Birkdale

AMENDED

AND

RESTATED BYLAWS

OF

BIRKDALE COMMUNITY ASSOCIATION, INC.

Approved Date 11-05-2026

Effective Date 11-17-2026

AMENDED AND RESTATED BYLAWS OF
BIRKDALE COMMUNITY ASSOCIATION, INC.

ARTICLE I
Plan of Ownership

Section 1. Applicability. These Bylaws provide for the governance of Birkdale Community Association, Inc., a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definition shall have the meanings specified for such terms in the Articles of Incorporation of the Association (the ''Articles") or in the Master Protections, A Declaration of Covenants, Easements and Restrictions dated as of November 17, 1988, made by Spring Run Associates, a Virginia general partnership and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office") in Deed Book 1990 at page 237 (the "Master Declaration"), as the same may have been or may hereafter be further amended or supplemented including without limitation any Supplemental Declaration described in Section 2.3 of the Master Declaration as amended or supplemented (the Master Declaration as amended or supplemented and any Supplemental Declarations as amended or supplemented being collectively referred to as the "Declarations").

Section 2. Compliance. Every Owner and all those entitled to occupy a Lot shall comply with these Bylaws.

Section 3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II
DEFINITIONS

As used in these Bylaws the terms shall have the meaning previously defined in the Declarations if so noted or as defined herein.

"Architectural Review Committee" shall have the meaning set forth in Section 6.1 of the Declaration. (Declarations, Articles 1.1)

"Articles" shall mean the Articles of Incorporation of the Association, as the same may be amended. (Declaration, Articles 1.1)

"Association" shall mean Birkdale Community Association, Inc., a Virginia nonstock corporation, its successors and assigns. (Declaration, Articles 1.1)

"Bylaws" shall mean the bylaws of the Association, as the same may be amended from time to time. (Declaration, Articles 1.1)

"Clerk's Office" shall mean the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (Declaration, Article 1.1)

"Common Area(s)" shall mean (i) all real estate specifically designated as such or as "Open Space" (other than Lots) on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Declarant and recorded in the Clerk's Office and (ii) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners. The Common Area includes, without limitation, areas set aside for pedestrian and bicycle paths and other recreational facilities intended to be used by all of the Owners but excludes the Golf Course and the Lakes and the Recreation Area. (Declaration, Article 1.1)

"County" shall mean Chesterfield County, Virginia. (Declaration, Article 1.1)

"Declaration" shall mean Master Protections, a Declaration of Covenants, Easements and Restrictions by Spring Run Associates, a Virginia General Partnership, dated November 17, 1988 and recorded at the Chesterfield Circuit Court on December 6. 1988.

"Lot" shall mean any lot designated as such on a recorded subdivision plat of the Properties or any subsequently recorded subdivision plat of the Properties, as the same may be amended from time to time. With respect to any portion of the Properties which is developed for multifamily, commercial or other purposes other than single family residences, the term "Lot" shall mean each parcel of land subjected in whole or in part to the Declaration and which is under separate ownership. (Declaration, Article 1.1)

"Member" shall mean every person or entity who holds membership in the Association. (Declaration, Article 1.1)

"Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. (Declaration, Article 1.1)

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ARTICLE III
Association

Section 1. Composition. The Association shall consist of all of the Members acting as a group in accordance with the Articles, the Declarations and these Bylaws. The Association shall have the responsibility of administering the Common Areas and, establishing the means and methods of collecting assessments and charges, arranging for the management of the Common Areas and performing all of the other acts that may be required or permitted to be performed by the Association by the Declarations and the Articles. Except as to those matters which the Declarations, the Articles or these Bylaws or applicable law specifically require to be decided by the vote of the

Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article IV of these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Association shall be held on the first Thursday in October of each year unless the same shall fall on a legal holiday, in which case the annual meeting shall be held on the next ensuing day which is not a legal holiday.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 4. Special Meetings.
The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than twenty-five percent of the membership votes. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The secretary shall mail to each Owner a notice of each annual or regularly scheduled meeting of the Association at least fourteen but not more than sixty days prior to such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten but not more than sixty days prior to such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Va. Code Ann. Section 13.1-900 or the dissolution of the Association shall be given as required by Va. Code Ann. Section 13.1-842. The mailing of a notice of meeting in the manner provided in these Bylaws shall be considered service of notice.

Section 6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, owners holding a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 7. Title to Lots. Title to a Lot may be taken in the name of one or more persons in any manner permitted by law. The Association may acquire, hold and transfer title to one or more Lots in its own name.

Section 8. Voting. Voting at all meetings of the Association shall be on the basis set forth in the Articles. Where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote appurtenant to such Lot shall be the person named in a certificate executed by all of the owners of such Lot and filed with the Secretary or, in the absence of such person from the meeting, the person who shall be entitled to cast the vote appurtenant to such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate

similarly executed. Wherever the approval or disapproval of an Owner is required by the Declarations, the Articles or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot at any meeting of the Association. Except where a greater number is required by law, the Declarations, the Articles or these Bylaws, owners holding more than one-half of the aggregate membership votes present in person or by electronic means (if the meeting is held fully or partially by electronic means),or by proxy or absentee ballot at a duly convened meeting at which a quorum is present ("Majority of Owners") are required to adopt decisions at any meeting of the Association.

Section 9. Proxies/Absentee Ballots. A vote may be cast in person or by electronic means (if the meeting is held fully or partially by electronic means), or by proxy or absentee ballot. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Va. Code Ann. Section 13.1-847 and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning such Lot. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy Owners holding ten percent of the aggregate membership votes shall constitute a quorum at all meetings of the Association.

Section 11. 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 thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declarations, the Articles, these Bylaws or applicable law; provided, however, failure to strictly follow Robert's Rules of Order shall not invalidate any action or decision of the Board or Members.

ARTICLE IV
Board of Directors

Section 1 Number. The affairs of the Association shall be managed under the direction of five (5) directors. The number of persons comprising the Board of Directors may be changed by amendment to these Bylaws but shall not be less than three (3) and shall be an odd number.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law, the Declarations, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the

benefit and enjoyment of the Common Areas; provided however, such rules and regulations shall not be in conflict with the Declarations, the Articles or these Bylaws. If applicable, the Board of Directors may from time to time elect to have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Owners as may be desirable or required pursuant to the Declarations and these Bylaws. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may rise between meetings of the Board of Directors as the Board of Directors deems appropriate. 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 on behalf of the Association:

(a) Prepare an annual budget in which there shall be established the regular assessments of each Owner.

(b) Make regular assessments and, to the extent permitted by the Declarations, special assessments against owners to defray the costs and expenses of the Common Areas, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the Declarations, the regular assessment against each Lot shall be payable as set forth by the Board of Directors.

(c) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(e) Collect the assessments against the owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Association.

(f) Enact and amend rules and regulations from time to time for the use of the Common Areas and establish fees for the use of Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Declarations, the Articles or these Bylaws; and provided further that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot and/or the Common Areas.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and

improvements to or alterations of the Common Areas in accordance with the Declaration.

(i) Enforce by legal means the provisions of the Articles, these Bylaws and the rules and regulations.

(j) Obtain and carry insurance as provided in the Declarations and in Article VI of these Bylaws.

(k) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(l) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, specifying the expenses of maintenance and repair of the Common Areas and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting).

(m) Acquire, hold and dispose of Lots and Common Areas.

(n) Do such other things and acts not inconsistent with the Declarations, the Articles or these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(o) Subject to Section 4 of Article VII of these Bylaws, grant permits, licenses and easements under, through and over the Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties.

(p) When it is authorized to do so as set forth in the Master Declaration, appoint members of the Architectural Review Committee.

Section 3. Managing Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding three years (exclusive of renewals) and shall by its terms provide that it is terminable without cause and without penalty by either party upon 90 days written notice to the other. Any Managing Agent who handles funds for the Association shall be covered by its own fidelity bond providing the coverage required by Section 4 of Article VI and naming the Association as an obligee.

Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in paragraphs (a), (c), (d), (e), (h), (i), (j), (k), (1) and (n) of Section 2 of this Article IV. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (m), (o) and (p) of Section 2 of this Article IV.

Standards. The Board of Directors may impose appropriate standards of

performance upon the Managing Agent.

Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter.

Section 4. Election and Term of Office. Election and term of office of members of the shall be as set forth in the Articles. All candidates shall be in good standing regarding assessment payments and violations of the Association rules.

Section 5. Removal of Members of the Board of Directors. Removal of directors shall be as set forth in the Articles.

Section 6. Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles.

Section 7. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a quorum of the Board of Directors shall be present thereat.

Section 8. 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. Notice of regular meetings of the Board of Directors shall be given to each director, by mail, or electronic communications at least three business days before the day named for such meeting. Notice shall also be given to Members of the Association in some manner reasonably calculated to be available to a majority of the Members.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each director, given by mail or electronic communications, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) directors. Notice shall also be given to Members of the Association in some manner reasonably calculated to be available to a majority of the Members.

Section 10.Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Va. Code Ann. Section 13.1-867B, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.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 vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

Section 13.Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 14.Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be signed by each director and shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15.Electronic/Virtual Meetings. The Board of Directors shall permit any or all Directors to participate in a regular or special meeting by electronic or virtual means, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means shall be deemed to be present in person at the meeting.

ARTICLE V
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. All elected officers shall be a member of the Board of Directors. Any appointed officers may, but need not, be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, with cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, execute notices of delinquent assessment in accordance with the Declarations; execute notices of and releases of the lien for delinquent assessments as described in the Declarations, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners and Mortgagees requesting notices shall be delivered; and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE VI
Operation of the Property

Section 1. Determination of Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget. The budget shall be established as set forth in the Declarations.

(c) Assessment and Payment of Assessments. Assessments shall be collected as set forth herein and in the Declarations.

(d) Reserves: The Board of Directors shall establish reserve funds including a reserve for the deductible on physical damage insurance policies, a reserve for replacement of assets, and a reserve for capital improvements.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each owner liable therefor shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 2. Payment of Assessments. Each owner liable therefor shall pay the assessments established by the Declarations and these Bylaws. No Owner shall be liable for the payment of any part of the assessment against his Lot and due subsequent to the date of recordation of a conveyance by him in fee of such Lot to a successor Owner (except a conveyance as security for the performance of an obligation). Each Owner waives the benefit of the homestead exemption as to any assessments levied against either the Lot or the Owner. Each such assessment, together with the interest, late charges and costs of collection (including attorneys' fees) shall also be the personal obligation of the Owner at the time the assessment fell due.

Section 3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any Owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment.

Section 4. Statement of Assessments and Access to Records. The Board of Directors shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of the amount of the regular and any special assessment levied against a Lot and all unpaid assessments due from such Owner. The Association may charge a fee for each such statement not to exceed $25.00. The Association shall make avail able during normal business hours for inspection, upon request by Owners, lenders and the holders, insurers and guarantors of the mortgage on any Unit, and prospective purchasers, current copies of the Declarations, Articles, Bylaws and any rules and regulations governing the Properties and other books, records and financial statements of the Association (including, if such is prepared, the most recent annual financial statement of the Association).

Section 5. Maintenance, Repair, Replacement and Other Expenses.

(a) By the Association. The Association shall be responsible for such maintenance, repair and replacement as is set forth in the Declarations.

(b) Manner of Repair and Replacement. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements performed by the Association shall be determined by the Board of Directors.

ARTICLE VII
Insurance

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article VI, all insurance policies relating to Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by the Declarations by this Article VI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Each such policy shall provide that:

I. The insurer waives any right to claim (i) by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (ii) invalidity arising from acts of the insured.

II. Such policy may not be cancelled, not renewed or substantially modified without at least fifteen (15) days prior written notice of the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all owners and Mortgagees and mortgage loan servicers.

(c) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

Section 2. Physical Damage Insurance.

The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the common Areas (including fixtures and building service equipment and personal property), naming the Association as insured for the use and benefit of all owners in an amount equal to not less than one hundred percent (100%) of the then current replacement cost of the improvements to the Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of $10,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

(b) Such policy shall also provide (unless otherwise provided):

I. A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so.

II. The following endorsements (or equivalent) if applicable and available: (i) ''contingent liability from operation of building laws", ''demolition cost" and ''increased cost of construction", (ii) "agreed amount" or its equivalent and "inflation guard," and (iii) "steam boiler and machinery coverage" within minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or $2,000,000.

III. That any "no other insurance" clause expressly excludes individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual owners or their Mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any sub-policies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting at least ten days prior to expiration of the then current policy. Not less frequently than once every three years, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the improvements to the Common Areas (exclusive of the land, excavations, foundations and other items usually excluded from such coverage), for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 2.

(d) The Association shall not obtain a policy where under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any owner or Mortgagee or mortgage loan services or become a lien on the Properties; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 3. Liability Insurance. The Association shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than $1,000,000 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas and other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, elevator collision liability, comprehensive automobile liability, contractual liability, garage keeper's liability and bailee's

liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 4. Other Insurance. The Association shall obtain and maintain:

Fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall:

(i) name the Association as an obliges;

(ii) be written in an amount that meets the requirements of Virginia Code 55.1-1827; 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;

Workmen's compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots.

Section 5. Separate Insurance. Each owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Lot and improvements thereon and for his own benefit and each Owner shall obtain adequate insurance coverage upon his personal property and improvements; provided, however, that no Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an owner. Each Owner shall obtain liability insurance with respect to his Lot in the amount of at least $100,000. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, and the Managing Agent, and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section 5.

Section 6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Area.

ARTICLE VIII
Mortgages

Section 1. Notice to Board of Directors. An Owner who acquires a Lot shall notify the Board of Directors of his name and address. Any Mortgagee may give written notice to the Association of its name and address and the address of the Lot to which its mortgage applies.

Section 2. Notice of Default, Casualty or Condemnation.
Upon request, the Association shall give notice to any Mortgagee of a default in paying an assessment or any other default with respect to that Mortgagee's Lot which has not been cured within sixty days.

Section 3. Other Rights of Mortgagees. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right to speak thereat. All Mortgagees shall have the right to examine the books and records of the Association.

Section 4. Mortgagees' Approvals. Unless two-thirds of the Mortgagees holding first liens on Lots (voting on the basis of one vote for each Mortgage owned) or two-thirds of the owners of Lots, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Lots, the maintenance of the Common Area walks, common fences and driveways and the upkeep of lawns and plantings in the Properties; or

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner of a Lot designated for single-family use. (as opposed to patio home, commercial, multifamily or other use, which may be subjected to a different assessment scheme); or

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Properties shall not be deemed a transfer within the meaning of this clause); or

(d) Use hazard insurance proceeds for losses to any portion of the Common Areas for other than the repair, reconstruction of the Common Areas; or

(e) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount at least equal to 100% of the insurable current replacement cost.

Section 5. Payment of Charges. First Mortgagees of Units may:

(i) jointly or singly pay taxes or other charges that are in default and that may have become charges against the Common Areas; and

(ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Areas in case of lapse of a policy.

First Mortgagees making such payments are due immediate reimbursement from the Association, and upon request by a First Mortgagee the Association shall execute an agreement reflecting the foregoing in favor of all first Mortgagees of Units.

Section 6. Definition of Mortgagee. For purposes of these Bylaws, a ''Mortgagee'' shall be the holder or beneficiary of an indebtedness or other obligation secured by a deed of trust or mortgage lien encumbering a Lot.

ARTICLE IX
Miscellaneous

Section 1. Notices. 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 U.S. first class mail, postage prepaid, (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such owner, or (ii) if to the Association, at P.O. Box 2007, Midlothian, Virginia 23113, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the owner or to such other address as the Mortgagee may specify by written notice to the Association. Notices may also be given by email to the extent permitted by the Virginia Property Owners' Association Act, Va. Code 55.1-1800, et seq.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Bylaws 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 4. Construction. These Bylaws are intended to com ply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Declarations or Articles and these Bylaws, the Declarations or Articles shall control.

Section 5. Amendments. These Bylaws may be amended by the Board of Directors; however, to the extent any such amendment would be inconsistent with the Declarations, such amendment shall be adopted in the same fashion as an amendment to the Declarations.

Amended and Restated BY ACTION OF THE Board of Directors,
This 17th day of November 2026.

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