

BY-LAWS of MARLBANK RECREATION ASSOCIATION, INCORPORATED
ARTICLE I - NAME AND OBJECTIVES

Section 1. Name

The name of this non-stock corporation shall be the Marlbank Recreation Association, hereinafter, the "Association."

Section 2. Objectives

The objectives of the Association are to acquire, maintain and operate a clubhouse, swimming pool, tennis courts, boating facilities and other recreational facilities, hereinafter collectively referred to as the "Facilities," exclusively for the use of the Association, its members and their guests. Membership in the Association and use of the Facilities shall not be denied any person because of race, creed, or color.

The Association is a non-profit corporation and no part of any net earnings of the Association shall inure to any person.

ARTICLE II - MEMBERSHIP; ASSOCIATES

Section 1. Members

Membership in the Association shall be limited to the record owner or owners of property in, or residents of Marlbank Farm, which is defined as that property conveyed to Leslie R. O'Hara by deed from Irene E. Mulcahy and Florence G. Mulcahy dated April 12, 1945, recorded in York County Deed Book 61, page 353 (hereinafter this property is collectively referred to as "Marlbank Farm," although a portion of this property has since been developed under the subdivision name Marlbank Cove). A "Member" of the Association is hereby defined as any person or persons eligible for membership who has paid the Member fee required by these By-Laws, and who has been approved by the Association's Board of Directors (hereinafter the "Board"). For voting purpose, Members shall have one vote per residence owned in Marlbank Farm. If a Member sells his or her property in Marlbank Farm, the Member shall cease to be eligible to be a Member.

Section 2. Associates

Individuals or families who do not reside in Marlbank Farm and who are not eligible to become Members may become Associates of the Association upon the written recommendation of a Member, approval of the Board, and payment in advance of the required annual dues. An exception to the above restriction on residence location is made for individuals or families living in Marlbank Cove, a subset of the original Marlbank Farm Lands as defined in Section 1.

Section 3. Renter/Resident Associates

Individuals or Families who rent or lease a residence or apartment which is not covered by an active membership may apply to the Board to become Renter/Resident Associates, and upon written recommendation of a member, approval of the Board, and payment of the required annual dues, shall be Renter/Resident Associates.

Renter/Resident Associates enjoy the same use of facilities as Members, but do not have voting rights. Individuals or families that attained Renter/Resident status prior to April 18, 1994 retain all rights and privileges of Members provided by MRA By-Laws pertaining at the time of initial membership.

ARTICLE III - FEES AND DUES

Section 1. Fees

(a)The fee to become a Member shall be one thousand dollars (\$1000.00). Such fee may be paid in up to ten annual installments of at least one hundred dollars (\$100.00) each until paid in full. If paid in full in advance, the fee to become a Member shall be eight hundred dollars (\$800.00). Upon payment in full of such fee, the Member shall be issued a certificate by the President of the Association evidencing such membership.

(b)New Members who join the Association on or after January 1 of a year shall be considered to have joined in the period starting February 1 of the same year.

Section 2. Assignment

(a) If a Member ceases to be eligible as a Member because of the sale or transfer of title of the Member's property, the new owner or owners may, within two years of acquiring the property, apply to the Board for approval to transfer the membership to them. Upon payment of a transfer fee of five hundred dollars (\$500.00), and approval of the Board, the new owner or owners shall become Members. The new owner or owners shall be issued a certificate by the President of the Association evidencing such membership, if the transferor's membership was paid in full; if it was not, the new owner or owners shall be responsible for the remainder of any installment payment owed. New owner or owners retain the option of applying for membership through the more usual process of Article III, Section 1(a) above.

(b) Beginning in April 1991, any Member who fails to pay any required dues for a cumulative period of three years shall forfeit the right to transfer the Member's membership.

Section 3. Change of Residence

Any Member who moves outside, but retains ownership of property within Marlbank Farm, may upon written application and approval of the Board, assign all of the Member's rights and privileges in the Association to any person or persons occupying the Member's property in Marlbank Farm, for the period of such occupancy. During this period, the person or persons to whom the assignment is made may exercise all of the rights and privileges of a Member, except the right to assign membership, upon payment of all dues required of Members; the Member who has moved shall not be entitled to any rights or privileges of membership during this period, other than the right to transfer Membership, unless accepted as an Associate, and upon payment of the dues required of Associates.

However, should the owner/member, who has thus assigned his member's rights and privileges, reestablish himself as an owner/resident within Marlbank Farm on a separate parcel within the subdivision, he may reclaim his rights and privileges of membership from the occupant by applying in writing to the Board, with a separate copy to the occupant. The occupant from whom reclamation is made must then apply for separate membership should he/she wish to regain rights and privileges, with the fees not to exceed the transfer fee specified in Article III, section 1, paragraph (a).

Section 4. Dues

(a) All Members and Associates (including Renter/Residents) shall pay, in advance, prior to May 15 of each year, annual dues as established annually at the Annual Meeting of the Association, to support the activities of the Association and the operation, maintenance, and improvements of its Facilities.

(b) The Association may establish different categories of dues for Members, recognizing that some Members may not wish to avail themselves of certain of the Facilities. Members must notify the Association of the category of membership that they have elected prior to May 15 each year, and pay the required dues.

(c) Failure to pay dues by the date due shall result in termination of all rights and privileges in the Association.

(d) Any Member whose rights and privileges have been terminated as a result of failing to pay dues may apply to the Board for reinstatement as a Member. Such Member may be reinstated upon approval of the Board, payment of a reinstatement fee of twenty-five dollars (\$25.00), if dues were delinquent for six (6) months or less and fifty dollars (\$50.00) if delinquent for more than six (6) months and upon payment of all dues owed by the Member for the entire period of delinquency.

(e) Any Member who moves from Marlbank Farm who desires to cease membership in the Association may request the Board in writing to refund a portion of the dues paid by the Member for the year, and such refund may be made on a schedule as determined by the Board.

ARTICLE IV - RIGHTS AND PRIVILEGES

Section 1. Use of Facilities

(a) Members. Members and members of their immediate families residing in the Member's household shall be eligible to use such of the Facilities as the Member's membership status may entitle them.

(b) Associates. Associates shall be eligible to use the Association's swimming pool and such other of the Facilities as may from time to time be authorized by the Board.

(c) With the sponsorship of a Member, upon approval of the Board, and upon payment of such fees and charges as the Board may establish from time to time, the Facilities may be used for public or private functions.

(d) A summary of the rights and privileges of Members and Associates, and the rules and regulations of the Association, shall be provided by the Board to each new Member or Associate, and made available to all Members at the Annual Meeting.

ARTICLE V - SUSPENSION OR REVOCATION OF PRIVILEGES

Section 1.

The Board may deny the use of the Facilities to any person upon finding such person has violated any rule or regulation of the Association. Members and Associates shall be responsible for the actions of their family members and guests when using the Facilities.

Section 2.

Any person against whom any action under this Article is contemplated shall be notified at least five (5) days in advance of such action, and be given reasonable opportunity to be heard by the Board, except that this provision may be waived by the Board in emergency situations by unanimous consent of the Directors present at the meeting when action is taken.

Section 3.

Denial of privileges to any person for more than one week shall be only by action of at least two-thirds of the Directors present at the meeting. Any person whose privileges have been revoked permanently by the Board may file a written petition, signed by at least twenty-five (25) Members, calling for a special meeting of the Association to review the action of the Board. Notice of such meeting shall be given to the Members, along with the reason that it is being called. The decision of the Board may be modified or revoked by a majority of those present at the meeting, if a quorum is present.

Section 4.

If the privileges of any Member or Associate are permanently revoked, the Association may offer to refund a portion of the person's annual dues.

Section 5.

The Board may suspend or delegate to an appropriate committee or person the authority to suspend for periods not exceeding one week any person under the age of eighteen (18) years of age for violating the rules and regulations of the Association. Should the occasion warrant, such suspension may be immediate and without hearing.

ARTICLE VI - MEETINGS

Section 1. Fiscal Year and Annual Meeting

The Fiscal Year shall begin on January 1 and extend through the following December 31. The Annual Meeting of the Association shall be held in Yorktown, Virginia, on a date in January as scheduled by the Board.

Section 2.

Special meetings of the Association may be called at any time by the Board. The Board shall call a special meeting of the Association whenever at least ten percent (10%) of the Members so request in writing.

Section 3. Notice of Meeting

Notice of the Annual Meeting and any special meetings of the Association shall be mailed

to each Member at least five (5) days prior to such meeting at the last known address of each Member, or otherwise be delivered to the Member's by the Secretary. Notice of all special meetings shall state the purpose thereof. Attendance in person at any meeting shall be considered a waiver of notice thereof.

Section 4. Quorum

A quorum at any meeting of the Association shall consist of forty percent (40%) of the total number of Members, present either in person or by written proxy. A majority of such quorum shall decide any question that may come before the meeting, except for changes of the By-Laws, which shall require a two-thirds vote of the quorum.

Section 5. Order of Business

The order of business at the Annual Meeting and to the extent necessary at all other meetings shall be: 1. Calling of the roll. 2. Proof of due notice of meeting. 3. Reading and disposal of any unapproved minutes. 4. Annual reports and committees. 5. Election of Directors. 6. Unfinished Business. 7. New Business. 8. Adjournment.

Section 6. Annual Budget

At the Annual Meeting, the Members shall approve a budget and establish dues for the ensuing year. The budget maybe altered at any special meeting of the Association called for that purpose.

ARTICLE VII - BOARD OF DIRECTORS, OFFICERS, MEETINGS OF BOARD

Section 1. Management

The Association shall be managed by a Board of Directors ("Directors") elected by the Members. Expenditures by the Board shall be limited to the aggregate amount specified in the budget approved by the members.

Section 2. Rules and Regulations

The Board shall make reasonable rules and regulations governing use of the Facilities, the conduct of Members, Associates, their families, and their guests while on the Association's property, and prescribing penalties for any violation thereof, including suspension of the privileges of membership and expulsion.

Section 3. Election of Directors

Directors shall be elected for terms of two (2) years commencing at the beginning of the Fiscal Year, and each Director shall serve until his or her successor is elected. A slate of candidates for Directors shall be submitted by a committee appointed by the president. The maximum number of Directors shall be eleven (11). Only Members in good standing shall be eligible for election to the Board.

Section 4. Meetings

A regular meeting of the Board shall be held monthly in Yorktown, Virginia. The date of the monthly meetings shall be set by the Board each year following the Annual Meeting. Special meetings may be called at any reasonable time by the president or by a majority of the Directors. Notice of any special meeting shall be given by the secretary to all Directors. Attendance by a Director at any meeting shall be considered a waiver of notice thereof.

Section 5. Quorum

A majority of the Directors shall constitute a quorum at any meeting of the Board. A majority of such quorum shall decide any question that may come before the meeting.

Section 6. Removal and Vacancies

The Members of the Association, in a duly constituted meeting, may remove any Director and fill the vacancy created by such removal. The Board may fill any vacancy which may occur, other than by removal in the office of Director or any officer.

Section 7. Officers and Duties

The officers of the Association, who shall be called "Directors", shall be a president, vice-president, secretary, and treasurer, all of whom shall be elected by the incoming Board at a special meeting held no later than February 28 for terms of one year. Officers shall hold office for terms of one year or until their successors are elected. The offices of secretary and treasurer may be held by the same person.

(a)The president shall preside over all meetings of the Board, and perform all acts and duties usually required of an executive and presiding officer.

(b)The Vice- president in the absence or disability of the president shall preside and perform the duties of the president.

(c)The Secretary shall keep a complete record of all meetings of the Association and of the Board; serve or mail notices of all meetings and all other notices required by law and these By-Laws; sign with the president all such instruments, papers and writings that may require such signature; perform all other duties as may be properly required by the president or by the Board. Unless a member of the Virginia State Bar is so designated, then the Secretary shall be the registered agent of the Association, and shall be responsible for submitting SCC Form 118 with appropriate fees to the State Corporation Commission annually.

(d)The Treasurer shall make a full report of receipts and disbursements and all matters pertaining to the treasurer's office and at meetings of the Board; make all reports required by law; serve as custodian of all property of the Association; and have the financial records of the Association audited.

Section 8. Committees

The president, subject to approval by the Board, shall be authorized to appoint such persons or committees as may be necessary to assist in the operation of the Association.

Section 9. Employees

No Director or officer shall receive salary for his or her services as such. The Board may authorize paid employees for specific jobs.

Section 10. Standard of Care

Members of the Board shall be chargeable only with the exercise of good faith in carrying out the affairs of the Association, and shall not, in the absence of bad faith be responsible or accountable for error of judgment in managing the Association assets.

Section 11. Indemnification of Directors and Officers

Any and all Directors and former Directors of the Association (and the heirs, executors or administrators of any such Director or former Director) shall be indemnified by the Association against any costs and legal or other expenses, including costs of amounts of settlements, reasonable incurred or imposed upon them, in connection with or resulting from any claim or action whether civil or criminal, in which they or any of them are made party by reason of being or having been Directors of the Association. The right of indemnification shall apply whether or not such Director is such at the time such costs or expenses are incurred or imposed. Such right of indemnification shall not apply in relation to matters in which any such Director or former Director shall be finally adjudged in such action liable for negligence or misconduct in the performance of his or her duty as such Director.

ARTICLE VIII - SEAL

The corporate seal of the Association shall consist of two (2) concentric circles, in the outer circle of which are the words "MARLBANK RECREATION ASSOCIATION, Yorktown, Virginia" and in the center the word "SEAL."

ARTICLE IX - AMENDMENTS

Changes in the By-Laws may be made by the Members at any Annual Meeting or at any special meeting called for that purpose. By December 31, 1977, and at least every four (4) years thereafter, the president shall appoint a committee of two or more persons to review the By-Laws for the purpose of

recommending revisions, if appropriate. Proposed changes to the By -Laws shall be provided to Members at least thirty (30) days prior to the Annual Meeting or a special meeting called for the purpose of By-Laws revision.