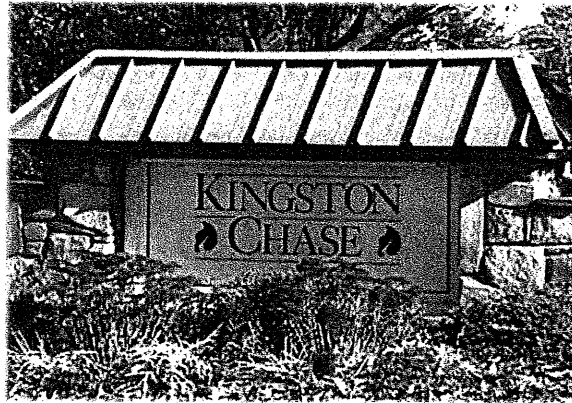


**KINGSTON CHASE
HOME OWNERS ASSOCIATION, INC.**



BY-LAWS

November 14, 2005

Joe Honda
KCHOA President

Table of Contents

<u>Article 1.</u>	<u>Name and Location</u>	1
<u>Article 2.</u>	<u>Definitions</u>	1
<u>2.1</u>	<u>Association</u>	1
<u>2.2</u>	<u>Properties</u>	1
<u>2.3</u>	<u>Common Area</u>	1
<u>2.4</u>	<u>Lot</u>	1
<u>2.5</u>	<u>Owner</u>	1
<u>2.6</u>	<u>Declarant</u>	1
<u>2.7</u>	<u>Declaration</u>	2
<u>2.8</u>	<u>Member</u>	2
<u>Article 3.</u>	<u>Membership</u>	2
<u>3.1</u>	<u>Membership</u>	2
<u>3.2</u>	<u>Suspension of Membership.</u>	2
<u>Article 4.</u>	<u>Property Rights; Rights Of Enjoyment</u>	2
<u>Article 5.</u>	<u>Board Of Directors; Selection; Term Of Office</u>	3
<u>5.1</u>	<u>Number</u>	3
<u>5.2</u>	<u>Election</u>	3
<u>5.3</u>	<u>Removal</u>	3
<u>5.4</u>	<u>Compensation</u>	3
<u>5.5</u>	<u>Action Taken Without a Meeting</u>	

3

Article 6. Meeting Of Directors

3

6.1 Regular Meetings

3

6.2 Special Meetings

3

6.3 Quorum

4

Article 7. Nomination And Election Of Directors

4

7.1 Nomination

4

7.2 Election

4

Article 8. Powers And Duties Of The Board Of Directors

4

8.1 Powers

4

8.2 Duties

4

Article 9. Committees

5

9.1 Architectural Review Committee

5

9.2 Complaint Processing

5

Article 10. Meeting Of Members

6

10.1 Annual Meetings

6

10.2 Special Meetings

6

10.3 Notice of Meetings

6

10.4 Quorum

6

10.5 Proxies

6

Article 11. Officers And Their Duties

6

11.1 Enumeration of Offices

6

11.2 Election of Officers

7

11.3 Term

7

11.4 Special Appointments

7

11.5 Resignation and Removal

7

11.6 Vacancies

7

11.7 Multiple Offices

7

11.8 Duties

7

11.8.1 President

7

11.8.2 Vice President

8

11.8.3 Secretary

8

11.8.4 Treasurer

8

Article 12. Assessments

8

12.1 Creation of the Lien and Personal Obligation of Assessments

8

12.2 Purpose of Assessments

8

12.3 Basis of Annual Assessments

9

12.4 Special Assessments for Capital Improvements

9

12.5 Uniform Rate

9

12.6 Date of Commencement of Annual Assessments; Due Dates

9

12.7 Effect of Non-Payment of Assessments; Remedies of the Association

10

12.8 Subordination of the Lien to First Mortgages

10

12.9 Exempt Property

10

Article 13. Books And Records

10

Article 14. Corporate Seal

11

Article 15. Amendments

11

Article 16. Miscellaneous; Effective Date

11

BY-LAWS OF

KINGSTON CHASE HOME OWNERS ASSOCIATION, INC.

PO Box 332

Herndon, VA 22070

ARTICLE 1. NAME AND LOCATION

The name of the association is Kingston Chase Home Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association as well as all meetings of members and directors shall be located at the Association Clubhouse at 1623 Hiddenbrook Drive, unless otherwise designated and/or noticed by the Board of Directors.

ARTICLE 2. DEFINITIONS

2.1 Association

"Association" shall mean and refer to the Association, its successors and assigns.

2.2 Properties

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

2.3 Common Area

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

2.4 Lot

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

2.5 Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.6 Declarant

"Declarant" shall mean and refer to A & A Homes, Inc., a Virginia corporation, and its successors and assigns.

2.7 Declaration

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court of Fairfax County, Virginia.

2.8 Member

"Member" shall mean and refer to every person or entity that holds membership in the Association.

ARTICLE 3. MEMBERSHIP

3.1 Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

3.2 Suspension of Membership.

During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any published rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE 4. PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Area

and facilities as provided in the Declaration. Any Member may delegate his/her rights of enjoyment of the Common Area and facilities to the members of his/her family, tenants, or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

ARTICLE 5. BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

5.1 Number

The affairs of this Association shall be managed by a Board not to exceed eleven (11) directors.

5.2 Election

Members of the Board of Directors shall be elected to terms of three years. Terms will be set at staggered intervals to insure continuity. In the event of the resignation, removal or death of a director, the successor shall be selected by the remaining members of the Board and shall serve for the remainder of the unexpired term of the predecessor director.

5.3 Removal

Any director may be removed from the Board, with or without cause, by either a vote of twenty percent (20%) of the Members of the Association, or a majority vote of the Board of Directors.

5.4 Compensation

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

5.5 Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written or electronic mail (e-mail) approval of the majority of directors. Any action so taken shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE 6. MEETING OF DIRECTORS

6.1 Regular Meetings

Regular meetings of the Board of Directors shall be held the second Monday of each month, at 7:30 p.m. at the Association Clubhouse at 1623 Hiddenbrook Drive, or at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

6.3 Quorum

A majority of the number of directors shall constitute a quorum for the transaction

of business. Every act of decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 7. NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination

Nominations for election to the Board of Directors may be made by any Member of the Association in good standing. Nominations may be made from the floor at the annual meeting, at a regular Board meeting, or through any Board member.

7.2 Election

The election to the Board shall be conducted at the regular Board meeting in December, with terms beginning the following January 1st. Election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers

The Board of Directors shall have the power to:

1. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
2. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and
3. employ a manager, an independent contractor, or such other persons as they deem necessary, and to prescribe their duties.

8.2 Duties

It shall be the duty of the Board of Directors to:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by ten percent (10%) of the Members who are entitled to vote;
2. supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed; and as more fully provided herein, and in the Declaration, to:
 - a. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article 12;
 - b. send written notice of each annual assessment to every owner

subject thereto at least thirty (30) days in advance of each annual assessment due date;

c. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

d. procure and maintain adequate liability and hazard insurance on property owned by the Association;

e. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

f. cause the Common Area to be maintained; and

g. at the option and in the sole discretion of the Association, to cause the exterior of the dwellings to be maintained if the maintenance or repair is caused by the willful or negligent acts of the owner or owner's family, guests, or invitees.

ARTICLE 9. COMMITTEES

9.1 Architectural Review Committee

The Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration, and in addition the Board may appoint other committees as it deems appropriate to carry out the purposes of the Association.

9.2 Complaint Processing

It shall be the duty of each committee to receive complaints from Members of any matter involving Association functions, duties, and activities within the scope of its responsibility. Each committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as may be further concerned with the matter presented.

ARTICLE 10. MEETING OF MEMBERS

10.1 Annual Meetings

Each regular annual meeting of the Members shall also be the regular December meeting of the Board of Directors, unless otherwise directed by the Board of Directors or a vote of the Members.

10.2 Special Meetings

Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon written request of ten percent (10%) of the Members who are entitled to vote.

10.3 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing (or electronic mail, if the Member has chosen this method to be informed of meetings) a copy of such notice, at least fifteen 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

10.4 Quorum

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

10.5 Proxies

At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Lot.

ARTICLE 11. OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices

The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

11.2 Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, or at such time as a vacancy occurs.

11.3 Term

The officers of this Association shall be elected annually by the Board and each officer shall hold office for one (1) year unless they resign, are removed, or are otherwise disqualified to serve.

11.4 Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.5 Resignation and Removal

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.6 Vacancies

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

11.7 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to subsection 11.4 of this Article.

11.8 Duties

The duties of the officers are as follows.

11.8.1 President

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

11.8.2 Vice President

The vice president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

11.8.3 Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; ensure that appropriate current records showing the Members of the Association together with their addresses are kept; and shall perform such other duties as required by the Board.

11.8.4 Treasurer

The treasurer shall ensure that the Board receives and deposits in appropriate bank accounts all monies of the Association and disburses such funds as directed by resolution of the Board of Directors; shall co-sign checks and promissory notes of the Association as required; ensure that the Board keeps proper books of account and cause a regular audit of the Association books to be made by a public accountant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership on a regular basis and at its regular annual meeting.

ARTICLE 12.ASSESSMENTS

12.1 Creation of the Lien and Personal Obligation of Assessments

By the Declaration each Member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to the successors in title unless expressly assumed by them.

12.2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

12.3 Basis of Annual Assessments

Effective January 1, 2004, the annual assessment per Lot shall be Two Hundred

Sixty-two dollars (\$262.00). From and after January 1, 2005, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum and annual assessment applicable to each such Lot for the previous year without a vote of the membership. The "Maximum Percentage" for any year shall be the percentage of increase in the Consumer Price Index, for Fairfax County, as published by the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefore such other comparable index as may be furnished by the United States Government). However, after consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at a lesser amount, on an annual basis, provided the requirements of the Association's budget and capital reserve account are maintained.

If, in any year, consideration of current and future needs of the Association cause the Board of Directors to believe an increase greater than the CPI for Fairfax County, Virginia, is required, the assessment must be approved by a two-thirds (2/3) majority of all Members who are voting in person or by proxy at a meeting duly called for that purpose. Notice of the meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance, setting forth the details and purpose of the meeting.

12.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

12.5 Uniform Rate

Both annual and special assessments must be fixed at a uniform rate for all Lots.

12.6 Date of Commencement of Annual Assessments; Due Dates

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments are payable and due April 1, or as shall be established otherwise by the Board of Directors. Upon demand at any time, the

Association shall furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

12.7 Effect of Non-Payment of Assessments; Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

12.8 Subordination of the Lien to First Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of all first mortgages. Sale or transfer of any Lot shall not affect the assessment lien, unless the sale or transfer is pursuant to a decree of foreclosure under a first mortgage or any proceeding in lieu of foreclosure thereof under a first mortgage, in which case the lien of such assessments as to payments thereof which became due prior to such sale or transfer shall be extinguished. No sale or transfer, whether by foreclosure under a first mortgage or otherwise, shall relieve such Lot from liability for any future assessments becoming due thereon or from the lien therefore.

12.9 Exempt Property

The following property subject to the Declaration shall be exempt from the assessments created therein: a) all properties dedicated to and accepted by a local public authority; b) the Common Area; and c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE 13. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE 14. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference

the words: Kingston Chase Home Owners Association, Inc.

ARTICLE 15.AMENDMENTS

- 1 These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.
- In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE 16.MISCELLANEOUS; EFFECTIVE DATE

The fiscal year of the Association shall begin January 1 and end December 31 of each year. The effective date of these By-laws, as amended and approved by the Association's Members entitled to vote, shall be 14 November 2005.