

SECOND AMENDED AND RESTATED BY-LAWS OF GREAT OAK SQUARE
HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

ARTICLE I

NAME AND LOCATION. The name of the corporation is Great Oak Square Homeowners Association, Inc., hereinafter referred to as the “Association”. Meetings of members and directors may be held at such places within the State of Virginia and County of Fairfax as may be designed by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to Great Oak Square Homeowners Association, Inc., its successors, and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owner.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area,

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Properties, including contract performance of an obligation.

Section 6. “Declarant” shall mean and refer to Wills Investment, Inc. a Maryland corporation, its successors, and assigns, if such successor or assign should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. “Declaration” shall mean and refer to the Declaration of Covenants, Condition and Restrictions applicable to the Properties records in the office of Clerk of Circuit Court of Fairfax County, Virginia.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. “Applicable Law” means all statutes, laws, common law, rules, regulations, ordinances, codes, and other legal requirements of any Federal or Virginia Governmental Authority, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirements of any Federal or Virginia court or Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question. Unless otherwise provided, the laws of the Commonwealth of Virginia shall apply.

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Section 10. "Assessment" means a Common Expense Assessment, Special Assessment, Services Assessment, or Individual Assessment, in each case imposed with respect to Lots and Owners in accordance with the Association Documents.

Section 11. "Common Area" means those areas of the Property (a) owned either in fee or by easement by the Association for the common benefit, use, and enjoyment of the Owners, or (b) owned, leased or otherwise dedicated to the County or other Governmental Authority and maintained by the Association pursuant to the Entitlements, or (c) owned either in fee or by easement by an Owners Association and maintained by the Association pursuant to the Entitlements and other agreements with the Association.

Section 12. "Common Expenses" means all expenditures lawfully incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

Section 13. "Costs of Collection" means any cost incurred by the Association rendered necessary by an Owners' act or omission to act, regardless of neglect or culpability, shall include, but shall not be limited to, legal fees, management fees, late fees, interest, court costs, reasonable attorney's fees, administrative charges, notice charges, process service charges, post collection legal and or legal fees, release fees, copy charges, postage and mailing charges or any other costs associated with collection incurred by the Association or its agent's contractors or management in the collection of any assessment or penalty, lien, foreclosure or judgment action, regardless of whether a lawsuit is filed, settled by agreement or by enforced by legal action.

Section 14. "Costs of Enforcement" means collectively any costs incurred by the Association and the expense of all upkeep rendered necessary by an Owners' act or omission to act, or the act or omission to act of such Owner's tenant or such Owner's (or tenant's) household members, guests, employees, agents, or invitees, regardless of neglect or culpability. Any Costs of Enforcement, including without limitation legal fees, management fees, administrative charges, notice charges, process service charges, post collection legal and or legal fees, release fees, copy charges, postage and mailing charges or any charge incurred by the Association or its agents, contractors or management in the collection of any assessment, monetary sanction or penalty, lien, foreclosure or judgment action, regardless of whether a lawsuit is filed, settled by agreement or enforced by legal action and incurred as a result of a failure to comply with the Association Documents by any Owner, tenant, guests, employees, agents or invitees may be assessed against such Lot Owner's Account upon the direction of the Board of Directors to so charge Cost of Collection and Costs of Enforcement actions to such Lot Owner.

Section 15. "Individual Assessment" means an assessment levied against an individual Owner with respect to a Lot in accordance with Article XI hereof.

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Section 16. “Rules and Regulations” means the rules and regulations governing the use, occupancy, operation, and physical appearance of the Property, as the same may be adopted and amended by the Board of Directors.

Section 17. “Upkeep” means maintenance, operation, repair, repainting, remodeling, restoration, renovation, alteration, replacement, and reconstruction.

Section 18. “Special Assessment” means any charges assessed by the Association upon all Members for actual Common Expenses that exceed the estimate of Common Expenses in the Budget, pursuant to Article XI hereof.

Section 19. “Governing Documents” refers to all Deed of Dedication, Deed of Re-subdivision and Rededication and Easement Agreement, Articles of Incorporation and By-Laws, and any rules or policies currently in effect.

Section 20. “Management” and/or “Management Agent” means at any given time the duly hired professional management team to manage the Association. In addition, management may mean the act of the board in taking acts, actions, or decisions as permitted by Article V of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Each subsequent regular annual meeting shall be held on the second Wednesday in November at the hour of 7 PM or thereafter, as determined by the Board of Directors. If the date for the annual meeting falls on a legal holiday, the meeting will be held the following Wednesday at the same hour.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-four (1/4) of all of the votes of the Class A membership.

Section 3. Notice to Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 25 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, or supplied by such member to the Association or 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. Notwithstanding the previous sentence, notice may be accomplished by the methods specified in Article XV.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of Class A 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

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members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, 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 upon conveyance by the member of his Lot.

5.1. All in-person and proxy/ballots shall be counted in determining a quorum.

5.2. Voting by acclamation may be made by motion, second and approval by the members on matters that are on the provided agenda at the meeting.

Section 6. Conduct of Meetings. The Board of Directors may adopt such regulations as it deems advisable for any meeting of members with respect to proof of membership in the Association, evidence of the right to vote, the appointment and duties of inspectors of votes and other matters concerning the conduct of the meeting. Such regulations shall be binding upon the Association and its members.

Section 7. Delinquency. No Owners may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 8. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by no fewer than two-thirds of the members of the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a Board of not to exceed nine (9) Directors, who shall be members of the Association. The Board shall be composed of not to exceed four (4) Officers but no less than three (3) Officers and no more than five (5) at-large Directors. Should the number of Officers drop below three (3), this shall in no way preclude the authority of the board to fulfill its responsibilities. The Officers and Directors shall determine the number of board members at least 30 days prior to any annual Members meeting. The board need not increase or decrease the number of board members at its annual determination of the number of Directors to serve on the Board.

Section 2. Term of Office. At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at such meeting thereafter the members shall elect one-third of the officers and directors for a term of three years.

Section 3. Removal. At any regular or special duly called meeting of the Association where the meeting notice states that the purpose (or one of the purposes) of the meeting is to vote on the

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removal of one or more Directors, such Director(s) may be removed, with or without cause, by a majority of the votes entitled to be cast by members, and a successor may then and there be elected by such membership classes to fill the vacancy thus created for the remainder of the term of the Board member so removed. A Director may also be removed by a vote of the Board of Directors if a director miss two (2) or more regular meetings without prior notification to the Board of Directors from the Board of Directors, without member action.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Notice to Directors. Notice of any meeting of the Board of Directors for which notice is required shall be delivered by hand in writing, email, text message or other electronic method to each Director at the dwelling unit owned by him on the Property (or at such other address as may appear in the Associations' records) at least two days prior to such meeting. Any Director may, in a writing signed by him, waive notice of any meeting before or after the date of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting by the Director.

Section 6. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board; in no event shall any action of the Board be approved by a vote of less than four (4) affirmative votes. If less than a majority of the Directors are present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Action. The act of a majority of the Directors presents at a meeting at which a quorum of Directors is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation of the Association, or by these By-Laws.

Section 8. Compensation. Directors shall not receive any compensation for their services as Director. By resolution of the Board of Directors, reimbursement for approved expenses may be paid to a Director by the Association.

Section 9. Informal Action by Directors. Any action which may be taken, or which is required by law to be taken at a meeting of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed unanimous consent of the Directors.

Section 10. Participation. Participation in a meeting of the Board of Directors and the ability to act therein, may occur by means of a conference telephone or similar communication equipment, where all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

ARTICLE V

ELECTION OF DIRECTORS

Section 1. Nomination. Nominations may be made only from members of the Association.

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Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in 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. Cumulative voting is not permitted. The persons receiving the largest number of votes shall be elected. Voting by acclamation may be made by motion, second and approval by the members on matters that are on the provided agenda at the meeting.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly bi- monthly or quarterly as decided by the Board to meet the required Board workload, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. In no case shall the Board hold less than four (4) Board meetings in any fiscal year.

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 directors, after not less than three (3) days' notices to each director.

Special meetings of the Members may be called at any time by the President, by the Board of Directors, or upon the written request of the Members who are entitled to vote at least twenty-five percent (25%) of all of the votes of the Class A memberships contemplated in the Declaration.

Section 3. Quorum. A majority of the number of 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 regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, including the right to levy monetary charges and other penalties against Members.
- (b) suspend (i) the voting rights, (ii) the right of any Owner to be elected to the Board, and (iii) the right of any Owner or Resident to use the Common Area and facilities or services, provided directly through the Association (to the extent that access to the Owner's Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of the Owner or Resident) for so long as any Assessment for such Lot remains unpaid and overdue for more than

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- sixty (60) days, pursuant to Section 55.1, Chapter 18, Article 2 of the Virginia Property Owners Association Act;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and
 - (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) or more regular meetings of the Board of Directors without prior notification the Board of Directors, or deemed not in Good Standing; and
 - (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
 - (f) To collect Assessments, Special Assessments, Service Assessments, and Individual Assessments which Assessments shall be fixed and collected in accordance with the Governing Documents, as well as assessed costs, costs of collections and enforcement and other charges; and
 - (g) to perform the management and administration of the business, property, and affairs of the Association. Unless otherwise specifically provided in the Act or other Applicable Law or the Association Documents, all rights, powers, obligations, and duties of the Association may be performed by the Board in the name of and on behalf of the Association. The Board shall have all of the powers specified in By-Laws, the Act, the Virginia Property Owners' Association Act, and the Association Documents that are reasonably necessary for the proper management and administration of the business, property, and affairs of the Association. Without limiting the generality of the foregoing, the Board shall have the power to (a) levy Assessments, as well as costs, costs of collections and enforcement, and other charges; (b) adopt and approve the Association's Budgets; (c) retain a managing agent and to delegate duties and responsibilities to the managing agent to the extent permitted in the Association Documents and the Act, (d) retain the services of lawyers, accountants, architects, engineers and other professionals, and (e) adopt reasonable Rules and Regulations.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
- (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

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- (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 of law against the owner personally obligated to pay the same.
- (d) As more fully provided in the Declaration, to:
- a. Issue, or to cause an appropriate office to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
 - b. procure and maintain adequate liability, fidelity, directors and officers, and general and hazard insurance on property owned by the Association.
 - c. cause all Officers or employees having fiscal responsibilities to be bonded, in accordance with applicable law.
 - d. cause the Common Area to be maintained; and
 - e. approve an annual budget.
 - f. Bring an action at law against any Owner for his failure to pay required Assessments and other charges; such action may include foreclosing the applicable lien yes against such Owner's property; any such action shall not be deemed an election of remedies, so to preclude any other act or actions.
 - g. otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these By-Laws.

Section 3. Fidelity Bonds. The Board of Directors shall require that all Officers, Directors, and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty, all in accordance with applicable provisions of the POA Act. The premiums on such bonds or insurance shall be paid by the Association.

Section 4. Disclosure package. Prepare and make available to the seller of a lot a disclosure package as described by the Code of Virginia in the Virginia Property Owners' Association Act at Section 55.1, Chapter 18, Article 2, et seq, as amended.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. Four (4) Officers of this Association shall be a president, vice-president, a secretary, and treasurer who shall at all times be members of the Board of Directors.

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.

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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 he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as they 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. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 resignation shall not be necessary to make it effective.

Section 6. 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 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any other officers except in the case of special offices created pursuant to Section 4 of this Article.

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

PRESIDENT

- (a) The president shall preside at all meetings of the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

- (b) 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 shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) 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 on all papers requiring said seal; serve notice or meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

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TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Other Duties. In the absence of the President the Vice President may sign memorandum of liens; in the absence of the Vice President the treasurer may sign memorandum of liens.

ARTICLE IX

COMMITTEES

Section 1. Committees of Directors. By resolution adopted by a majority of the Directors holding office, the Board of Directors may designate one or more committees, to exercise the authority of the Board of Directors in the management of the affairs of the Association to the extent set forth in the resolution; provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Articles of Incorporation.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of the Board of Directors to perform such duties and to have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may recommend rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. All Committee rules shall be approved by the Board of Directors.

ARTICLE X

BOOKS AND RECORDS

Section 1. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Secretary and Treasurer, and in accordance with generally accepted accounting practices, consistently applied. The Secretary and Treasurer shall direct Management as needed, and ensure work is performed in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area, services required or provided with respect to the same and any other expenses incurred by the Association.

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Section 2. Auditing. At the close of each fiscal year, the books and records of the Association shall be reviewed or audited by an independent Public Accountant, as determined by a decision of the Board of Directors, whose review report or audit report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall make available to the Members, and any Mortgagee requesting the same, an annual financial statement, including the income and disbursements of the Association, within one hundred eighty (180) days following the end of each fiscal year.

Section 3. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon, the Declaration, Articles of Incorporation, and By-Laws, and other records maintained by the Association pursuant to the POA Act, shall be available for examination by the Members and their duly authorized agents or attorneys, and to the holder of any First Mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice, all in accordance with the applicable provisions of the POA Act, and the rules and regulations established by the Board of Directors. The costs for reviewing and copying such records shall be in accordance with the cost schedule adopted by the Association in accordance with applicable law.

ARTICLE XI

ASSESSMENTS

Section 1. Annual assessments or charges, individual assessments, special assessments for capital improvements, and other special assessments, as adopted, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 2. Lien. Each Assessment (together with any interest, late charges, Costs of Enforcement and Costs of Collection, reasonable attorneys' fees, and court costs) shall be a continuing lien on the Lot/dwelling unit against which the Assessment is made on the date payment of the Annual Assessment (or applicable charge becomes due.)

Section 3. Personal Obligation of Members. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the joint and several personal obligations of the person (or persons) who is the Owner of such property at the time when the assessment falls due. This personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose related to the use and enjoyment of the Common Area.

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Section 5. Interest and Late Charges. Interest on delinquent payments at the rate of twelve percent (12%) per annum from the Due Date (as defined above) until paid in full.

Section 6. Late Charges. A fee of \$20.00 or as defined in a Board resolution, of the delinquent periodic assessment, which is added to the Member account on the 31st day of the assessment period and thereafter is a part of the continuing lien for assessments or such other amount as the Board may determine by resolution.

Section 7. Late Notice. A notice sent each month to Members who have not paid their assessments in full by the thirtieth (30th) day of the month, such notice to include: (a) a post-delinquency or other statement \$20 late fee of the periodic assessment, and interest at a rate of twelve percent (12%) per annum from the Due Date); and (b) a statement to the Member that the following actions shall be taken if the account is not brought current within ten (10) days: (i) the Member will be deemed a Member Not In Good Standing (as defined below) after an opportunity for a hearing held any time after the 61st day of any delinquency in any fiscal year.

Section 8. Good Standing & Revocation of Good Standing. A Member of the HOA who has paid all of his assessments and other costs attributable to the Member or his property (including all late fees, penalties, interest, at costs/fees associated with any payment delinquency) and is not in violation of any of the Declaration, By-Laws, covenants, resolutions, or other governing documents of the HOA. Revocation of the rights of a member who is delinquent in the payment of assessments to the Association (and such delinquency is for more than 30 days), including the right to vote and to use any recreational facility--and such revocation starts on the 31st day of delinquency and continues until all debt obligations to the Association are paid in full.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Great Oak Square Homeowners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that in the event that any of the properties described in Article II Section II have been developed in accordance with general plan submitted to the Federal Housing Administration and the Veterans Administration or similar governmental agency.

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

ARTICLE XIV INDEMNIFICATION

Section 1. Indemnification. Each director, officer and committee member acting under the direction and supervisor of the Board of Directors (his heirs, executors and administrators) shall be indemnified by the Association against reasonable costs and expenses incurred by him in connection with any action, suit or proceeding, or threatened action, suit or proceeding, to which he may be made a party by reason of his being or having been a director or officer of the Association, except in relation to any action, suits or proceedings in which he has been adjudged liable because of negligence or misconduct, which shall be deemed to include willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

Section 2. In the absence of an adjudication which expressly absolves the director or officer of liability to the Association, or its members, for negligence and/or misconduct, or in the event of a settlement, each director and officer (and his heirs, executors and administrators) shall be indemnified by the Association against payments made or to be made, (including reasonable costs and expenses); provided that such indemnity shall be conditioned upon the prior determination by a resolution of two-thirds (2/3) of those members of the Board of Directors who are not involved in the action, suit or proceeding, that the director or officer has no liability by reason of negligence or misconduct within the meaning thereof as used herein; and provided further that if a majority of the members of the Board of Directors are involved in the action, suit or proceeding, such determination shall have been made by a written opinion of independent counsel. Amounts paid in settlement shall not exceed costs, fees and expenses which would have been reasonably incurred if the action, suit, or proceeding had been litigated to a conclusion.

Section 3. Such a determination by the Board of Directors or by independent counsel, and the payments of amounts by the Association on the basis thereof, shall not prevent a Member from challenging such indemnification by appropriate legal proceedings on the grounds that the person indemnified was liable to the Association or its security holders by reason of negligence or misconduct, within the meaning thereof as used herein.

Section 4. The foregoing rights and indemnification shall not be exclusive of any other rights to which the officers and directors may be entitled according to law.

Section 5. No officer of the Association or member of the Board of Directors shall be personally liable for the performance of any contract or agreement entered into by an officer or by the Board of Directors on behalf of the Association.

Section 6. Mandatory Fidelity Insurance Coverage: as in accordance with Virginia Code, the Board of Directors shall obtain and maintain Fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent. Such fidelity bonds shall; (i) name the Association as an obligee;

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(ii) be written in an amount not less than one-half ($\frac{1}{2}$) the total annual assessments for the year plus expected reserves or the current amount required by the Mortgagees, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(a) All policies shall be written with a company licensed to do business in Virginia and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available and, if not available, the most nearly equivalent rating.

(b) That no policy may be canceled, invalidated, or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner, or mortgagee.

ARTICLE XV

USE OF TECHNOLOGY

Section 1. Updated Technology Use. Due to the development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under Deed of Dedication and these By-Laws or these By-Laws, as amended may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. This Section shall govern the use of technology in implementing the provisions of the Deed of Dedication and these By-Laws and dealing with notices, payments, signatures, votes, consents, or approvals.

Section 2. Electronic transmission and other equivalent methods. The Association, the Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under the Deed of Dedication and these By-Laws or these By-Laws by any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

Section 3. Signature Requirements. Subject to the requirements of Federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Deed of Dedication and these By-Laws or these By-Laws.

Section 4. Voting rights. Voting, consent to and approval of any matter under these the Deed of Dedication and these By-Laws, the By-Laws, or applicable provisions of the Virginia Code, as amended, may accomplished by electronic transmission or other equivalent technological

BY-LAWS

means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.

Section 5. Nontechnology alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.

Section 6. Gender, etc. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 7. Construction. These By-Laws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Deed of Dedication and these By-Laws or the Articles and these By-Laws, the Deed of Dedication and these By-Laws or Articles shall control.

INTENTIONALLY LEFT BLANK

BY-LAWS

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned, constituting the duly elected President of this Association, have executed those By-Laws this 4th day of December 2021

WITNESS:

Great Oak Square Homeowners' Association, Inc.

By: M C C

Marc Crudo, President

STATE OF VIRGINIA :

COUNTY OF FAIRFAX TO-WIT :

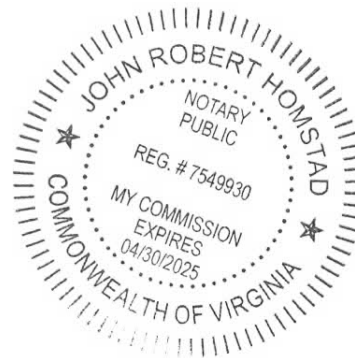
SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Marc Crudo, President of Great Oak Square Homeowners' Association, Inc., this 4 day of December, 2021

Given under my hand this 4 day of December, 2021.

[Signature]
Notary Public
John Robert Homstad
Printed Name

7549930
Registration Number

30 April 2025
My Commission Expires:



BY-LAWS

IN WITNESS WHEREOF, we being all the Directors of Great Oak Square Homeowners' Association, Inc.. have hereunto set our hand to these Second Amended and Restated ByLaws this 4th day of DECEMBER, 2021.

WITNESS:

By: *M C C*

Marc Crudo, President

STATE OF VIRGINIA :

COUNTY OF FAIRFAX TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Marc Crudo, President of Great Oak Square Homeowners' Association, Inc., this 4 day of December, 2021

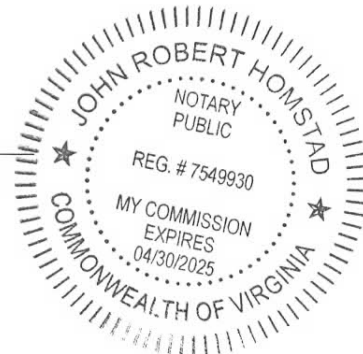
Given under my hand this 4 day of December, 2021.

[Signature] Notary Public
John Robert Homstad Printed Name

7549930

Registration Number

My Commission Expires: 30 April 2025



BY-LAWS

By: *Joseph M. DeSantis*
Joseph M. DeSantis, Director

STATE OF VIRGINIA :
COUNTY OF FAIRFAX TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid Joseph M. DeSantis, Director for Great Oak Square Homeowners' Association, Inc., this 8 day of December, 2021

Given under my hand this 8 day of December, 2021.

A. Himagiri Himagiri Achanta
Notary Public Printed Name

7948340
Registration Number
My Commission Expires: 6/30/2025



BY-LAWS

By: 

Mohammad Asim Iqbal, Director

STATE OF VIRGINIA :

COUNTY OF FAIRFAX TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Mohammad Asim Iqbal, Director, of Great Oak Square Homeowners' Association, Inc., this 17 day of December, 2021

Given under my hand this 17 day of December, 2021.



Notary Public

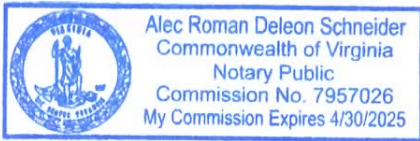
Alec Roman Deleon Schneider

Printed Name

7957026

Registration Number

My Commission Expires: 04/30/2025



BY-LAWS

By: Kirsten O. Hill

Kirsten Hill, Director

STATE OF VIRGINIA :

COUNTY OF FAIRFAX TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid Kirsten Hill, Director of Great Oak Square Homeowners' Association, Inc., this 3rd day of Dec, 2021

Given under my hand this 3rd day of Dec, 2021.

[Signature]

Notary Public

Sepideh Shahriari

Printed Name

7060550

Registration Number

My Commission Expires: 4-30-2022

SEPIDEH HASSAN SHAHRIARI
7060550
COMMONWEALTH OF VIRGINIA
EXPIRES
APRIL 30, 2022

BY-LAWS

By: W Baldwin
William Caleb Baldwin, Director

STATE OF VIRGINIA :

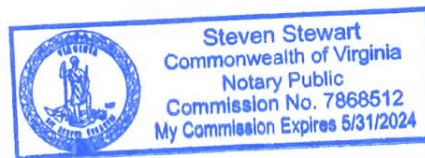
COUNTY OF FAIRFAX TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid William Caleb Baldwin, Director of Great Oak Square Homeowners' Association, Inc., this 15 day of Dec, 2021

Given under my hand this 15 day of Dec, 2021.

[Signature] Notary Public Steven Stewart Printed Name

7868512
Registration Number
My Commission Expires: 5/31/24



BY-LAWS

By: [Signature]
John Lujan, Director

STATE OF VIRGINIA :
COUNTY OF FAIRFAX TO-WIT :

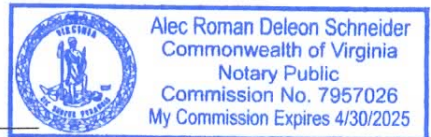
SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid John Lujan, Director of Great Oak Square Homeowners' Association, Inc., this 3 day of December, 2021

Given under my hand this 3 day of December, 2021.

[Signature]
Notary Public

Alec Roman Deleon Schneider
Printed Name

7957026
Registration Number
My Commission Expires: 04/30/2025



BY-LAWS

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly appointed/elected and acting President of Great Oak Square Homeowners' Association, Inc., a Virginia non-stock corporation, and,

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted at a meeting of the Members, held on the 14th day of October 2021.

By: Marc A. Crudo

Marc A. Crudo, President

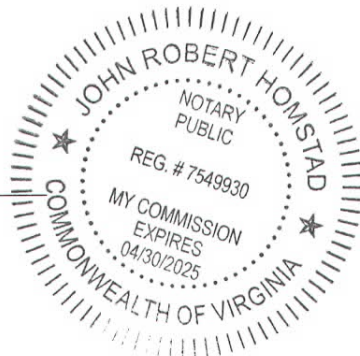
STATE OF Virginia :
COUNTY OF Fairfax TO-WIT :

SUBSCRIBED, SWORN and ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Marc A. Crudo, President of Great Oak Square Homeowners' Association, Inc., this 4 day of December, 2021

Given under my hand this 4 day of December, 2021.

[Signature]
Notary Public
John Robert Homstad
Printed Name

7549930
Registration Number
My Commission Expires: 30 April 2025



BY-LAWS

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