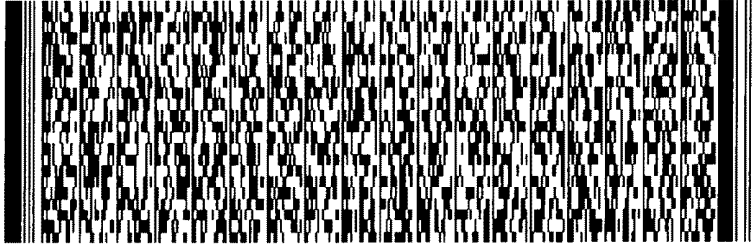


Display Barcodes - Fairfax Circuit Court

Page 1 of 1

## Fairfax Circuit Court Coversheet Generator

## Cover Sheet Page 1 of 1



Consideration	\$0.00	Consideration/Actual Value %	100
Actual/Assessed	Tax Exemption	NONE	Amount Not Taxed
Code Section			
DEM Number			
Original Book		Original Page	
Title Company	NONE	Title Case	
Property Descr.	ALL OF BLOCK 72, SECTION 29, RESTON, BEING MOORINGS CLUSTER		Multiple Lots? NO
Return To Party Name:	LELLA AMISS E PAPE	Address:	9300 WEST COURTHOUSE RD, SUITE 105 MANASSAS, VA 20110
No. of Certified Copies	0	No. of Non-certified Copies	0
		Page Range	

**Document Type(s)**

BY LAWS

**Grantor(s)**

MOORINGS CLUSTER ASSOCIATION\_I\_N

**Grantee(s)**

MOORINGS CLUSTER ASSOCIATION\_I\_N

**Tax Map Number**

172-2- -32- A-0015-

REVISED AND RESTATED  
BY-LAWS  
OF  
MOORINGS CLUSTER ASSOCIATION

REVISED: November 1993 And Revised & Restated February 21, 2019

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*Prepared by: Kella Amis E. Pope, USB # 28672  
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Manassas, Va 20110*

(Revised: November 1993 revised and restated December 2018)

REVISED AND RESTATED BY-LAWS  
of  
MOORINGS CLUSTER ASSOCIATION

ARTICLE I  
OFFICES

The principal office of the Moorings Cluster Association (the "Corporation" or "Association") shall be located in Reston, Fairfax County, Virginia. The Association shall maintain a registered office in the Commonwealth of Virginia and in a manner consistent with the Virginia Non-Stock Corporation Act. The address of the registered office and the registered agent may be changed from time to time by the Directors.

ARTICLE II - GENERAL PROVISIONS

- 2.1 Definitions: Capitalized terms used in these By-Laws, which are not defined, shall have the meanings specified for such terms in the Deed of Dedication, or if not defined therein, meaning specified for such terms in the Virginia Property Owners' Association Act, or as defined herein:
- 2.1.1 Building or building: means, at any given time, any structure created on the Property.
  - 2.1.2 Cost of Collection: any costs or charge, expense, or payment to others incurred by the Association in the collection and/or enforcement of the assessment obligation, rule enforcement, enforcement of restrictive covenants, to include any costs, court costs, sanctions, penalties, or any other charges incurred by the Association, whether from management, its vendors or legal counsel to be assessed against a Lot Owner as part of the charges and fees due the Association, and as may be further defined by any Rule or Regulations adopted by the Board of Directors.
  - 2.1.3 Property or property: means, at any given time, the land designated as such in the plat attached to the Deed of Resubdivision, together with all improvements and appurtenances thereto now or hereafter existing.
  - 2.1.4 Acceleration: means the automatic acceleration of all assessment payments due through the end of any applicable fiscal year when any account is turned over for collection of delinquent assessments and charges.

- 2.1.5 **Governing Documents:** refers to all Reston Deed of Dedication, Deed of Resubdivision and Rededication and Easement Agreement, Articles of Incorporation, By-Laws, and any rules or policies currently in effect.
- 2.1.6 **Management and/or Management Agent:** means, at any given time, the professional management team duly hired to manage the Association. In addition, management may mean the act of the Board in taking or performing acts, actions, or rendering decisions as permitted by Article VI of these By-Laws.
- 2.1.7 **Lot and Lot/dwelling unit:** means the individual lot, as platted and dedicated in Fairfax County land records, owned by a member/s, and providing member rights under the By-Laws.
- 2.2 **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing April 1 or such other on date as may be determined by the Board of Directors.
- 2.3 **Preparation and Approval of Budget.** The Board of Directors shall adopt a budget for each fiscal year. In adopting a budget, the Board of Directors shall establish a reserve fund to cover the cost of replacing Common Area items at the end of their useful life and a reserve contingency fund for unanticipated cost overruns or events. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner liable therefore shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due not more than ten (10) days after such new annual or adjusted budget shall have been delivered.
- 2.4 **Restrictions.** All restrictions concerning the property shall be located in the Rules and Regulations as adopted from time to time by the Board of Directors, as if incorporated herein, and are subject to modification and amendment pursuant to Article XIV-AMENDMENTS.

#### ARTICLE III – OBJECTIVE

- 3.1 These By-Laws and all amendments and supplements hereto shall run with the land and shall be binding upon each Owner, their heirs, successors and assigns and all parties claiming under them, and shall inure to the benefit of and be enforceable by the Association, each Owner and all claiming under each Owner. The Moorings Cluster Association has been established as a common interest community for the benefit of its Members and the operation of the Property.

ARTICLE IV – MEMBERS

- 4.1 Members in the Association. The following shall be members of the Association: All persons owning of record any dwelling unit on the property shown within Moorings Cluster on the plat attached to the Deed of Dedication, or on any Subsequent Plat filed pursuant to the Deed of Dedication (hereinafter the "Property"), except a person taking title as security for the payment of money or the performance of an obligation. Whenever there exists a violation of any of the provisions of the Deed of Dedication with respect to the dwelling unit owned by a member (including, but not limited to, failure to make any payment to the Association when due and payable under the terms of the Deed of Dedication), or whenever a member is in violation of any rule or regulation adopted by the Association, the Association may, after affording the member an opportunity to be heard, suspend the member from membership in the Association until such time as the violation ceases to exist. The right to suspend a member shall in no way limit other remedies in law or equity the Association may have against a violation, nor shall failure to exercise such right be considered a waiver of any other rights or remedies of the Association.
- 4.2 Member Obligations to Association. Each member of the Association, by becoming such agrees to be personally responsible for the payment of all charges created under the Deed of Dedication with respect to the dwelling unit owned by the member and for compliance by the member and the member's family, guests and invitees with the provisions of the Deed and with the rules and regulations adopted by the Association with respect to the Property.
- 4.3 Voting Rights. The members of the Association shall have the right to vote for the election and removal of Directors in the manner set forth in these By-Laws and on any issue formally before the membership for a vote. Each member of the Association shall have one vote, except that:
- 4.3.1 A member owning more than one Lot/dwelling unit on the Property shall have the number of votes equal to the number of Lots/dwelling units owned.
- 4.3.2 When any Lot and dwelling unit on the Property is owned of record in joint tenancy or tenancy-in-common, or in any other manner of joint or common ownership, the owners collectively shall be entitled to only that single vote to which one person would be entitled were he the owner of such Lot and dwelling unit. Such vote shall represent and shall be exercised only by the unanimous action or consent of the owners of record of the dwelling unit.
- 4.3.3 Proxies. A vote at a membership meeting may be cast by a proxy. A proxy must be appointed in writing by all of the Owners of the Lot. The proxy form must be filed with the Secretary of the Association and/or its designated Agent and Property Manager before the appointed time of the meeting or at any time specified by resolution of the Board. Such proxy appointment shall

be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning the Lot with respect to which the vote is cast. Except with respect to proxies in favor of a Mortgagee, or concerning any Governing Documents amendment, no proxy appointment shall be valid for a period in excess of eleven (11) months after the execution thereof, and in any event, any proxy (other than those in favor of a Mortgagee) shall terminate automatically upon the final adjournment of the first membership meeting held on or after the date of the proxy. The Board of Directors specifically reserves the power to establish rules and regulations concerning voting by proxy.

- 4.3.4 Absentee Votes. Votes may be cast on previously announced questions or issues by submitting a signed, written notation of the vote to a Director of the Association prior to the time set for voting. Absentee votes are limited to the number of votes equal to the number of Lots/dwelling unit's owner by a member. When utilized for voting, electronic voting methods are permitted for absentee voting.
  - 4.3.5 Delinquency. No Owners may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.
  - 4.3.6 Voting rights. Voting, consent to, and approval of any matter under the By-Laws or applicable provisions of the Virginia Code, as amended, may be accomplished by voting by electronic transmission or other equivalent technological 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.
- 4.4 Development of New Technologies. Due to the development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under Deed of Dedication and these By-Laws, as amended, may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of the Deed of Dedication and these By-Laws and dealing with notices, payments, signatures, votes, consents, or approvals.
- 4.4.1 Electronic transmission and other equivalent methods. The Association, the Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under the Deed of Dedication and these By-Laws by any technological means providing sufficient security, reliability,

identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community intranet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

- 4.4.2 Signature Requirements. Subject to the requirements of Federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Deed of Dedication and these By-Laws.
- 4.4.3 Nontechnology alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.
- 4.5 Gender, Etc. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 4.6 Construction. These By-Laws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Reston Deed of Dedication and these By-Laws, the By-laws shall control; In the event of a conflict between the Articles and these By-Laws, these By-Laws shall control.

#### ARTICLE V – MEETING OF MEMBERS

- 5.1 Annual Meeting. An annual meeting of the members shall be held in September or October of each calendar year on a day and hour determined by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and to transact such other business as may come before the meeting.
- 5.2 Special Meetings. A special meeting of the members may be called by the President, the Board of Directors by quorum vote, or by the members of the Association having one-fifth or more of the total votes of the members by written petition to the Board of Directors.
- 5.3 Place of Meeting. All meetings of the members shall be held within Reston, Fairfax County, Virginia, at a suitable place designated by the Board of Directors if the meeting is called by the Directors, by the President if the meeting is called by the President, or by the members if the meeting is called by the members. If no designation is made, the place of meeting shall be the principal office of the Association.

- 5.4 Notice of Membership Meetings. The Secretary shall provide notice to each Owner of every Annual or Special membership meeting of the Association at least ten (10) but not more than sixty (60) days prior to such meeting, stating the date, time, place and purpose thereof. It shall be the duty of the Secretary to mail a notice of each annual or special meeting by regular United States mail, email to the email address provided by the Lot Owner or by using the most advanced technology available at the time if such use is a generally accepted business practice to include, but not limited to electronic transmission over the Internet for the community intranet or other network, whether by direct connection, intranet, Internet, telecopier, or electronic mail, or delivered by hand to each Lot Owner of record at the address of the Lot or to such other address as may be designated by said Lot.
- 5.4.1 Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Owner(s) entitled to such notice, whether before or after the holding of the meeting, shall be equivalent to the giving of such notice to such Owner(s). An Owner who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting to the manner in which the Board called or convened the meeting. In addition, an Owner may waive the requirement of notice if he or she delivers to the Secretary for inclusion in the minutes of the meeting a written waiver of such notice either before or after the meeting.
- 5.5 Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by no fewer than two-thirds of the members of the Association.
- 5.6 Quorum and Manner of Acting. Members having one-fifth of the total votes shall constitute a quorum at any meeting. If a quorum is not present, a majority of the members present may adjourn the meeting from time to time without further notice. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law, by the Articles of Incorporation of the Association, or by these By-Laws.
- 5.6.1 Absentee Ballots. Absentee ballots shall not be counted in determining a quorum.
- 5.6.2 Acclamation Voting. Voting by acclamation (voting without a ballot) may be made by motion, second, and approval by the members on matters that are on the provided agenda at the meeting, and which are deemed appropriate for acclamation voting by the Board of Directors.
- 5.6.3 Published Agenda. The Board shall publish the agenda prior to any member meeting. Voting matters at a duly called meeting shall be limited to those items on the published agenda.



- 5.7 Conduct of Meetings. The Board of Directors may adopt such regulations as it deems advisable for any meeting of members with respect to proof of membership in the Association, evidence of the right to vote, the appointment and duties of inspectors of votes, and other matters concerning the conduct of the meeting. Such regulations shall be binding upon the Association and its members.
- 5.8 Approval of Annual Budget and Annual Assessment. An annual budget of the Association, including the funding of capital improvements/major repairs, the Reserve Fund, and an annual assessment pursuant to the Reston Deed of Dedication for each twelve-month period shall be presented by the Board of Directors to the members at a special budget meeting. Such Special Budget Meeting shall be called by the Directors each year.
- 5.8.1 Rollover of Assessments. In the event a budget or assessment is not approved by the Board and the members at least thirty days prior to the end of the fiscal year, the budget or assessment most recently approved shall become effective as the annual assessment, until such time as the Board shall approve a new budget or assessment and present it to the members for approval.
- 5.8.2 Approved Budget. Upon approval by the members of the proposed annual assessment, the Board has the duty to fix the amount of the Annual Assessments against each Lot/dwelling unit in advance of each Annual Assessment period and to send written notice of each Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period.

#### ARTICLE VI – DIRECTORS AND OFFICERS

- 6.1 Directors. The affairs of the Association shall be managed by its Directors in accordance with the terms of these By-Laws.
- 6.2 Powers and Duties. The Board of Directors shall have power to:
- 6.2.1 Adopt and publish rules and regulations governing the use of the Common Area and the Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, including the right to levy monetary charges and other penalties against Members;
- 6.2.2 suspend (i) the voting rights, (ii) the right of any Owner to be elected to the Board, and (iii) the right of any Owner or Resident to use the Common Area and facilities or services (to the extent that access to the Owner's Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of the Owner or Resident) for so long as any Assessment for such Lot remains unpaid and overdue for more

than sixty (60) days, pursuant to Section 55-513 of the Virginia Property Owners Association Act.

- 6.3 Number and Tenure of Directors and Vacancies.** The number of Directors shall be seven (7). One (1) Director shall be elected by the membership from among the members in each of the seven separated "blocks" of dwelling units on the Property (numbered consecutively from east to west on Moorings Drive and then east to west on Waters Edge Lane ); provided that if no candidate is available from among the members in a block, a Director for that block shall be elected from among the members in any other block. All Directors shall serve for two (2) year terms. Terms shall be staggered so that in even years four (4) positions are open for election, and in odd numbered years three (3) positions are open for election by the members.
- 6.3.1. Director Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by election by the members at the next regularly scheduled annual or special meeting of the members following creation of the vacancy, or at a special meeting called for that purpose. Any Director elected to fill a vacancy shall serve until the expiration of the term of the Director whose position he was elected to fill. Any vacancy occurring prior to the next regularly scheduled annual or special meeting may be temporarily filled by a member of the Association designated by the Board of Directors.
- 6.4 Removal of Directors.** At any regular or special duly called meeting of the Association where the meeting notice states that the purpose (or one of the purposes) of the meeting is to vote on the removal of one or more Directors, such Director(s) may be removed, with or without cause, by a majority of the votes entitled to be cast by members, and a successor may then and there be elected by such membership to fill the vacancy thus created for the remainder of the term of the Board member so removed. A Director may also be removed by a vote of the Board of Directors if a Director misses to two or more consecutive meetings of the Board of Directors, without member action.
- 6.5 Annual and Regular Meetings.** An annual meeting of the Board of Directors shall be held within thirty (30) days following the annual meeting of members at such time and place within Reston, Fairfax County, Virginia, as may be specified in the notice thereof. The Board of Directors may provide by resolution the time and place within Reston for the holding of additional regular meetings of the Board without any notice other than the resolution.
- 6.6 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two of the Directors.
- 6.7 Notice to Directors.** Notice of any meeting of the Board of Directors for which notice is required shall be delivered by hand in writing, email, text message or other

electronic method to each Director at the Lot/dwelling unit owned by a Director on the Property (or at such other address as may appear in the Association's records) at least two days prior to such meeting. Any Director(s) may, in a writing signed by the Director(s), waive notice of any meeting before or after the date of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting by the Director.

- 6.8 Quorum for Directors Meetings. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board; in no event shall any action of the Board be approved by less than a vote of four (4) affirmative votes. If less than a majority of the Directors are present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
- 6.9 Manner of Action. The act of a majority of the Directors present at a meeting at which a quorum of Directors is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation of the Association, or by these By-Laws.
- 6.10 No Compensation. Directors shall not receive any compensation for their services as Director. By resolution of the Board of Directors, reimbursement for approved expenses may be paid to a Director by the Association.
- 6.11 Informal Action by Directors. Any action which may be taken, or which is required by law to be taken at a meeting of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by at least two-thirds of the Directors.
- 6.12 Officers of the Association. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The officers shall be elected by the Board of Directors from among the Directors of the Association. The Board of Directors may elect such other officers from among the members of the Association as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices, except the offices of President and Secretary, may be held by the same person.
- 6.12.1 President: The President shall conduct meetings and act for the Association in all matters not requiring a vote of the membership or which are not restricted by the duly approved By-Laws (as amended/revised) of this association. He shall be an ex-officio member of all duly constituted committees. The President shall be empowered hereby to sign authorized checks jointly with the Treasurer. The President shall have the right to call special meetings of the Association or the Board when warranted to be in the mutual interest of the association membership.

- 6.12.2 Vice-President: The Vice-President shall act for the President in his/her absence, with the same rights and duties as herein granted to the President. He shall perform any other duties assigned by the President in the interest of the membership.
- 6.12.3 Secretary/Treasurer: The Secretary shall duly record the minutes of all meetings of the Association and the Board of Directors. The Secretary shall be responsible for the formulation of written notification to all members of any meetings to be held and to keep the membership informed of all official business of the Association. The Secretary shall read for approval at each meeting the minutes of any previous meeting(s). The Secretary shall be the official custodian of all Association records. The Treasurer shall receive and pay out all monies due to or owned by the Association and shall keep a correct and true account of the same. The Treasurer shall establish a bank account in the name of the Association at a bank of his discretion. The Treasurer shall, at each regular or annual meeting, make a financial report to those present and in addition, shall make and transmit a financial report to the membership. The Treasurer will submit financial records to the Audit Committee each year, just prior to the annual meeting. The Treasurer of the Association shall hereby be authorized to spend Association funds, provided such disbursements are for the mutual benefit of the total membership.
- 6.13 Officer Election, Term of Office and Vacancies. The officers of the Association shall be elected each year at the annual meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected. A vacancy in any office may be filled by appointment by the Board of Directors for the unexercised portion of the term.
- 6.14 Officer Removal. Any officer may be removed by the Board of Directors whenever, in the Board's judgment, the best interests of the Association will be served thereby.
- 6.15 Officer Powers and Duties. Except as may be otherwise provided by law, the Articles of Incorporation of the Corporation, these By-Laws, or the Board of Directors, the officers of the Association each shall have such powers, duties, and obligations as generally pertain to their respective offices as well as such powers, duties, and obligations 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 Association.
- 6.17 Officer Fiduciary Responsibility. All Officers shall have the fiduciary responsibility to manage Association expenditures with the assistance of the Managing Agent.

ARTICLE VII – COMMITTEES

- 7.1 Committees of Directors. By resolution adopted by a majority of the Directors holding office, the Board of Directors may designate one or more committees, to exercise the authority of the Board of Directors in the management of the affairs of the Association to the extent set forth in the resolution; provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Articles of Incorporation.
- 7.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a Board of Directors to perform such duties and to have such powers as may be provided in the resolution.
- 7.3 Rules. Each committee may recommend rules for its own government not inconsistent with the terms of the resolution of the Board of Directors, designating the committee, or with rules adopted by the Board of Directors. All Committee rules shall be approved by the Board of Directors.
- 7.4 Block Representatives. The Board officers may assign block representatives to manage specific parking areas, special projects and/or special committees at the Direction of the Board. Such block representatives shall have such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors.

ARTICLE VIII – INDEMNIFICATION

- 8.1 Indemnification. Each Director, Officer, and Committee Member acting under the direction and supervision of the Board of Directors (together with his heirs, executors, and administrators) shall be indemnified by the Association against reasonable costs and expenses incurred by him in connection with any action, suit or proceeding, or threatened action, suit or proceeding, to which he may be made a party by reason of his being or having been a director or officer of the Association, except in relation to any action, suits or proceedings in which he has been adjudged liable because of negligence or misconduct, which shall be deemed to include willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.
- 8.2 Applicability of Indemnification. In the absence of an adjudication which expressly absolves the Director or Officer of liability to the Association, or its members, for negligence and/or misconduct, or in the event of a settlement, each Director and Officer (and his heirs, executors and administrators) shall be indemnified by the Association against payments made or to be made, (including reasonable costs and

expenses) provided that such indemnity shall be conditioned upon the prior determination by a resolution of two-thirds (2/3) of those members of the Board of Directors who are not involved in the action, suit or proceeding, that the Director or officer has no liability by reason of negligence or misconduct within the meaning thereof as used herein.

- 8.3 Independent Counsel Opinion for Applicability to Full Board. It is provided further that if a majority of the members of the Board of Directors are involved in the action, suit or proceeding, such determination shall have been made by a written opinion of independent counsel. Amounts paid in settlement shall not exceed costs, fees and expenses which would have been reasonably incurred if the action, suit or proceeding had been litigated to a conclusion.
- 8.4 Determination. Such a determination by the Board of Directors or by independent counsel, and the payments of amounts by the Association on the basis thereof, shall not prevent a Member from challenging such indemnification by appropriate legal proceedings on the grounds that the person indemnified was liable to the Association or its security holders by reason of negligence or misconduct, within the meaning thereof as used herein.
- 8.5 Rights. The foregoing rights and indemnification shall not be exclusive of any other rights to which the officers and directors may be entitled according to law.
- 8.6 No Personal Liability. No officer of the Association or member of the Board of Directors shall be personally liable for the performance of any contract or agreement entered into by an officer or by the Board of Directors on behalf of the Association.

#### ARTICLE IX – ASSESSMENTS

- 9.1 Creation of the Lien and Personal Obligation of Assessments. By the Deed of Dedication and these By-Laws each member is deemed to covenant and agree to pay to the Association:
  - 9.1.1. Annual assessments or charges, individual assessments, special assessments for capital improvements, and other special assessments, as adopted.
  - 9.1.2. Such assessments are to be fixed, established, and collected from time to time as hereinafter provided.
- 9.2 Lien. Each Assessment (together with any interest, late charges, Costs of Enforcement and Costs of Collection, reasonable attorneys' fees, and court costs) shall be a continuing lien on the Lot/dwelling unit against which the Assessment is made on the date payment of the Annual Assessment or applicable charge becomes due.

- 9.3 Personal Obligation of Members. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the joint and several personal obligations of the person (or persons) who is the Owner of such property at the time when the assessment falls due. This personal obligation shall not pass to his successors in title unless expressly assumed by them.
- 9.4 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.
- 9.5 Capital Asset Special Assessments. 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 fifty-one percent (51%) of the votes of the 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 ten (10) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- 9.6 Other Special Assessments. In the event expenditures not originally included in the annual budget become necessary during the year, the Board of Directors may, at any time, levy a special assessment. Said special assessments may be payable in a lump sum or in installments as the Board of Directors may determine. The Board shall set the due dates for any other Special Assessments as is fiscally prudent, and as needed to fund the budget. The Board of Directors shall serve notice of any such special assessment to the membership by a statement in writing giving the amount and reason therefore, and such special assessment shall, unless otherwise specified in the notice, become effective with the next quarterly payment which is due after the delivery or mailing of such notice of special assessment. All owners shall be obligated to pay the adjusted quarterly amount or, if the special assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws and the Property Owners' Association Act, including without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs. Notwithstanding anything to the contrary herein contained, any special assessment in excess of ten percent (10%) of the total annual assessment in any twelve-month period shall be effective only with the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such special meeting shall be sent to all members not less than ten (10) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

- 9.7 Uniform Rate of Assessment. Both annual and special assessments may be fixed at a uniform rate for all lots regardless of size, value of improvements constructed thereon, and number of persons occupying the same and may be collected on a quarterly basis.
- 9.8 Individual Assessments. The Board of Directors shall have the power to assess an Owner of a Lot, individually: (i) for the amount of any costs or expenses incurred by the Association as provided for in the Deed of Dedication or By-Laws; (ii) for any charges imposed by the Association as provided for in the Deed of Dedication or By-Laws; (iii) for any other costs incurred by the Association due to any act or omission for which such Owner is responsible under the Deed of Dedication or By-Laws; and (iv) Individual Assessments for special services paid by each Lot Owner which must be paid in advance prior to special services for a particular lot or lot Owner. Individual Assessment need not comply with By-Laws Section 9.7.
- 9.9 Due Dates. Such annual assessment shall commence, as to all Lots subjected to the Reston Deed of Dedication and Declaration and these By-Laws, on the first day of the month following the first conveyance to an Owner of a Lot. Assessments are due on an annual basis, on the first day of the fiscal year. The Board of Directors shall fix the amount of such annual assessment at least thirty (30) days in advance of such annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The annual assessment will be divided solely for ease of payment into four quarterly assessments, payable upon notice. Any member in arrears in the sum of \$100.00, shall have a lien placed on his property where an account has been referred for collections by Association legal counsel.
- 9.10 Notices. Unless another type of Notice is herein provided for, notice to Members concerning unpaid assessments shall be by certified mail, return receipt and first-class mail. Late Notices shall be by first class mail only.
- 9.11 Effect of Nonpayment of Assessments and 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 may bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or one and one-half (1 & 1/2 %) per month and the Association may bring an action at law 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 his Lot. All unpaid assessment shall be automatically accelerated to the end of the fiscal year upon turnover of accounts to collection by legal counsel.
- 9.12 Establishment and Payment of Assessments. Assessments shall be established and levied by the Board of Directors as set forth herein and in the Deed of Dedication and these By-Laws. Each Owner liable therefor shall pay the assessments established by



the Deed of Dedication and these By-Laws. No Owner shall be liable for the payment of any part of the assessment against his Lot that may be due subsequent to the date of recordation of a conveyance by him in fee of such lot to a successor Owner (except a conveyance as security for the performance of an obligation). Each such assessment, together with the interest, late charges and costs of collection, including any and all attorneys' fees, shall be the personal obligation of the Owner at the time the assessment becomes due.

- 9.13 Collection of Assessments. Subject to and in accordance with the Deed of Dedication and these By-Laws, the Board of Directors may take action to collect any assessments due from any Owner. Each defaulting Owner shall be responsible to pay all costs of collection incurred by the Association, including without limitation, reasonable attorney's fees, filing and other related costs, interest, late charges and any other administrative charges established by the Board through a policy resolution.
- 9.14 Right of Acceleration. The payment and collection of the assessments made pursuant to this Article shall be in accordance with the terms providing for the payment and collection of assessments in the Reston Deed of Dedication and Declaration and these By-Laws, including without limitation the right reserved to the Board of Directors to accelerate payment of assessments upon any delinquency and the right to recover attorney's fees and costs. All unpaid assessment shall be automatically accelerated to the end of the fiscal year upon turnover of accounts to collection by legal counsel and any year thereafter as long as the account remains in collection with legal counsel.
- 9.15 Late Charges. Any assessment levied pursuant to the Deed of Dedication and these By-Laws, or any installment thereof, which is not paid within thirty (30) days after it is due, may at the option of the Board of Directors be subject to a late charge of not less than ten percent (10%) per quarter of the Balance due from each quarterly assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these By-Laws for the collection of assessments.
- 9.16 Individual Sanction Assessments (Fines). The Board of Directors, in compliance with The Virginia Property Owners' Association Act, as amended, can assess monetary fines in accordance with the Act, of up to ten dollars per day for a continuing violation or fifty dollars for a single violation. Such sanctions shall be treated in all respects as an Assessment.
- 9.17 Approval of Assessments. 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. An annual budget of the Association, including the funding of a capital improvements/major repairs, the Reserves Fund and an annual assessment of members pursuant to the Reston Deed of Dedication and Declaration

and these By-Laws for each twelve-month (12) period shall be presented by the Board of Directors for the approval of the proposed budget by the members. Approval of the proposed budget requires a fifty-one percent (51%) affirmative vote of the members who are voting in person or by proxy at a special meeting which shall be called by the Directors each year. In the event a budget or assessment is not approved by the members, the budget or assessment most recently approved shall become effective until such time as the members shall approve a new budget or assessment.

- 9.18 Disclosure Packets. In addition to providing a statement of assessments, the Association shall provide to the Owner of a Lot the Association Disclosure Packet, who has contracted to sell the same, within the time parameters established in the Virginia Code. The Association may charge a fee for the preparation and issuance of each disclosure packet subject to the requirements of Virginia law.
- 9.19 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage (or mortgages) or deed (or deeds) of trust. Sale or transfer of any lot pursuant to the foreclosure under such mortgage or deed of trust or pursuant to any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot or the purchasers thereof from the lien of any assessments thereafter becoming due, nor the purchasers thereof from liability for the payment thereof.
- 9.20 Exempt Property. The following properties subject to the Deed of Dedication and these By-Laws shall be exempt from the assessments created herein: (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 nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
- 9.21 Certificates. The Association shall upon demand at any time 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 these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### ARTICLE X – ENFORCEMENT AND DUE PROCESS

- 10.1 Enforcement - Legal Proceedings. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws. Failure by the Association or by any Owner to enforce any right, provision, covenant or condition which may be granted by the Reston Deed of Dedication and the

Reston Declaration, as amended, or by these By-Laws shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, Covenant or condition of the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Reston Deed of Dedication and the Reston Declaration, as amended, and by these By-Laws, or at law or in equity.

- 10.2 **Attorney's Fees and Costs.** In any legal or administrative proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including costs of collection, as it has expended in any legal or administrative action.
- 10.3 **Enforcement - Charges and Suspension of Rights.** In addition to the other rights set forth in the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws the Board of Directors has the power to impose monetary charges and to suspend the right to vote in the Association and the right to use the Common Area or other rights in the case of an Owner found to be responsible for a violation of the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws or rules and regulations of the Association; provided, however, that the Board of Directors may not deny an Owner the use of the Common Area for ingress and egress to such Owner's Lot or utility services. The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation but shall not exceed the statutory amounts as permitted under Virginia law. Charges assessed shall be treated as an assessment against the Owner's Lot. The Board may suspend the right of the Owner or other occupant, and the right of such Owner's household, tenants, guests, invitees, employees and licensees to use the Common Area for a reasonable period, not to exceed thirty (30) days, for any violation of any provision of the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws or Association rules and regulations, or for any period of during which an assessment payment, including installment payments, which are more than sixty (60) days past due, remains unpaid.
- 10.4 **Enforcement - Abating and Enjoining Violations.** The provisions of the rules and regulations adopted by the Board of Directors or any breach of the Reston Deed of Dedication and the Reston Declaration, as amended, or these By-Laws shall give the Board, on behalf of the Association, the right, in addition to the other rights set forth in the Reston Deed of Dedication and the Reston Declaration, as amended, and these By-Laws: (i) to enter the portion of the Lot (excluding any dwelling on the Lot) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, which shall be treated as Individual Assessment, any structure, thing, or condition that may exist therein contrary to the intent or meaning of the Reston Deed of Dedication and the Reston Declaration, as

amended, these By-Laws or the Association rules and regulations, and the Board of Directors shall not be deemed guilty of trespass; (ii) to use self-help to remove or cure any violation of the Reston Deed of Dedication and the Reston Declaration, as amended, these By-Laws or the rules and regulations on the Properties (including the towing of motor vehicles) and to charge the associated expenses and costs back to the Owner(s) of the affected Lot(s) as an Individual Assessment; or (iii) to enjoin, abate or remedy by appropriate administrative or legal proceeding, either at law or in equity, the continuance of such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be initiated.

- 10.4.1 **Cost of Collection and Enforcement.** Each Owner of a Lot shall be liable to the Association for any costs incurred by the Association and the expense of all upkeep rendered necessary by such Owners' act or omission to act, or the act or omission to act of such Owner's tenant, and such owners (or tenants) household members, guests, employees, agents or invitees, regardless of neglect or culpability, to the extent such expense is not covered by the proceeds of insurance carried by the Association. Any costs, including without limitation legal fees, management fees, costs, and charges incurred as a result of a failure to comply with the Association Documents and Rules and Regulations by any Owner, tenant, guests, may be assessed against such Lot Owner's Account upon the direction of the Board of Directors to so charge all costs of collection and enforcement actions to the Lot Owner.
- 10.5 **Due Process.** The Board of Directors, before imposing any change or before taking any action affecting one or more specific Lot Owner, shall afford such person the following basic due process rights listed in sections 10.6 through 10.8.
- 10.6 **Notice.** The member shall be afforded prior written notice of any action pursuant to which the Member shall be given reasonable opportunity under the circumstances to correct the alleged violation, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing. Notice of any hearing shall be mailed by registered or certified mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen (14) days prior to such hearing. All notices shall conform to the current requirements of Virginia law.
- 10.7 **Hearing.** If the alleged violation remains uncorrected the Member shall be given an opportunity to be heard at a hearing at which the Board of Directors, as appropriate, discusses such charge or action. Each person so appearing shall have the right to be represented by such person's counsel, at such person's own expense.
- 10.8 **Fairness.** The Board of Directors shall treat all persons equitably, based upon decision-making procedures, standards and guidelines which shall be applied to all persons consistently.

- 10.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### ARTICLE XI - BOOKS AND RECORDS

- 11.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Deed of Dedication and these By-Laws, 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 cost.

#### ARTICLE XII- MISCELLANEOUS

- 12.1 Relationship with the Reston Home Owner's Association. Members of the Association are automatically members of the Reston Association and are subject to the Covenants, Rules and Regulations that have been or may be adopted by the Reston Association.
- 12.2 Relationship with the Virginia Property Owner's Association Act. The Corporation is an Association governed by the Virginia Property Owner's Association Act, the provisions of which are incorporated herein by reference.
- 12.3 Incorporation of Rules. All existing Moorings Cluster Rules and Regulations are incorporated into these By-Laws as if set forth herein and shall be enforced in compliance with these By-Laws.

#### ARTICLE XIII- EASEMENTS AND ACCESS

- 13.1 Easement. The Association hereby grants, conveys and confirms unto the Members a perpetual non-exclusive easement for normal residential pedestrian ingress and egress over, upon, and across that portion of the Common Area - Easement Area that lies within the boundaries of the Lots and Lake Anne.
- 13.2 Use of Easement Area. Each Owner in Good Standing may use the Easement Area for access to and from the residence on the Lot owned by such Owner and Lake Anne and the Common Area Facilities and/or Dock, and shall not use, utilize or travel through the Easement Area so as to interfere with the other Owner's use of the Easement Area for access to the Common Area and Facilities. Each Owner may permit reasonable use of the Easement Area by such Owner's family members, invitees, tenants and tenants' family members and invitees, but shall be responsible for assuring that no such permitted user interferes with the proper use of the Easement Area by the other Owner or the other Owner's family members, invitees, tenants and tenants' family members and invitees.

13.3 Future Maintenance. The cost of routine maintenance of the Common Area Facilities/Dock including any repair or replacement necessitated by normal wear and tear and weathering, shall be borne equally by the Owners as a Common Expense. Any repair necessitated by abnormal or improper use of the Facilities/Dock by any Owner (or by any Owner's family members, invitees, tenants or tenants' family members or invitees) shall be the sole responsibility of such Owner and shall be completed and paid for promptly at the request of the Association.

ARTICLE XIV- AMENDMENTS

14.1 Amendments to By-Laws. These By-Laws may be amended by the adoption by the Board of Directors of a resolution setting forth the proposed amendment, finding it in the best interests of the Association and directing that it be submitted to a vote of the members at a special or annual meeting, notice of which shall be given as required by these By-Laws. The proposed amendment shall be adopted upon receiving the positive vote of at least fifty-one (51%) of the membership then voting at a meeting of the Association.

14.2 Member Review. The residents of the Association will have thirty (30) days to review the proposed changes to the By-Laws in advance of the meeting where amendments will be put forward for a vote at a special or annual meeting.

IN WITNESS WHEREOF, we all being all of the Directors of Moorings Cluster Association have hereunto set our hands this 21<sup>st</sup> day of FEBRUARY, 2019.

WITNESSETH:

MOORINGS CLUSTER ASSOCIATION

By Lorraine Cleary [SEAL]

Lorraine Cleary, President

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Lorraine Cleary, President, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of Feb, 2019.

Lella Amiss E. Pape  
Notary Public

Lella Amiss E. Pape  
Printed Name  
VSB # 28672

130691  
Registration Number



03/31/21  
My Commission Expires:

By: Robert P. Marston [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that ROBERT P. MARSTON, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of FEB, 2019.

Lella Amiss E. Pape  
Notary Public

Lella Amiss E. Pape  
Notary Public Name  
VSBN # 28672

13069  
Registration Number



03/31/21  
My Commission Expires:

By: Deborah Talley [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that DEBORAH TALLEY, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of FEB, 2019.

Lella Amiss E. Pape  
Notary Public

Lella Amiss E. Pape  
Notary Public Name  
VSBN # 28672

130691  
Registration Number



03/31/21  
My Commission Expires:

By: [Signature] [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

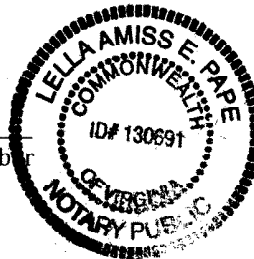
I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Kevin J. Carroll, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of FEB, 2019.

[Signature]  
Notary Public

Lella Amiss E. Pape  
VSB # 28672

130691  
Registration Number



03/31/21  
My Commission Expires:

By: [Signature] [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

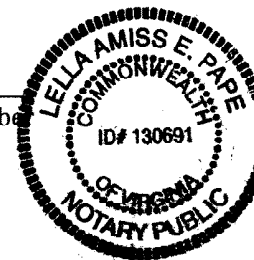
I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Donald L. Kyzar, whose name is signed to the foregoing Revised, And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of FEB, 2019.

[Signature]  
Notary Public

Lella Amiss E. Pape  
VSB # 28672

130691  
Registration Number



03/31/21  
My Commission Expires:



**SCHEDULE OF EXHIBITS**

- Exhibit "A" Tax Map Numbers
- Exhibit "B" Inspectors Record
- Exhibit "C" President's Certification/ Secretary Certification

24  
25  
28

By: *[Signature]* [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that *Allen J. Lenz*, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the *21st* day of *FEB*, 20*19*, has acknowledged the same before me in my county aforesaid.

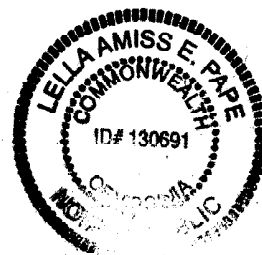
Given under my hand this *21st* day of *FEB*, 20*19*.

*[Signature]*  
Notary Public

*Lella Amiss E. Pape*  
Printed Name  
**VSB # 28672**

*13069*  
Registration Number

*03/31/21*  
My Commission Expires:



By: \_\_\_\_\_ [SEAL]

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the *21st* day of *FEB*, 20*19*, has acknowledged the same before me in my county aforesaid.

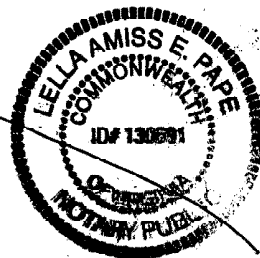
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
My Commission Expires:



*25*  
*24*

**EXHIBIT A  
TAX MAP NUMBERS**

0172 232A0015
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0172 232A0046
0172 32A0047
0172 232A0048

**EXHIBIT A  
TAX MAP NUMBERS**

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0172 232A0013
0172 232A0014
0172 262A0021C
0172 262A0022B
0172 262B0001B
0172 262B0002C
0172 262B0011B
0172 262B0012C
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0172 262B0022C

Exhibit B

**MOORINGS CLUSTER ASSOCIATION  
BALLOT  
FOR  
PROPOSED BY-LAWS AMENDMENTS**

**TABULATION SHEET**

**ISSUE 1:** Bylaw Amendment Section 1 to XIV:

<b>ISSUE 1:</b>	I/We hereby approve the Amendment to the By-Laws, Articles I through XIV	I/We hereby disapprove the Amendment to the By-Laws, Articles I through XIV.
ISSUE 1:	✓	
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ISSUE 1:	✓	
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ISSUE 1:	✓	
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TOTALS		

I/We hereby certify the Proposed Amendment to the **By-Laws, Articles I through XIV**

**WAS APPROVED BY THE MEMBERS** (29/0)

**WAS NOT APPROVED BY THE MEMBERS**

Inspector of the Vote:

Susan Betke (SEAL)  
Print Name Susan Betke  
Date: 2/21/19

Inspector of the Vote:

Michael P. Hayward (SEAL)  
Print Name Michael Hayward  
Date: 2-21-19

2129

BK 25677 1281

**EXHIBIT B**

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

**SEE ATTACHED PAGES 27 TO 55**

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1654 WATERS EDGE LANE

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:



Signature

1654 WATERS EDGE LANE

Unit/Lot/Parcel address:

N/A

Alternate Address (if applicable)



**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1602 Waters Edge Lane  
Reston VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Louane O'Leary 12-21-19  
Signature  
1602 Waters Edge Lane Reston VA  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

\_\_\_\_\_

2832

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1684 Moorings Drive  
Reston, VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Dan Nagy / Kevin Carrell  
Signature \_\_\_\_\_

Unit/Lot/Parcel address:  
1684 Moorings Drive Reston, VA 20190  
Alternate Address (if applicable)

2833

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1696 Moorings Dr  
Reston, VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER: Donald C. Kyra

Donald C. Kyra

Signature

1696 Moorings Dr., Reston, VA 20190

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

3034

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1688 Moorings Dr  
Reston VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER: Eveline B. Marquardt

Eveline B. Marquardt,

Signature 1688 Moorings Dr.

Unit/Lot/Parcel address: Reston VA 20190

Alternate Address (if applicable)  
\_\_\_\_\_

3X 25

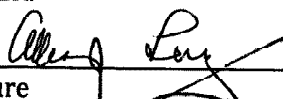
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

  
\_\_\_\_\_  
Signature

1666 WATER'S EDGE LANE  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

\_\_\_\_\_

3236

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1652 Waters Edge Lane

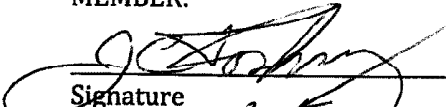
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

  
\_\_\_\_\_  
Signature  
1652 Waters Edge Lane  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

35 37

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 11036 Waters Edge Lane

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

KAREN MARSTON , ROBERT MARSTON  
Signature Kmmarst

Unit/Lot/Parcel address:  
11036 Waters Edge Lane - RESTON, VA 20190  
Alternate Address (if applicable)

3A 38

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1628 Waters Edge Ln

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Jay Bercher  
Signature \_\_\_\_\_

Unit/Lot/Parcel address: \_\_\_\_\_

1628 Waters Edge Ln, Reston VA 20190  
Alternate Address (if applicable)

n/a

3539



**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1620 Waters Edge Lane

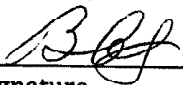
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

 / Beth Allgair  
Signature

1620 Waters Edge Lane  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

3640

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1624 Waters Edge Lane

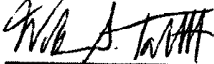
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:



Signature 1624 Water Edge Lane

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

3741

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1640 Waters Edge Lane  
Reston, VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Charles Hagan  
Signature  
1640 Waters Edge Ln. Reston VA 20190  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)  
\_\_\_\_\_

38 42

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1606 Waters Edge Lane  
Reston, VA, 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Carol Ann Brose /  
Signature  
1606 Waters Edge Lane  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

29 43

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1632 WATERS EDGE LN.

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Robert EURICH /

Signature

Robert Eurich

Unit/Lot/Parcel address:

1632 WATERS EDGE LN

Alternate Address (if applicable)

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) \_\_\_\_\_

1682 Moorings Drive  
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

[Handwritten Signature]  
\_\_\_\_\_

Signature 1682 Moorings Drive

Unit/Lot/Parcel address: \_\_\_\_\_

\_\_\_\_\_  
Alternate Address (if applicable)

\_\_\_\_\_

41 45

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1604 Waters Edge Ln  
Reston, VA 20190

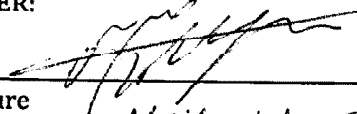
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

  
\_\_\_\_\_  
Signature 1604 Waters Edge Ln

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)  
\_\_\_\_\_

42 46

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1674 WATER'S EDGE LANE

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER

Signature

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

4347



**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1610 Waters Edge Ln  
Reston, VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting held on February 21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Joel P. Roanpton  
Signature

1610 Waters Edge Lane  
Unit/Lot/Parcel address:

Reston, VA 20190  
Alternate Address (if applicable)

44 48

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1670 MOORINGS DR  
RESTON, VA 20190

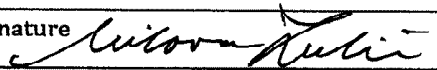
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated DEC., 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

MILAVAN LUKIC , ILONKA SARIC - LUKIC  
Signature 

Unit/Lot/Parcel address:  
1670 MOORINGS DR, RESTON  
Alternate Address (if applicable):  
\_\_\_\_\_

4549

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) SATM A HWY 7

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated FEBRUARY 21, 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

[Signature] , 1/11/19  
Signature

Unit/Lot/Parcel address:  
1680 Thomas Lane, Reston, VA 20190

Alternate Address (if applicable)

46 50

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1686 Moorings Drive

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated February 21, 2018. 2019 *ECOT*

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Perk W. Lundberg Ttee 1

Signature  
1686 Moorings Drive

Unit/Lot/Parcel address:  
Reston VA

Alternate Address (if applicable)  
\_\_\_\_\_

4751

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1622 Waters Edge Lane

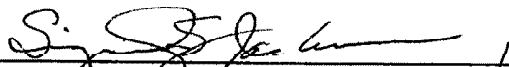
\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated 2-21-19, 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:



Signature

1622 Waters Edge Lane

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

4852

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1608 Waters Edge Lane

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated 2-21, 2019.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Jacq H. Friedman, 1-14-2019

Signature 1608 Waters Edge Lane

Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

4853

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1642

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated \_\_\_\_\_, 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

DAVID A. RICKERT /

Signature

David A. Rickert

Unit/Lot/Parcel address:

1642 WATERS EDGE LN

Alternate Address (if applicable)

5054

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel  
address(es) 1692 MOORINGS DRIVE  
RESTON VA 20190

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated JANUARY 12, 2019, 2018-JD

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER: FREDERICK J. SCHROEDER

Frederick J. Schroeder  
\_\_\_\_\_  
Signature

Unit/Lot/Parcel address:  
1692 MOORINGS DRIVE  
RESTON VA 20190

Alternate Address (if applicable)  
N/A

5155



**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1630 Waters Edge Lane

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated \_\_\_\_\_, 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Kimberly Rick  
Signature

Unit/Lot/Parcel address:

Alternate Address (if applicable)

52 56

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1646 Waters Edge Lane

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated \_\_\_\_\_, 2018.

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Cynthia Aguirre, Phillip T. Gurdala  
Signature

1646 Waters Edge Lane  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

5357

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1658 Waters Edge Ln  
Reston VA

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated Feb 21, 2018. 2019

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

Laura J. Corkey / LAURA J. CORKEY  
Signature

1658 Waters Edge Ln  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

5A 58

**\*\*Recordation Page\*\***

**RATIFICATION OF AMENDMENT TO THE BY-LAWS**

The undersigned is the owner of Unit/Lot/Parcel address(es) 1664 WATERS EDGE LN

\_\_\_\_\_ which is part of the **MOORINGS CLUSTER ASSOCIATION**, located in Reston, Fairfax County, Virginia, which was established by Deed of Resubdivision and Rededication and Easement Agreement recorded on May 25, 1971 in Deed Book 3437 at Page No. 465 among the land records of the County of Fairfax, Virginia; and whereas the By-Laws were adopted as part of the corporate formation of the Association and the members desire that the By-Laws be admitted to each owners title in County Land Records; and

The undersigned consents to amending the By-Laws of Moorings Cluster Association by its replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**, as indicated in the attachment to the Board's Notice of Special Meeting dated Feb 21, ~~2018~~ 2019

The undersigned executes this Ratification to evidence his/her consent to and ratification of said Amendment for the purpose of amending the current By-Laws by their replacement with the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION**;

NOW, THEREFORE, the undersigned hereby does fully agree to ratify and confirm the **REVISED AND RESTATED BY-LAWS OF MOORINGS CLUSTER ASSOCIATION** and consents to recording and filing thereof as hereby ratified.

MEMBER:

[Signature], EVAN JACOBSON  
Signature

1664 WATERS EDGE LN  
Unit/Lot/Parcel address:

\_\_\_\_\_  
Alternate Address (if applicable)

5859

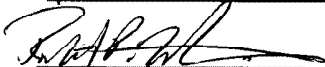
Exhibit C

**CERTIFICATION**

I, the undersigned, do hereby certify:

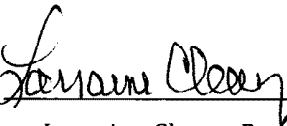
That I am the duly elected and acting secretary of Moorings Cluster Association, a Virginia non-stock corporation, and;

That the foregoing By-Laws constitute the Revised and Restated By-laws of said Association, as duly adopted at a meeting of the Board of Directors pursuant to the Bylaws on 12/18/18 by resolution, and by an affirmative vote of at least fifty-one (51%) of the members in good standing voting at the Special Meeting of the Association called and held on Feb 21<sup>st</sup>, 2019.

  
Secretary, Acting

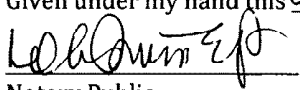
**President's Certification**

IN WITNESS WHEREOF, the President, Lorraine Cleary, has caused this Revised and Restated By-Laws to be executed on behalf of Moorings Cluster Association, and asserts that these amendments were adopted by an affirmative vote in favor by fifty-one (51%) percent of the members voting at the Special Meeting of the Association and held on FEB 21<sup>st</sup>, 2019. I certify to these facts this 21<sup>st</sup> day of FEB, 2019.

By  [SEAL]  
Lorraine Cleary, President

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Lorraine Cleary, President, whose name is signed to the foregoing Revised And Restated By-Laws of Moorings Cluster Association bearing the date of the 21<sup>st</sup> day of FEB, 2019, has acknowledged the same before me in my county aforesaid.

Given under my hand this 21<sup>st</sup> day of FEB, 2019.  
  
Notary Public      Lella Amiss E. Pape      130691  
Printed Name      VSB # 28672      Registration Number

3/31/21  
My Commission Expires:



76  
56 60