

**EXHIBIT “B” TO MASTER DEED**  
**AMENDED AND RESTATED BY-LAWS**

**OF**

**FAIRLINGTON GLEN**

**ARTICLE I**

**PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP**

Section 1. Condominium. The name of the condominium, located in Arlington County, Virginia, is FAIRLINGTON GLEN CONDOMINIUM COUNCIL OF CO-OWNERS which is subject to the provisions of Chapter 4.2, Title 55, Code of Virginia 1950, as amended (the “Act”).

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term “Project” as used herein shall include the common elements and Family Units comprising the Condominium and as more specifically described in the Master Deed, as amended.) These Bylaws replace and supersede any Bylaws existing prior to the date of recordation of these Bylaws.

Section 3. Personal Application. All present or future co-owners, tenants, future tenants or their employees, or any other person that might own, use or occupy the Project in any manner, are subject to the regulations of the Council set forth in the Master Deed, these By-Laws, the rules and regulations and to the Property Maintenance Agreement, attached as Exhibit “C” to the recorded Master Deed (collectively, the “Governing Documents”).

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 the provisions of the Governing Documents are accepted, ratified and will be complied with. “Family Units” are all condominium units on the Property designated for residential use.

## **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. Only eligible co-owners may vote. “Eligible co-owners” are those owners who are not shown on the books and records of the Council to be sixty-days or more in arrears with respect to any financial obligation to the Council.

Section 2. Majority of Co-Owners. As used in these By-Laws the term “Majority of Co-owners” shall mean those eligible co-owners holding more than fifty percent (50%) of the votes of eligible co-owners in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of eligible co-owners representing at least twenty-five percent (25%) of the total number of votes of eligible co-owners, in accordance with the percentages assigned in the Master Deed, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy or, if so provided in the notice of the meeting, by mailed ballot. Voting may be permitted by electronic means (e.g., facsimile, electronic mail, etc.) as permitted by the Virginia Condominium Act and approved by the Board. The Board may promulgate rules governing the form of proxies and methods of voting at membership meetings. Uninstructed proxies (i.e., those that do not direct the proxy holder how to vote) shall contain a brief explanation that by executing the same, the co-owner is giving the proxy holder discretion with respect to how to vote. Proxy holders shall be limited to any other eligible co-owner or the spouse, family member or tenant of the eligible co-owner.

### **ARTICLE III**

#### **ADMINISTRATION**

Section 1. Council Responsibilities. The co-owners of the Family Units constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget , electing members to the Board of Directors, 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 of the votes of the co-owners voting in person or by proxy at a meeting of the Council at which a quorum is present. Except as to those matters which the Act, the Master Deed or Bylaws specifically require to be performed by a vote of the co-owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the Council shall be held in the month of November each year on a date, time and place designated by the Board. At such meetings there shall be elected by ballot of the co-owners (or by general consent if the number of eligible candidates does not exceed the number of vacancies) a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by at least twenty five percent (25%) of the votes of eligible co-owners and presented to the Secretary. The Board shall establish the date, time and place of such meetings and the notice of any special meeting shall state the date, time and place of each 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 of the co-owners present in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary, or other Board designee, to mail a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to each co-owner of record; except as otherwise allowed in the Act, such notice shall be sent to each co-owner at least twenty one (21) days (in the case of annual meetings) and at least seven (7) days (in the case of any special meeting) prior to such meeting. Notice shall be sent to each co-

owner by first class mail, or by electronic mail or facsimile provided the co-owner has consented to such transmission and the Secretary or other designee certifies in writing that notice was sent.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be held 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 hours from the time the original meeting was called. At the second meeting, a quorum will be deemed present if eligible co-owners representing twenty-five percent (25%) of the total eligible votes are present in person or by proxy at the beginning of the meeting. Proxies shall continue in force and effect if not specifically revoked by the co-owner.

Section 6. Order of Business. The order of business at all meetings of the co-owners of Family Units shall be set forth in the notice of meeting or 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) Election of inspectors of election.
- (f) Election of directors.
- (g) Reports of committees
- (h) Unfinished business.

- (i) New business.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

Section 1. Number and Qualification. 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. Only eligible co-owners shall be elected to serve, or continue to serve, as a Director. In the event that a sitting Director becomes ineligible, the Board shall hold a special Board meeting giving such Director at least ten (10) days advance notice of such meeting. At that meeting, the Board may vote to remove the Director and appoint his or her successor.

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 By-Laws directed to be exercised and done by a vote of the co-owners.

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

- (a) Care, upkeep and operation of the project and the common elements and facilities.
- (b) Making interim adjustments in the annual assessments, if necessary.

- (c) Collection of assessments from co-owners.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and facilities.
- (e) Maintain complete and accurate records of all Council proceedings, including, but not limited to resolutions, correspondence by or to co-owners, and such other records which have been incorporated into the Council's records and to establish policies for record retention.
- (f) Make and amend rules and regulations to assist the Board in administering its powers and duties, including, but not limited to, rules governing parking, architectural control and maintenance and repair of the Project.
- (g) Maintain reasonable reserves for operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged against such reserves.
- (h) Do such other acts and things not inconsistent with the Act, the Master Deed or Bylaws.

Section 4. Management of Project. 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. Members shall be elected to the Board of Directors for three (3) year terms unless filling a vacancy pursuant to Section 6 below. Where available terms vary in length (e.g., due to filling of a vacancy between elections)

the candidates receiving the most votes will receive the longer terms. Where an election is by general consent/acclamation (when the number of candidates equals or is less than the number of available positions) and the available positions on the Board have varying terms, the terms may be determined first by the unanimous agreement of the candidates at the meeting, or, failing such agreement, the terms shall be allocated by the Board.

Section 6. Vacancies. Vacancies in 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 appointed shall be a Director until a successor is elected at the next annual meeting of the Council. Such elected successor shall fill the remainder of the term of the original director position that was vacated.

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. The person elected by the co-owners shall fill the vacancy for the remainder of the term of the removed Director. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting. A Director may be removed by the Board if the Director is absent from three (3) consecutive regular meetings of the Board of Directors and a replacement may be appointed by the Board. The Director appointed to fill the vacancy will remain in office until the next Annual

Meeting of the Council whereby a Director will be elected by the co-owners for the remainder of the term of the Director removed by the Board of Directors.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) 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 a 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, facsimile, or electronic mail at least three (3) days prior to the day named for such meeting. The Board of Directors may establish policies governing the nature and extent of notice to co-owners of meetings of the Board and conduct of such meetings, including but not limited to, the availability of Board packets and the recordation of such meetings by electronic means.

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, facsimile or electronic mail , which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Co-Owners shall be notified as

required by law. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice at 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 the 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 acting Directors (which shall never be less than two (2) directors) shall constitute a quorum for the transaction of business, and the acts of the majority of Directors present at the 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, provided a quorum is present, 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 directors, officers, agents and employees of the Council handling or responsible for Council funds

shall furnish adequate fidelity bonds or dishonesty insurance. The premiums on such bonds or insurance shall be paid by the Council (for Council employees/directors or officers).

## **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 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 organization 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 or she shall preside at all meetings of the Council and of the Board of Directors. He or she 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 the President, in his or her discretion, may decide is appropriate to assist in the conduct of the affairs of the Council. The President may delegate to an agent, including the Council's legal counsel, his or her statutory rights with respect to executing memoranda of liens to secure delinquent assessments.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her 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.

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

Section 7. Treasurer. The Treasurer, with the assistance of the Council's management agent, shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He or she shall be responsible for overseeing the deposit by the management agent, of all moneys 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.

## **ARTICLE VI**

### **OBLIGATIONS OF THE CO-OWNERS**

Section 1. Assessments. All co-owners are obligated to pay annual and special assessments (“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 currently common and not individual bills but the Board may, if technology allows in the future, individually bill co-owners based on usage). The assessment shall include monthly payments to a General Operating Reserve and Reserve Funds for replacements and contingencies as required by the Board or in the Property Maintenance Agreement attached as Exhibit “C” to the Master Deed. The assessments shall be the personal responsibility of the each co-owner, 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 securing an institutional lender (“Mortgagee”). The sale or transfer of any Family Unit which is subject to any first mortgage or deed of trust held by a Mortgagee, 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 thereof after becoming due or from the lien thereof.

In the event that the assessments adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds as required by the Board or 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.

The Board of Directors may send notice of the schedule of assessments to all co-owners of record by first class mail, hand delivery or by electronic mail or facsimile provided the co-owner has consented to such transmission, the Secretary or other designee certifies in writing that notice was sent and all requirements in the Virginia Condominium Act regarding this notice have been met. All assessment payments, unless otherwise provided by the Board of Directors, are due and payable of the first day of each and every month. Each co-owner, by accepting a deed to his or her Family Unit, is deemed to covenant and agree to pay a late fee of \$25.00, or such other amount as the Board may determine from time to time, on each assessment payment which is not received by the Council by the late date established by the Board.

The Board of Directors may accelerate the balance of any annual or special assessment in the event of a default in the payment of any installment which is not paid in full by the due date specified by the Board, and the Board may refer the account to legal counsel for collection. The co-owner will be liable for all costs of collection, including any attendant legal fees and the Board may apply payments towards the oldest balance or as otherwise determined to be in the best interests of the Council. The Council shall have

all available legal rights to collect outstanding dues, including but not limited to, personal lawsuit, lien foreclosure, notifying credit bureaus of the delinquency and pulling credit reports on delinquent co-owners.

Section 2. Maintenance Repair.

(a) Every co-owner shall maintain his unit in good order and repair and must perform promptly all maintenance and repair work to and 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) Except to the extent covered by proceeds from the Council's master insurance policy or as otherwise specified in the Maintenance Chart attached to these Bylaws as Exhibit A, all maintenance, repairs and replacement of the Family Unit and of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and other accessories located within the Family Unit shall be the co-owner's responsibility and be performed 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 or limited common element damaged through his or her fault or negligence or which originates in his or her Family Unit (including but not limited to any master insurance deductible amount). The Board shall be empowered to allocate the master insurance deductible among the responsible and/or benefited co-owners.

(d) Notwithstanding anything else herein to the contrary, the Council shall not be liable for any damages to the Family Units or property therein due to causes originating in or through the common elements unless the Council's negligence was the sole cause of such damage and then only to the extent of available insurance proceeds (except in the case where such damages were caused by the gross negligence or reckless acts of the Council or its agents or employees).

(e) The Maintenance Chart, attached hereto as Exhibit A, shall further delineate the respective maintenance and repair obligations of the Council. The Maintenance Chart may be amended from time to time by the Board of Directors after notice and approval by a Majority of eligible Co-Owners.

### Section 3. Use of Family Units – Internal Changes.

(a) All Family Units shall be utilized for residential purposes only. Certain professional uses, such as home offices, are allowed if such uses do not negatively impact traffic, parking or similar concerns and provided such uses do not change or alter the external appearance of the Family Unit(s) or common or limited common elements.

(b) An owner shall not alter the exterior appearance of his or her Family Unit or the limited or general common elements nor make structural modifications, additions or alterations in his or her Family Unit or installations without the written approval of the Board (or authorized committee) unless such change is exempt from approval per written guidelines promulgated by the Board from time to time. The Board shall have the obligation to answer a completed application from an owner within forty-five (45) days

and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Board may adopt further rules governing the approval process including, but not limited to, the form and requirements of applications.

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 or any kind which tend to obstruct the reasonable uses of the General 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 his or her Family Unit to the management agent or to any other person authorized by the Board of Directors to fulfill the Council's maintenance or repair responsibilities and provided an effort is made to schedule entry in advance. In the case of any emergency threatening person or property, access shall be immediate 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 purposes 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. Rules of Conduct.

(a) The greens and walkways in front of the Family Units and the entranceways to the Family Units shall not be obstructed so as to impede ingress to and egress from the Family Units. Children and adults are encouraged to play in designated recreational areas. Any activities having the potential to damage property, landscaping, grass, automobiles, fences, or buildings are forbidden.

(b) No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common elements, except the common elements designated for these vehicles or articles.

(c) No resident shall make, allow or permit any noxious or offensive conduct or noises that unreasonably interfere with the peaceful enjoyment of the Project by the residents or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. Each co-owner shall be responsible for proper maintenance of trees or other landscaping within his or her limited common element area and for ensuring that such landscaping does not threaten or damage the roofs, gutters, fences and/or threaten other Family Units or common elements.

(d) No shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used in or about the buildings such that they extend beyond the vertical planes of the buildings or above the roof slates except as shall have been approved in writing by the Board of Directors.

(e) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Family Unit or the common or limited common elements,

except such as shall have been approved in writing by the Board of Directors, nor shall anything be projected out of any window without similar approval.

(f) All refuse shall be deposited with care in containers intended for such purposes only at such times and in such manner as the Board of Directors may direct. All disposals shall be used in accordance with the instructions of the Board of Directors.

(g) No co-owner shall send any employee of the condominium on any private business of the co-owner.

(h) In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. The owner shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Board of Directors, will be required to dispose of the animal. All pets shall be licensed and inoculated as required by law and all pet owners shall pick up after their pets and not permit waste on the common or limited common elements.

(i) No external radio antennae are allowed in the Project. No television aerial, satellite dish or similar device designed to received video-programming services (“antennae”) shall be erected or installed on the common elements; however, a co-owner may place an antenna protected by Federal Law within the boundaries of their limited common element patio in a manner consistent with any rules or regulations adopted by the Board of Directors. Any antenna installed on the exterior walls of a Family Unit or common elements, without the consent of the Board of Directors, in writing, is subject to

removal and disposal thereof without notice and at the cost of the co-owner for whose benefit the installation was made.

(j) No vehicle belonging to any co-owner or to a member of the family or guest, tenant or employee of a co-owner shall be parked in such a manner as to impede or prevent ready access to another parking space. Co-owners, their employees, tenants, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort, convenience of the owners, and all regulations with respect to use of the parking spaces which the Board of Directors may formulate. No inoperable, junk, unregistered or unlicensed vehicles shall be kept anywhere in the Project. In addition, no vehicles which exceed the marked parking spaces or encroach over the lines shall be permitted in the Project. No vehicle shall be parked in the Project which may become a nuisance or annoyance to the neighborhood (i.e. house trailers, boats, boating equipment, wreckers and buses).

(k) Any co-owner wishing to install or remove permanent vegetation (e.g., trees, shrubs) outside of his patio area must obtain written permission from the Board of Directors before doing so.

(l) Co-owners must keep the interior of the patios, and storage areas clean, neat, orderly and free from obstructions or accumulation of personal property other than patio furniture. Nothing shall be draped over the fences and nothing shall be hung in the patios above the fence lines or placed in the patio such that the top of the item projects above the horizontal plane of the top of the fence except to the extent approved by the Board of

Directors. The Council of Co-Owners assumes no liability for loss or damage to articles stored in or on the patios, terraces and storage areas.

(m) Any damage to the buildings, recreational facilities or other common elements or equipment caused by any co-owner, his or her tenants, guests, children, agents or pets shall be repaired at the expense of the co-owner.

(n) Co-owners are responsible for the actions of their household members, tenants, guests, invitees, employees and agents and compliance with the Governing Documents. Any lease or rental agreement for a Family Unit must be for an initial period of at least six (6) months, must be in writing and must require that the tenants abide by the Council Master Deed, Bylaws and rules and regulations and the Board may promulgate a Lease Addendum setting forth such supplemental restrictions as it deems appropriate from time to time.

(o) Complaints regarding the management of the Family Units and grounds or regarding actions of other co-owners shall be made in writing to the Management Agent. In the event that the Board of Directors is functioning as management agent, then such complaints shall be sent to the President of the Board of Directors.

(p) The Board of Directors may authorize the Management Agent or a designated agent of the Board of Directors to keep a repository of keys to the Family Units that co-owners may, at their discretion, provide in order to facilitate access to their Family Units by the Council as may be required.

(q) Any consent or approval given under these Rules of Conduct by the Board of Directors shall be revocable at any time.

(r) These Rules of Conduct may be added to or repealed at any time by the Board of Directors.

Section 7. Suspension of Rights to Use of Recreational Facilities. In addition to all other rights which it has for non-payment of assessments and violations of the Governing Documents, the Board of Directors 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) for any period during which the assessment provided for in Article VI of these By-Laws remain unpaid, and for a period not to exceed thirty (30) days for any infraction of the rules of conduct specified in Article VI, Section 6, of these By-Laws. This right of suspension shall not affect in any manner the obligations of such co-owner.

## **ARTICLE VII**

### **AMENDMENT TO BY-LAWS**

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting for such purposes and/or by ratification and no amendment shall take effect unless approved by co-owners representing at least sixty-seven percent (67%) of the total value of all eligible Family Units in the Project as shown in the Master Deed and recorded among the Land Records of Arlington County with marginal notation thereof where the Master Deed is recorded.

## **ARTICLE VIII**

### **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 among the books and records of the Council.

Section 2. Mortgagee Rights. Each Eligible Mortgagee (i.e., those Mortgagees which have specifically requested notice) is entitled upon request to written notification from the Council of any default by the mortgagor in the performance of any of such mortgagor's obligations under the Master Deed or Bylaws which is not cured within thirty days.

Any Eligible Mortgagee which comes into possession of the Family Unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage, or by deed in lieu of foreclosure, shall be exempt from any other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Family Unit.

Any Mortgagee which comes into possession of the Family Unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Family Unit which accrue prior to the time such holder comes into possession of the Family Unit (except for claims for a pro rata share of such

assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Family Units including the mortgaged Family Unit).

Unless at least fifty percent (50%) of Eligible Mortgagees have given their prior written approval, the Council of Co-Owners shall not:

- (a) fail to employ a professional manager for the condominium project.
- (b) change the pro rata interest or obligations of any Family Unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project.

## **ARTICLE IX**

### **COMPLIANCE**

These By-Laws 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 By-Laws 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 By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.

**EXHIBIT A TO BYLAWS**

**CHART OF MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

	<b>Council Responsibilities</b>	<b>Unit Owner Responsibilities</b>
Attic		All in all regards.
B-Units	Common hallways, doors, and mailboxes	All internal components. Front door lock if agreed to by all owners
Caulking		Interior and window
Cable TV, DSL, etc.		Between Unit owner/resident and cable company (wire on exterior of building must be disguised)
Doors – Unit storm doors		All in all regards
Doors – Unit front and rear doors	Painting	Maintenance and replacement including all locks and hardware.
Dryer ducts/vents		All in all regards
Electric – service	Serving the common areas. Underground lines	Within the Unit
Electric – fixtures	Serving the common areas	Serving only one Unit (including all interior and exterior plugs and fixtures)
Gutters and fascia	All in all regards	
Heating, ventilation and air conditioning	Pool and office buildings	All in all regards for individual Unit
Painting	Exterior	Interior
Patio (area inside fence)	Inspection for compliance with Council regulations	Maintenance of area and cleanliness. Repair and replacement of patios. Use and landscaping must conform to Council regulations.
Patio fence	All in all regards	Use must conform to Council regulations.
Pest control	Exterior of building	Interior of building
Plumbing fixtures	Pool & maintenance buildings	All in all regards for individual Unit
Plumbing – water supply lines	Outside the Unit	Inside the Unit
Plumbing – sink blockages		All in all regards
Plumbing – sewer backups	Preventive maintenance outside the Unit; initial drying and sanitizing of rugs and tile floors inside the Unit	Preventive maintenance, remediation, and repairs inside the Unit.
Plumbing – sewer lines	Underneath the concrete slab and outside the Unit	Keeping cleanout in basement floor accessible
Plumbing – outside water faucets		All in all regards including shutting on/off in winter/spring
Roofs	All in all regards	
Smoke detectors	Common hallway, all in all regards	Unit, all in all regards

	<b>Council Responsibilities</b>	<b>Unit Owner Responsibilities</b>
Shutters	All in all regards	
Stoops, steps and walks	Maintenance and replacement (front of Units)	Maintenance and replacement (rear of Units)
Trees	Common areas	Inside the patio
Walls	See note below	See note below
Water seepage or flooding		All in all regards
Windows and window openings	B-Unit side door windows at front door and B-unit center roof windows	Maintenance and replacement of all Unit windows, including glass, frame, sash, jamb and sill
Windows – screens and storm windows		All in all regards
Window wells	Maintenance, front	Maintenance, rear Window well covers

\* While ownership of each Unit extends to the plane of the outer surface of the exterior walls, and thus maintenance and repair are normally the responsibility of the o-Owner, the Council assumes responsibility for tuck-pointing of above ground elements.

\*\* The costs associated with fulfilling the above-referenced obligations may be varied in the event the damage or need for maintenance or repair arises due to the negligence of a party. For example, a Co-Owner who fails to properly maintain a component under their care and responsibility may be responsible for damages to adjacent units or the common elements. Likewise, the insurance policies that the Council is required to maintain may cover certain damages for covered perils (e.g. fire damage).

\*\*\* Co-Owners are strongly encouraged to maintain individual insurance to help protect their property and any individual liability the Co-Owner may face due to the acts or omissions of the Co-Owner and his or her family members, tenants, guests and invitees.

\*\*\*\* In the event a Co-Owner chooses to request (and receives) a variance to replace or otherwise modify an item (e.g. rear canopy, front window well) that is otherwise the responsibility of the Council, the maintenance and repair of such replacement or modification shall be borne by the Co-Owner.