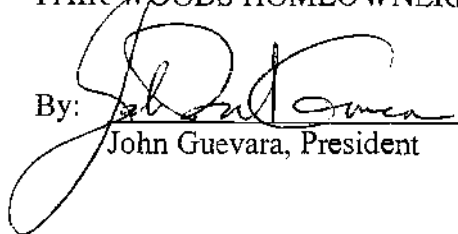
to the Owner's account and may be imposed for each thirty (30) day period in which a balance remains outstanding on an Owner's account.

Section 3. Appointment Unless otherwise provided by the Board of Trustees, the Association's legal counsel is hereby designated principal officer of the Association and attorneys-in-fact for the purposes of verifying Memoranda of Lien and lawsuits on behalf of the Association in the course of collecting delinquent assessments and related interest, fees and costs.

All other provisions of Article XIV remain as written.

IN WITNESS WHEREOF, the Association has caused these Amendments to be executed pursuant to due and proper authority as of the date first set forth above.

FAIR WOODS HOMEOWNERS ASSOCIATION

By: 
John Guevara, President

Subscribed, acknowledged and sworn to before me, the undersigned Notary Public in and for the County of Prince William, in this Commonwealth of Virginia, this 2nd day of June, 2005.


Notary Public

My Commission Expires:

10/31/07

**AMENDMENT TO BY-LAWS OF
FAIR WOODS HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made as of the 28 day of October, 1999, to the By-Laws of the FAIR WOODS HOMEOWNERS ASSOCIATION.

WITNESSETH:

WHEREAS, the Declaration of covenants and Restrictions of the Fair Woods Homeowners Association ("Declaration") was recorded among the land records of Fairfax County, Virginia, in Deed Book 5892, at Page 234, et.seq.;

WHEREAS, a Supplementary Declaration of Covenants and Restrictions of the Fair Woods Homeowners Association was recorded among the land records of Fairfax County, Virginia, in Deed Book 5905, at Page 1450; and,

WHEREAS, the Association has complied with the provisions of Article XIII, Section 1 of the By-Laws and, after proper notice to the Members, voted to amend the By-Laws as detailed below.

NOW, THEREFORE, pursuant to and in compliance with Article XIII of the By-Laws, the Association hereby amends Article VI, Section 1, Section 2 and Section 5 of the By-Laws as follows:

Article VI, Section 1 is hereby deleted in its entirety and replaced with the following:

Section 1. Number. The affairs of the Association shall be managed by a Board of seven Trustees.

Article VI, Section 2 is hereby deleted in its entirety and replaced with the following:

Section 2. Composition and Term

Trustees shall be Owners and shall serve two-year terms except when filling a vacancy as set forth in Section 6 of this Article. Owners may not be elected or appointed to serve as a Trustee if the Owner is delinquent in the payment of assessments or other financial obligations to the Association.

Article VI, Section 5 is hereby deleted in its entirety and replaced with the following:

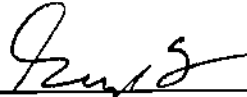
Section 5. Resignation and Removal. The unexcused absence of a Trustee from three consecutive regular meetings of the Board or a delinquency by a Trustee in the payment of assessments or other financial obligations to the Association (which continues for a period of more than thirty days) shall be deemed a resignation; however, before such resignation becomes effective the Trustee shall be provided a reasonable opportunity to be heard and if an explanation satisfactory to the Board is given, the Board may reinstate the Trustee. Any elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

IN WITNESS WHEREOF, the Association has caused these Amendments to be executed pursuant to due and proper authority as of the date first set forth above.

FAIR WOODS HOMEOWNERS ASSOCIATION

By:  10/28/99
Edward Maltese, President

Subscribed, acknowledged and sworn to before me, the undersigned Notary Public in and for the County of Prince William, in this Commonwealth of Virginia, this 28 day of October, 1999.



Notary Public

My Commission Expires:

2-29-2000

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94-119406

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AMENDMENT TO BY-LAWS OF
FAIR WOODS HOMEOWNERS ASSOCIATION

THIS AMENDMENT is made as of the 25th day of APRIL,
1994, to the By-Laws of the FAIR WOODS HOMEOWNERS ASSOCIATION.

W I T N E S S E T H

WHEREAS, the Declaration of Covenants and Restrictions of
the Fair Woods Homeowners Association ("Declaration") was
recorded among the land records of Fairfax County, Virginia, in
Deed Book 5822, at Page 234;

WHEREAS, a Supplementary Declaration of Covenants and
Restrictions of the Fair Woods Homeowners Association was
recorded among the land records of Fairfax County, Virginia, in
Deed Book 5905, at Page 1490; and,

WHEREAS, the Association has complied with the provisions of
Article XIII, Section 1 of the By-Laws and wishes to amend the
By-Laws as detailed below.

NOW, THEREFORE, pursuant to and in compliance with
Article XIII of the By-Laws, the Association hereby amends the
By-Laws by the addition of an Article XIV as follows:

ARTICLE XIV

BREACH OF COVENANT TO PAY ASSESSMENTS

1. Costs and Attorney's Fees: In addition to any damages
arising out of a Member's alleged breach of the covenant to pay
assessments, the Association shall also be entitled to recover
the costs and attorneys fees associated with any claims, demands,
suits, actions or proceedings undertaken by the Association to
rectify the breach and collect the delinquent assessments.

Return to REES, BROOME & DIAZ, P.C.
Consultants at Law
North Falls
8133 Leeburg Pike
Arlington, Virginia 22192

BM 9106 1355

OK 9106 1956

IN WITNESS WHEREOF, the Association has caused these Amendments to be executed pursuant to due and proper authority as of the date first set forth above.

FAIR WOODS HOMEOWNERS ASSOCIATION

By: [Signature]
Garry Monnat, President

Subscribed, acknowledged and sworn to before me, the undersigned Notary Public in and for the County of FAIRFAX in the Commonwealth of Virginia, this 22nd day of APRIL 1994.

[Signature]
Notary Public

My Commission Expires:
8/31/95

MUR:ahc

W-VIRG-LATA-CLERK-REGISTRATION-14-219-90

MAY - 3 - 1994

RECORDED
JESICA
FAIRFAX CO VA
CLERK

ARTICLES OF AMENDMENT

To the By-Laws of the
Fair Woods Homeowner's Association

WHEREAS, the Fair Woods Homeowner's Association (hereinafter referred to as Association) a non-stock corporation created under and by virtue of the laws of the Commonwealth of Virginia desires to have its By-Laws amended as hereinafter set forth; now therefore, to that end, I Barrett N. Fountos, President of the Association do hereby state as follows:

First: That on March 15, 1988 after due notice to all members of the Association, a meeting was held at which a majority of the Trustees were present. Failing to achieve a quorum of members at the meeting, the Board of Trustees, acting pursuant to Article XIII Section 1 of the Association By-Laws, agreed that the following amendments to the Association By-Laws were advisable and that said amendments should be put to a vote by all members of the Association.

ARTICLE I. Article III Section 27 - Quorum of owners is hereby amended by deleting it in its entirety and by substituting in lieu thereof the following:

Article III Section 27 - Quorum of owners shall mean and refer to the representation by presence or proxy of 25% of the owners.

ARTICLE II. For purposes of the enforcement of the Fairfax County leash law, section 41-2-5 Unrestricted dogs prohibited; leash law, it was agreed that the Fairfax county leash law would be enforced in Fair Woods. Under the law, animals may not run at large

on public property or on the private property of others. Dogs must be restrained by a dependable leash and controlled by a responsible person when off the property of the owner.

Animals running loose in Fair Woods may be impounded by the Fairfax County Animal Warden.

AND the said Board of Trustees thereupon did submit the above-mentioned amendments to all member of the Association for a vote.

Second; that after having duly submitted the above amendments to all members of the Association and having failed to procure the requisite number of member's votes to decide the issue, a majority of the Board of Trustees, acting pursuant to Article XIII, Section 1 of the Association By-Laws, did vote in favor of said amendments.

THEREFORE, the above-mentioned recommended amendments have been adopted and this certificate is now signed by Barrett M. Fountos, President of the Association, aforesaid, with its corporate seal thereto affixed, attested by Ralph DeSalvo its Vice-President this 17th day of April, 1989.

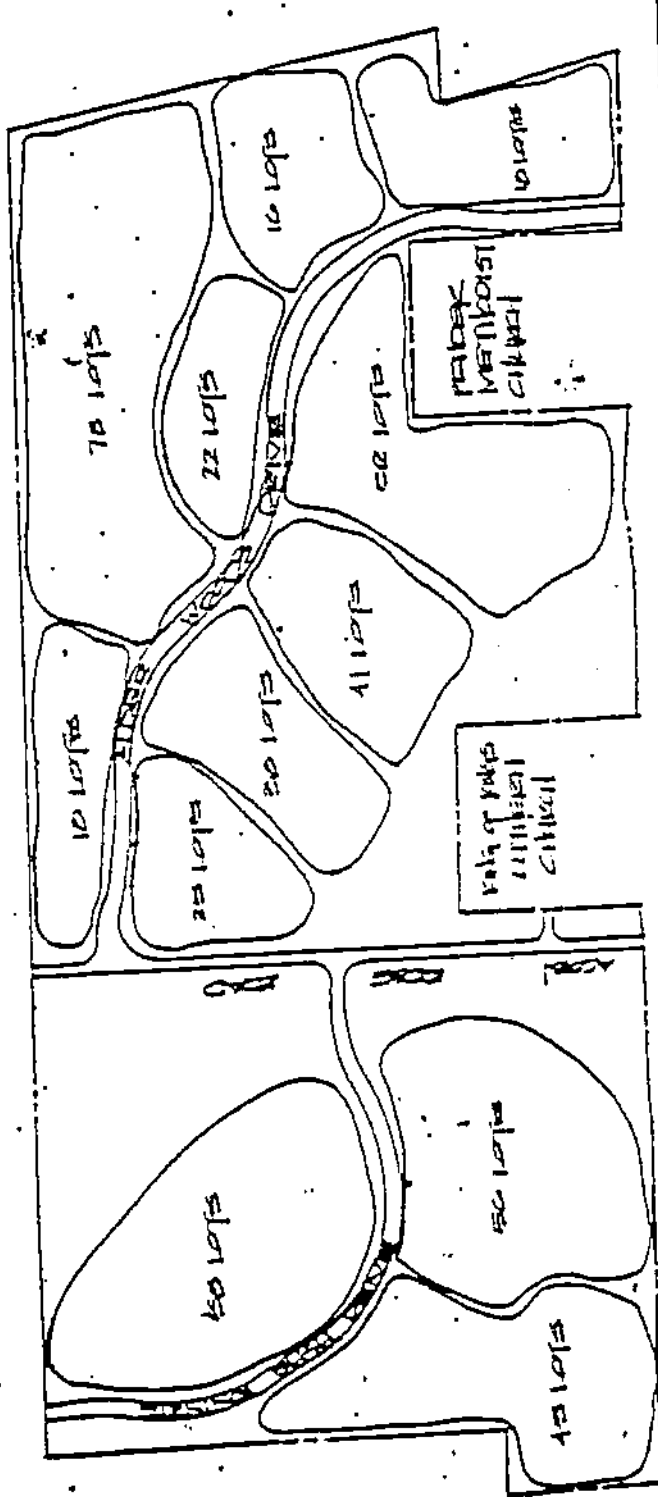
ATTEST:

Ralph DeSalvo
Vice-President

Barrett M. Fountos
Barrett M. Fountos
President
Fair Woods Homeowners Association

EXHIBIT B

DEVELOPMENT PLAN



MS892 0273

1500 JACKSON MEMORIAL HOSPITAL U.S. ROUTE 50

NO MORE NO LESS

FAIRWOODS

All lots are to be townhouse

BYLAWS
OF
FAIR WOODS HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Fair Woods Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 4084 University Drive, Fairfax, Virginia 22030, but meetings of Members and Trustees may be held at such places as may be designated by the Board of Trustees.

ARTICLE II

SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and the date 1983.

ARTICLE III

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or formal letter stating "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments as provided in Article V of the Declaration.

Section 3. "Association" shall mean and refer to the Fair Woods Homeowners Association, its successors and assigns.

Section 4. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies of the Association as they may from time to time be amended.

Section 5. "Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

Section 6. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of the Members.

Section 7. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions therein set forth in the entire document, as may be amended from time to time.

Section 8. "Developer" shall mean and refer to Fair Woods Partnership, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration establishing a Neighborhood.

Section 9. "Development Plan" shall mean and refer to the "Conceptual Development Plan" of intended uses of the Properties

as approved by Fairfax County and as may be amended from time to time.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of its holdings.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, the Declaration, Supplementary Declarations, and these Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which

has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first deeds of trust on Lots.

Section 16. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area or Out Lot as are herein defined, and to any condominium unit created under the Condominium Act of Virginia, as such may be amended from time to time.

Section 18. "Members" shall mean and refer to members of the Association which shall consist of all Owners and all Occupants and which is comprised of Class A, Class B, and Class C Members as defined in the Articles of Incorporation of the Association.

Section 19. "Out Lot" shall mean and refer to a lot for which a building permit for a residence may not be obtained.

Section 20. "Neighborhood" shall mean and refer to one or more Lots which are subject to the same Supplementary Declaration.

Section 21. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Neighborhood.

Section 22. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Fairfax County, or (3) the newsletter of the Association delivered personally or mailed to each Member.

Section 23. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner, or contract purchaser, or a lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 24. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 25. "Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 26. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty percent (50%) of the outstanding votes of each voting class.

Section 27. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold seventy-five percent (75%) of the outstanding Class A votes and the representation by presence or proxy of the Class C member, so long as it shall exist.

Section 28. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

Section 29. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated.

Section 30. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by or with the consent of the Developer, which extends the provisions of the Declaration to a Neighborhood or which contains such complementary provisions for such Neighborhood as are deemed appropriate by the Developer and as are therein required.

Section 31. "Zoning Ordinance" shall mean the provisions pertaining to Planned Development-Housing Communities contained in the Code of the County of Fairfax, Virginia, as amended from time to time and as such shall be applicable to the Properties.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings shall be held for the sole purposes of announcing results of elections for the Board of Trustees. The first annual meeting of the Members shall

be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date set by the Board of Trustees, not more than fourteen (14) or less than ten (10) months from the last annual meeting, provided that there shall be an annual meeting in each calendar year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees or upon written request of the Owners who hold one-tenth (1/10) of the outstanding Class A votes.

Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after one year.

Section 4. Method of Voting. Elections or questions to be submitted to all or any part of the membership may be decided at a meeting or by ballot vote, by mail, or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

ARTICLE V

NOTICE

Notice for meetings or ballot poll where action by Class A and Class C Members is required or for meetings to amend the Articles of Incorporation shall be provided to Members at least thirty (30) days and no more than fifty (50) days prior to such meeting or ballot poll. Notice of all other meetings of Members shall be provided to Members at least fifteen (15) days before

such meeting. Notice may be waived in writing as provided for in Chapter 2 of Title B.1 of the Code of Virginia, as amended.

Notice of meetings or ballot polls shall specify the place, day and hour. In the case of a special meeting, the Notice shall state the purpose of the meeting. In the case of the ballot poll, the Notice shall include the matter(s) to be voted upon.

ARTICLE VI

BOARD OF TRUSTEES

Section 1. Number. The affairs of the Association shall be managed by a Board of up to seven Trustees. The initial Board shall consist of four Trustees appointed by the Developer. At such time as two Neighborhoods have elected ad-hoc Neighborhood Boards, the Board shall consist of five Trustees. At such time as (i) a total of four Neighborhoods have elected ad-hoc Neighborhood Boards, or (ii) the Association has Members, whichever occurs first, the Board shall consist of (seven Trustees) As long as the Developer has rights as Developer, the Board of Trustees shall consist of Appointed Trustees and Elected Trustees. Thereafter all Trustees shall be elected.

Section 2. Composition and Term.

Appointed Trustees. Appointed Trustees shall be appointed by the Developer and shall serve two year terms. They may be reappointed. They need not be Members of the Association. The Developer shall appoint four Trustees until such time as the Class C membership expires. Thereafter, the Developer, until its rights as Developer cease, shall appoint two Trustees.

The term for Elected Trustees shall be two years, except that up to one-half of the elected trustees may be elected to initial one-year terms so that elected trustees will have staggered terms of office. Elected Trustees must be Members of the Association.

Section 3. Method of Nomination. Candidates for election shall file a petition of candidacy, signed by not less than ten Members, with the Elections Committee at least three weeks before the annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

Section 4. Method of Election. The Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5. Resignation and Removal. The unexcused absence of an Elected Trustee from three consecutive regular meetings of the Board shall be deemed a resignation; however, the Trustee shall be provided a reasonable opportunity to be heard and if an explanation satisfactory to the Board is given, the Board may reinstate the Trustee. Any Elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. Vacancies. In the event of death, resignation, or removal of an Elected Trustee, his successor shall be selected by the remaining Elected Trustees, and shall serve until the next

annual meeting, when a successor will be elected to finish the unexpired term or a new term as applicable.

Section 7. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Powers. The Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to Members or the Developer.

Section 9. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

(a) exercise its powers in accordance with the Governing Documents;

(b) cause to be kept a complete record of all its corporate affairs, including the Book of Resolutions, make such records available for inspection by any Member, his agent, or Institutional Lender who has an interest in the Properties and present an annual statement thereof to the Members and First Mortgagees;

(c) adopt and follow procedures for adoption and publication of board resolutions to be included in the Book of Resolutions, including the provision for hearing and notice to members for resolution on rules, the annual budget and other matters affecting the rights of Members;

(d) adopt and publish rules and regulations, including fees, if any, governing the use of the Common Area and facilities

and the personal conduct of the Members and their guests thereon, and include these in the Book of Resolutions;

(e) establish architectural standards for the Properties in accordance with the procedures specified in the Book of Resolutions;

(f) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(g) designate depositories for Association funds, designate those officers, agents, and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(h) send written notice of each assessment to every Owner subject thereto at least 30 days in advance of the due date of the annual assessment or first installment thereof;

(i) appoint the committees prescribed in Article VIII herein and such other committees the Board deems necessary or helpful; and

(j) exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VII

OFFICERS

Section 1. Enumeration of Offices. The officers of the Association shall be a president and a vice president, who shall at all times be members of the Board of Trustees, a secretary,

and a treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

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

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

Section 4. Resignation and Removal. After being provided a reasonable opportunity to be heard, any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of president and secretary may not be held by the same person.

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

- (a) President. The president shall preside at all meetings of the Board of Trustees and of the Association (unless the Board designates another officer to preside at such meetings);

see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds, and other written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and exercise and discharge such duties as may be required of him by the Board.

(c) Secretary. The secretary shall cause the minutes to be kept of all meetings and proceedings of the Board and of the members; cause the Book of Resolutions to be maintained; serve as custodian of Association files and records, keep the corporate seal of the Association and affix it on all papers requiring said seal; cause notice to be served to members and Institutional Lenders as required in the Governing Documents; cause a roster to be maintained of the names of all Members of the Association together with their addresses, as registered by such Members; cause a roster to be maintained of all First Mortgagees, together with the properties in which each has an interest and annually send a copy of such roster to the Lead Lender; and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Trustees; ~~co-sign any~~ promissory notes and contracts; ~~see that proper books of account~~ are kept; cause an annual audit of the Association books to be

made by a certified public accountant at the completion of each full fiscal year; be the chief officer responsible for the annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board at its annual meeting; annually submit the audited financial statements.

ARTICLE VIII

COMMITTEES

Section 1. Elections Committee. The Board of Trustees shall appoint an Elections Committee no later than two months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a Trustee, and at least four Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Trustees and Neighborhood Boards in accordance with procedures adopted by the Board and placed in the Book of Resolutions.

Section 2. Neighborhood Boards.

(a) As soon as the Class B Membership votes equal fifty percent (50%) of the Class A Membership votes in a Neighborhood, the Board of Trustees shall call a meeting of the Members in the Neighborhood at which five Members shall be elected as an ad-hoc Neighborhood Board. Thereafter, in conjunction with the annual meeting of the Association, the Class A and Class B Members of a Neighborhood shall elect five (unless otherwise designated by the Trustees) Neighborhood Members to serve as the Neighborhood Board. The Neighborhood Board shall consist of between 3 and 7

members as established by the Trustees. Each Board shall elect its own chairman.

(b) It shall be the duty of the Board to:

(i) advise the Board of Trustees each year on the proposed budget for maintaining and operating the Common Areas within the Neighborhood and providing services for the Neighborhood;

(ii) review and make recommendations on applications referred to it by the Architectural Review Board;

(iii) advise the Board of Trustees as to the consensus of Neighborhood Members on Association matters;

(iv) perform such duties as may be assigned by the Board of Trustees.

(c) However, should less than twenty-five percent (25%) of the outstanding Class A and B votes be cast in such election, the Board of Trustees shall have the right to fill by appointment those positions which were the subject of the election. Such Trustees must be Members of the Association, but they need not be Neighborhood Members.

ARTICLE IX

ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three or more Members appointed by the Board of Trustees. Members shall serve staggered three year terms, as determined by the Board of Trustees.

Until the rights of the Developer as Developer cease, the Architectural Review Board shall consist of two committees: The

New Construction Panel and the Modification and Change Panel. Thereafter, the New Construction Panel shall be terminated.

After the rights of the Developer as Developer cease, no member of the Architectural Review Board may be a Trustee.

Section 2. Method of Selection. The Developer shall nominate three persons and one alternate to serve as the New Construction Panel of the Architectural Review Board. The Board of Trustees shall appoint or reject such nominees and, in case a nominee is rejected, the Developer shall thereupon nominate another person for appointment.

Section 3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among themselves, a Chair, a Vice-Chair, and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board shall:

(a) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners and of the Association for improvements or additions (as described in

Article VI of the Declaration) to Lots, Living Units or Common Areas; in this regard, during the period the Board is composed of the committees described above, the New Construction Panel shall act with respect to initial improvements to the Common Area and Lots; the Modification and Change Panel shall act with respect to modification and changes to the Common Area and Lots, including improvements thereon.

(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration; and

(c) Adopt architectural guidelines and programs subject to the confirmation of the Board of Trustees; and

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(e) Maintain complete and accurate records of all actions taken.

ARTICLE X

MEETINGS OF THE BOARD OF TRUSTEES

THE ARCHITECTURAL REVIEW BOARD

AND STANDING COMMITTEES

Section 1. Regular Meetings. Regular meetings of each board or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board or committee. Notice, however, may be waived in writing by any member.

Section 2. Special Meetings. Special meetings of any board or committee shall be held when called by the president of the

Association, by its chairman or by any two members of such board or committee, after not less than three (3) days notice to each member of such board or committee.

Section 3. Quorum. A majority of the members of a board or committee shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three members.

Section 4. Executive Sessions. All meetings of boards or committees shall be open to observers, except the president or chairman may call a board or committee into executive session on matters of personnel or matters of a sensitive legal nature. Any action taken by a board or committee in executive session shall be recorded in the minutes of such board or committee.

Section 5. Action Taken Without a Meeting. The members of a board or committee 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 members of such board or committee. Any action so approved shall have the same effect as though taken at a meeting of the board or committee.

ARTICLE XI

INDEMNIFICATION

Each officer, trustee, and board member of the Association, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in

the Association, except to the extent such liability, damage or injury is covered by any type of insurance. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the Members or otherwise.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of October and end on the last day of September of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIII

AMENDMENT

Section 1. Method. These Bylaws may be amended:

(a) By a vote of two-thirds (2/3) of the Trustees of the Board of Trustees at any meeting duly called for that purpose, providing notice of the meeting and the proposed amendments has been given to the Members at least fifteen (15) days prior to the meeting; or,

(b) At a meeting of the Members, by a two-thirds (2/3) vote of a Quorum of Members, providing the proposed amendments have been submitted to the Board of Trustees in writing at least thirty (30) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting.

Amendments shall become effective upon adoption.

Recognizing that the above Bylaws of the Fair Woods Homeowners Association have been in effect since 1983, having been duly adopted by the original Board of Trustees, and that said Bylaws have yet to be recorded in the Land Records Department of Fairfax County, the present Board of Trustees do hereby re-adopt the original Bylaws, herein, for purposes of filing the Bylaws with Fairfax County.

IN WITNESS WHEREOF, we, being all of the Trustees of Fair Woods Homeowners Association, have here unto set our hands this 17th day of April, 1989.

Baretta A. Fountas
TRUSTEE

Joseph F. DeLahou
TRUSTEE

Sandra E. Whitridge
TRUSTEE

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

SWORN and SUBSCRIBED before me by BARRETT N. FOUNTOS, on
this 17th day of April, 1989.

James H. Heaker
Notary Public

My Commission expires: 8.4.89

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

SWORN and SUBSCRIBED before me by RALPH F. DESALVO, on
this 17th day of April, 1989.

James H. Heaker
Notary Public

My Commission expires: 8.4.89

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

SWORN and SUBSCRIBED before me by LAURA E. WHITRIDGE, on
this 17th day of April, 1989.

James H. Heaker
Notary Public

My Commission expires: 8.4.89

APR 28 1989

RECORDED FAIRFAX CO VA

TESTE: Theresa B...
CLERK