

## APPENDIX A

### THE BYLAWS OF FAIRLINGTON MEADOWS As amended on July 10, 1975; October 23, 1979; and October 6 and 20, 1981.

#### ARTICLE I PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP

Section 1. Condominium Family Unit Ownership. The project located at Quaker Lane, South Utah Street, South Stafford Street, and 33rd, 34th, and 35th Streets South, County of Arlington, State of Virginia, known as "FAIRLINGTON MEADOWS," is submitted to the provisions of Chapter 4.1, Title 55, Code of Virginia 1950, as amended (the "Act").

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "Project" as used herein shall include the land.)

Section 3. Personal Application. All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws and to the Property Maintenance Agreement, attached as Exhibit "C" to the recorded Master Deed.

The mere acquisition or rental of any of the condominium family units (hereinafter referred to as "Family Units") of the Project or the mere act of occupancy of any of said Family Units will signify that these Bylaws and the provisions of the Property Maintenance Agreement are accepted, ratified, and will be complied with.

#### ARTICLE II VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the Family Unit or Family Units in the Master Deed.

Section 2. Majority of Co-Owners. As used in these Bylaws, the term "majority of co-owners" shall mean those co-owners holding more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of co-owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### **ARTICLE III ADMINISTRATION**

Section 1. Council Responsibilities. The co-owners of the Family Units will constitute the Council of Co-Owners (hereinafter referred to as the "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget, establishing the monthly assessment for the subsequent year and reviewing the Board of Directors' arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority in interest of the co-owners.

Section 2. Annual Meeting. Annual meetings of the Council shall be held during the month of October on a date designated by the Board of Directors. At such meetings the Council shall elect Directors in accordance with Article IV, Sections 1 and 5 of these Bylaws, and may also transact such other business as may properly come before it.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by a resolution of the Board of Directors or upon receipt of a petition signed by a majority of the co-owners.

The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the co-owners present, either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each of record at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided for in this Section to the last-known address of each co-owner shall be considered notice served.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the co-owners of Family Units shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of lender's representative, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business

**ARTICLE IV  
BOARD OF DIRECTORS**

Section 1. Number and Qualifications. The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, all of whom must be co-owners of Family Units in the Project.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the co-owners.

Section 3. Other Duties. In addition to the duties imposed by these Bylaws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Project and the common areas and facilities.
- (b) Making interim adjustments in the monthly assessments, if necessary.
- (c) Collection of monthly assessments from co-owners.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas, and facilities.

Section 4. Management of Project. Subject to the review and approval of the Council of Co-Owners, the Board of Directors shall arrange for the management of the Project pursuant to an agreement containing provisions relating to duties, operations, removal, and compensation of the Management Agent.

Section 5. Election and Term of Office. At the first meeting of the Council, the term of office of one (1) Director shall be fixed at three (3) years; the term of office of two (2) Directors shall be fixed at two (2) years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until successor is elected at the next annual meeting of the Council.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. 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 of 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 three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), 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 at least three (3) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

## **ARTICLE V OFFICERS**

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council, including but not limited to the

power to appoint committees from among the co-owners from time to time as he may in his discretion Hill decide is appropriate to assist in the conduct of the affairs of the Council. He shall control reserve trust funds as trustee as provided for in the Property Maintenance Agreement.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping mil and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys received by the Council and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors. He shall control reserve trust funds as trustee as provided for in the Property Maintenance Agreement.

## **ARTICLE VI OBLIGATIONS OF THE OWNER**

Section 1. Assessments. All co-owners are obligated to pay monthly assessments imposed by the Council to meet all project common expenses, including premiums for insurance as required by the Master Deed, and further including water and sewer bills for the Family Units (water and sewer bills are common and not individual bills). The assessment shall include monthly payments to a General Operating Reserve and Reserve Funds for replacements held in trust as required in the Property Maintenance Agreement attached as Exhibit "C" to the Master Deed. The monthly assessment herein provided shall be a charge on the Family Unit and shall be a continuing lien upon the Family Unit against which the assessment is made. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or mortgages. The sale or transfer of any Family Unit which is subject to any first mortgage or deed of trust pursuant to a Decree of Foreclosure under such first mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.

In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds required in the said Property Maintenance Agreement, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency.

Section 2. Maintenance Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Family Unit which, if omitted, would affect the project in its entirety or in a part belonging to other

co-owners, and is expressly responsible for the damages and liabilities which may result from his failure to do so.

(b) All repairs of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Family Unit area, shall be at the co-owner's expense.

(c) A co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 3. Use of Family Units — Internal Changes.

(a) All Family Units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his Family Unit or installations located therein without previously notifying the Council, in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Council shall have the obligation to answer within thirty (30) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of General Common Elements. A co-owner shall not place or cause to be placed in the general common elements any objects of any kind which tend to obstruct the reasonable use of the *Gen-Common Elements* by any other co-owner. The hallways, sidewalks, driveways, roads, and roadways shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors of the Council in case of any emergency originating in or threatening his Family Unit, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Family Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services necessary to be done in his Family Unit, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Suspension of Rights to Use of Recreational Facilities. In addition to all other rights which it has for non-payment of assessments, the Board of Directors of the Council of Co-Owners shall have the right to suspend the right to the use by a co-owner and his family of the recreational facilities (including the right to use of the swimming pool) as provided for in the Master Deed for any period during which the assessment provided for in Article VI of these Bylaws remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules of Conduct specified in Article VII, Section 6, of these Bylaws. This right of suspension shall not affect in any manner the obligations of such co-owner.

Section 7. Service Charge for Late Payment of Monthly Assessments. The monthly assessments provided for in Section 1 of this Article are due and payable on the first (1st) day of each and every month. Each co-owner, by accepting a deed to his Family Unit, is deemed to covenant and agrees to pay a \$3.00 service charge for each monthly assessment due on his Family Unit received by the Council of Co-Own- after the 5th day of the month.

**ARTICLE VII**  
**RULES OF CONDUCT**  
**Approved by the Board of Directors August 22, 1996**

Section 1. Applicability: The following rules apply to all co-owners, renters, members of their households, guests, and all who reside in Fairlington Meadows or use its facilities in any way.

Section 2. Responsibility: Co-owners will be required to pay for any damage to buildings, grounds, recreational facilities, or other common elements caused by the co-owner or his/her tenant, child, guest, pet or contractor.

Section 3. Definitions: For purposes of these rules, "common areas" means the general common elements, and "patios" means the limited common elements, as fully defined in the Master Deed, Article Six, Sections 2 and 3, respectively. The ordinary sense of these terms is:

Common Areas: Lawns, common planting areas, sidewalks, parking courts, swimming pools, tennis courts, basketball court, and hallways in B-buildings.

Patios: The space within the wood privacy fence.

Section 4. Noise and Nuisances:

(a) No person shall make or permit any noise or cause any nuisance that could reasonably be considered to be annoying to the occupants of another unit or do or permit anything to be done which would interfere with the rights of other residents to the peaceful use, comfort or convenience of their own unit or of the common areas.

(b) Sufficient carpeting, rugs, or similar floor coverings shall be maintained on a minimum of 80% of the floor surface (excluding kitchens, closets and bathrooms) in units located over other units in order to adequately reduce transmission of sound between units to the extent reasonably possible.

Section 5. Pets:

(a) Residents may keep a reasonable number of small, non-threatening breeds of animals as pets, but no animals may be kept for breeding or other commercial purposes. In the case of dogs and cats, "reasonable" shall mean that residents of any one unit may keep not more than two dogs or two cats, or one dog and one cat. Residents having pets in excess of this number prior to October 6, 1981, when the Bylaws were last amended, will not be required to dispose of them, but are restricted by this rule in terms of acquiring new pets.

(b) Dogs are permitted in the common areas only when accompanied by an individual who can control the animal, and the animal must be kept on a leash at all times. The person accompanying a dog in the common areas must not allow it to urinate on shrubs or lightposts, and must collect and dispose of all solid waste deposited by the animal; such waste may NOT be placed in the storm sewers, either on the property or in the street. Cats are not permitted to roam freely through the village.

(c) The owner of any pet that creates excessive noise for an unreasonable period of time or when the owner is not present shall be given notice by the Board or its agent to cause the problem to be corrected, If the problem is not corrected within a reasonable amount of time, the Board, after affording the animal's owner the right to a hearing, may order the animal permanently removed from the community.

(d) The owner of any pet that threatens or attacks another person or pet shall be given a warning by the Board or its agent. If a subsequent incident occurs, the Board, after affording the animal's owner the right to a hearing, may order the animal permanently removed from the community.

(e) No pet shall be permitted to be tied or chained to a fence, a tree or a stake in any common area, nor be allowed to reside or roam freely in the hallways of B-buildings. The owner of any pet causing damage to any common area shall pay to clean and/or restore the area, as necessary, and shall be given a warning by the Board or its agent. The Board may require the pet to be removed from the premises permanently if a subsequent incident occurs.

(f) No ferocious breeds, barnyard or wild animals may be kept as pets or brought onto the property.

#### Section 6. Trash Disposal and Recycling:

(a) Household trash is collected Monday through Saturday, and should be placed on or near your own front porch. Our contract calls for the collection to be made after 7:00 a.m. and before noon. Trash must be enclosed in sturdy, securely closed, plastic bags, except for items that cannot be conveniently enclosed, such as large boxes, brush tied in bundles, etc. Trash may not be placed outside in the evenings or on Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. If you miss the trash collection, please retrieve your trash and place it back out on the next scheduled collection day.

(b) Residents may not keep trash cans in the common areas outside the front or rear of their units nor in any other common areas. Persons wishing to use such a container must store it inside their unit or on their own patio.

(c) To arrange for a special pick-up of items in excess of normal household trash, such as furniture, building materials, carpeting, etc., contact our on-site maintenance staff at 820-6799. These types of items may not be placed out for collection with regular household trash, nor abandoned at the curb. There is a reasonable fee charged for this extra service, which shall be borne by the resident requesting same.

(d) No brush or trash may be burned in the patio areas or in any common area, nor shall it be tossed over one's patio fence. Christmas trees are collected at the curb for a period of time following the holiday.

(e) No one may place into the sanitary sewer system (i.e., the sink, toilet, and other drains), any grease, oil, or other products that threaten the environment and/or which are not readily dissolved by water. Co-owners will be held responsible and assessed for sewer maintenance and repair costs made necessary because they or their tenants or other invitees have violated this rule.

(f) See Appendix H for complete guidelines on the Meadows' curbside recycling program.

#### Section 7. Patios:

(a) The interior of the patios must be kept free of high weeds, trash, and any odorous or unsightly objects that would constitute a hazard or nuisance. If this occurs, and after due notice to the unit's residents and owner no action is taken, the Board may cause the offensive objects to be removed and disposed of, at the sole expense of the unit owner.

(b) No structure, clothes line, or canopy erected or placed in a patio may extend above the height of the privacy fence. Table umbrellas are exempt from this rule.

(c) Any brickwork or other masonry installed in a patio must remain at least 18 inches away from the patio fence. No structure installed in a patio may be attached to the building or to the fence, and sufficient clearance must be allowed for maintenance of the buildings and fences. The Council accepts no liability for damage which may occur to any immovable or personal property within the patio in the course of maintaining the buildings or fences, except in the case of gross negligence.

(d) Trees, plants, vines, structures, clothes lines, animals, and other objects placed or kept within the patio must not be allowed to damage the patio fences, and the unit owner shall be held solely liable for any such damage.

(e) Any person wishing to plant trees or shrubs in the patio must obtain written permission from the Board prior to doing so if these trees or shrubs will extend above the privacy fence at maturity. Application for this permission must include agreement from resident co-owners whose sun rights may be affected. In no case will permission be given for any planting that will exceed 25 feet in height (above the ground) at maturity.

(f) Trees, shrubs, and other plant life growing in a patio must not be allowed to become a nuisance to residents of neighboring units by reason of excessive height, interference with sun rights, into an adjacent patio, or danger of penetrating foundations, sewers, or building walls. Upon receipt of due notice from the Board, a co-owner must have an offending plant trimmed or removed. If corrective action is not taken within a reasonable amount of time, the Board may have the work done at the co-owner's sole expense.

Section 8. Plantings in Common Areas: Written approval from the Board or its designee must be obtained Prior to planting any tree or shrub, enlarging any mulch or flower bed, establishing any new bed within the common areas, or hanging flower pots on fences, and such approval must be exercised within six (6) months. Any plant, tree, shrub, or flower planted in the common areas automatically becomes common property and comes under the jurisdiction of the Buildings and Grounds Committee. Any "private" beds that are not maintained by the resident will be removed, and the area restored to grass. Flowers may be planted in existing mulch beds adjacent to one's own unit without permission, providing they are harmony with existing shrubs and are maintained in a neat and orderly state. Residents may not plant vegetables in the common area beds in the fronts of the buildings. Vines, whether they originate within the patio or elsewhere, are not allowed to adhere to the privacy fences nor to any exterior building surface.

Section 9. Personal Property in Common Areas:

(a) No bicycles, baby carriages, toys or other personal property may be left unattended on sidewalks, lawns, or porches, or in the hallways or on the stairs of B-buildings, or elsewhere in any common areas, except as provided in Section (b) below.

(b) Personal articles, except flammable liquids and other explosives, may be stored in the basements of B-buildings by the residents of that building, provided the articles remain neat and orderly and do not interfere with passage through halls and doorways or with access to water valves or electrical controls.

(c) Residents may place potted or hanging plants on their front porches provided they do not create a nuisance or hazardous situation. Flower boxes may not be hung from front or side windows and for safety reasons are limited to the first floor of the building.

(d) Individual yard sales are not permitted anywhere on the property. See page 13 of the Resident's Manual for additional discussion of yard sales.

(e) The Council of Co-Owners assumes no liability for articles stored in any of the limited or general common elements. The Board may require the removal of any article which, in its judgment, constitutes a hazard or violation of this section.

Section 10. Play Activity in Common Areas: The purpose of these rules on play activity is to ensure that such activity does not constitute a nuisance or danger to other residents, and to prevent damage to common property such as trees, shrubs, lawns or fences as well as to personal property.

(a) Children and adults are allowed to play in the areas adjacent to the recreational facilities and in other grassy areas behind the Family Units. The climbing of trees, fences, lightposts, and on electrical and cable boxes is prohibited.

(b) Only casual play activity which reasonably cannot be considered offensive, too noisy or a nuisance is permitted on the lawns in front of the Family Units. Such activity is not permitted if it interferes with the peaceful enjoyment of another neighbor's residence. Persons engaging in play activity must remain at least 15 feet away from any residential building.

(c) Games and other activities must be engaged in in a safe manner so as not to cause property damage or injury in the common areas. No objects shall be thrown into or around the parking courts or the motor vehicles parked therein.

(d) No play activity or loitering is allowed in hallways, stairs, or basements of B-buildings.

(e) Non-motorized vehicles may be ridden on sidewalks, provided the riders yield to pedestrians and do not endanger the safety of pedestrians or other riders. Motorcycles and mopeds may be walked from the nearest street or parking court to one's own patio for storage.

#### Section 11. Architectural Harmony:

(a) No opening may be made or enlarged in exterior walls, roofs, or chimneys. No fan, antenna, or other device may be installed on the exterior of any building, except as provided for in (e) and (f) below.

(b) No shade, awning, window guard, or other device may be projected from or installed on the outside of any window or doorway, or otherwise attached to the buildings, and no air conditioner may be installed in any window. Window fans may be used provided they do not extend beyond the plane of the window sash.

(c) Written approval must be obtained from the Board prior to relocating an air conditioning compressor or installing a heat pump.

(d) The installation of a hand rail on the front steps must first be approved by the Board. Such hand rails shall only be metal and black.

(e) Storm windows and storm doors must be metal and white.

(f) Exterior doors may be painted only in colors approved by the Board. Doors are painted as part of the on-going painting cycle.

(g) Outside front illumination is to be with standard white bulbs.

(h) The American flag may be properly displayed from porches or windows on national holidays. No flagpoles may be installed anywhere on the property.

(i) A "For Sale" or "For Rent" sign of reasonable size may be placed in a window or in front of a unit that is available for sale or rent. "Sold" signs are not permitted. No other signs, flags or ornamentation may be displayed in windows or doors, attached to dormers, walls, fences, or trees, or placed in any common areas. Small signs (less than 10 square inches) displayed in a window are exempt from this rule. No signs shall be permitted that contain obscene or offensive messages. The posting of signs shall be limited to the first floor of a unit.

(j) Holiday lights and other decorations and all hardware for same, may not be permanently affixed to the buildings in any way and must be removed within a reasonable period of time after the holiday. For safety reasons, electric decorations must bear the Underwriters Laboratories seal. Residents may not climb up on the roofs of porches or buildings to attach ornamentation, or for any other reason, Co-owners will be held responsible for any damage to the buildings resulting from a breach of this rule.

Section 12. The Board may from time to time adopt regulations for use of the parking courts, tennis courts, swimming pools, and other facilities; and unless otherwise provided, all such regulations shall have the applicability indicated in Section 1 of these Rules of Conduct.

Section 13. For good cause, the Board may grant exceptions to any of these Rules of Conduct.

Section 14. For good cause, the Board may revoke any exception or approval granted under these Rules of Conduct, but in the case of Section 7 (Patios) and Section 11 (Architectural Harmony), the Board will reimburse co-owners for any proven economic injury resulting from such revocation.

Section 15. These Rules of Conduct may be added to, amended, or repealed at any time by the Board of Directors.

### **ARTICLE VIII AMENDMENT TO BYLAWS**

Section 1. Bylaws. These Bylaws may be amended by the Council in a duly constituted meeting called 1111 II for such purpose, and no amendment shall take effect unless approved by the co-owners holding at least two-thirds (2/3) of the votes in accordance with percentages assigned in the Master Deed.

### **ARTICLE IX MORTGAGES**

Section 1. Notice to Council. A co-owner who gives a deed of trust on his Family Unit shall notify the Council through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds of Trust of Family Units."

Section 2. Notice of Unpaid Assessments. The Council shall at the request of a party secured by a Deed 11111 of Trust of a Family Unit report any unpaid assessments due from the co-owner of such Family Unit.

### **ARTICLE X COMPLIANCE**

These Bylaws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1950, as amended. In case any of these Bylaws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict. All other Bylaws not in conflict with the provisions of the Act shall remain in full force and effect.

### **Notes on Amendments to the Bylaws**

1. The Bylaws were amended on July 10, 1975, to establish "reserve trust funds." The wording of Article V, Sections 4 and 7, and of Article VI, Section 1, was revised.

2. Article VIII was amended on October 23, 1979, reducing from three-fourths to two-thirds the majority required to amend the Bylaws.

3. The Rules of Conduct, which are currently Article VII, were amended by the Board of Directors on October 6, 1981, and August 22, 1996.

4. Seven amendments were enacted on October 20, 1981, to delete from the Bylaws all references to CBI Fairmac Corporation (the developer) and to effect minor changes regarding the time of annual meetings and mailing of notices pertaining thereto. The amended sections are:

- Article II, Section I
- Article III, Sections 2, 3 and 4
- Article IV, Sections 1 and 5

In addition, Article VI, Section 6, was changed to Article VII, and other sections in Article VI were renumbered.