

BYLAWS
OF
MARLBANK COVE ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

These Bylaws shall govern the corporation known as Marlbank Cove Association, Inc. (the "Association"). The Association is the property owners association for Marlbank Cove, a residential community in York County, Virginia.

The principal office of the corporation shall be located at 111 Lookout Point, York County, Virginia. Meetings of the members and directors may be held at such places within York County as may be designated by the Board of Directors of the Association.

ARTICLE II
DEFINITIONS

2.1. The Definitions applicable to these Bylaws shall be as stated in Article I of the Amended and Restated and Consolidated Declaration of Restrictive Covenants for Marlbank Cove Association, Inc. (the "Declaration"), which are incorporated herein by reference.

ARTICLE III
MEETING OF MEMBERS

3.1. Annual Meetings. The annual meeting of the members shall be held during the month of February. The Board of Directors shall determine the date, time and place of the Annual Meeting. At such meeting, the Board of Directors shall be elected in accordance with Article IV.

3.2. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the members representing at least twenty-five percent (25%) of members who are entitled to vote. If a meeting is called by any of the above actions, it shall be the duty of the President to schedule the special meeting within thirty (30) days of such request. No business shall be transacted in the meeting except that stated in the notice.

3.3. Place of Meetings. Meetings of the membership shall be held at the Association Clubhouse or any other place chosen by the Board of Directors.

3.4. 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, or their designee, at least fourteen (14) days in advance of any annual meeting but no more than sixty (60) days, and at least seven (7) days in advance of any special meeting but no more than sixty (60) days. Notice may be sent by (i) first class mail at the address last appearing on the books of the Association, or supplied by such Member for notice; (ii) hand-delivered to the Member's residence; or (iii) by electronic transmission to the address supplied and consented to by the Member. Such notice shall specify the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the 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.

3.6. Proxies. At all meetings of members, each member may vote in person or by proxy in accordance with terms set forth in §13.1-847 of the Virginia Non-Stock Corporation Act, as applicable.

3.7. Voting. When more than one member holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. No Member shall be eligible to vote who is shown on the books or management account of the Association to be more than thirty (30) days delinquent in any payment due to the Association or who is in violation of any Governing Documents. Upon payment of any delinquent sum or upon the rectification of any violation of the governing documents, that member's vote shall automatically be restored. A majority of the votes cast at such meetings shall decide any question brought before such meeting unless the question is one which by express provision of the Act, these Bylaws or the Declaration, a different vote threshold is required.

ARTICLE IV BOARD OF DIRECTORS

4.1. Number of Directors and Terms. Elections to replace Directors whose terms have expired shall be held at the annual meeting of the Association or at any special meeting held in lieu thereof. The number of Directors shall be no more than nine (9), and no less than five (5). All Directors shall be Owners. Directors shall hold office for three (3) years, unless removed prior to the expiration of that term. Directors may serve for an unlimited number of successive terms, but must stand for re-election at the expiration of each term.

4.2. Eligibility. A director must be a Member. Only one member of a household may serve on the Board at any one time. No Member may be elected to the Board or continue to serve if there is any financial obligation due the Association that is more than sixty (60) days in arrears or if there is any violation of the Governing Documents that has not been remedied in the time permitted by the Association.

4.3. Election. Directors shall be elected by the largest number of all votes cast at the Annual Meeting at which a quorum is present. Election will be by eligible Member's secret written ballot, which may be cast pursuant to Article III, Section 3.6. 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. The Board shall determine the form of all ballots and proxies, and the deadline for casting ballots and filing proxies. The results of the election shall be announced by the Secretary or his designee at the Annual Meeting.

4.4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a duly called meeting for the purpose of removing a director, at which a quorum is present. The members may elect a successor at the meeting who shall serve the remaining term of the removed director. A director whose removal has been proposed shall be given at least ten (10) days written notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

4.5. Resignation. A director may resign at any time by giving written notice to the President or Vice-President. A resignation is effective when the notice is delivered unless it specifies a later effective date. A director's resignation is automatically effective if the director becomes ineligible to serve.

4.6. Vacancies. In the event of death or resignation of a director, or if the Members fail to elect a successor at the meeting at which a director is removed, the vacancy shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board. The person so elected shall serve until the next annual meeting at which directors are elected.

4.7. 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 upon approval of the board.

4.8. Organization Meeting. The Board of Directors shall meet within ten (10) days of the Annual Meeting at a time and place determined by them to elect officers and to transact any other business that may come before the meeting.

4.9. Regular Meetings. Regular meetings of the Board of Directors shall be held at

least quarterly, at such place and hour as may be fixed by resolution of the Board. Notice of the regular meeting schedule shall constitute sufficient notice of regular meetings.

4.10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two directors after not less than two (2) days notice delivered in person, by telephone, facsimile or electronic transmission to an address provided by the director, and not less than four (4) days if notice is delivered by mail, with the time period commencing with the deposit of the notice to a United States mailbox. In the event of an emergency, the Board of Directors shall give such notice as is reasonable under the circumstances.

4.11. Open Meetings. Pursuant to Va. Code Ann. § 55-510.1, all meetings of the Board, including any subcommittee or committee meetings shall be open to all Members. The Board shall not use work sessions or other informal gatherings to circumvent the open meeting requirements required by law.

4.12. Executive Session. The Board or any subcommittee or other committee thereof may convene in executive session to consider personnel matters; consult with legal counsel; discuss and consider contracts, pending or probable litigation and matters involving violations of the Declaration or rules and regulations adopted pursuant thereto for which a Member, his family members, tenants guests or other invitees are responsible; or discuss and consider the personal liability of Members to the Association, upon the affirmative vote in an open meeting to assemble in executive session. The motion shall state specifically the purpose for the executive session. Reference to the motion and the stated purpose for the executive session shall be included in the meeting minutes. The Board shall restrict the consideration of matters during such portions of meetings to only those purposes specifically exempted and stated in the motion. The Board shall reconvene to the open meeting to vote if a vote on any matter considered in the executive session is required.

4.13. Remote Participation by Member. The Board may permit directors to participate in a regular or special meeting by telephone or video conference or similar electronic means if (i) at least two directors are physically present at the meeting place included in the notice; and (ii) the audio equipment is sufficient for any Member or director in attendance to hear what is said by any of the directors participating in the meeting who are not physically present.

4.14. Action Taken Without Meeting. In the event of an emergency or unforeseen circumstances, the Board 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 consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. Any action taken in this manner shall be recorded in the minutes of the next meeting of the Board.

4.15. Quorum. A majority of the 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. A director who is present at a Board meeting or a committee of the Board meeting when corporate action is taken is deemed to have assented to the action taken unless the director objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting specified business at the meeting; or he votes against, or abstains from, the action taken. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting. Once adjourned, no further notice of meeting is required.

4.16. Comment Period. Subject to reasonable rules adopted by the Board, the Board shall provide a designated period of time during a meeting to allow Members an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments of Members to the topics listed on the meeting agenda.

4.17. Agenda Materials. Pursuant to Va. Code Ann. § 55-510B, unless otherwise exempt as relating to an executive session, at least one copy of all agenda packets and materials furnished to the Board or subcommittee or other committee thereof for a meeting shall be made available for inspection at the Association office by the Members at the same time such documents are furnished to the Board or any subcommittee or committee thereof.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1. Powers. The Board of Directors shall have powers to:

5.1.1. Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall 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 60 days for infraction of published rules and regulations;

5.1.2. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration;

5.1.3. 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

5.1.4. Employ a “Managing Agent,” at a compensation to be established by the Board of Directors, to be governed by Article VII.

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

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

5.2.2. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

5.2.3. As more fully provided in the Declaration, to

(a) Fix the amount of the annual assessment against each Lot.

(b) Fix the amount of any special assessment against each Lot

(c) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period or in the case of a special assessment, at least forty-five (45) days prior to that assessment coming due.

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

5.2.5. Procure and maintain adequate liability and hazard insurance on property owned by the Association in accordance with Article XII;

5.2.6. Cause all officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate; and

5.2.7. Cause any property owned by the Association to be maintained.

5.2.8. Promulgate, publish and enforce such rules and regulations and such restriction and/or requirements as may be deemed proper regarding: the use and maintenance of the Common Areas, the personal conduct of Members and their guests and the Establishment of penalties for infractions of the same.

5.2.9. Manage, operate and maintain the Development and, for the benefit of the Lots and the Association.

5.2.10. Conduct an annual review of the annual financial report.

5.2.11. The Board of Directors shall maintain a reserve fund in accordance with generally accepted accounting procedures. The Board of Directors may, at its discretion, employ an outside professional to advise and recommend best practices for this reserve fund.

ARTICLE VI
OFFICERS AND THEIR DUTIES

6.1. Enumeration of Officers. The officers of this Association shall be President, who shall at all times be a member of the Board of Directors, Vice-President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.

6.2. 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 where directors are elected.

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

6.4. 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.

6.5. Resignation and Removal. Upon an affirmative vote of the majority of the Board of Directors, any officer may be removed from office with or without cause. Any officer may resign at any time given written notice to the Board, the president or the secretary. Such resignation shall 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.

6.6. Compensation. No officer shall receive compensation for any service they render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties upon approval of the Board.

6.7. 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 she or he replaces.

6.8. Duties. The duties of the officers are as follows:

6.8.1. *President.* The President shall preside at all meetings of the Members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall

sign all leases, mortgages, deeds, promissory notes, and other written instruments and shall have authority to sign all checks.

6.8.2. *Vice-President.* The Vice President shall exercise the authority of the President in the President's absence, and shall exercise and discharge such other duties as may be required by the Board.

6.8.3. *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall cause to be served or delegate service of notice of meetings of the Board and of the Members; cause to be kept appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board or by the Non-stock Corporation Act.

6.8.4 *Treasurer.* The Treasurer shall be responsible for reviewing all financial statements prepared by the Management Agent or Manager; shall coordinate with the Management Agent or Manager the opening of all accounts; shall have the authority to sign checks; coordinate the annual preparation of tax returns; and monitor the proper deposit and disbursement of funds by the Management Agent or Manager. The Treasurer shall oversee the keeping of proper books of account and shall provide such financial reports as requested by the President or the Board. The Treasurer shall have the power to delegate administrative responsibilities as necessary to fulfill the responsibilities herein.

ARTICLE VII MANAGEMENT

7.1. Management Agent. The Association may employ or contract with a professional management agent or agents duly licensed and registered as required under Virginia law (the "Management Agent") at a compensation to be established by the Board, to perform such duties and services, as the Board shall authorize.

7.2. Duties; Restrictions. The Management Agent shall perform such duties and services as directed and authorized by the Board. The Board may delegate to the Management Agent all the powers granted to the Board by the Governing Documents, except those powers and duties set forth above in Article V, Section 5.1, Section 5.2.3, 5.2.4, 5.2.8, and 5.2.10.

7.3. Management Standards. The Board may impose standards of performance and conduct on the Management Agent as it deems appropriate.

7.4. Accounts and Reports. The Management Agent shall use the following standards of performance and requirements in providing management services to the Association, unless the Board, by resolution, determines otherwise:

7.4.1. The cash basis method of accounting shall be used.

7.4.2. Two or more persons shall be responsible for handling cash to maintain adequate financial control procedures.

7.4.3. Cash accounts of the Association shall not be commingled with any other accounts.

7.4.4. No remuneration shall be accepted by the Management Agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder fees, service fees, prizes, gifts, credits, or any other type of fee or compensation, unless approved by the Board.

7.4.5. Any financial or other interest which the Management Agent may have in any firm providing goods and services to the Association shall be disclosed promptly to the Board for approval prior to any purchase or execution of a contract between the Association and the firm.

7.4.6. Financial reports shall be provided monthly to the Board.

7.4.7. A monthly Statement of Revenues and Expenses showing income, and budgeted and actual expenses, and a delinquency report showing an aging of the accounts receivables shall be prepared for the Board.

ARTICLE VIII COMMITTEES

8.1. Committees. The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose. Each committee shall be composed of and shall operate in accordance with the terms of the resolution or charter of the Board establishing the committee, any rules adopted by the Board, and in compliance with Va. Code Ann. § 13.1-869. The Board shall appoint the Chair of each committee. To be eligible to be appointed, and to continue to serve, all committee members shall not have any financial obligation due the Association that is more than sixty (60) days in arrears and shall not have any violation of the Governing Documents that has not been remedied in the time permitted by the Association. Committee members shall serve at the pleasure of the Board of Directors.

8.2. Marlbank Cove Environmental Committee (MCEC). The MCEC is a standing committee established in accordance with the provisions of the Restrictive Covenants and serves under the authority of the Board to oversee the maintenance of the Restrictive Covenants. Powers, activities and duties of the MCEC are set forth in Article IV of the Declaration.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection in accordance with Va. Code § 55-510 *et. seq.* by any Member in good standing. "Good Standing" shall mean that the Member is not delinquent by more than sixty (60) days in any financial obligation due the Association, and the Member does not have any violation of the Governing Documents that has not been remedied in the time permitted by the Association.

ARTICLE X
ASSESSMENTS

10.1. Assessments. Article VII of the Declaration sets forth an Owner's duty to pay assessments. That article is incorporated herein by reference. Each member is obligated to pay to the Association annual membership dues to fund the operation of the Association. The membership year is the normal calendar year, which is also the Association's fiscal year.

10.2. Special Assessments, As more fully provided in Article VII of the Declaration, the Association may collect Special Assessments as deemed necessary by the Board of Directors.

10.3. Nonpayment. As more fully provided by Article VII, Section 7.10, Assessments that are unpaid for a period of ten (10) days after the due date shall incur an initial late fee of five percent (5%) of the unpaid assessment. Interest shall accrue on the unpaid assessment from the due date at the rate of twelve percent (12%) per annum until paid. Upon the failure of an Owner to pay any installment when due, the Board may accelerate the remaining year's installments and declare the entire amount due and payable.

10.4 Assessment Surplus. In order to protect the right of the Association to allocate the surplus, if any, from one fiscal year to reduce the operating budget of the next fiscal year, as permitted by Federal tax regulations, each year the Board shall conduct a vote of the Members at the Annual Meeting of the Association to authorize such rollover. A majority of the Members voting, in person, by proxy, or by electronic or mailed-in ballot as permitted by the Board, shall be required to affirm the resolution, provided a quorum is present.

ARTICLE XI
AMENDMENTS

11.1. Amendment by Members. These Bylaws may be amended by the affirmative vote of a majority of the Members present, in person, by proxy, or by electronic or mailed-in ballot as permitted by the Board, at a regular or special meeting of the Members at which a quorum is present.

11.2. Amendment by the Board of Directors. These Bylaws may be amended unilaterally at any time and from time to time by the Board, with notice to the Members, (a) if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Properties; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing.

11.3. Effective Date of Amendment. Amendments to these Bylaws shall become effective on the date a copy of such amendment is sent to all Members of record, unless a later effective date is specified therein. Such notice may be sent by regular mail, electronic transmission, or hand delivery.

ARTICLE XII INSURANCE

12.1. Insurance. The Association shall obtain and maintain insurance coverage as set forth in Article XII, Section 12.2 below. In meeting this responsibility the Association shall retain a professional licensed insurance agent or other expert in the field of insurance to enable it to decide the types of insurance and limits of coverage that are necessary and appropriate.

All policies shall be written with companies licensed to do business in Virginia and holding a rating of A- or better in the Financial Category by A. M. Best Company, Inc., if available, or if not available, the most nearly equivalent rating. All policies shall be in the name of the Association and should include, as an additional insured, where appropriate, the Management Agent and the Members of the Association, but only with respect to their liability as a Member of the insured Association.

The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Premiums for all insurance shall be common expenses of the Association. The Board shall review insurance coverage annually.

12.2. Types of Policies. The Association shall obtain and maintain the following insurance:

12.2.1. A master commercial insurance policy affording fire and extended coverage in an amount to cover the full replacement value of all structures or improvements on

the Common Areas, and appropriate coverage on vehicles, equipment, and other assets of the Association. Such policy shall contain a Special Form, All Risk amendment as well as a Law and Ordinance amendment.

12.2.2. A master liability policy of a combined single limit of at least Five Million Dollars (\$5,000,000.00) Dollars covering the Association, its members, its agents, and employees.

12.2.3. A blanket fidelity bond or employee dishonesty insurance policy, in accordance with Va. Code Ann. § 55-514.2, insuring the Association against losses resulting from theft or dishonesty committed by the officers, directors or persons employed by the Association, or committed by the managing agent or employee of the managing agent. Such bond or insurance policy shall provide coverage in an amount equal to the lesser of \$1 million or the amount of the reserve balances of the Association plus one-fourth of the aggregate annual assessment income of the Association.

12.2.4. Directors' and officers' insurance to include coverage for any expenses and fees incurred by any of them in defending any suit or settling any claim, judgment, or cause of action to which any officer or director shall have been made a party by reason of his services as an officer or a director.

12.2.5. Workers Compensation Insurance necessary to satisfy the requirements of applicable laws.

12.2.6. Such other insurance policies as determined by the Board to be in the best interest of the Association.

12.3. Proviso. The Association and the Board shall not be liable for failure to obtain any insurance coverage required by this Article or for any loss or damage resulting from such failure: (i) if the failure is due to the unavailability of such coverage from reputable insurance companies; (ii) if the coverage is only available at demonstrably unreasonable costs; or (iii) if the Association's insurance professionals advise that such coverage required herein is not necessary.

12.4. Damage and Destruction.

12.4.1. Immediately after damage or destruction caused by any covered peril, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

12.4.2. Any damage or destruction to improvements in the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the Members in the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days.

12.4.3. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property shall be restored to its natural state and maintained by the Association in a neat and attractive condition as an undeveloped portion of the Common Area.

12.4.4. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are in excess of such costs, or it is determined that such damage or destruction will not be repaired in the manner described above, any unused proceeds shall be retained by the Association and placed in one of the Reserve Fund accounts of the Association.

12.4.5. If the proceeds from insurance are not sufficient to defray the cost to repair or reconstruct the damage or the destruction sustained, the Board may, without the necessity of a vote of the members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIII GENERAL

13.1. Captions. The captions of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

13.2. Gender and Grammar. THE USE OF THE MASCULINE GENDER SHALL BE DEEMED TO INCLUDE THE FEMININE GENDER, AND THE USE OF THE SINGULAR SHALL BE DEEMED TO INCLUDE THE PLURAL AND VICE VERSA WHENEVER THE CONTEXT SO REQUIRES.

13.3. Severability. Each provision of these Bylaws shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Bylaws to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of these Bylaws are declared to be

severable.

13.4. Interpretation. When any conflict occurs among the Governing Documents, the Declaration shall control, then the Articles of Incorporation, then the Bylaws, except in those cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

13.5. Complementarity of Governing Documents; Incorporation by Reference. The Governing Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the other. Any provision of any Governing Document referenced in any other Governing Document with the intent to incorporate the provisions of the Governing Document shall be deemed incorporated therein, as if set forth in full.

13.6. Compliance. All Owners or persons occupying any Lot or Dwelling Unit shall comply with the Governing Documents and Rules and Regulations pertaining to the Properties. Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members and guests.

13.7. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

13.8. Use of Technology. The Association shall have the right to avail itself of new technologies, to the extent permitted by law, now or in the future, for notice, payment, signature, voting, consents or approvals required to be obtained under the Governing Documents or the Property Owner's Association Act if such use is a generally accepted business practice and is adopted by the Board of Directors in conformance with Va. Code Ann. § 55-513.3

BYLAWS
OF
MARLBANK COVE
ASSOCIATION, INC.

Effective March 6, 2018

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