

**AMENDED AND RESTATED BY-LAWS
OF
RESTON TOWN CENTER JOINT COMMITTEE**

Reston Town Center, Virginia

Prepared by:
MercerTrigiani
112 South Alfred Street
Alexandria, Virginia 22314

**AMENDED AND RESTATED BY-LAWS
OF
RESTON TOWN CENTER JOINT COMMITTEE**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	1
II. MEMBERSHIP AND MEETINGS	5
III. BOARD OF DIRECTORS	6
IV. OFFICERS	14
V. COMMITTEES	15
VI. DESIGN REVIEW BOARD	16
VII. ASSESSMENTS	17
VIII. COMPLIANCE	19
IX. TRANSPORTATION SYSTEM MANAGEMENT	21
X. MISCELLANEOUS	22
 EXHIBIT A	 [Intentionally left blank]
EXHIBIT B	Assessment Obligations

**AMENDED AND RESTATED BY-LAWS
OF
RESTON TOWN CENTER JOINT COMMITTEE**

**ARTICLE 1
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

Section 1. Name. The name of the corporation is Reston Town Center Joint Committee, often doing business as Reston Town Center Association.

Section 2. Principal Office. The principal office of the Town Center Joint Committee is in the Commonwealth of Virginia and is located in Reston, County of Fairfax. The Town Center Joint Committee may have such other offices, either within or without the Commonwealth of Virginia, as the Board of Directors may determine or as the affairs of the Town Center Joint Committee may require.

Section 3. Definitions. Capitalized terms used herein shall have the meanings specified for such terms below.

(a) “*Act*” means the Virginia Nonstock Corporation Act, as amended from time to time, which is referred to in these Bylaws for the specific purposes as set forth herein.

(b) “*Annual Assessment*” means the assessment adopted annually by the Board of Directors to fund the Common Expenses of the Town Center Joint Committee, as described more particularly in Article VII of these Bylaws.

(c) “*Area of Common Responsibility*” means those properties and facilities for which management, control, operation, and maintenance responsibility lies with the Town Center Joint Committee, including without limitation real property owned by the Town Center Joint Committee and the improvements located thereon.

(d) “*Articles of Incorporation*” means the Articles of Incorporation of Reston Town Center Joint Committee, as amended from time to time.

(e) “*Bylaws*” means these Town Center Joint Committee Amended and Restated By-Laws, as amended from time to time.

(f) “*Board of Directors*” means the Board of Directors of the Town Center Joint Committee.

(g) “*Center*” means either the Reston Town Center Industrial, Reston Residential Center, Reston Urban Core, or RTC Mixed-Use Center.

(h) “*Cluster Association*” means a common interest community association that has jurisdiction over and manages separately designated and developed property that is part

of Reston Town Center, including, by way of illustration and not limitation, a condominium unit owners' association or a property owners' association.

(i) "*Common Area*" means all real property that Reston Urban Core, Reston Town Center Industrial, or the Town Center Joint Committee may now or hereafter own or manage for the common use and enjoyment of those who live in, work in, or visit Reston Town Center.

(j) "*Common Expenses*" means the actual and estimated expenses of operating the Town Center Joint Committee, all as may be found to be necessary and appropriate and assessed in accordance with these Bylaws.

(k) "*Commercial Unit*" means a Unit zoned or occupied for any use other than residential use; provided, however, apartment buildings and complexes (including those structured as condominiums, cooperatives, or any similar structure) shall be deemed Commercial Units, and neither they nor the dwellings within such buildings or complexes shall be deemed a Residential Unit. By way of illustration and not limitation, a Commercial Unit may include a Unit zoned for retail, office, industrial, or apartments.

(l) "*Declarant*" refers to Reston Land Corporation, a Delaware corporation, and its successors and assigns.

(m) "*Declarations*" collectively means the Industrial Declaration, the RTC Mixed-Use Declaration, the Residential Center Declaration, and the Urban Core Declaration.

(n) "*Design Guidelines*" means guidelines and requirements adopted by the Design Review Board pursuant to these Bylaws for the design and maintenance of all or any portion of the Property, as amended from time to time.

(o) "*Design Review Board*" means the Town Center Design Review Board appointed by the Board of Directors pursuant to these Bylaws.

(p) "*Director(s)*" means any individual member of the Board of Directors (or more than one, as the context may warrant).

(q) "*Governing Documents*" mean the Articles of Incorporation, these Bylaws, the Rules and Regulations, the Design Guidelines, and pertinent provisions of the Declarations granting rights or authority to the Town Center Joint Committee.

(r) "*Industrial Declaration*" means the Declaration of Covenants, Conditions, and Restrictions for Reston Town Center Industrial recorded in Deed Book 7472 at Page 345 among the Land Records, as amended from time to time.

(s) "*Land Records*" means the land records of Fairfax County, Virginia.

(t) “*Mortgage*” means a mortgage, a deed of trust, a deed to secure debt, a security deed, or any similar instrument recorded among the Land Records granting the holder thereof an interest in any portion of the Property as a means of securing the performance of an obligation. “*Mortgagee*” means a beneficiary or holder of a Mortgage that has provided written notice to the Town Center Joint Committee of its status as such.

(u) “*Officers*” means the elected officers of the Town Center Joint Committee, pursuant to Article IV of these Bylaws.

(v) “*Owner*” means the record owner, whether one or more Persons, of a Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(w) “*Owner Invitee*” means an Owner’s guest, occupant, invitee, tenant, agent, or employee.

(x) “*Person*” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

(y) “*Property*” means the real property that makes up the Reston Town Center.

(z) “*Residential Center Declaration*” means the Declaration of Covenants, Conditions, and Restrictions for the Reston Residential Center recorded in Deed Book 8238 at Page 1350 among the Land Records, as amended from time to time.

(aa) “*Residential Unit*” means any Unit zoned for residential use; provided, however, that neither apartment buildings or complexes (including those structured as condominiums, cooperatives, or any similar structure), nor the dwelling units within such buildings or complexes, shall be deemed or constitute a Residential Unit; provided, further, a Residential Unit otherwise leased by its Owner shall not change the classification of that Unit as a Residential Unit. By way of illustration, but not limitation, condominium units, zero lot line homes, duplexes, triplexes, and townhouses zoned for residential use shall constitute Residential Units.

(bb) “*Reston Residential Center*” means the real property now or hereafter made subject to the Residential Center Declaration.

(cc) “*Reston Town Center*” means the real property now or hereafter made subject to the Industrial Declaration, the Residential Center Declaration, the RTC Mixed-Use Center Declaration, or the Urban Core Declaration.

(dd) “*Reston Town Center Industrial*” means the real property now or hereafter made subject to the Industrial Declaration. “*Industrial Association*” means the Reston Town Center Industrial Association, the Virginia entity responsible for the governance of Reston Town Center Industrial.

(ee) “*Reston Urban Core*” means the real property now or hereafter made subject to the Urban Core Declaration. “*Urban Core Association*” means the Virginia entity responsible for the governance of Reston Urban Core.

(ff) “*RTC Mixed-Use Center*” means the real property now or hereafter subjected to the RTC Mixed-Use Center Declaration.

(gg) “*RTC Mixed-Use Center Declaration*” means the Declaration of Covenants, Conditions, and Restrictions for RTC Mixed-Use Center recorded in Deed Book 25335 at Page 1604 among the Land Records, as amended from time to time.

(hh) “*Rules and Regulations*” means rules and regulations adopted by the Board of Directors pursuant to authority granted in the Governing Documents.

(ii) “*Town Center Joint Committee*” means the Reston Town Center Joint Committee, a Virginia nonstock corporation, also doing business as Reston Town Center Association, which, in accordance with its Articles of Incorporation and these Bylaws, is the operating and managing entity for Reston Town Center.

(jj) “*Unit*” means a portion of the Property designated as a separate subdivided lot, parcel, or unit of record held in separate ownership and includes any improvements thereon. A Unit does not include Common Area.

(kk) “*Urban Core Declaration*” means the Declaration of Covenants, Conditions and Restrictions for Reston Urban Core Association recorded in Deed Book 7006 at Page 1862 among the Land Records, as amended from time to time.

Section 4. Construction.

(a) Captions; Cross-references. The captions are inserted only for reference, and in no way define, limit, or otherwise affect the scope, meaning, or effect of any provision in these Bylaws. All cross-references are to these Bylaws unless otherwise indicated. All references to certain documents defined in Section 3 of this Article shall include exhibits to such documents, as amended from time to time.

(b) Pronouns. The use of the masculine gender 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.

(c) Severability. Each provision in these Bylaws is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning or otherwise affect any other provision. To the extent that any provision of these Bylaws is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. The Board of Directors shall have authority to interpret these Bylaws to resolve any ambiguities or inconsistencies contained herein.

Section 5. Use of Technology. Due to the ongoing 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, ballot, consent, or approval required to be obtained; or (3) any payment required to be made, may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of the Governing Documents.

(a) Electronic Means. To the extent permitted by law, the Town Center Joint Committee, the Directors, the Officers, the management agent, and the Owners may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification, and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet or other network, whether by direct connection, intranet, telecopier, telephone, or e-mail.

(b) Signature Requirements. A digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Articles of Incorporation or these Bylaws.

(c) Electronic Funds Transfer. Payment of all sums to and from the Town Center Joint Committee, the Cluster Associations, and the Owners may be made, if permitted by the Board of Directors, by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

(d) Voting, Approval, and Consent. Voting, approval, and consent of any matter under the Articles of Incorporation or these Bylaws may be accomplished by electronic 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, and subject to any Rules and Regulations adopted by the Board of Directors.

(e) Non-technology Alternatives. If any Owner or Cluster Association does not have the capability or desire to conduct business using electronic or other technological means, the Town Center Joint Committee shall permit such person to conduct business with the Town Center Joint Committee without use of such electronic or other means until such means has become generally (if not universally) accepted in communities in the area.

ARTICLE II

MEMBERSHIP AND MEETINGS

Section 1. Membership. In accordance with Section 13-837 of the Act, the Town Center Joint Committee shall have no members. The affairs of the Town Center Joint Committee shall be governed by the Board of Directors as provided in Article III.

Section 2. Meetings. Because there are no members of the Town Center Joint Committee, no membership meetings are required. Meetings of the Board of Directors shall be conducted in accordance with Article III.

Section 3. Ownership Roster. Although the Town Center Joint Committee has no members, Owners have the rights and obligations as set forth in the Articles of Incorporation, these Bylaws, and the Rules and Regulations. Accordingly, except as otherwise provided herein, all Owners must provide the Town Center Joint Committee with the name in which such Owner holds title to the Owner's Unit and contact information for such Owner. Cluster Associations are responsible for providing the Town Center Joint Committee with such information with respect to Units subject to the Cluster Association, in addition to the name and contact information of the Cluster Association representative or management agent.

ARTICLE III **BOARD OF DIRECTORS**

A. COMPOSITION AND SELECTION.

Section 1. Governing Body; Composition. The affairs of the Town Center Joint Committee shall be governed by a Board of Directors. Each Director shall be a natural person; provided, however, there shall not be a residency requirement to serve as a Director elected by Owners of Commercial Units, but there shall be a residency requirement for any Director elected by Owners of Residential Units.

Section 2. Directors During Period of Development. Except as otherwise provided in this Article, the members of the Board of Directors shall be selected by the Declarant acting in its sole discretion to represent each Center as provided in Section 5 of this Article to serve at the pleasure of the Declarant until the first of the following occurs:

- (a) December 31, 2018;
- (b) When one hundred fifty acres of land have been subjected to the Industrial Declaration, the Residential Center Declaration, the RTC Mixed-Use Declaration, and the Urban Core Declaration, or in the aggregate for all four, and have been conveyed to Owners other than Persons holding title solely for development and immediate resale; or
- (c) When the Declarant so determines and indicates its surrender of this power in a recorded instrument.

Section 3. Nomination of Directors.

(a) Nominees. Except with respect to directors selected by Declarant, nominations for election to the Board of Directors shall be made by the Board of Directors or the Nominating Committee, if applicable, at the discretion of the Board of Directors. There shall be as many nominations for election to the Board of Directors as the Board of Directors or the Nominating Committee, if applicable, determines, with good-faith efforts made to ensure that there will be sufficient nominees for the total number of vacancies to be filled and at least as

many nominations from each Center as positions to be filled by the respective Owners owning Units located in such Center.

(b) Call for Nominations. A call for nominations shall be sent to Owners of Commercial Units or Cluster Associations comprised of Residential Units, as applicable, prior to elections in such form and under such conditions as the Board of Directors, in its sole discretion, determines.

(c) Election Report. An election report shall be delivered to the Owners who have provided contact information or, at the discretion of the Board of Directors, to the Cluster Association (or its representative or management agent) for those Units subject to a Cluster Association. The election report shall include biographical information and statements of candidacy on each nominee, if provided by the nominee, which material shall be of uniform length and in accordance with any applicable Rules and Regulations.

Section 4. Election. Elections will be held in the last quarter of each fiscal year for which an election is required. Notwithstanding any other provision contained herein:

(a) Upon the happening of one or more of the conditions set forth in this subsection, the power to appoint Directors reserved in Section 2 of this Article shall be suspended to the extent and in the method provided in this subsection. Beginning with the election following the happening of (i), (ii), or (iii) of this Section 4(a), one Director designated to represent each of the Reston Urban Core, Reston Town Center Industrial, and Reston Residential Center shall be removed by Declarant and a successor shall be elected at-large by a vote of the Owners of Units in the respective Center, other than Declarant. The Director so elected at-large shall not be subject to removal by the Declarant. The occurrences triggering this right of election are as follows:

(i) Reston Urban Core: The conveyance to Owners, other than Persons holding title solely for development and resale, of fifteen acres of land subject to the Urban Core Declaration; and the conveyance to Owners, other than Persons holding title solely for development and resale, of thirty acres of land subject to the Urban Core Declaration;

(ii) Reston Residential Center: The conveyance to Owners, other than Persons holding title solely for development and resale, of thirty acres of land subject to the Residential Center Declaration; and

(iii) Reston Town Center Industrial: The conveyance to Owners, other than Persons holding title solely for development and resale, of fifty acres of land subject to the Industrial Declaration; and the conveyance to Owners, other than Persons holding title solely for development and resale, of seventy-five acres of land subject to the Industrial Declaration.

(b) Commencing with the election immediately following the termination of the power of appointment contained in Section 2 of this Article, all members of the Board of Directors shall be elected by the Owners as otherwise provided in this Article.

Section 5. Terms of Office.

(a) Each Director elected pursuant to Article III, Section 4(a) shall be elected for a term of three years or until the first annual meeting following termination of the power of appointment set forth in Section 2 of this Article, whichever is shorter. If the term of any Director so elected expires prior to termination of such power of appointment, a successor shall be appointed by the Board of Directors to serve the remainder of the term.

(b) The terms of the initial Board of Directors elected entirely by Owners pursuant to Article III, Section 4(b) shall be allocated among the Directors as follows: one Director from each Center shall be allocated a three-year term as the Directors among themselves shall determine; the remaining Directors' terms shall be allocated among the Directors as they shall agree. At the expiration of the initial term of office of each of the respective members of such Board of Directors, a successor shall be elected to serve for a term of three years.

Section 6. Composition of the Board. The Board of Directors initially shall be comprised of nine members. Thereafter, commencing with the first election following termination of the power of appointment set forth in Section 2 of this Article, Directors shall be in the number and be elected as follows:

(a) Reston Urban Core. The Owners of Units subject to the Urban Core Declaration shall by a plurality of those voting elect three Directors.

(b) Reston Residential Center. The Owners of Residential Units subject to the Residential Center Declaration shall by a plurality of those voting elect two Directors.

(c) Reston Town Center Industrial. The Owners of Units subject to the Industrial Declaration shall by a plurality of those voting elect four Directors. Notwithstanding, after the total number of developable square feet in the buildings subject to the Industrial Declaration increases to 5,000,000, the Owners of Units subject to the Industrial Declaration shall elect a fifth Director.

(d) RTC Mixed-Use Center. Upon recordation of the RTC Mixed-Use Declaration among the Land Records, two additional Directors shall be elected as follows:

(i) Residential Representative. Owners of Residential Units subject to the RTC-Mixed Use Declaration shall by a plurality of those voting elect one Director to serve on the Board of Directors.

(ii) Commercial Representative. Owners of Commercial Units subject to the RTC-Mixed Use Declaration shall by a plurality of those voting elect one Director to serve on the Board of Directors.

Section 7. Voting. Notwithstanding any other provision contained herein, except in cases where the Declarant selects directors:

(a) Ballots. The President shall use reasonable efforts to deliver to all Owners who have provided contact information, or in the case of Property subject to a Cluster Association, the Cluster Association or the Cluster Association representative or management agent (if such information is provided by the Cluster Association), a copy of the election report, and a ballot for the respective nominee(s) representing the applicable Center. Ballots shall be delivered to Owners not later than twenty-one days prior to the date set for completed ballots to be returned and counted.

(b) Vote. Each Unit that is not exempt from the Annual Assessment shall be entitled to vote. For each Commercial Unit, that vote shall be a weighted vote equal to that Commercial Unit's total Land Points and Building Points (combined) assigned to that Commercial Unit pursuant to Exhibit B of these Bylaws. For Residential Units, there shall be one equal vote per Residential Unit. An Owner shall vote only for the Director or Directors to be elected representing their respective Center. In all events votes shall be cast by the Owner (or by a Person with authority to vote on behalf of the Owner, provided that, prior to or in connection with the casting of such vote, such authority is communicated to and can be reasonably verified by the Town Center Joint Committee). When more than one Person holds ownership in a Unit, the vote for such Unit shall be exercised as those Owners determine amongst themselves so long as they advise the Town Center Joint Committee prior to or in connection with the casting of such vote. In the absence of such advice, the Unit's vote shall not be counted if more than one Person seeks to exercise that vote and those votes are inconsistent and/or the Town Center Joint Committee cannot reasonably determine which is the correctly cast vote. If only one vote is cast in such situations of multiple ownership, there shall be a presumption that the Person is voting on behalf of all Owners of the Unit.

(c) Return of Ballots. Completed ballots shall be returned to the Town Center Joint Committee's managing agent or agents, appointed committee, if applicable, or to such other Person as otherwise instructed on the ballot, whose responsibility it shall be to tabulate the ballots and to certify the results of the election.

(d) Costs. All costs of conducting the nomination and election process shall be borne by the Town Center Joint Committee as a Common Expense.

Section 8. Removal of Directors. No Director may be removed from office prior to expiration of the individual's term except upon a finding by and the affirmative vote of a majority of the entire Board of Directors that such Director is not in compliance with any of the provisions of the Governing Documents, is no longer fit to serve, or has acted in a manner damaging to the reputation or interests of the Reston Town Center or Town Center Joint Committee.

Section 9. Vacancies. In the event of death, resignation, or removal of a Director, a successor shall be selected by a majority of the remaining members of the Board of Directors and shall serve until the next regularly scheduled election, at which time a successor shall be elected by the Owners of Units of the affected Center to serve for the unexpired term of the former Director. The person selected as a successor by the remaining members of the Board of Directors must be associated with the same Center as the Director whose seat is being filled.

B. BOARD OF DIRECTORS MEETINGS.

Section 10. Frequency. The Board of Directors shall meet at least once each year to approve Officers and a budget (not necessarily at the same meeting) and take such other actions as may be necessary. Board of Directors meetings shall be called by the President or upon the written request of five or more Directors seeking action on a specific item or items (as detailed in the request). Meetings will be held at such time and place as the President determines.

Section 11. Notice of Meetings. Notice of meetings shall be given either directly to each Director or to a person who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given to the Director from the contact information contained in the records of the Town Center Joint Committee. Notices sent by first class mail shall be deposited into a United States Postal Service mailbox at least four days before the time set for the meeting and notices given by personal delivery, telecopier, telephone, email, telegraph, or by any other means shall be delivered at least seventy-two hours before the time set for the meeting; provided, however, these notice requirements may be reduced if the President determines that circumstances or the urgent need for action justify less notice. The notice shall specify the time and place of the meeting and the nature of any business to be considered.

Section 12. Waiver of Notice. The transactions of any meetings 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 consents to 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 13. Quorum of Board of Directors. At all meetings of the Board of Directors, attendance or participation by at least a majority of the total number of Directors then serving shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present or participating at which a quorum has been obtained shall constitute the decision of the Board of Directors, except otherwise required by specific provisions of these Bylaws. If a quorum is initially obtained, the Board of Directors 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. At any recessed or 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 14. Compensation. No Director shall receive any compensation from the Town Center Joint Committee for acting as such unless approved by a majority vote of the Board of Directors.

Section 15. 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 meetings of the Board of Directors, recording therein all motions and resolutions adopted by the Board of Directors and all

transactions and proceedings occurring at such meetings. Meetings shall not be open, but the Board of Directors may invite such guests or presenters at it deems appropriate.

Section 16. Action Without a Formal Meeting. Notwithstanding anything to the contrary contained in these Bylaws, the Board of Directors may meet by telephone conference call or other technological means provided all directors can hear and be heard or are able to simultaneously communicate with one another. In addition, any action or vote to be taken at a meeting of the Board of Directors may be taken by email or equivalent technology so long as all directors are copied on the technology soliciting the action or vote and all directors have the opportunity to comment electronically on the request and see the votes cast.

C. POWERS AND DUTIES.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Town Center Joint Committee and Reston Town Center, as appropriate, and shall have all of the powers and duties necessary for the administration of the Town Center Joint Committee's affairs and, as provided by law, may do all acts and things necessary and proper for such administration. In addition to the duties imposed by these Bylaws or by any motion or resolution of the Town Center Joint Committee that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

- (a) preparing and adopting an annual budget in which there shall be established the contribution of each Owner liable therefor to the Common Expenses;
- (b) making assessments against and billing Owners or Cluster Associations, if applicable, to defray the Common Expenses, and contributions to the Arts Fund, in accordance with the respective Declarations and, if applicable, making assessments against and billing Owners of Units in the Reston Urban Core and Reston Town Center Industrial to defray the common expenses of those Centers;
- (c) establishing the means and methods of collecting assessments (and, if desired, establishing the period for installment payments of assessments);
- (d) providing for the operation, care, upkeep, maintenance, repair, and replacement of the Area of Common Responsibility as may be required;
- (e) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Town Center Joint Committee, its property, and the Reston Town Center and, where appropriate, providing 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;
- (f) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Town Center Joint Committee;

(g) opening of bank accounts on behalf of the Town Center Joint Committee and designating the signatories required;

(h) adopting and amending Rules and Regulations as may be necessary relating to the operation and administration of the Town Center Joint Committee and the Reston Town Center and the performance of the obligations and rights of the Town Center Joint Committee pursuant to the Governing Documents.

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Town Center Joint Committee;

(j) obtaining and carrying insurance against casualties and liabilities and such other insurance in such amounts and under such terms and conditions as the Board of Directors deems necessary and proper;

(k) paying the cost of all services rendered to the Town Center Joint Committee and not chargeable directly to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Town Center Joint Committee and its administration and operation, specifying the maintenance, repair, and replacement expenses and any other expenses incurred;

(m) reviewing and exercising control over the Arts Fund including, but not limited to, the appointment of the advisory board of the Arts Fund (if one, other than the Board of Directors, is deemed by the Board of Directors to be necessary), the review and approval of the Arts Fund's budget on an annual basis, and the collection of assessments for the Arts Fund from Commercial Units;

(n) entering into agreements to act with and on behalf of the Reston Residential Center, the Urban Core Association, RTC Mixed-Use Center, and Industrial Association, and entering into agreements with the Reston Association and such other entities as the Town Center Joint Committee deems in its best interests;

(o) buying or otherwise acquiring, selling, or otherwise disposing of, mortgaging or otherwise encumbering, exchanging, leasing, holding, operating, and otherwise dealing in and with real, personal, and mixed property of all kinds in any right, title, easement, license, or interest therein for any purpose of the Town Center Joint Committee;

(p) borrowing money in the discretion of the Board for the purpose of maintenance, repair, restoration, or replacement of the facilities and property of the Area of Common Responsibility; and

(q) taking such actions as are otherwise permitted or contemplated pursuant to the Act, the Declarations, the Governing Documents, or other pertinent law.

Section 18. Management Agent. The Board of Directors may employ for the Town Center Joint Committee a professional management agent or agents 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 or agents, 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), (g), (i), (j), (n), (o) and (p) of Section 17 of this Article; provided, however, the Board may use the management agent to assist in these areas.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

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

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two signatures of such persons as the Board of Directors may determine, and (iii) cash disbursements limited to amounts of Twenty-Five Dollars and under;

(c) cash accounts of the Town Center Joint Committee 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 Town Center Joint Committee, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Town Center Joint Committee;

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

(f) financial reports shall be prepared at least quarterly for the Town Center Joint Committee containing:

(i) an income statement reflecting all income and expense activity for the preceding three months on an accrual basis (or other form as the Board of Directors may require);

(ii) a statement reflecting all cash receipts and disbursements for the preceding three months;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format and reflecting any actual or pending obligations that are in excess of budgeted amounts exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expended chart of accounts);

(iv) a balance sheet and an operating statement for the preceding three months;

(v) a balance sheet as of the last day of the Town Center Joint Committee's fiscal year and an operating statement for said fiscal year, which shall be distributed within ninety days after the close of a fiscal year; and

(vi) a delinquency report listing all Owners who are delinquent in paying any installments of assessments and describing the status of any action to collect such installments (a monthly installment of the assessment shall be considered to be delinquent on the fifteenth day of each month);

(g) an annual report, if the Board of Directors so directs each year, after the close of the fiscal year consisting of a budget summary and operational overview of the previous year, which report need not be made available for public distribution but may be made available less widely to the boards of directors of Urban Core Association and Industrial Association, and to such others as the Board of Directors may direct (such as the board of directors of each Cluster Association, the managing agent for any apartment building, and Commercial Owners); and

(h) an annual audit of the Town Center Joint Committee's financials, performed by an independent auditor, for any fiscal year in which the gross income to the Town Center Joint Committee exceeds Seventy-Five Thousand Dollars.

Section 20. Rights of the Town Center Joint Committee. With respect to the Areas of Common Responsibility or other corporate responsibilities, and in accordance with the Articles of Incorporation and these Bylaws, the Town Center Joint Committee 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 Town Center Joint Committee to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the Property. The Town Center Joint Committee shall have rights to make reasonable Rules and Regulations governing the use and enjoyment of the Areas of Common Responsibility and to enforce them through procedures that the Board of Directors may deem appropriate, including, but not limited to, resorting to judicial action as a Common Expense of the Town Center Joint Committee.

ARTICLE IV **OFFICERS**

Section 1. Officers. The Officers of the Town Center Joint Committee shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems necessary, such Officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer must be Directors; other Officers need not be Directors unless the Board of Directors so requires.

Section 2. Election, Term of Office, and Vacancies. The Officers of the Town Center Joint Committee shall be elected annually by a majority vote of the Board of Directors following each annual election of Directors, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by the vote of a majority of the Directors.

Section 3. Removal. Any Officer may be removed by majority vote of the Board of Directors whenever in the judgment of the Board of Directors the best interests of the Town Center Joint Committee will be served thereby.

Section 4. Powers and Duties. The Officers of the Town Center Joint Committee 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 be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Town Center Joint Committee. The Treasurer shall have primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 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. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Town Center Joint Committee shall be executed by such person or persons as may be designated by resolution of the Board of Directors. Absent a contrary resolution from the Board of Directors, the Officers and managing agent or manager for the Town Center Joint Committee shall have presumptive authority to enter into agreements in the ordinary course binding the Town Center Joint Committee.

ARTICLE V **COMMITTEES**

Section 1. Nominating Committee. The Board of Directors may appoint a Nominating Committee to perform certain of the tasks as set forth in Article III herein. If a Nominating Committee is appointed, the Nominating Committee shall consist of a Chair, who shall be a member of the Board of Directors, and three additional members; at least one member (including the Chair) shall be selected from and be representative of the Reston Urban Core, at least one member shall be selected from and be representative of the Reston Residential Center, and at least one member shall be selected from and be representative of Reston Town Center Industrial. Upon recordation of the RTC Mixed-Use Center Declaration, any such committee will have a fourth member selected from and be representative of the RTC Mixed-Use Center.

Section 2. TSM Committee. A transportation system management (“TSM”) committee (“TSM Committee”) shall be appointed to manage the TSM program described in Article IX

herein. The TSM Committee may be the Board of Directors. The Declarant shall appoint all members of the TSM Committee as long as Declarant has the power of appointment of Directors in accordance with Article III, Section 2(a), and thereafter, all members shall be appointed by the Board of Directors. A transportation coordinator shall be appointed by the TSM Committee to manage the day-to-day operations of the TSM program and to implement the policies established thereby (which person may be the managing agent for the Corporation). The compensation, if any, of members of the TSM Committee and the transportation coordinator shall be established in the discretion of the Board of Directors.

Section 3. Other Committees. Committees 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 are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or in accordance with Rules and Regulations adopted by the Board of Directors.

ARTICLE VI

DESIGN REVIEW BOARD

Section 1. Number and Composition. The Design Review Board shall consist of five members, three of whom, present in person at any meeting of the Design Review Board, shall constitute a quorum. All members of the Design Review Board shall be appointed by the Board of Directors. At least three members of the Design Review Board must be architects registered to practice as such in any state in the United States.

Section 2. Jurisdiction. The Design Review Board shall have exclusive jurisdiction over all original exterior construction on any portion of the Property now or hereafter made a part of Reston Town Center (except with respect to interior design and interior construction). The Design Review Board shall also have exclusive jurisdiction over modifications, additions, or alterations made on or to the exterior of Residential or Commercial Units (and any structures containing same), and the open space, if any, appurtenant thereto, Cluster Association property, and Common Area.

Section 3. Design Guidelines. The Design Review Board shall prepare and, on behalf of the Board of Directors, shall promulgate Design Guidelines for Reston Town Center and, in its discretion, the components thereof; provided, however, that no amendment to the Design Guidelines shall be applied to require the alteration of any improvements constructed in compliance with the Design Guidelines as they existed at the time of such construction (unless safety requires such alteration), nor shall any amendment to the Design Guidelines reduce the standard of quality established with the initial construction on any portion of the Property. The standards and procedures followed shall be those of the Town Center Joint Committee and the Design Review Board shall have sole and full authority to prepare and to amend the standards and procedures. The Design Review Board shall make all guidelines and procedures available to Owners, builders, developers, the Arts Fund, and other Persons needing and requesting copies thereof, all of whom shall conduct their operations strictly in accordance therewith.

The Design Guidelines shall include detailed standards and procedures governing modifications, additions, and alterations. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations shall be submitted to the Design Review Board for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to resurface in accordance with an originally approved material or color scheme, respectively, or to build in accordance with originally approved plans and specifications. Nothing contained in this Article VI shall be construed to limit the right of an Owner to remodel the interior of the Owner's Unit, or to redecorate or redesign the interior of the Owner's Unit in any manner desired.

No construction (which term shall include, but not be limited to, staking, clearing, excavation, grading, and other site work), and no planting or removal of plants, trees, or shrubs, shall take place until the requirements of this Article VI have been fully met and approval of the Design Review Board has been obtained, all in strict compliance with this Article VI.

Section 4. Consideration. In the event the Design Review Board fails to approve or to disapprove plans or to request additional information reasonably required within forty-five days after submission, the plans shall be deemed approved. The Board of Directors may provide, in its sole discretion, a right of appeal from decision of the Design Review Board.

Section 5. Costs. The Design Review Board may assess application and review charges in order to defray the costs associated with the operation of the Design Review Board. Said charges shall be set by the Design Review Board, and be reviewed and approved by the Town Center Joint Committee. The Design Review Board shall promulgate any fee structure with its standards and procedures, as required herein.

Section 6. Enforcement. The Board of Directors shall have the authority and standing, on behalf of the Town Center Joint Committee, to enforce in courts of competent jurisdiction decisions of the Design Review Board.

ARTICLE VII **ASSESSMENTS**

Section 1. Annual Assessment. Pursuant to the authority granted in the Declarations and these Bylaws, the Town Center Joint Committee shall be responsible for billing and collecting assessments against all Units subject to assessment under those respective Declarations, including without limitation, an Annual Assessment against each Unit including one or more of the following assessments:

(a) an assessment for the Unit's share of the Common Expenses of the Town Center Joint Committee computed in accordance with Section 2 of this Article; and

(b) an assessment for the Reston Town Center Arts Fund ("Arts Fund") computed in accordance with Section 3 of this Article.

In, addition, the Town Center Joint Committee, acting on behalf of Urban Core Association and Industrial Association, may levy and collect assessments against Commercial Units for the common expenses of those respective associations in accordance with the budgets prepared by each pursuant to their respective Declarations.

Section 2. Assessment for Common Expenses. It shall be the duty of the Board of Directors of the Town Center Joint Committee to prepare a budget covering the estimated Common Expenses during the coming year. Such budget, less any subsidy or other contributions from outside sources, if any, shall be allocated among all Units subject to assessment in accordance with the formula set forth in Exhibit B.

Section 3. Assessment for Support of the Arts.

(a) Budget. The Arts Fund administrator (which person may be the managing agent for the Town Center Joint Committee) shall annually prepare and submit to the Board of Directors a funding request for the following year together with such supporting material as the Board of Directors shall reasonably require including, but not limited to, the annual budget for the year for which funding is requested and a statement setting forth by category the sources of funds for the year. It is expressly understood and authorized that the Arts Fund may include in its annual budget an operating reserve and a reasonable amount for acquisition of art pieces on an annual basis.

In order to qualify as documentation justifying a funding request and mandating a contribution, the Arts Fund budget must receive approval of the Board of Directors. Such approval shall not be required for the budget to be valid and operational but only to support a mandatory contribution.

(b) Applicability. Owners of Commercial Units shall be responsible for contributing financially to the Arts Fund annual budget in accordance with the terms and conditions contained in their respective Declarations and this Section. Notwithstanding, such assessments need not be the sole source of support. The Board of Directors may require the Arts Fund to exercise reasonable efforts to secure funding from user fees, private donations, major contributors, and other sources. In no event shall any Owner be assessed in any one year for a mandatory contribution to the Arts Fund budget in any amount greater than one-tenth percent of the assessed value of such Owner's Unit for real estate tax purposes in Fairfax County.

Section 4. Special Assessments. In addition to all other assessments authorized in these Bylaws and the respective Declarations, the Town Center Joint Committee may levy special assessments from time to time.

(a) For Common Expenses. If such special assessment is to supplement the Common Expense budget under Section 2 of this Article, such special assessment shall be levied against all Units subject to assessment in accordance with the formula set forth in Exhibit B.

(b) For Individual Center Expenses. If such special assessment is levied at the request of the Urban Core Association or Industrial Association to supplement their respective budgets or to provide for capital repairs, replacements, or improvements to their respective common areas, it shall be levied against only the members of those associations. So long as the aggregate of all special assessments levied pursuant to this section against Units within a particular Center does not exceed the limitations set forth in the Declarations for the respective Center subject to the special assessment, the Board of Directors, by majority vote, may impose the special assessment. The limitation in the previous sentence can be exceeded only as allowed and provided for under the individual Declarations or Center bylaws.

Section 5. Continuing Lien. All assessments levied by the Town Center Joint Committee, together with interest from the date of such assessment at a rate determined from time to time by the Board of Directors (but not to exceed the highest rate allowable under the laws of Virginia), costs, charges, and reasonable attorney's fees, shall be a continuing lien upon the Unit against which each assessment is made pursuant to its governing Declaration.

Section 6. Personal Obligation. Each such assessment, together with interest, costs, charges, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance of the Unit.

Section 7. Due Dates. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the annual assessment shall be paid in quarterly installments.

Section 8. Priority. When a notice of assessment has been recorded, such assessment shall constitute a lien on each Unit assessed prior and superior to all other liens except (a) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (b) the lien or charge of any Mortgage. The Town Center Joint Committee shall have the power to bid for the Unit in a foreclosure sale to enforce its lien, and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Town Center Joint Committee following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be assessed or levied on it. A suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE VIII **COMPLIANCE**

Section 1. Relief. Each Owner is governed by and shall comply with all terms of the Governing Documents. In addition to any other remedies available to the Town Center Joint Committee pursuant to the Governing Documents or as a matter of law, any default by an Owner or Owner Invitees shall entitle the Town Center Joint Committee, acting through its Board of Directors or through its managing agent or managers, to the following relief.

(a) Additional Liability. Any costs, including without limitation legal fees, incurred as a result of an Owner's failure or the failure of the Owner Invitees to comply with the Governing Documents may be assessed against such Owner's Unit.

(b) Costs and Attorneys' Fees. In the event the Town Center Joint Committee employs an attorney to enforce violations of the Governing Documents by Owners or Owner Invitees, including but not limited to the non-payment of assessments, the respective Owner shall be personally responsible for and shall pay actual attorneys' fees and costs, as well as court costs, if any, incurred or paid by the Town Center Joint Committee, even if a lawsuit has not been filed, in addition to any other amounts due to the Town Center Joint Committee from such Owner.

(c) Administrative Charges. In addition to other charges the Town Center Joint Committee is entitled to levy pursuant to the Governing Documents, the Town Center Joint Committee may levy and collect administrative charges or any other fees imposed or incurred by the Town Center Joint Committee for or related to violations of the Governing Documents or the enforcement thereof, or for or related to the operation and administration of the Reston Town Center or the provision of services as contemplated by the Governing Documents.

(d) Abating and Enjoining Violations by Owners. Any violation of the Governing Documents shall give the Board of Directors the right to (i) use self-help to remove or cure any violation of the Governing Documents, at the Owner's sole expense (including without limitation, the right to tow vehicles), and the Board of Directors shall not hereby be deemed guilty in any manner of trespass, and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies), judicial proceedings shall be instituted, unless the Owner has consented to such alteration or demolition.

(e) Other Charges. The Board of Directors may levy reasonable charges against Owners for violations of the Governing Documents by the Owner or Owner Invitees. Without limiting the generality of the foregoing, the Board of Directors may assess interest or charges that it deems appropriate for delinquencies on payment of assessments or other monetary obligations owed to the Town Center Joint Committee (to be paid in addition to the underlying owed amount). No charge may be levied in an amount more than the maximum permitted by law.

(f) Other Remedies. The Board of Directors may suspend or revoke an Owner's privileges and rights of use to the Common Area (provided, however, that such suspension or revocation does not preclude access to the Owner's Unit), an Owner's right to vote or consent to matters contemplated under these Bylaws, and an Owner's right to be elected to or to serve as a member of the Board of Directors.

(g) Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, according to policy established by the Board of Directors, and the entire balance of such assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors.

(h) Legal Proceedings. Failure to comply with any of the terms of the Governing Documents shall be grounds for relief, including but not limited to an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Governing Documents, or any combination thereof, and any other relief afforded by a court of competent jurisdiction. Nothing in what follows in this Article shall limit or otherwise impair the Board of Directors' right and ability to immediately seek injunctive relief or any other legal or equitable remedy without first resorting to the procedures outlines in the remainder of this Article.

Section 2. Notice and Hearing. Prior to taking any enforcement action, the Board of Directors shall issue or cause to be issued a written notice of violation to the noncompliant Owner (and, if applicable, the Owner Invitee) setting forth (i) the nature of the violation; (ii) the action required to abate the violation (including any charges or other remedies the Board of Directors is authorized to impose); (iii) the time period during which the violation may be abated without further action; and (iv) a statement that the Owner may request a hearing before the Board of Directors (or its designated committee) to allow the Owner an opportunity to be heard regarding the alleged noncompliance. The Owner may choose to waive the hearing and accept the proposed abatement and remedies, or may elect to go forward with the hearing. To elect a hearing, the Owner must provide written notice of the election to the Board of Directors within ten days of receipt of the notice of violation. Hearings shall be according to rules prescribed by the Board of Directors. The Board of Directors may, but shall not be obligated to, suspend any proposed action if the violation is cured within a timeframe proposed by the Board of Directors. Decisions following hearing shall be final, unless a right of appeal pursuant to the next section of these Bylaws is allowed.

Section 3. Appeal. If a hearing is held before a committee appointed by the Board of Directors to enforce the provisions of the Governing Documents, the Board of Directors may provide violators with the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received as prescribed by the Board of Directors. In all cases decisions of the Board of Directors shall be final and not subject to appeal.

Section 4. No Waiver of Rights. The failure of the Town Center Joint Committee or the Board of Directors or any appointed committee to enforce any right, provision, covenant, or condition granted by the Governing Documents shall not constitute a waiver of the right to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Town Center Joint Committee or the Board of Directors pursuant to any term, provision, covenant, or condition of the Governing Documents is cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other privileges as may be granted by the Governing Documents or as a matter of law.

ARTICLE IX

TRANSPORTATION SYSTEM MANAGEMENT

Section 1. TSM Program. The Town Center Joint Committee shall be responsible for overseeing the TSM program established by Declarant for Reston Town Center in accordance

with the proffers dated February 27, 1987, contained in Reston Town Center rezoning cases RZ85-C-088, RZ86-C-121, and RZ86-C-118, and accepted by the Fairfax County Board of Supervisors.

Section 2. TSM Committee. The TSM program shall be managed by a TSM Committee established as set forth in Article V herein. All Owners shall use their best efforts to cooperate with the TSM Committee and to support its programs in order to reduce the level of vehicular traffic and facilitate the flow of vehicular and pedestrian traffic into, through, and throughout Reston Town Center.

Section 3. TSM Costs. The Board of Directors shall determine costs associated with the operation and administration of the TSM program and the TSM Committee and include such amount as Common Expenses in the Town Center Joint Committee annual budget under Article VII, Section 2 hereof, to be allocated among all Units subject to assessment in Reston Town Center in accordance with that Section.

ARTICLE X **MISCELLANEOUS**

Section 1. Fiscal Year. The initial fiscal year of the Town Center Joint Committee shall be set by resolution of the Board of Directors. In the absence of such resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by resolution of the Board of Directors establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Town Center Joint Committee and Board of Directors proceedings when not in conflict with Virginia law, the Articles of Incorporation, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Virginia law, the Articles of Incorporation, and these Bylaws, the provisions of Virginia law, the Articles of Incorporation, and then the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection of Books and Records. The Articles of Incorporation and these Bylaws shall be made available to any and all Owners, Cluster Associations, and to the Town Center Joint Committee, Urban Core Association, and Industrial Association boards of directors. Other Town Center Joint Committee records, including without limitation books of account, minutes of meetings, and audits, are generally not available for inspection and shall be made available for inspection, if at all, only upon the prior approval of the Board of Directors, and pursuant to such terms and conditions as the Board of Directors may determine are appropriate for such inspection (including without limitation providing summaries of board action or minutes rather than complete copies of the minutes of meetings, scheduling inspections at a time and for a purpose reasonably related to the requesting Person's interest in the Town Center Joint Committee and at the office of the Town Center Joint Committee or at such other place within Reston Town Center as the Board of Directors prescribes).

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

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested, if the Board of Directors determines that reproduction is to be allowed in a particular case.

(c) Inspection by Directors. Every Director shall have the right, if in the opinion of a majority of the Board of Directors such right is being reasonably exercised, at any reasonable time to inspect all books, records, and documents of the Town Center Joint Committee and the physical properties owned or controlled by the Town Center Joint Committee. The right of inspection by a Director includes the right to make copies of documents at the expense of the Town Center Joint Committee; provided, however, that such copying may be subject to prior Board of Directors' approval and conditions; and provided, further, that in all events the necessity of such copying of documents must be reasonably related to the exercise of the Director's responsibilities as a member of the Board of Directors, and any such documentation may not be disseminated by such Director outside of a Board of Directors' meeting.

Section 5. Certificate of Compliance. Upon written request, the Town Center Joint Committee shall furnish to any Owner, Mortgagee, or other Person specified in the request, a written certification confirming whether (a) the Owner or the Owner's Unit is in violation of any provision of the relevant Center's Declaration, as those provisions relate to the Town Center Joint Committee, these Bylaws, or Rules and Regulations and, if so, the nature of that violation and actions taken by the Town Center Joint Committee with respect to such violation, and (b) any amounts due and owing to the Town Center Joint Committee from that Owner, the due dates of such amounts, and the status of their payment. The Town Center Joint Committee may charge a reasonable fee to cover costs of providing this certificate.

Section 6. Indemnification. The Town Center Joint Committee shall indemnify every Officer, Director, managing agent, and committee member against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any such Officer, Director, managing agent, or committee member in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be or be claimed to be a party by reason of being or having been an Officer, Director, managing agent, or committee member. The Officers, Directors, managing agent, and committee members shall not be liable for any mistake of judgment, negligent or otherwise (provided, however, that the managing agent's employment may be conditioned or terminated for such), except for their own individual willful misfeasance, malfeasance, misconduct, *ultra vires* act, or bad faith. The Officers, Directors, and managing agent (for contracts or commitments entered into with proper authority) shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Town Center Joint Committee, and the Town Center Joint Committee shall indemnify and forever hold each such Officer, Director, and managing agent free and harmless against any and

all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director, managing agent, or committee member, or former Officer, Director, managing agent, or committee member, may be entitled. The Town Center Joint Committee shall maintain adequate general liability and Officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The costs to maintain such insurance shall be a Common Expense.

Section 7. Amendment. Except as concerns annexation of property (addressed in the next Section 8), these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Board of Directors.

Section 8. Annexation. The annexation of property that is not already within the Reston Town Center as of the date these Bylaws are adopted may be annexed and made part of the Reston Town Center upon the occurrence of all three of the following: 1) a petition from the owner of the property seeking annexation; 2) approval of the relevant Center to which the submitting property shall be made subject pursuant to that Center's Declaration and/or bylaws; and 3) the vote or written consent, or any combination thereof, of a majority of the Board of Directors. Only upon the occurrence of all three of the actions specified in the previous sentence shall an appropriate amendment to the relevant Center Declaration reflecting such annexation be recorded among the Land Records.

Section 9. Movement of Units from One Center to Another. In addition to the petition of the Owner of the Unit seeking to be moved from one Center to another, and the approval of the Centers from which the Unit would be withdrawn and annexed (if/as applicable under the relevant Centers' Declarations), a majority of the Board of Directors, by vote or written consent, or any combination thereof, must approve all movement of any Unit from one Center to another.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Board President of the Reston Town Center Joint Committee; and

THAT the foregoing Amended and Restated By-Laws constitute the Amended and Restated By-Laws of Reston Town Center Joint Committee, as duly adopted by the requisite majority of the Board of Directors at a meeting duly convened on April 28, 2020, and confirmed by the Board on April 28, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name on 5/1, 2020.



Board President

Printed Name: Kenyetta Price

EXHIBIT A

[Intentionally left blank]

EXHIBIT B
Assessment Obligations

Assessments are computed as follows:

(a) Each Unit, whether or not shown upon a recorded plat, shall be assigned one point for each one thousand square feet of land within the boundaries of that Unit as shown on a plat (“Land Points,” as reasonably determined by the Board of Directors); and

(b) Each Improved Unit, whether or not shown upon a recorded plat, shall be assigned Land Points as described above and, in addition, three points for each one thousand square feet of gross floor area in the Unit (“Building Points,” as reasonably determined by the Board of Directors). “Improved Unit,” as used herein, shall mean land upon which improvements intended for use and occupancy have been erected and for which a certificate of occupancy or non-residential use permit has been obtained.

Total Land Points and Building Points shall be added together for all property subject to a particular assessment. The percentage of the total assessment to be levied on a particular Unit shall be computed by dividing the total points assigned to that Unit (including Land Points and Building Points) by the total points for all Units subject to the particular assessment. For example, a one hundred thousand square foot unimproved Unit shall have one hundred points. The same Unit improved with a fifty thousand gross square foot office building shall have two hundred fifty points. The point totals for each Unit and for all the Units subject to the particular assessment shall be computed annually for each type of assessment by the Board of Directors, and notice of the percentages for each Unit (including a summary of the computations) shall be made available to individual Owners upon request.

Upon annexation of additional property to Reston Town Center, or reduction or addition of land area or gross floor area to a Unit, assessments shall be recomputed under the above formula.