BYLAWS

OF

SUMMER'S GROVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location of Principal Office

The name of the corporation is **Summer's Grove Homeowners Association, Inc.**, a Virginia non-stock corporation, hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5350 Shawnee Road, Suite 310, Alexandria, Virginia 22312, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Summer's Grove Homeowners Association Inc., a non-stock, non-profit Virginia corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners including any streets and roadways not dedicated to the State of Virginia.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Summer's Grove Associates, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for the City of Alexandria, Virginia, including amendments and supplements thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgagee," as used herein, shall mean a holder of a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed or trust of any beneficiary thereof.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented.

Section 5. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B Members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary that the effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article III for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of a minimum of three (3) natural persons who shall be initially designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association after Class B membership terminates. Commencing with the first annual meeting of the Association after Class B membership terminates, the Board of Directors shall consist of between three (3) and seven (7) members who shall be elected by the Members of the Association. The number of directors shall be decided by a vote of the Members.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one (1) Director for a term of three (3) years, one (1) Director for a term of two (2) years, and the remaining Director(s) for a term of one (1) year; and at each annual meeting thereafter, the Members shall elect a Director to each vacancy for a term of three (3) years.

Section 3. Removal. After the first annual meeting of the Members after Class B memberships terminates, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Prior to the termination of Class B membership any Director may be removed from the Board, with or without cause, by the Declarant. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors and such approval is filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and its shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in this Article VI for notice to the Members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all the meetings of the Board of Directors upon request made in writing to the Secretary.

Section 5. Fidelity Bonds. The Board of Directors may require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area (except any streets or roadways) of a Member during any period in which such Member will be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws.

Section 3. Management Agent.

(a) The Board of Directors may but shall not be required to employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) day's written notice thereof to the other party and without cause upon ninety (90) days' written notice to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

(b) If a management agent is employed, the Association cannot then undertake self-management without the prior written consent of the Veterans Administration, Federal Housing Administration, FNMA or FHLMC should any of those agencies insure or guarantee a mortgage on any lot and provided that their regulations prohibit such self-management.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 4 of this Article VIII.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses,

including counsel fees, reasonably incurred by, or imposed upon, an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE X

Committees

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars ($1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the Common Area and facilities or any portion thereof; and

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(c) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article XI be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article XI shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII

Casualty Damage -- Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In event of damage or destruction to the Common Area by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Area with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Common Area for purposes other than the repair, replacement or reconstruction of the Common Area without the prior written consent and approval of the holders of all first mortgages of record on the Lots.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Area caused by fire or other casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement and reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XIII

Books and Records -- Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records of the City of Alexandria, Virginia. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Secretary/Treasurer or in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area, services required or provided with respect to the same and

any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association (pursuant to the Virginia Property Owners Association Act) shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws 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 XIV

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be assessed a late fee and bear interest from the date of delinquency at the rate of interest of ten percent (10%) per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his Lot, and interest, costs, and reasonable attorneys' 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.

ARTICLE XV

Corporate Seal

The Association may have a seal in circular form having within its circumference the words: Summer's Grove Homeowners Association Inc., a Virginia corporation.

ARTICLE XVI

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration ("FHA") or Veterans Administration ("VA") shall have the right to veto any material amendments while there is Class B membership but only if any Lot is encumbered by a deed of trust guaranteed by FHA or VA.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

Interpretation -- Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc.. Whenever in the Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we being all of the initial Directors of Summer's Grove Homeowners Association Inc., have hereunto set our hands this 16th day of September, 19 96.

WITNESS:

John E. Cowles, Director

Thomas P. Davis, Director

Jack T. Dorsey, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Summer's Grove Homeowners Association Inc., a Virginia non-stock, non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 16th day of September, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of September, 1996.

Secretary

(CORPORATE SEAL)

INFORMATION BROCHURE

Summer's Grove Homeowners Association, Inc., is a nonstock, nonprofit, Virginia Corporation which is managed like any other corporation in Virginia. The purpose of the corporation is to control the management of the common areas and facilities on the property that are available for the use and enjoyment of all the members.

1. Management of the Association.

When you purchase a home in Summer's Grove, you automatically become a member of Summer's Grove Homeowners Association, Inc., giving you the right to vote in the election of the Board of Directors. The Board of Directors will then elect the officers, who will oversee the day-to-day functions of the Association.

During the early development of the project, the corporate charter gives the Declarant three votes for each lot it owns, while each member gets one vote for each lot owned. The purpose of this is to give Declarant control over the Association for the period during which the Declarant has the responsibility for the construction and success of the project. Each homeowner is a Class A voter, while the Declarant is a Class B voter.

2. Rights of the Association.

The Association has certain rights which are outlined in the Declaration of Covenants, Conditions and Restrictions. These rights includes:

a) The right to establish rules and regulations for the use of common areas and facilities;

b) The right to charge a fee for the use of recreational facilities, if any;

c) The right to merge with a similar nonstock, nonprofit corporation upon a vote of two-thirds (2/3) of both the Class A and Class B members;

d) The right to annex additional land upon a vote of two-thirds (2/3) of both the Class A and Class B members.

In addition, the Association may be dissolved by a written consent of two-thirds of each class of membership. If there is a dissolution, the Association may dedicate its common property to the City of Alexandria or to another nonprofit Association.

3. Common Expense Assessments.

The common areas and facilities of the Association include the open spaces and green areas of the property, including private streets and recreational facilities. The Association has the responsibility of keeping these areas in a clean, orderly, and good condition. In addition the Association is responsible for maintaining the front and side yards of the Lots.

In order to cover the expenses for the maintenance of these areas as well as the administration of the Association, each lot is equally assessed the Association. The initial assessment is $ 45.00 per month. At closing a working capital contribution of two months of the annual assessment will be collected from each purchaser.

In the future, the assessments may be raised by an amount no greater than ten percent (10%) of the assessment for the previous year plus the amount by which the ad valorem real estate taxes and casualty and other insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year. Any increases in excess of these amounts can only be implemented after a vote of approval by two-thirds (2/3) of each class of the then members of the Association.

Unpaid assessments against individual lots become liens very much like taxes. The assessment is also a personal debt and legal action can be brought against a lot owner by the Association to collect delinquent assessments.

There are no extra fees contemplated at this time for use of any of the Association's facilities by the homeowners. In the future, however, the Association could vote to charge a fee for use of its facilities.

4. Architectural Control.

The Association through its Architectural Review Board will be concerned with maintaining the attractiveness of this community, not only for the enjoyment of its members, but also to protect their investment and maintenance of a high resale value for each home.

Each homeowner must apply to the Review Board if he desires to make any structural changes to the exterior of his home. In addition, if an owner allows the exterior to fall into a state of disrepair, adversely affecting the attractiveness of the neighborhood, the Association may make repairs and add the cost of them to the homeowner's assessment.

5. Storm Water Runoff

Attached is a brochure from the City of Alexandria describing the stormwater filter which is installed at Summer's Grove. The brochure identifies ways each homeowner can help hold down water pollution and costs to the Association.

6. In General.

The foregoing information is supplied to you in informal fashion to give you a general idea of your rights and responsibilities as a homeowner in this community. At settlement you will be furnished with a complete copy of the Declaration of Covenants, Conditions and Restrictions and other applicable documents pertaining to the Association.

SUMMER'S GROVE HOMEOWNER'S ASSOCIATION

PROTECTING OUR STORMWATER FILTER

Our development features a state-of-the-art filter to protect the health of Virginia's streams and the Chesapeake Bay from pollutants in our stormwater runoff. This brochure is provided to every homeowner in the development to explain the filter and your role in protecting its effectiveness and our environment.

WHY DO WE HAVE A STORMWATER FILTER?

Scientific studies have shown that stormwater runoff from urban areas contains significant amounts of pollutants such as nitrogen, phosphorous, bacteria, heavy metals, pesticides, sediment, and other organic material. The amount of stormwater pollutants reaching our streams may exceed that which comes from concentrated sources such as sewage treatment plants and industrial discharges.

Monitoring studies in Alexandria indicate that much of the nitrogen and phosphorous in our runoff--which are at or slightly greater than national averages--come from atmospheric deposition. Nitrogen is believed to originate from automobile exhausts from our streets and freeways and from stack gasses from power plants to the west. Phosphorous arrives as small particles blown in from agricultural uses.

Other significant phosphorous sources are the over fertilizing of lawns and landscaped areas and the dumping of grass clippings and leaves into storm inlets. Zinc and cadmium are entrapped in the rubber of automobile tires, from which they are deposited on our streets. Particles of copper wear off car brakes and end up on the pavements. Oils and greases which leak from vehicles wash off the streets and into our streams. Even worse, some uncaring individuals dump trash, motor oils or other hazardous wastes into storm inlets which are piped directly into our streams.

The overall effect of pollution on our seas, bays, and tributary streams can be devastating. Nutrients such as phosphorous and nitrogen contribute to algae blooms, which block sunlight, leading to the loss of underwater grasses--the natural habitat for fin and shell fish. Natural decay of the algae blooms further robs the water of dissolved oxygen, creating zones in which aquatic life cannot be sustained. A large portion of the lower Potomac River is stressed in this manner, as are areas of the main stem of the Chesapeake Bay.

Anyone who has seen the results of oil spills such as the Exxon Valdez tanker disaster should be able to visualize the effects of oils on fish and bird habitats. Heavy metals can end up in the aquatic food chain, eventually reaching commercial fin and shell fish. Even simple trash, such as plastic beverage six-pack rings, can result in the slow and painful death of birds and other creatures.

The Chesapeake Bay is a national treasure. The largest of America's 850 estuaries, the Bay has a drainage basin of over 64,000 square miles in six states and the District of Columbia. Declining water quality in the Bay has threatened the more than 290 species of fish, 2,700 plant species, and myriad bird populations of the area.

In 1983, disturbed by the rapidly deterioration of the Bay, the governments of Virginia, Maryland, Pennsylvania and the District of Columbia joined the U.S. Environmental Protection Agency in a cooperative effort to improve the condition of the Bay. The 1987 Chesapeake Bay Agreement further established a goal of reducing the flow of nitrogen and phosphorous into the Bay by 2000 by 40 percent below 1985 levels.

The 1988 Virginia Chesapeake Bay Preservation Act supports the Chesapeake Bay Agreement by establishing undeveloped buffers around the State's streams and wetlands and by establishing water quality performance standards which apply to development activity. The overall amount of pollutants in stormwater runoff from a site may not be increased by development. When an existing developed site is redeveloped, pollutants in stormwater runoff must be decreased at least 10 percent. These standards are incorporated in the Chesapeake Bay Preservation section of the Alexandria Zoning Ordinance (Article 13).

Since the volume of stormwater runoff from a site increases with the construction of impervious surfaces such as streets, roofs, sidewalks, and patios, a treatment process (sometimes referred to as Best Management Practices) is usually necessary to reduce the concentration of pollutants. Our filter was constructed to comply with these requirements.

HOW DOES THE DESIGN OF OUR DEVELOPMENT CONTRIBUTE TO IMPROVED STORMWATER RUNOFF QUALITY?

The stormwater system of our development was designed to employ a three-component approach to prevent any adverse effects on water quality in the streams into which it flows and, ultimately, to the Chesapeake Bay.

The first component is Pollution Prevention – keeping pollution from ever entering the stormwater runoff. This least expensive component depends upon our residents and their guests practicing good stewardship of their properties and our common areas. **You must be a key player!** The types of pollution we are addressing here are sometimes referred to as **Pointless Personal Pollution.** This brochure was prepared to assist our Association and its residents minimize such impacts on water quality.

While Pollution Prevention is an essential first line of defense against stormwater pollution, we must still address the increase in **unpreventable** runoff pollution from atmospheric deposition and other sources caused by the construction of our homes, streets, sidewalks, and other paved areas. This is the purpose of our stormwater filter, which treats the most polluted runoff which our development produces. How the filter functions is described below.

The third component is our stormwater collection system. Grate inlets were purposely used in its design to exclude most trash, leaves, etc., from entering our pipes and stopping up our stormwater filter.**This feature requires that residents keep trash, leaves, and other debris cleaned from the grates adjacent to their properties to prevent street flooding.**

A flow splitter is included in our system to direct the most polluted runoff (the first 1/2 inch) to the filter. When larger storms occur, the extra water is bypassed to the City storm sewers.

REMEMBER, OUR ENVIRONMENT AND PROTECTION OF OUR STORMWATER FILTER BEGINS WITH YOUR YARD.

Drop-Off Recycling Center Locations:

3540 Wheeler Ave.

1600 Leslie Ave.

One S. Whiting St.

2500 N. Beauregard St.

Jones Point Park (End of S. Royal St.)

Service Stations in Alexandria Accepting Used Motor Oil and Antifreeze for Recycling (please call to confirm that materials will be accepted before going to station):

Ross Fleet Chevron
834 N. Washington St.
683-0015

Texaco Auto City
1066 W. Glebe Rd.
684-8877

Shirley Duke Texaco
4670 Duke Street
751-4770
(Antifreeze, too)

Old Town Mobile
1001 S. Washington St.
549-8533

Landmark Towers Mobile
190 S. Whiting St.
751-9499
(Antifreeze, too)

Huhn's Exxon Service Center
Oronoco & Henry sts.
683-0794

Foxchase Exxon Service Center
4657 Duke St.
(Antifreeze, too)

Fairlington Sunoco
1639 N. Quaker Lane
998-9091

Kelly's Exxon
501 S. Washington St.
549-6631
(Antifreeze, too)

Landmark Mobile
5412 Duke Street
212-0608

Seminary Plaza Exxon
4550 Kenmore Ave.
370-5355

HOW DOES OUR BIORETENTION FILTER WORK?

As shown on the sketch below, a bioretention system is a shallow infiltration basin in which stormwater runoff is treated. Bioretention areas replicate the ecosystem of an upland forest floor through the use of specific shrubs, trees, ground covers, mulches and deep, rich soils to remove pollutants in runoff.

There are six major components to the bioretention area: 1) the grass buffer strip; 2) the ponding area; 3) the planting soil; 4) the sand bed; 5) the organic layer; and 6) the plant material. All are critical to the proper functioning of the BMP.

The **grass buffer strip** filters particles from the runoff and reduces its velocity. The **sand bed** further slows the velocity of the runoff, spreads the runoff over the basin, filters part of the water, provides for drainage and aeration of the planting soil and enhances exfiltration from the basin. The **ponding area** functions as storage of runoff awaiting treatment and as a presettling basin for particulates that have not been filtered out by the grass buffer. The **organic or mulch layer** acts as a filter for pollutants in the runoff, protects the soil from eroding , and provides an environment for microorganisms to degrade petroleum-based solvents and other pollutants. The **planting soil layer** nurtures the plants with stored water and nutrients. Clay particles in the soil adsorb heavy metals, nutrients, hydrocarbons, and other pollutants. The **plant species** (trees, shrubs, flowering plants, etc.) are selected based on their documented ability to cycle and assimilate nutrients, pollutants, and metals through the interactions among plants, soil, and the organic layer. By replicating a diverse forest community, susceptibilities to insect and disease infestation are avoided, and evapotranspiration is enhanced.

As an infiltration BMP, the maximum ponding depth of a bioretention area is restricted to six inches to hold maximum ponding time to four days to preclude development of anaerobic conditions in the planting soil (which will kill the plants) and to prevent the breeding of mosquitoes and other undesirable insects in the ponded water.

Infiltration bioretention is not be feasible in most of Alexandria because of the proximity of building foundations or because soils are not conducive to exfiltration from the basin. **Bioretention Filters** were developed for use in such circumstances. A bioretention filter is essentially the classic bioretention basin with a gravel and perforated pipe underdrain system which drains to the storm sewer. These positive drainage features allow an increase in maximum ponding depth to 12 inches, with a corresponding decrease in overall BMP area. When used in areas underlain by marine clays or in close proximity to building foundations, the entire basin must be provided with a dense clay or geomembrane liner. When the filter concept must be used simply because of low percolation rates of the soil, the liner may be omitted.

WHAT ARE THE RESPONSIBILITIES OF THE HOMEOWNERS AND THE HOMEOWNERS' ASSOCIATION? (Bioretention Filter Version)

The stormwater bioretention filter is owned by the Homeowners' Association and therefore all of the property owners in common. Before construction of our development, the developer executed a formal Maintenance/Monitoring agreement with the City which passed to the Homeowners' Association upon its activation. The agreement obligates the Association to maintain the filter at its expense in accordance with City standards. Trash and grass clippings must be cleaned from the basin on a regular basis. Leaves must be raked out and disposed of in the fall.

At least once a year, the acidity (pH) of the organic layer must be tested and limestone must be applied as necessary to correct excess acidity. About once a month, the basin must be inspected for erosion of the mulch layer or upper soil and replacement materials must be installed. The mulch layer must be replaced every few years. During periods of drought, the trees, shrubs, and other plants must be watered regularly to keep them in a healthy condition (however, fertilization is neither desired or necessary). After several years, collector pipes

may have to be cleaned to remove any roots which have reached that level.

The agreement also provides for twice yearly joint inspections by the Association and a City inspector to determine required maintenance. If identified maintenance items are not accomplished within time frames established during the inspection, the City has the right to accomplish the work with City forces or contractors and bill the Association for the costs. **If the bill is not paid within the specified time, the unpaid bill may become a tax lien against all properties within the development, with the ensuing legal encumbrances upon their use and sale.**

Taking care of our bioretention filter not only is good for the environment. **It also cuts down on the costs to the Association and limits our individual potential liability!**

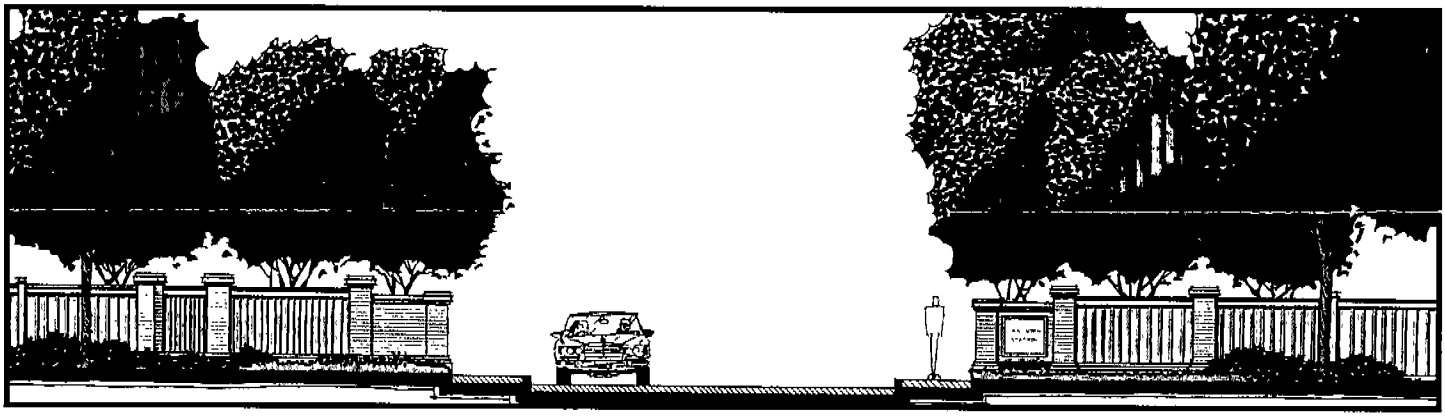
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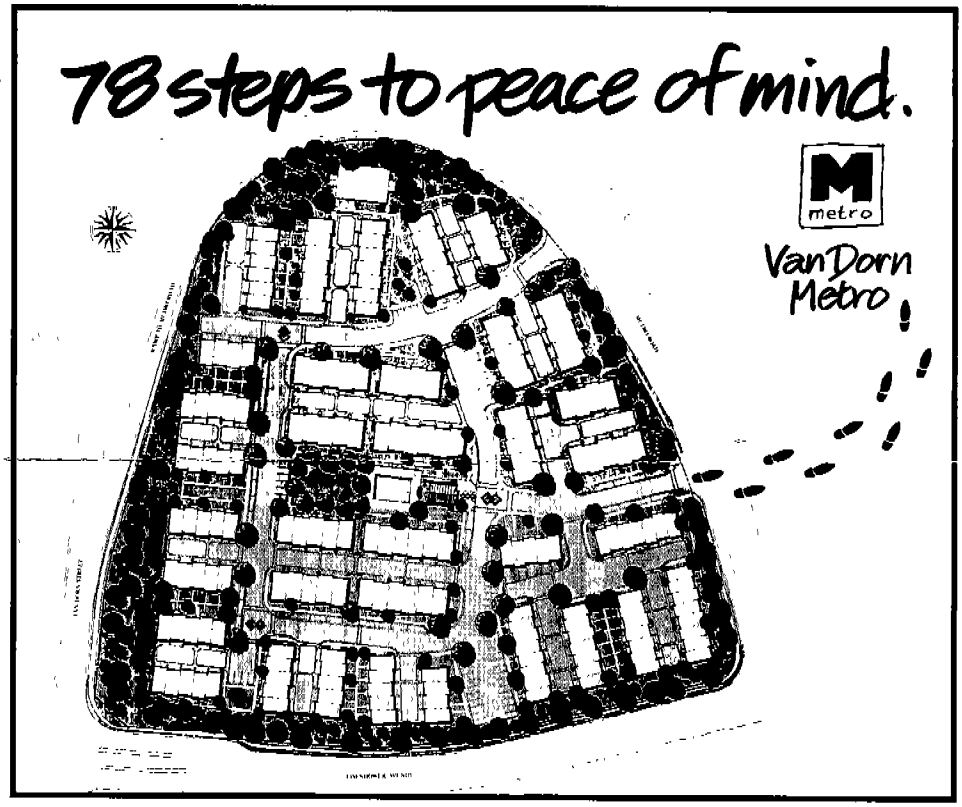
SUMMER TIMES

Elegance in Alexandria

Private Gated Enclave Opening With Huge Savings

You're right next door to the Metro and inside the Beltway. The gatehouse entry to Summers Grove delivers you to world of great living. Quaint features include handsome monumentation and fencing, street furniture, pavers and beautiful landscaping. The centerpiece of Summers Grove will be the intimate pool and clubhouse, a special place to enjoy after an easy commute home from work.





Our logo says a lot about the community. Traditional styling compliments the visual and historical imagery of Old Town Alexandria. The gatehouse welcomes you to the privacy of Summers Grove, an enclave of elegance in the city of Alexandria.

SUMMERS GROVE

An enclave of elegance in the heart of Alexandria.

Directions: Beltway to Exit 3 to Left at Van Dorn Street towards Alexandria. First Right on Eisenhower Ave. immediate Left to Sales Center across from Van Dorn Metro.

Summertime And The Living Is Easy (With Special Summer Pricing)

Summer promises a cool dip at the community's cocktail pool. Fall signals the change of season and indoor activities and maybe the beginning of a workout routine. Winter guarantees hassle-free commuting during the worst weather with a walk across the street to the Metro. Spring welcomes balmy days and the greening of this beautifully landscaped community. Summers Grove is truly a community for all seasons.

"We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin."

SUMMER PREVIEW PRICI

SUMMER TIMES

SUMMER 1997 Bonanza Premier Issue

News From Summers Grove

In Alexandria, at the Van Dorn Metro

The garage townhome community of Summers Grove is literally a walk across Metro Road from the Van Dorn metro station inside the Capital Beltway. Prospects and buyers are touring the sales park and are being enticed by the variety of townhomes and incredible values offered by Courtland, Ryan and NVHomes, three of Washington's most innovative builders.

An incomparable metro/beltway location plus a townhome product selection that defies description puts Summers Grove in the townhome buying spotlight, a must-see community, especially during this preview period when prices can't be matched. Prospects and buyers have been mainly local professionals who want the convenience of the metro system for their daily commute, live close-by and love the idea of being "78 steps from the Van Dorn Metro station."

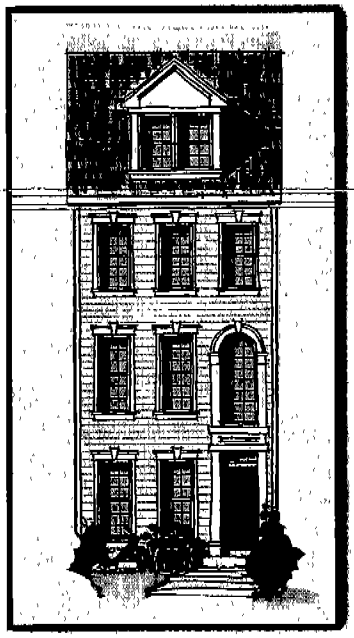
The diversity of one- and two-car garage townhomes with numerous custom options makes Summers Grove a win-win situation. Our slogan might well be: "location, location, location...product, product, product."

When you enter this gated community you will be in a beautifully landscaped setting enjoying convenience and privacy. This townhome community has definitely captured the best of both worlds.

Come In Now For Summer Preview Pricing

Three of Washington's finest builders have pooled their resources to create a dazzling array of townhomes that incorporate all the latest designs, features, and technology. Spacious and functional, these new homes feature high ceilings, custom moldings, master suites, roomy one- and two-car garages and much more.

Courtland Homes



From the $160's
Innovative 2-3 bedroom townhomes with 2 1/2 baths, finished rec room, and 1-car garage. Optional rear deck and loft.
703-823-6560

Ryan Homes

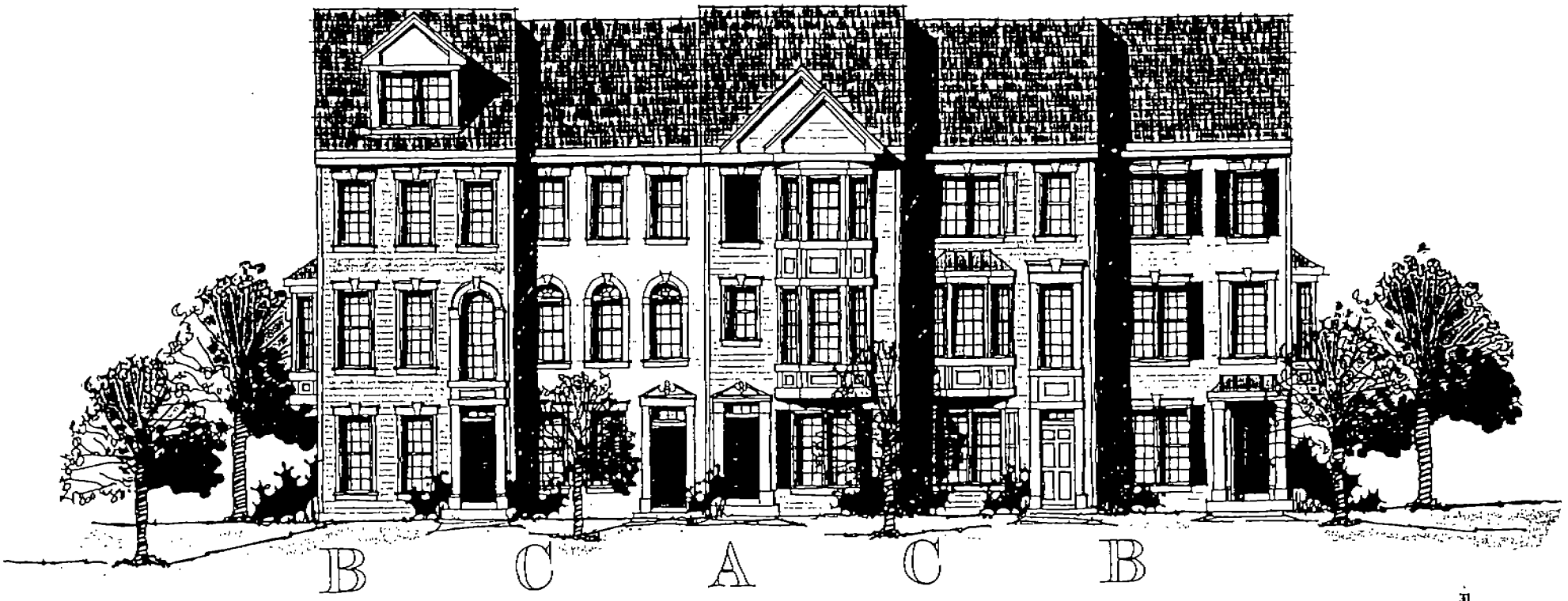


From the low $180's
Elegant 4-level townhomes with 3-4 bedrooms, 2 1/2 baths, and 2-car garage.
703-370-4091

NVHomes



From the $190's
Largest townhomes, offered with 3 finished levels, 4 bedrooms, 3 baths and 2-car rear garage.
703-823-5530



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COURTLAND HOMES

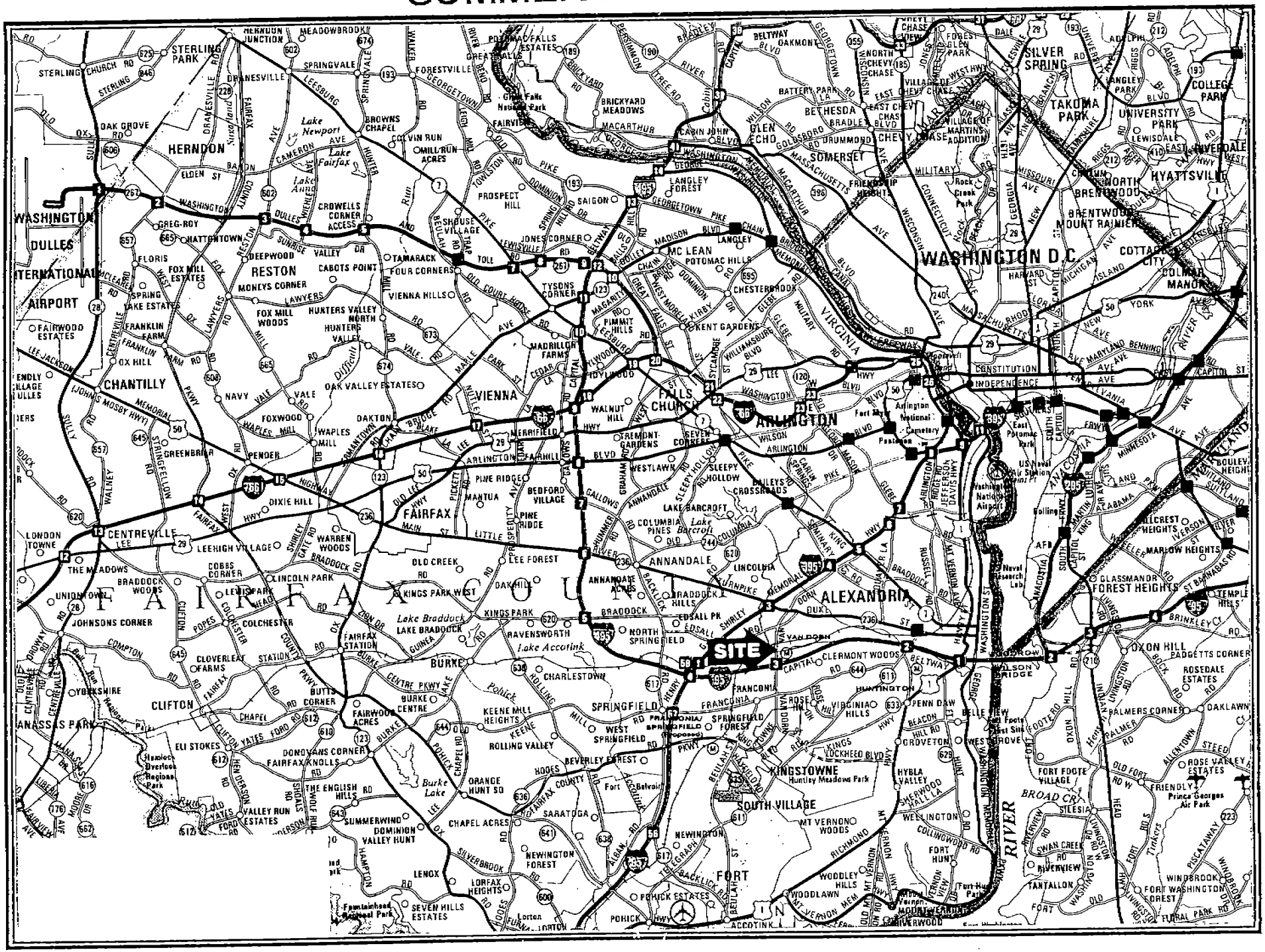
SUMMERS GROVE

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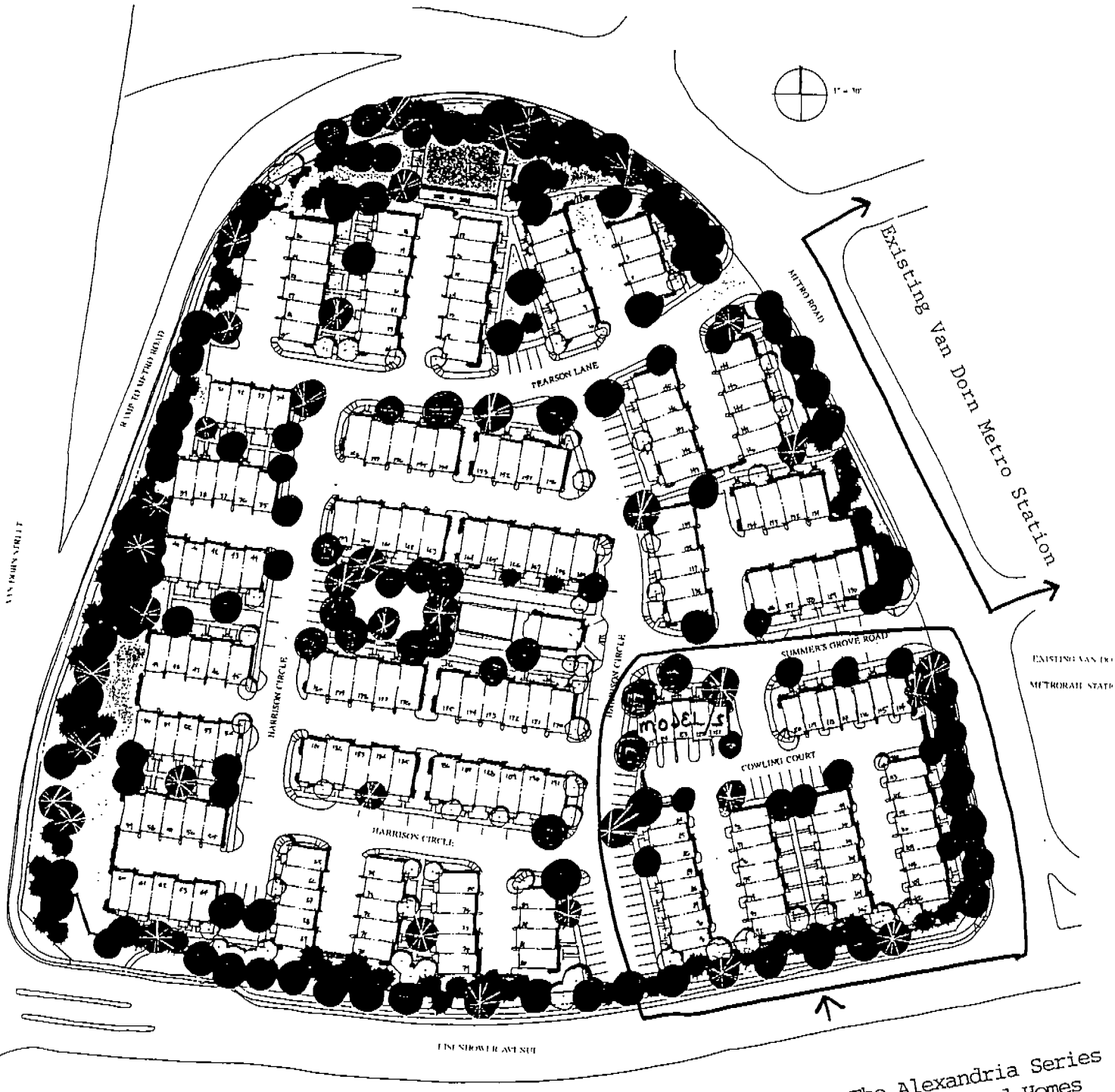
Devereaux & Associates

Elevations are artist's conceptual renderings and subject to change during construction process without notice

SUMMER'S GROVE



Location Map



The Alexandria Series
by Courtland Homes

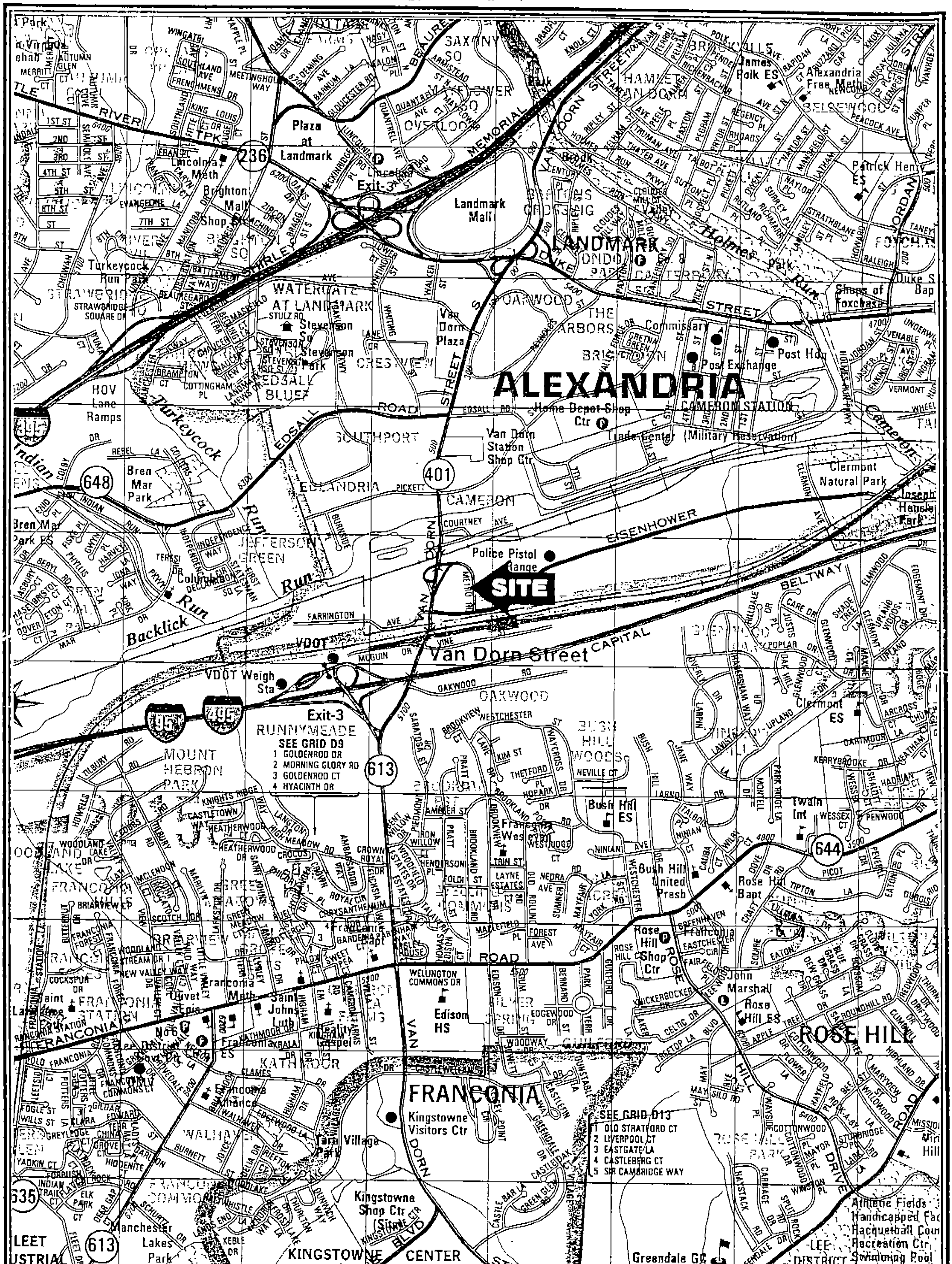
SUMMER'S GROVE

alexandria, virginia

Dewberry & Davis

Devereaux & Associates

SUMMER'S GROVE



Vicinity Map