

AMENDED AND RESTATED
BYLAWS
OF
CHURCHILL SQUARE ASSOCIATION, INC.

Article I
Name, Principal Office and Definitions

Section 1.1. Name. The name of the Association shall be Churchill Square Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.2. Principal Office. The principal office of the Association in the Commonwealth of Virginia shall be located in Fairfax County. The Association may have such other offices, either within or outside the Commonwealth of Virginia, as the Board of Directors may determine or as the affairs of the Association may require.

Section 1.3. Definitions. The words used in these Bylaws shall have the same meaning as set forth below.

(a) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

(b) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions.

(c) "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.

(d) "Member" shall mean and refer to every person or entity who holds a membership in the Association.

(e) "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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Properties" shall mean and refer to Lots 1 through 151 and Parcel A, Churchill Square, as the same is duly dedicated, platted and recorded in Deed Book 4572 at Page 313, among the Land Records of Fairfax County, Virginia, as amended, and such additions thereto as may thereafter have been brought within the jurisdiction of the Association.

Article 2
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. The Association shall have one (1) class of membership as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at such places within the Commonwealth of Virginia convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 2.3. Annual Meetings. Regular annual meetings shall be set by the Board so as to occur at least once each year on a date and at a time set by the Board of Directors.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after

adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in the Bylaws for regular meetings or as otherwise allowed by law. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing, in person or by proxy, at least five (5%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 2.8. Voting. The voting rights of the Members, if any, shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 2.9. Proxies. Any Member entitled to vote may do so by written proxy duly executed by the Member, or in cases where the Member is more than one (1) person, by all such persons or a person having authority on their behalf. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association. A proxy shall be automatically revoked if the Member who has given such proxy is in attendance at a meeting.

Section 2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number present in person or by proxy.

Section 2.11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing ten percent (10%) of the total votes of the Association shall constitute a quorum at all meetings of the Association. Any provisions in the Declaration concerning quorums is specifically incorporated herein.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Article 3

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, with each director having one (1) vote. The directors may be Members or spouses of such Members or nonmembers; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 3.2. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as determined by resolution of the Board of Directors from time to time, provided that in no event shall any resolution end the term of an elected director prior to the expiration of such director's term.

Section 3.3. Election and Term of Office. All directors shall be elected by the Members, except for directors appointed by the Board of Directors to fill a vacancy as provided in Section 3.4. All of the directors elected by the Members shall be elected to serve for three (3) year terms unless elected to fill a vacancy for a shorter term and shall serve until the annual meeting of membership next following his/her election and until his/her successor shall have been elected and shall have qualified, or until his/her earlier death or resignation. Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. Directors may be elected to serve any number of consecutive terms.

Section 3.4. Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the vote of a majority of the Owners. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members for the remainder of the term of such director. Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability, removal by the Board as provided above or resignation of any director, a vacancy may be declared by the Board, and it may appoint a successor to fill the vacancy until the next annual meeting, at which time the Owners shall elect a director who shall serve for the remainder of the term.

B. Meetings.

Section 3.5. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. The Board of Directors shall elect officers at such meeting.

Section 3.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. If a meeting is conducted by telephone conference or video conference or similar electronic means, at least two (2) members of the Board of Directors shall be physically present at the meeting place included in the notice or as otherwise allowed by law.

Section 3.7. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile or e-mail. All such notices shall be given at the

director's telephone or telefax number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telefax, or e-mail shall be delivered, telephoned, telefaxed or e-mailed at least seventy-two (72) hours before the time set for the meeting.

Section 3.8. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.9. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.10. Compensation. No director or officer shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any director or officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.12. Open Meetings. All meetings of the Board shall be open to all Members, subject to such reasonable rules as may be adopted by the Board and as may be required by law, and except for executive sessions as permitted by law, including without limitation, Section 55-510.1C of the Property Owners' Association Act, as amended.

Section 3.13. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 3.14. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the membership generally. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption of the Association's annual budget;

(b) making assessments to defray the common expenses of the Association, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the common expenses of the Association shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Area,

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a federally insured bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in federally or state insured depositories or accounts other than banks;

(f) establishing, adopting and enforcing rules and regulations with respect to use of the Common Area and Lots and operation of the Association, except where expressly reserved by the Declaration to the Members;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area and Lots in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty or failure to maintain;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and any rules and regulations adopted by the Board which the Board is hereby authorized to adopt regarding the Properties and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration and as otherwise deemed necessary by the Board, and paying the premium cost thereof;

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

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

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, the rules and regulations and all other books, records, and financial statements of the Association;

(n) granting easements to existing utility or communication suppliers and permitting utility and communication suppliers to use portions of the Common Area if in the Board's discretion such use is in the interest of the Association; and

doing such other things within its discretion as are for the benefit of the Association which are not required to be performed by the Members.

Section 3.15. Management. The Board of Directors may employ for the Association a professional management agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 3.14 of this Article. Any management agreement shall provide for termination with cause upon thirty (30) days notice and termination without cause and without penalty on not more than ninety (90) days notice.

Section 3.16. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

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

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

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

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

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

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

(1) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

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

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

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

(5) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent. (Any assessment or installment thereof shall be considered to be delinquent on the thirtieth (30th) day following the due date unless otherwise determined by the Board of Directors); and

(6) a reserve account report; and

(g) an annual report consisting of at least the following shall be distributed to any Member requesting, in writing, such a report within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be audited or reviewed, as determined by the Board, by an independent public accountant.

Section 3.17. Borrowing. Except as otherwise provided in the Articles of Incorporation, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes subject to the Articles of Incorporation and Declaration.

Section 3.18. Rights of the Association. With respect to the Common Area, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, both within and without the Properties.

Section 3.19. Enforcement. The Board, by a majority vote of a quorum of the Board, shall have the power to bring a suit or injunction, impose reasonable rules violation charges, which shall constitute a lien upon the property and the personal obligation of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area or services for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to prohibit ingress and egress to or from a Lot. In the event that any occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or a rule or regulation and a rules violation charge is imposed, the rules violation charge shall first be assessed against the occupant; provided, however, if the rules violation charge is not paid by the occupant within the time period set by the Board, the Owner shall pay the rules violation charge upon notice from the Association. Prior to imposition of any sanction against an occupant or Owner, the Board or its delegate shall comply with the Association's Due Process Procedures. In any such enforcement proceeding, the Association shall be entitled to its costs, expenses and reasonable attorneys' fees. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Federal, state and local law enforcement authorities are authorized to enter the Common Areas to enforce current laws.

Section 3.20. Enforcement Procedures. The Board shall take prompt action to collect any assessment or charge. Upon default in the payment of any one installment of an annual or special assessment, the Board shall have the right to accelerate and demand payment of the remaining balance of that assessment. Any installment of an assessment not paid within thirty (30) days after the due date shall be subject to late fees as may be determined by the Board. In addition, the Association shall be entitled to its costs, expenses and reasonable attorneys' fees of not less than twenty-five percent (25%) of the amount claimed.

Article 4 Officers

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Treasurer.

Section 4.2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Section 3.5. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices as well as such powers and

duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article 5 Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall serve at the pleasure of the Board and operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article 6 Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. Conflicts. If there are conflicts between the provisions of Virginia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Virginia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 6.3. Books and Records.

(a) Inspection by Members and Mortgagees. Except as may otherwise be required or permitted by law, the Declaration, Bylaws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, general books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, Member of the Association in good standing, or by the duly appointed representative of any of the foregoing upon five (5) days' written notice and for a purpose reasonably related to his or her interest in the Lot at the office of the Association or at such other place within the Properties as the Board shall prescribe.

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

- (1) notice to be given to the custodian of the records;
- (2) hours and days of the week when such an inspection may be made; and
- (3) payment of the cost of reproducing copies of documents requested.

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

Section 6.4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid or sent by such other method as may be permitted by law:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.5. Amendment. The Board may unilaterally amend these Bylaws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Otherwise, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing a majority of a quorum of the Members. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Churchill Square Association, Inc., a Virginia Nonstock corporation;

That the foregoing Bylaws constitute the revised and restated Bylaws of said Association, as duly adopted at a meeting of the Association held on the 29 day of May, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 29 day of May, 2002.

[SEAL]

Michelle DiCintio SepKS

Name:

Title: Secretary