the Colonies

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PREFACE

Welcome to The Colonies Condominium. Your neighbors hope that you and your family will enjoy living here. We are proud of our community, and we are striving to preserve and improve what we believe is one of the finest condominium communities in the Washington area. This can be accomplished, however, only through the participation, cooperation, and consideration of all residents and property owners.

This preface describes briefly:

1. The Condominium concept in general, including rights and privileges, obligations, property rights, and documents.
2. The Colonies Condominium, including its location, architectural concept, governance, management, committees, rules and security.

I. THE CONDOMINIUM CONCEPT

Understanding of what a condominium is, how it operates, and how ownership in a condominium differs from other forms of ownership is essential for all prospective buyers, owners and other residents.

Both ownership and residence in a condominium differ from other forms of ownership and from residence in a rental project or private home.

A. Rights and Obligations

Living in a condominium confers special rights, but also involves acceptance of certain obligations.

1. Rights and privileges include such things as:
   - a. Privacy within individual apartments.
   - b. Use of recreational, social, other common element facilities.
   - c. Freedom from such chores as mowing, leaf-raking, snow removal, etc.
   - d. Maintenance and improvements to buildings and grounds as well as other facilities within the limits of sound fiscal administration.
   - e. Right of petition to the Board of Directors or Management for correction of problems.
   - f. Right of participation in community and social activities as well as in governing through membership on committees, attendance at board meetings and for owners, election to the Board of Directors.

2. Obligations, some of which apply only to owners and others to owners and residents include:

a. Compliance with existing rules and regulations relating to the conduct of owners, their families, guests and tenants with regard to noise levels, pets, use of recreational and social facilities, parking, etc.
b. Payment promptly of all charges including condominium fees, service and other charges and fees, charges imposed for infractions of rules and regulations and/or the basic documents. (as well as any special assessments approved by a majority of the owners).
c. Participation in community affairs by voting and otherwise expressing opinions in elections and on issues presented for community decision (owners).
d. Responsibility in participation as a member of the Board of Directors, as a committee member and as an owner or resident.
e. Courtesy in addressing requests or complaints to Management and staff or to the Board of Directors.

B. Property

Property in a condominium is either privately owned or owned in common.

1. Private Property includes only the apartment(s) owned by the individual.

2. Common Property, called "common elements" is owned jointly by all owners in proportion to the share stipulated in the condominium's documents. Common elements include land, buildings (except individual apartments, commonly called "units"), parking areas, roads, sidewalks, recreational and social facilities.

   A special class of common property is known as "limited common elements". These, though owned in common, are assigned for specific use to one or more units. These include, for example, storage areas and assigned parking spaces.

II. DOCUMENTS

Condominium documents normally include the following:

1. Declaration: This describes the property rights within the condominium, including its location, boundaries, unit sizes, storage areas, parking spaces, etc.
   Technically, plats and building plans as well as the Bylaws are parts of the Declaration.

2. Articles of Incorporation: These establish the legal entity of the condominium.

3. Bylaws: These provide for governance of the condominium, covering the composition of its membership (all owners), election of its Board of Directors, election of officers, management, fiscal administration, use of apartments and common areas, insurance, rights and obligations of residents and others, etc.

4. Rules and Regulations: These provide a condensation of rules governing the conduct of co-owners and residents as derived from the foregoing documents as well as regulations adopted by the Board of Directors as policy or administrative resolutions.

III. THE COLONIES CONDOMINIUM AT McLEAN COUNCIL OF CO-OWNERS.

Location: The Colonies is located in McLean, Virginia inside the Capital Beltway (Rte. 495) conveniently close to Chain Bridge Road (or Dolley Madison Blvd. - Rte. 123), Leesburg Pike (Rte. 7) and the Dulles Access Road.

Architectural Concept: The Colonies presents unique concept having twelve, three story buildings and an administrative building, named for the original thirteen colonies, located on approximately 29 acres of wooded hills and valleys and comprising 459 individual apartment units together with two tennis courts, swimming pools, "Par Course", "Tot Lot", and a well-appointed Clubhouse. It thus differs markedly from high-rise, townhouse and other neighboring complexes.

The Colonies is governed by a co-owners association. The owners of the 459 units comprise the membership; one vote per unit. Each owner is provided with an updated copy of the Declaration, Bylaws and Articles of Incorporation. The association is governed by seven Directors, each serving a two-year staggered term. The Association has a President, Vice-President, Treasurer, Secretary, and several committees described below. All owners of The Colonies Condominium are eligible to hold office in the association, and are cordially invited to participate fully in all of the meetings and activities of the association.

BOARD OF DIRECTORS: The association's Board of Directors has broad responsibility and authority over the affairs of the association. It is empowered to adopt rules pertaining to the common areas of the community and may impose charges for failure to comply with the rules, Declaration and Bylaws of the association.

MANAGEMENT: Council of Co-owners of `The Colonies Condominium has on-site professional management with staff and equipment to fulfill all management functions. Under the supervision of the Board, Management collects all association monies, pays all association liabilities and prepares all financial reports. Management also negotiates and supervises contracts for the association (i.e., trash removal, snow removal, landscaping), has an in-unit service program providing for a wide variety of services from general maintenance to window-washing for individual residents, etc. The General Manager meets, on a regular basis, with the Board of Directors and performs such other services as the Board may require from time to time. Management is located in the Rhode Island Building (known as the Administrative Building) at 7681 Provincial Drive. The office is open Monday through Fridays except on holidays.

COMMITTEES:

A . Covenants- Responsible for the conduct of hearings to determine infractions of rules and regulations. May recommend appropriate sanctions including recommendation for assessment of charges. Holds public hearings on policy resolutions proposed by the Board of Directors.

B . Finance and Insurance Committee- Assists Management and the Board in the budget preparation process including conduct of hearings on budget proposals prior to adoption by the Board of Directors. It also evaluates the community's insurance needs.

C . Social/Activities Committee- Sponsors gatherings to provide social atmosphere and special occasion parties.

D . Property Values Committee- Attempts to promote property values at The Colonies through increased interest and awareness on the part of realtors of the unique Colonies life-style, as well as by making recommendations to the Board of Directors on other means to enhance property values.

E . Buildings, Grounds and Security Committee- Assists Management and the Board in maintenance, upkeep and security of the property.

F . Other- From time to time the Board appoints committees to deal with particular matters of importance to the community such as decorating, and revision of the documents.

IV. GROUND RULES: Supplementing the governing documents (Declaration and Bylaws) are Rules and Regulations and specific Resolutions of the Board of Directors governing such subjects as:

Pets	Use of Signs	Use of the Pool
Parking	Use of Garage Space	Use of Tennis Courts
Vehicles	Use of the Clubhouse	Etc.

You should read the Rules and Regulations carefully (copies are available at the Administrative Office), and you may obtain copies of specific Board Resolutions also at the Administrative Office.

V. SECURITY: The Colonies employs a security force that remains on duty 24 hours per day, seven days a week. Normally there is a guard on duty at all times at the guard house located at the main gate and another patrolling the common grounds and buildings. These security measures help maintain the safety and protection of all residents and their property.

AMENDMENT TO THE MASTER DEED
OF
THE COLONIES CONDOMINIUM AT MCLEAN

WHEREAS, on December 5, 1972, L. B. Nelson Corporation of Virginia, a Virginia Corporation, executed a Master Deed and Bylaws applicable to the The Colonies Condominium at McLean, recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3742 at Page 29, et seq.; and

WHEREAS, an amendment to that Master Deed was recorded on March 9, 1973 in Deed Book 2790 at Page 566. A second amendment to the Master Deed was recorded on April 17, 1973 in Deed Book 3812 at Page 158. A Deed of Correction to the Master Deed was recorded on November 21, 1973, in Deed Book 3952 at Page 1. A third amendment to the Master Deed was recorded on March 7, 1978 in Deed Book 4822 at Page 31; and

WHEREAS, under Paragraph 27 of the Master Deed, the Master Deed may be amended either by a vote of at least sixty-six and two-thirds percent (66 2/3%) of the co-owners or by a written instrument executed by at least sixty-six and two-thirds percent (66 2/3%) of the co-owners, provided, however, that such an amendment is approved by mortgagees holding mortgages constituting first liens on at least fifty-one percent (51%) or more of the units subject to the mortgages; and

WHEREAS, the term "Master Deed" shall hereafter be redesignated by the synonymous term "Declaration." for the purpose of consistency with the present language of the Condominium Act (Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended, Virginia Code Sections 55-79.39, et seq.) (hereinafter referred to as the "Condominium Act"); and

WHEREAS, the amended and restated Declaration and Bylaws will not change, alter or affect unit boundaries, percentage interests or the common elements of the condominium.

NOW THEREFORE, pursuant to• Section 55-79.72 of the Condominium Act and in accordance with the Master Deed of The Colonies Condominium at McLean, the Master Deed of The Colonies Condominium at McLean is hereby amended by the following Declaration including Exhibits A, B and C and the Bylaws attached hereto:

DECLARATION
OF
THE COLONIES CONDOMINIUM AT MCLEAN

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DECLARATION
OF
THE COLONIES CONDOMINIUM AT MCLEAN

1. Name. The Condominium, located in the County of Fairfax, shall be known as "The Colonies Condominium at McLean."

2. Description of Land. The legal description of the land by metes and bounds is attached as Exhibits "A" and "C."

3. Submission of the Property. The Council of Co-Owners, as successors in interest to the Development Management Corporation, a Virginia corporation, and the L.B. Nelson Corporation of Virginia, a Virginia corporation and the original developer, continues to submit the land, described in Exhibits "A" and "C," together with the buildings and improvements erected thereon, to the horizontal property regime provided by the "Horizontal Property Act," Chapter 4.1 of Title 55 of the Code of Virginia, Virginia Code Section 55-79.1, et seq. (1950). The Condominium shall also be subject to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, Virginia Code Section 55-79.39, et seq. (1950), known as the Virginia Condominium Act ("Condominium Act"). This fourth amendment to the Master Deed, which is redesignated as a Declaration, made this 6th day of May, 1986, is recorded in said Land Records of Fairfax County in Deed Book ____ at Page____.

4. Definitions. The terms used in this Declaration and in the Articles of Incorporation, Bylaws, Rules and Regulations, and Policy and Administrative Resolutions of the Condominium shall have the following meanings:

(a) Architectural Plans are the plats and plans filed with this Declaration, showing graphically all particulars of the buildings and units.

(b) Board of Directors is the executive organ of the Council of Co-Owners comprised of those persons elected in accordance with the Bylaws of the Council of Co-Owners.

(c) Buildings are the buildings and other improvements erected upon the land.

(d) Bylaws are the Bylaws of the Council of Co-Owners, as may be amended from time to time.

(e) Common Elements or Common Areas shall mean that area and property submitted to be part of the Condominium, but not included within the boundaries of a unit, as defined in the Declaration.

(f) Common Expenses include:

(i) All expenditures lawfully made or incurred by or on behalf of the Council of Co-Owners; including but not limited to, expenses of operation, administration, maintenance, repair and/or replacement of the common elements;

(ii) All funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Declaration or the Bylaws; and

(iii) Expenses declared common expenses by the provisions of the Horizontal Property Act or Condominium Act, as amended, or by this Declaration or the Bylaws.

(g) Condominium is all that property submitted to the Act as described in Exhibits "A" and "C" to the Declaration.

(h) Condominium Act or Act is the Condominium Act of the Commonwealth of Virginia, as amended, Virginia Code Sections 55-79.39-55-79.103.

(i) Condominium Instruments shall be a collective term referring to this Declaration, the Bylaws, the Articles of Incorporation, and the plats and plans, recorded pursuant to the Act. Exhibits, schedules, or certifications accompanying such documents and recorded simultaneously therewith, along with subsequent amendments and certifications shall be an integral part of the Condominium Instruments.

(j) Co-Owner shall mean the person or persons holding record title to a unit within the Condominium, but shall not mean a mortgage holder. The term "Unit Owner" is deemed to be synonymous with the term "Co-Owner."

(k) Council of Co-Owners shall mean the Council of Co-Owners of the Colonies Condominium at McLean, an incorporated association, and its successors. The terms "Association" and "Council" are deemed to be synonymous with the term "Council of Co-Owners."

(l) Horizontal. Property Act is the Horizontal Property Act of the Commonwealth of Virginia, as amended, Virginia Code Section 55-79.1-55-79.38.

(m) Land is the real property described in Exhibits "A" and "C" of this Declaration, exclusive of the buildings or improvements erected thereon.

(n) Policy and Administrative Resolutions are those policy and administrative resolutions adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Horizontal Property Act, the Condominium Act, or the Condominium Instruments.

(o) Property is the land and buildings and all other improvements erected thereon, and all easements, rights, and appurtenances belonging thereto.

(p) Rules and Regulations are those rules and regulations adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Horizontal Property Act, the Condominium Act, or the Condominium Instruments

(q) Unit shall mean that portion of the Condominium intended for individual ownership and use as described in this Declaration.

5. Buildings. The locations of the buildings on the land are on the Architectural Plans. Except for the buildings designated on the Architectural Plans as a Type "C" building and the recreation building, all buildings consist of three (3) stories and a basement, with structural framing of steel columns and beams supporting precast concrete floor slabs and wood roof trusses. Their exterior walls are of brick and concrete masonry construction, and their interior partitions are of gypsum wallboard on metal studs. Except for the Type "C" and recreation buildings, the basement of each building contains 190 square feet of automobile parking space per unit, except that there is 380 square feet of automobile parking space for each

"W" style unit. The basement parking spaces are designated on the Architectural Plans by a number corresponding to the number of the unit whose co-owner shall have the exclusive use thereof. The parking is on a self-service basis. Additional, outside surface automobile parking spaces are adjacent to or near all buildings. These outside surface automobile parking spaces shall be available for use by all co-owners on a first-come, first-served basis. The basements of all buildings, except the Type "C" and recreation building, also contain storage rooms. All buildings, except the Type "C" and recreation building are equipped with elevators, master television antennae, and trash compactors.

The Type "C" building is a single-story building with exterior walls of brick and concrete masonry construction. Its interior partitions are of gypsum wallboard on metal studs. There is 190 square feet of outside, surface automobile parking space per unit in the Type "C" building. These parking spaces, located adjacent to or near the Type "C" building, are designated on the Architectural Plans by a number corresponding to the unit whose co-owner shall have the exclusive use thereof. The parking is on a self-service basis. The Type "C" building is equipped with a master television antenna.

The recreation building is a single-story building with a basement. Its exterior walls are of brick and concrete masonry construction above grade level and concrete masonry construction below grade level. The interior partitions of the recreation building are of concrete masonry construction at the basement level and of gypsum wallboard on metal studs at the first-floor level, with the exception of a load-bearing wall supporting the roof trusses. This load-bearing wall consists of gypsum wallboard on concrete masonry construction. The recreation building contains a lounge, exercise room, activity rooms, card room, sauna baths, and shower rooms. An outdoor swimming pool, baby pool, two (2) tennis courts, and parcourse are a part of the recreation building complex.

The windows in all buildings are single-hung with shutters.

6. Units. A list of all units in the buildings, their unit designations, location and approximate areas is attached as Exhibit "B." The units also are shown on the Architectural Plans.

7. Unit Boundaries. Each unit consists of the space measured from the interior surfaces of its perimeter walls and the exterior surfaces of its windows and door including the windows and doors as part of the unit. Each unit also is measured vertically from the upper surface of the concrete slab forming the floor of the unit

to the lower surface of the concrete slab or the other material forming the unfinished ceiling of the unit.

8. Common Elements and General Common Elements. The common elements are all parts of the property (including all parts of the buildings) other than the units, including the assigned automobile parking spaces, and limited common elements. The general common elements include:

(a) The land described in Exhibits "A" and "C";

(b) The foundations, main walls, halls, lobbies, stairways, elevator shafts, and entrances and exits to buildings or communication ways;

(c) The. basements (except assigned parking spaces and limited common elements), yards, gardens, recreational or community facilities, and driveways and nonassigned parking areas;

(d) All pumps, pipes, wires, cables, and other apparatus relating to the water distribution, electrical, and plumbing systems located out of units and in the units prior to the point of disconnection from the structural body of any building or from utility lines, pipes, or systems serving the unit;

(e) All installations for central services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, and air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in the common elements or in units). Central services are defined as those services to the common elements or those which are utilized to serve more than one unit. The heating and air-conditioning mechanism and ducts in each unit are not a general common element (and are part of the unit);

(f) The elevators, trash disposal services, and, in general, all the devices of installations existing for common use;

(g) The offices of the Council of Co-Owners; and

(h) All other elements of the property, except for the assigned parking space and limited common elements, rationally of common use or necessary to its existence, upkeep and safety.

9. General Common Elements Located Inside Units; Support. Each co-owner shall have an easement in common with the co-owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other general common elements serving such other units and located in such other units. The Board of Directors, or its designated agents, shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace the general common elements contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other units and the common elements.

10. Limited Common Elements. Limited common elements are reserved for the use of the unit to which they are appurtenant, by reason of attachment for assignment, to the exclusion of all other units, and shall pass with a unit, as appurtenant thereto. Each limited common element is owned in common by all co-owners, but is restricted to the exclusive use and benefit of the unit or units which it serves. The storage rooms in the basement of each building, except for the Type "C" and recreational buildings, shall be limited common elements. The location of these storage rooms is shown on the Architectural Plans. A storage room shall be a limited common element of the unit to which such storage room was assigned at the time of its original purchase from the developer. The Board of Directors, with the written consent of the co-owner or co-owners involved, may reassign storage units or other limited common elements in accordance with Section 55-79.57 of the Act, if necessary.

11. Encroachments. If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the building, or if, any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of a building, a valid easement of such encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event a building, any unit, or any adjoining common element shall be totally or partially destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, encroachments of part of the common elements upon any unit or any unit upon any other unit or upon any portion of the common elements, due to such building, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed building shall stand.

12. Allocation of Interest in Common Elements. Each unit shall have an equal undivided interest in the common elements.

13. Share in General Common Elements. Each co-owner shall have, in common with the other co-owners, a 1/459 share in the general common elements.

14. Co-Owners' Common Expenses. Assessments against co-owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

Share of Common Expense. Each co-owner shall be liable for his proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as his percentage interest.

15. Units Subject to Declaration, Bylaws and Rules and Regulations. All present and future co-owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. Leasing of Units. Units may be leased only in their entirety; no fraction or portion may be leased. All leases and lessees are subject to the provisions of the Declaration, Bylaws, Policy and Administrative Resolutions, and Rules and Regulations adopted thereto, as any of the foregoing may be lawfully amended from time to time.

17. Acquisition or Lease of Units by Council of Co-Owners. In the event the Council of Co-Owners shall acquire a unit, title thereto shall be held by the Council of Co-Owners, or its designee, on behalf of all co-owners. The lease covering any unit leased by the Council of Co-Owners shall be held by the Council of Co-Owners, or its designee, on behalf of all co-owners.

18. Common Elements Not Severable. The common elements shall remain undivided. No co-owner or any other person or entity shall bring any suit or other proceeding for petition or division of the co-ownership of the common elements. The equal undivided interest in the common elements allocated to each unit shall not be conveyed separately from the unit to which such interest is appurtenant.

19. Rights of Ingress and Egress. The land shall be subject to an easement of ingress and egress connecting the adjoining property which is shown on Exhibit "C" ("The Adjoining Property") to Old Meadow Road (State Route 3543). Such easement shall be over Provincial Drive and Tremayne Place as shown by the site plan approved by Fairfax County. The Council of Co-Owners shall maintain that portion of Provincial Drive and Tremayne Place on the land in good order and condition in such location as specified by the site plan approved by Fairfax County.

20. Amendment of Declaration. This Declaration may be amended (a) by the vote of at least two-thirds (2/3) of the co-owners or the percentage required by Section 55-79.72 (b) of the Condominium Act, as amended, or other governing statutes, whichever is greater, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, or (b) pursuant to a written instrument duly executed by at least two-thirds (2/3) of the co-owners, provided, however, that any such amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages constituting first liens on fifty-one percent (51%) or more of the units subject to mortgages. No such amendment shall be effective until recorded in the Land Records of Fairfax County. The Secretary of the Council of Co-Owners shall be authorized to execute a certification that the requisite majority of co-owners agreed to an amendment of the Condominium Instruments.

21. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration; and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Gender and Grammar. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. Captions. The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the undersigned officers of the Council of Co-Owners of The Colonies Condominium at McLean hereby certify that this Amendment was duly adopted by the members of the Council of Co-Owners and mortgagees pursuant to the terms of the Declaration and the Condominium Act.

THE COUNCIL OF CO-OWNERS OF THE COLONIES CONDOMINIUM AT McLEAN

May 6, 1986
Date

By: April Ramey
President

May 6, 1986
Date

Attest: [illegible]
Secretary

TO WIT:

On this 6th day of May, 1986, before me April Ramey, the undersigned, personally appeared the President of the Council of Co-Owners of The Colonies Condominium at McLean, Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carole A Carlton
Notary Public

My Commission Expires: November 22, 1988.

TO WIT:

On this 6th day of May, 1986, before me Sonja McHugh, the undersigned, personally appeared the Secretary of the Council of Co-Owners of The Colonies Condominium at McLean, Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carole A Carlton
Notary Public

My Commission Expires: November 22, 1988.

CERTIFICATE OF THE COUNCIL OF CO-OWNERS OF
THE COLONIES CONDOMINIUM AT MCLEAN, PRESIDENT

In accordance with Section 55-79.49 and 55-79.72 of the Virginia Condominium Act, Code of Virginia, and in accordance with Paragraph 27 of The Colonies Condominium at McLean Master Deed, the President hereby certifies that the Amendment to which this Certificate is attached was approved by not less that sixty-six and two-thirds percent (66 2/3%) or more of the co-owners at The Colonies Condominium and by mortgagees holding mortgages constituting first liens on at least fifty-one percent (51%) or more of the units subject to mortgages. The Colonies Condominium at McLean is located in Fairfax County, Virginia, and the original Master Deed applicable to The Colonies Condominium at McLean is recorded among the Land Records of Fairfax County in Deed Book 3742 at Page 29 and as subsequently amended. This Certificate is recorded for the purpose of conforming to sections 55-79.49 and 55-79.72 of the aforementioned Act and hereby accompanies the amendments to the Declaration for The Colonies Condominium at McLean.

By: April Raney
President of the Council of Co-Owners of The Colonies Condominium at McLean

Attest: [signature]
Secretary

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A. Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that April Ramey, known to me (or satisfactorily proven) to be the person named as the President of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in McLean, Virginia, Fairfax County and as President, as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A. Carlton
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that Sonja McHugh, known to me (or satisfactorily proven) to be the person named as the Secretary of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in McLean, Virginia, Fairfax County and as Secretary as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A. Carlton
NOTARY PUBLIC

EXHIBIT "A" TO DECLARATION

DESCRIPTION OF PHASE I OF THE COLONIES
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the northwesterly line of Magarity Roaad, Route #650, said point also being in the northerly line of the land of Ritzenberg;

thence leaving said line of Magarity Road, Route #650, and running with the said line of Ritzenberg, N. 58° 56' 22" W, 522.65 feet to a point, N 65° 21' 04" W, 686.32 feet to a point in the easterly line of Old Meadow Road;

thence with said line of Old Meadow Road,

with the arc of a curve to the left, whose radius is 227.00 feet and whose chord bearing and chord are, N 01° 35' 17" E, and 92.73 feet, respectively, a distance of 93.39 feet to a point; and

N 10° 11' 51" W, 18.6 feet to a point in the southerly line of Westgate Corporation;

thence with said line of the land of Westgate Corporation, the following courses and distances;

N 79° 30' 00" E, 51.02 feet to a point;

with the arc of a curve to the left, whose radius is 190.70 feet and whose chord bearing and chord are, N 59° 52' 30" E, and 128.10 feet, respectively, a distance of 130.64 feet to a point; and

N 40° 15' 00" E, 47.45 feet to a point in the southerly line of the land of Fairfax County Park Authority;

thence with the lines of the land of the Fairfax Park Authority, S 62° 11' 40" E, 373.36 feet to a point, and N 22° 38' 20" E, 794.70 feet to a point in the southerly line of the land of the Fairfax County School Board;

thence leaving said line of the land of the Fairfax County School Board and running through the land of The Colonies the following courses and distances;

S 15° 16’ 47” W, 333.32 feet to a point;

S 05° 07’ 09” E, 361.15 feet to a point;

S 74° 30’ 02” E, 191.84 feet to a point;

S 10° 58’ 11” W, 234.26 feet to a point;

S 62° 11’ 40” E, 165 feet to a point in the aforesaid northwesterly line of Magarity Road, Route #650;

thence with said line of Magarity road, Route #650, S 51° 03' 10" W, 300.65 feet to the beginning,

containing 15.5577 acres.

EXHIBIT "C" TO DECLARATION

DESCRIPTION OF THE "THE ADJOINING PROPERTY"
THE COLONIES
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the northwesterly line of Magarity Road, Route #650, said point also being in the southerly line of the land of the Fairfax County School Board and running thence with said line of Magarity Road, route #650, S 51° 03’ 10” W, 972.02 feet to a point;

thence leaving said line of Magarity Road, Route #650, and running through the land of The Colonies the following courses and distances:

N 62° 11' 40" W, 165.00 feet to a point;

N 10° 58' 11" E, 234.26 feet to a point;

N 74° 30' 02" W, 191.84 feet to a point;

N 05° 07' 09" W, 361.15 feet to a point; and

N 15° 16' 47" E, 333.32 feet to a point in the aforesaid southerly line of the land of the Fairfax County School Board;

thence with said line of the Fairfax County School Board, S 66° 31' 34" E, 1075.60 feet to the beginning,

containing 13.4187 acres.

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

AMENDMENT TO THE BYLAWS
OF THE COUNCIL OF CO-OWNERS OF
THE COLONIES CONDOMINIUM AT MCLEAN

WHEREAS, on December 5, 1972, L.B. Nelson Corporation of Virginia, a Virginia corporation, executed a Master Deed and Bylaws applicable to The Colonies Condominium at McLean, recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3742 at Page 29, et seq., and as subsequently amended; and

WHEREAS, under Section 55-79.73 of the Condominium Act (Chapter 4.2 of title 55 of the Code of Virginia (1950), as amended, Virginia code Sections 55-79.39, et seq.) (hereinafter referred to as the "Act"), the affairs of the Condominium are governed by the Council of Co-Owners, which is comprised of all unit owners of The Council of Co-Owners of The Colonies Condominium at McLean; and

WHEREAS, under Paragraph 6 of the current Bylaws, the Bylaws may be amended by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the corporation or by not less than eighty percent (80%) of the votes of the entire membership of the Corporation and

WHEREAS, owners of units representing a least sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Condominium and at least sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Board of Directors have consented in writing, attached hereto, to this Amendment to the Bylaws of The Council of Co-Owners of The Colonies condominium at McLean.

NOW, THEREFORE, pursuant to Section 55-79.72 of the Act and in accordance with the Bylaws of the Council of Co-Owners of The Colonies Condominium at McLean, the Bylaws of the Council of Co-Owners of The Colonies Condominium at McLean, are amended by striking those Bylaws in their entirety and substituting therefor the following:

Bylaws of The Council of Co-Owners
The Colonies Condominium at McLean

The Colonies Condominium at McLean
7681 Provincial Drive
McLean, VA 22102-7604
(703)827-8388
support@thecolonies.com

Bylaws of The Council of Co-Owners of The Colonies Condominium at McLean

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of The Council of Co-Owners of The Colonies Condominium, a Virginia nonstock corporation, in accordance with The Declaration of The Colonies Condominium at McLean, recorded in Deed Book 3742 at Page 29, among the Fairfax County Land Records, as amended by amendments recorded in Deed Book 3790 at Page 566, Deed Book 3812 at Page158, Deed Book 3941 at Page 219, Deed Book 3952 at Page 1 and Deed Book 4822 at Page 31 and by an amendment recorded immediately prior hereto (said Declaration being the Condominium Declaration app1icable to The Colonies Condominium at McLean, and hereinafter referred to as the "Declaration"), and in accordance with the Condominium Act of the Commonwealth of Virginia. Words used herein shall have the same meaning as set forth and defined in The Declaration or in Section 55-79.41 of The Act.

Section 2. Name and Mailing Address. The name of the incorporated Association is The Council of Co-Owners of The Colonies Condominium at McLean (hereinafter referred to as the "Council' or "Association"). The mailing address and principal office of the Council is:

The Council of Co-Owners of The Colonies Condominium at McLean
7681 Provincial Drive
McLean, Virginia 22102

The Condominium was submitted pursuant to Paragraph 1 of The Declaration to the provisions of Virginia Horizontal Property Act which has been subsequently amended and superseded by the Virginia Condominium Act to which the Condominium is now subject.

Section 3. Membership. An owner of a unit at the Colonies Condominium at McLean shall automatically become a member of the Council of Co-Owners upon taking title to the unit and shall remain a member for the entire period of ownership; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a unit is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per unit. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of' a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the unit to which it appertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

Section 4. Purpose. The Council of Co-Owners shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments on common expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Council of Co-Owners by The Act and The Declaration, Pursuant to Section 55-79.73 of The Act, and except as to those matters which The Actor The Declaration, as may be amended, specifically require to be performed by the vote of the Council of Co-Owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as set forth in Article IV herein.

Article II
Definitions

Unless the context otherwise requires, the terms as used in these Bylaws and The Declaration shall have the following meanings:

Section 1. Act shall mean the Virginia Condominium Act, as such Act may be amended.

Section 2. Board or Board of Directors is the executive organ of the Council of Co-Owners comprised of those persons elected in accordance with these Bylaws.

Section 3. Common Elements or Common Areas shall mean that area and property submitted to be part of the Condominium but not included within the boundaries of a unit, as defined in The Declaration.

Section 4. Condominium shall mean all that property submitted to The Act as described in Exhibits "A" and "C" to The Declaration.

Section 5. Co-Owner shall mean the person or persons holding record title to a unit within the Condominium but shall not mean a mortgage holder. The term "Unit owner" is deemed to be synonymous with the term Co-Owner.

Section 6. Council of Co-Owners shall mean the Council of Co-Owners of the Colonies Condominium at McLean, an incorporated Association, and its successors. The terms "Association" and "Council" are deemed to be synonymous with the term "Council of Co-Owners."

Section 7. Declaration shall mean that document entitled "Declaration of The Colonies Condominium at McLean," filed of record in the Fairfax County Land Records referenced in Article I, Section 1, of these Bylaws.

Section 8. Eligible Votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 9. Majority or Majority Vote, as used in these Bylaws, shall mean those votes totaling more than fifty percent (50%) of the total number of owners eligible to vote, or other groups eligible to vote. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those present in person or by proxy at a meeting, a quorum being had, and eligible to vote. Unless otherwise provided in The Declaration or these Bylaws, all decisions shall be by majority vote.

Section 10. Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer of conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance for such purpose of fee title through a deed of trust.

Section 11. Officer shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

Section 12. Person shall mean any individual, corporation, firm association, partnership, or other legal entity.

Section 13. Unit shall mean that portion of the Condominium intended for individual ownership and use as described in The Declaration.

Other terms have their natural meanings, or the meanings given in The Declaration or The Act.

Article III
Meetings of the Council of Co-Owners

Section 1. Annual Meetings. Regular Annual Meetings of the Council of Co-Owners shall be held during the first two weeks of May of each year at such date, time, and place as designated by the Board of Directors in the notice thereof.

Section 2. Special Meetings. It shall be the duty of the President to call a special meeting of the Council of Co-Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Co-Owners having votes totaling not less than one-third (⅓) of the total number of votes in the Council of 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.

Section 3. Notice of Meetings. It shall be the duty of the President, Vice President, or Secretary to mail by United States mail and by such other means as may be appropriate a notice of each annual or other meeting of unit owners, at least twenty-one (21) days in advance of such meeting, and in the case of an emergency, as determined by the Board of Directors, seven (7) days advance notice of any other meeting determined by the Board to be of an emergency nature, stating the date, time and place of the meeting to each unit owner of record, at the address of the irrespective units or to such address as the owner shall have designated by notice in writing to the Board of Directors or its designee. Notice may also be hand delivered by the President, Vice President, or Secretary, provided such officer certifies in writing that such notice was delivered to the person of the unit owner. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 4. Waiver of Notice. Waiver of notice of any meeting of the Council of Co-Owners shall be deemed the equivalent of proper notice. Any Co-Owner may, in writing, waive notice of any meeting of the Council of Co-Owners, either before or after such meeting. Attendance at a meeting by a Co-Owner, whether in person or by proxy, shall be deemed waiver by such Co-Owner of notice of the time, date and place thereof unless such Co-Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the representation in person or by proxy of thirty-three and one-third percent (33⅓%) of the eligible voters shall constitute a quorum. If, however, a quorum shall not be present, the unit owners entitled to vote, present in person or by proxy, shall have the power to adjourn the called meeting from time to time without notice, other than the announcement at that time. At such an adjourned meeting at which a quorum is attained, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Voting.

(a) Each unit shall be entitled to one (1) vote which may be cast by the Co-Owner or Co-Owners, the Co-Owner's spouse, or by lawful proxy, as hereinafter provided. A majority vote shall decide any question brought before such meeting, unless The Act, the Articles of Incorporation, The Declaration or these Bylaws provide otherwise.

(b) When more than one person owns a unit, the vote for such unit shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to any unit. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted.

(c) At Annual Meetings, ballots for members of the Board of Directors shall be counted by inspectors of elections. At other meetings, the Secretary shall count votes; if the Secretary is absent, a person appointed by the Board of Directors shall count votes.

(d) No Co-Owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, if that Co-Owner is more than thirty (30) days delinquent in any payment due the Council or if a lien has been filed in accordance with The Act and the amount necessary to release the lien has not been paid by the time of the meeting.

(e) Records of all votes shall be maintained in the permanent files of the Secretary and ballots for directors shall be preserved by the Secretary for a period of thirty (30) days after the date of election or until any contested election is settled.

Section 7. <u>Order of Business</u>. The order of business at all Annual Meetings of the Council of Co-Owners and, as far as practicable, at other meetings of the Council of Co-Owners, shall include the following items:

(a) Call to order by the President of the Council of Co-Owners;

(b) Determination of the presence of a quorum;

(c) Proof of notice of meeting or Waiver of Notice;

(d) Calling of the roll, unless waived by vote;

(e) Certification of proxies;

(f) Reading and approval of any unapproved minutes, waived by a majority of Co-Owners present;

(g) Appointment of Inspectors of Election;

(h) Election of Directors;

(i) Reports of Officers and Committees;

(j) Unfinished Business;

(k) Announcement of Newly Elected Directors;

(l) New Business;

(m) Adjournment.

The actual order of these items on the agenda may be varied as circumstances warrant.

Section 8. Conduct of Meeting. The President of the Council of Co-Owners shall open and conduct all meetings of the Council of Co-Owners. In his absence, the Vice President shall preside. The Secretary shall keep minutes of all meetings. Roberts Rules of Order shall govern the conduct of all meetings of the Council when not in conflict with The Act or the Condominium Instruments.

Section 9. Adjournment. Any meeting of the Council of Co-Owners may be adjourned from time to time to a date not less than forty-eight (48) hours from the time of the adjourned meeting by vote of the Co-Owners holding the majority of the eligible votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 10. Proxy. Any Co-Owner entitled to vote may do so by written proxy duly executed by the Co-Owner setting forth the meeting at which the proxy is valid. The proxy may be given to any other member of the Council of Co-Owners eligible to vote, to the Secretary of the Association, or to any occupant of a unit. To be valid, a proxy must meet the requirements of Section 55-79.77 (d) of The Act as amended and, except as provided below, must be filed with the Board of Directors prior to the opening of the meeting for which it is to be used and must be dated. Any member giving a proxy may revoke the proxy by attending the meeting, notifying the Secretary that the proxy is revoked, and casting his or her vote in person. Additionally, if a member is present at a meeting and is subsequently called away or for any reason must leave the meeting, then that member may appoint a proxy in writing meeting all the requirements set forth above, and file said proxy with the Secretary, after which the proxy will be able to vote on behalf of the member in accordance with the written proxy.

Section 11. Consents. Any action which may be taken by a vote of the Co-Owners may also be taken by written consent of Co-Owners of a majority of units, unless otherwise provided in The Act, The Declaration, or these Bylaws. Each such consent must be signed by all Co-Owners of each unit.

Section 12. Roster of Co-Owners. The Council shall maintain a current roster of names and addresses of each Co-Owner to which notice of meetings of the Council shall be sent. Each Co-Owner shall, within five (5) days after acquiring title to the unit, furnish the manager of the Council (or if no manager is serving, such person as designated by the Board of Directors) with his or her name and current mailing address. No Co-Owner may vote at meetings of the Council until this information is furnished. Any Co-Owner may, in writing, request a list of current names and addresses of the eligible voting members of the Council of Co-Owners from the Secretary, who will provide such names and addresses within ten (10) calendar days after receipt of the request.

Article IV
Board of Directors

Part A. Composition and Selection.

Section 1. Composition. The affairs of the Council of Co-Owners and the Condominium shall be governed by a Board of Directors. The Board shall be composed of seven (7) persons. The Directors shall be owners of units or the spouses of owners of units; provided, however, that no owner and his or her spouse or multiple owners of the same unit may serve on the Board at the same time. If two persons own more than one unit, both persons may serve on the Board of Directors at the same time.

Section 2. Election and Term of Office.

(a) Term of Office. Election of Directors shall take place at the Annual Meeting of the Council of Co-Owners, except elections of Directors made necessary by reason of a Director's removal in accordance with Section 4 of this Article. At the first Annual Meeting following adoption of these Bylaws, the term of office of the four (4) elected Directors receiving the greatest number of votes shall be fixed at two (2) years. The term of office of the three (3) elected Directors receiving the next greatest number of votes shall be fixed atone (1) year. Upon the expiration of a term of a Director, a successor shall be elected for two (2) years and, thereafter, each Director shall be elected for two (2) years, it being the intention of these Bylaws to create staggered terms. The Directors shall hold office until the irrespective successors have been elected and hold their first meeting.

(b) Election by Ballot. Directors to be elected by the Co-Owners shall be elected from among those nominated, by a plurality vote, by secret ballot only, cast in person or by proxy, of the eligible voters at the Annual Meeting, a quorum being present. The ballot shall include the names of all eligible persons duly nominated by the Nominating Committee or by petition pursuant to the provisions of Article IV, Section 3. Each eligible voter shall be authorized to vote for the number of nominees as there are vacancies to be filled. There shall be no cumulative voting. Those nominees for the Board of Directors receiving the greatest number of votes for the vacancies to be filled shall be elected.

(c) Inspectors of Election. The ballots, cast in person or by proxy, shall be counted by three (3) Inspectors of Election, who shall be appointed by the Board of Directors.

Section 3. Nomination.

(a) Nominating Committee. The Board of Directors shall appoint a Nominating Committee consisting of five (5) Co-Owners not less than sixty (60) days nor more than one hundred twenty (120) days prior to the Annual Meeting of the Council of Co-Owners. Co-Owners appointed to the Nominating Committee shall not be members of the Board of Directors.

(b) Nominating Committee Report. The Nominating Committee shall place in nomination any number of qualified candidates, but no less than the number of Directors to be elected and report its nominations to the Secretary in writing not later than forty-five (45) days prior to the Annual Meeting of the Council of Co-Owners.

(c) Nomination by Other Co-Owners. Any fifteen (15) Co-Owners who are eligible to vote may, by petition, nominate other qualified Co-Owners as candidates for election by filing such petition of nomination with the Secretary at least thirty (30) days prior to the date of the Annual Meeting. Such notice shall contain a statement signed by the nominee indicating his approval and willingness to serve, if elected. Nominations shall also be allowed from the floor at the Annual Meeting.

(d) Consent to Serve. All nominees must consent to serve at or before the time votes are cast.

Section 4. Removal of Members of the Board of Directors. At any duly called special meeting of the Council of Co-Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of all of the Co-Owners and a successor(s) may then and there be elected to fill the vacancy or vacancies thus created. Such vacancies on the Board of Directors shall be filled only by a majority vote of the Co-Owners present, in person, at such a meeting. Any Director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by vote of the Council of Co-Owners, shall be filled by a vote of the majority of the remaining Directors, even though those Directors constitute less than a quorum, at any meeting of the Board of Directors. Any Director so selected by the Board shall serve until successor shall be elected at the next Annual Meeting of the Council of Co-Owners to fill the unexpired portion of the term, unless and until removed, as provided in Section 4.

Section 6. Compensation. Directors shall not be compensated for acting as such unless and to the extent a majority vote of the Council of Co-Owners authorizes compensation. Notwithstanding the foregoing, Directors may be reimbursed for reasonable expenses incurred on behalf of the Council of Co-Owners as shall be determined by the Board of Directors.

Part B. Meetings.

Section 7. Organizational Meeting. Each newly elected Board of Directors shall hold an organizational meeting at such date, time and place as shall be fixed by the Directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held monthly at such time and place as shall be determined from time to time by a majority of the Board. 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. The date of the next regular meeting may be set at a meeting and such action shall constitute notice of the next meeting to all Directors present at the prior meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given by mail, in person or by telephone or telegraph, which notice shall state the time, place, and purpose of the meeting. Upon the written request of at least three (3) Directors, special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice.

Section 10. Waiver of Notice. Any Director may, at time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting, unless the Director is attending for the purpose of objecting to the transaction of any business because the meeting was not properly called or convened. If all Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep minutes of the meeting by recording all transactions and proceedings occurring at such meeting and all resolutions adopted by the Board of Directors. The minutes shall be signed by the President, attested by the Secretary and placed in the minute book of the Council of Co-Owners. The minute book shall be available for examination by Co-Owners during normal business hours. Meetings of the Board of Directors may be held by means of a conference call, by telephone, between some or all of the members of the Board as provided in Section 15 herein.

Section 12. Order of Business. The order of business at a regular Board of Director's meeting shall, whenever practicable, be as follows:

(a) Co-Owner's/Residential Forum (not to exceed 45 minutes);

(b) calling of roll;

(c) reading and approval of unapproved minutes;

(d) Reports of Officers and Committees;

(e) Unfinished Business;

(f) New Business; and

(g) Adjournment.

Any item in the order of business may be eliminated or The Actual order of these items on the agenda may be varied, in the discretion of the Board, as circumstances warrant.

Section 13. Quorum. A majority of Directors shall constitute a quorum for the transaction of business, and The Acts of the majority of the Directors present in person, at a meeting at which a quorum is present, shall be The Acts of the Board of Directors, except when approval by a greater number of Directors is required by The Act, The Declaration, these Bylaws, the Articles of Incorporation, or the Rules and Regulations. Proxies shall not be allowed at meetings of the Board of Directors.

Section 14. Adjourned Meeting. If a quorum is not present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at the proposed meeting as originally called may be transacted at the adjourned meeting without further notice.

Section 15. Action Without a Meeting; Meeting by Conference Phone. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a regular or special meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Any action taken by the Board of Directors at a regular or special meeting or any other meeting may also be taken by the Board and a meeting held by conference telephone or other similar communications equipment, whereby all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting. When such a meeting is conducted by conference telephone or similar communications equipment, a written record shall be made of The Action taken at such meeting.

Part C. Powers and Duties.

Section 16. Powers and Duties. The Board of Directors shall manage the affairs of the Council of Co-Owners and shall have all the powers and duties necessary for the administration of the Condominium, including, but not limited to all of the powers enumerated in Section 5.5-79.80 of The Act, and may do all such acts and things as are not by The Declaration or these Bylaws to be done and exercised excl by the Co-Owners.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters arising between regular meetings of the Board related to the duties and responsibilities to be carried out on behalf of the Board by the managing agent or manager and to acts as a liaison between the Board of Directors and the managing agent or manager. In addition to the duties imposed by these Bylaws or by any resolution of the Council of Co-Owners that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following in way of explanation, but not limitation:

(a) Preparing of an annual budget, in which there shall be established the contribution of each Co-Owner to the common expenses;

(b) Making assessments against the Co-Owners to defray the common expenses, establishing the means and methods of collecting such assessments from the Co-Owners, and establishing the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Co-Owner for his or her proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) Providing for the operation, care, upkeep, and maintenance of all of the common elements and services to the Condominium;

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the common elements, and providing services for the Condominium, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed to be owned as common elements;

(e) Collecting the assessments against the Co-Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Condominium;

(f) Opening of bank accounts on behalf of the Council and designating the signatories required;

(g) Making and amending rules and regulations respecting the use of the Condominium, in the form of Policy Resolutions, Administrative Resolutions, or otherwise, consistent with The Act, The Declaration, these Bylaws, and the Articles of Incorporation;

(h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Condominium, and repairs to, and restorations of, the Condominium, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(i) Enforcing by legal means the provisions of The Declaration, these Bylaws, and the Rules and Regulations for the use of the Condominium adopted by it, and instituting, maintaining, and defending any proceedings which may be instituted on behalf of or against the Co-Owners;

(j) Obtaining, carrying, and paying premiums for insurance against casualties and liabilities, as provided in these Bylaws, and paying the premium cost thereof;

(k) Paying the costs of all services rendered to the Council of Co-Owners or its members and not chargeable to Co-Owners of individual units;

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Condominium, and the administration of the Council of Co-Owners, specifying the maintenance and repair expenses of the common elements and any other expenses incurred. The said books and vouchers shall be available for examination by the Co-Owners, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Co-Owners. All books and records shall be kept in accordance with generally accepted accounting practices and shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a Co-Owner or resident of the Condominium, in accordance with the provision of Article I X, Section 9, of these Bylaws. The cost of such audit shall be a common expense;

(m) Determining how common profits or surpluses, if any, shall be used; and

(n) Granting easements, leases, licenses, rights-of-way and concessions through or over the general common elements.

Section 17. <u>Management Agent</u>. The Board of Directors may employ for the Council a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Paragraphs (a), (c), (d), (e), (f), (h), (j), (k) and (n), of Section 16 of this Article IV'. The Board of Directors may delegate to the management agent all of the powers and duties delegated to the Board of Directors by these Bylaws other than the powers and duties set forth in Paragraphs (b), (g), (i), (m), and (n), of Section 16 of this Article IV. Any management contract shall be in writing and contain a termination clause permitting termination, for cause, upon no more than thirty (30) days' written notice by either party and without cause upon no more than sixty (60) days written notice. The term of any such agreement shall not exceed two (2) years.

Section 18. <u>Borrowing</u>. The Board of Directors shall have the power to borrow money for the purpose of repair, maintenance, restoration, or improvement of common areas and facilities without the approval of the members of the Council of Co-Owners; provided, however, the funds on hand in the account (or accounts) which apply to the proposed expenditure, i.e., the, operating account or the reserve account, must be less than is necessary on a cash basis to meet the financial obligation to be incurred.

Section 19. <u>Fidelity Bonds</u>. The Board of Directors shall require fidelity bonds to cover all persons handling or responsible for council funds in such amounts as the Board determines to be adequate. The premiums on such bonds covering any member of the Board of Directors, officers or employees of the Council shall be paid by the Council of Co-Owners as part of the common expenses.

<u>Part D</u>. <u>Committees</u>.

Section 20. <u>Covenants Committee</u>. The Board of Directors shall establish a Covenants Committee, consisting of three (3) to five (5) Co-Owners. All committee members, including a chairman, shall be

appointed by the Board of Directors, each to serve a term of one (1) year. Vacancies shall be filled in the same manner.

(a) The Covenants Committee shall have such powers as the Board of Directors by resolution may delegate to it consistent with The Act, the Condominium Instruments, the Rules and Regulations or resolutions of the Board of Directors. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

(b) Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party, and a majority of the Board of Directors may modify or reverse any such action, ruling or decision. In addition, the Board of Directors, on its own motion, may review, modify or reverse any action, ruling or decision, including the interpretation of the Condominium Instruments of the Covenants Committee.

(c) The Board of Directors may at any time relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis by a majority vote.

(d) To the extent authorized by said resolution, the Covenants Committee:

(1) shall have the power to issue a "cease and desist" request to a Co-Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of The Act, the Condominium Instruments, the Rules and Regulations or resolutions of the Board of Directors upon petition of any Co-Owner, upon notification by management, or upon its own motion;

(2) shall have the power to impose charges on Co-Owners, their guests, invitees, or lessees for violation of The Act, Condominium Instruments, or Rules or Regulations promulgated pursuant to Section 55.79.80 (b) (2) of the Virginia Condominium Act, as amended;

(3) may provide interpretations, in writing, of the Condominium Instruments, Rules and Regulations and resolutions when requested by a Co-Owner or the Board of Directors, and all such interpretations shall be kept in a file available for inspection of any Co-Owner; and

(4) shall have such additional duties, powers and authority as the Board of Directors may from time to time delegate.

Section 21. Other Committees. There shall be such other committees as the Board shall determine from time to time with the powers and duties that the Board shall authorize. Committee members, other than those appointed by the Board to the Covenants Committee, shall be appointed by and shall serve at the pleasure of the President of the Council.

Article V
Officers

Section 1. Designation. The principal officers of the Council of Co-Owners shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors; the President and Vice President must be members of the Board. The Board of Directors, from time to time, may elect such other officers and designate their powers and duties as the Board shall, in its judgment, find to be necessary to manage the affairs of the Council of Co-Owners. Such subordinate officers shall not be required to be members of the Board of Directors. No person may hold more than one office at the same time.

Section 2. Election of Officers. The President and Vice President shall be elected annually by the Board of Directors at the annual organizational meeting of each new Board. The Secretary and the Treasurer shall be elected by the Board of Directors at the annual organizational meeting or at the first meeting of the Board following each Annual Meeting of the members. Each officer shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Council of Co-Owners and shall preside at all meetings of the members and of the Board of Directors. The President shall have all the general powers and duties which are incidental to the office of the president of a corporation organized under Virginia law, including, but not limited to the power to appoint committees from among the Co-Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Vice President shall also perform such other duties as the Board of Directors or the President shall prescribe.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the Secretary of a corporation organized in accordance with Virginia law, including but not limited to:

(a) Notices. Attend to the giving and serving of all required notices to the Co-Owners and Directors, and other notices required by law.

(b) Seal. Maintain custody of the official seal of the Council of Co-Owners and affix it to documents and instruments requiring a seal.

(c) Counting Votes. Count votes and maintain records thereof, except in the case of elections for Board of Director members, such votes to be counted in accordance with Article IV, Section 2 (c), of these Bylaws.

(d) Other Duties. Perform all other duties incident to the office of Secretary, as may be required by the Board of Directors or the President.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Council of Co-Owners funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided below. The duties of the Treasurer may be delegated to the management agent. In such case, the duties shall be performed by the management agent under the supervision of the Treasurer.

Section 8. Agreements, Contracts, Leases, Checks. All agreements, contracts, leases, checks and other instruments of the Council of Co-Owners for expenditures or obligations of more than Two Thousand Dollars ($2,000) or such other amount as the Board of Directors by resolution may determine from time to time, shall be executed by any two (2) officers or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of less than Two Thousand Dollars ($2,000) or less than such other amount as the Board of Directors by resolution may determine from time to time, may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

Section 9. Compensation of Officers. Officers shall not be compensated for acting as such unless and to the extent a majority vote of the Council of Co-Owners authorize compensation. Notwithstanding the foregoing, Officers may be reimbursed for reasonable expenses incurred on behalf of the Council of Co-Owners as shall be determined by the Board of Directors.

Article VI
Council of Co-Owners Responsibilities

Section 1. Liability and Indemnification of Officers and Directors. The Council of Co-Owners shall indemnify every Officer and Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such Officer or Director in connection with any action, suit, or other proceedings (including settlement of any such action, suitor proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an Officer or Director, except for his own willful misfeasance or malfeasance or fraud, whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors shall not be personally liable to the members of the Council of Co-Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance or malfeasance. The Officers and Directors shall have no personal liability with respect to any contractor other commitment made by them, in good faith, on behalf of the Council of Co-Owners (except to the extent that such Officers or Directors may also be members of the Council of Co-Owners) and the Council of Co-Owners shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contractor commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled. The Council of Co-Owners shall, as a common expense, maintain adequate general liability and, if obtainable, Officers' and Directors' liability insurance to fund this obligation; the insurance shall be written as provided in Section 2 of this Article VI.

Section 2. Insurance. The Council of Co-Owners, through its Board of Directors, shall obtain and maintain at all times, as a common expense, insurance, including a Property and Casualty insurance policy or policies affording fire and extended coverage, as well as all risk perils, for and in an amount consonant with the full replacement cost (i.e., one hundred percent (100%) of current "replacement cost" excluding land, foundation, excavation, and other items normally excluded from coverage) of all structures comprising the Condominium, as shown on the plats and plans for the Condominium, and a Liability Insurance policy or policies in amounts not less than Five Hundred Thousand Dollars ($500,000.00) for injury, including death, to a single person, One Million Dollars ($1,000,000.00) per injury or injuries, including death, arising out of a single occurrence, and Fifty Thousand Dollars ($50,000.00) property damage, covering the Council of Co-Owners, the Board of Directors, officers, and all agents and employees of the Council of Co-Owners, and all Co-Owners and other persons entitled to occupy any unit or other portion of the Condominium property. All such insurance coverage shall be written in the name of the Council of Co-Owners as Trustee for each of the Co-Owners; provided, however, the Casualty Insurance policy or policies shall contain a standard payee mortgagee clause in favor of each mortgagee of a unit to the extent of the portion of the coverage of the policy or policies allocated to such unit, which shall provide that the loss, if any, thereunder shall be (in addition to the Council of Co-Owners) payable to such mortgagee as its interest may appear.

It shall be the duty of the Board of Directors annually to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Council of Co-Owners and to satisfy the requirements of this Section. Such insurance shall run to the benefit of the Council of Co-Owners, the respective Co-Owners, and their respective mortgagees, as their interests may appear. The improvements and betterments made or acquired by the individual Co-Owners shall be excluded from this required coverage, and each owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The "structure," as insured by the master policy, shall be the buildings and units therein as depicted on the plats and plans filed and recorded in accordance with The Act. Each of the policies of insurance obtained by the Council of Co-Owners shall contain provisions (i) that they shall not be prejudiced by any actor neglect of any occupants or Co-Owners of the Condominium when such actor neglect is not within the control of the insured, or Co-Owners collectively, or (ii) that they shall not be prejudiced by failure of the insured, or Co-Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Co-Owners collectively, have no control.

(a) The Board of Directors shall make every reasonable effort to secure a master policy covering physical damage that will provide the following:

(1) that the insurer waives its rights of subrogation of any claims against Directors, officers, the managing agent, the individual Co-Owners and their respective household members, and waives any defenses based on co-insurance or invalidity arising from The Acts of the insured;

(2) that the master policy on the Condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Council of Co-Owners or the managing agent without a prior demand in writing delivered to the Council of Co-Owners to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(3) that any “no other insurance” clause contained in the master policy shall expressly exclude individual Co-Owners' policies from its operation, so that the insurance purchased by the Board of Directors shall be deemed primary coverage and any individual unit owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their mortgagees unless otherwise required by law;

(4) that the master policy may not be cancelled or substantially modified without at least sixty (60) days prior notice in writing to the Board of Directors; and

(5) an agreed value or amount endorsement, a waiver of co-insurance, and an inflation guard endorsement.

(b) All policies of insurance shall be written with a company licensed to do business in the Commonwealth of Virginia and holding a rating of X I or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide insurance certificates to each owner and each mortgagee, upon request.

(c) In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners hereunder be brought into contribution with insurance purchased by individual Co-Owners or their mortgagees.

(d) All public liability and Officers' and Directors' liability insurance shall contain a cross liability endorsement.

(e) In addition to the insurance required herein, the Board shall obtain as a common expense:

(1) Worker's Compensation Insurance if and to the extent necessary to meet the requirements of law:

(2) Public Liability and Officers' and Directors' Liability Insurance to include coverage for members of the Covenants Committee in such amounts as the Board may determine, but in no event less than that setout above (such insurance shall contain a cross-liability endorsement):

(3) Fidelity Bonds covering officers, Directors, employees, and other persons, except the professional management company or its employees, which shall be separately bonded, who handle or are responsible for handling Council of Co-Owners funds (such bonds shall be in an amount equal to at least one-hundred fifty percent (150%) or the amount in reserve on hand as of the end of each fiscal year of the Council of Co-Owners, plus three (3) months' operating expenses, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation); and

(4) Such other insurance as the Board of Directors may determine to be necessary.

(f) Insurance carried by the Council of Co-Owners as a common expense shall not include any part of a unit that was not depicted on the original plats and plans nor included in the original mortgage.

The Council of Co-Owners shall not include public liability insurance for individual Co-Owners for liability arising within the unit.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, and subject to the terms of The Act, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Co-Owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged unit) to a condition as good as that existing before such casualty, if permitted by appropriate governmental authority. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Co-Owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be placed back into operating funds for that fiscal year.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed.

(d) Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction w a s substantially in accordance with the architectural plans under which the condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Council of Co-Owners from assessments against Co-Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this section.

(f) Method of Disbursement. The construction fund shall be paid by the Council of Co-Owners in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

(g) Insurance Deductibles. If repair is required as a result of an insured loss, the amount of the deductible shall be treated as if it were a maintenance expense and shall be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one unit or a unit and the common area, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

Article VII
Architectural Standards

Section 1. Architectural Changes. No Co-Owner, occupant, lessee or lessor, or any other person may make any exterior change, alteration, or construction, nor erect, place, or post any sign, object, light, structure or thing on the exterior of buildings or any other common element without first obtaining the written approval of the Board or its delegate. Application shall be in writing and by certified mail and shall provide such information as the Board may reasonably require. The Board or its delegate may publish written architectural standards for exterior alterations or additions and any request in substantial compliance therewith shall be approved in writing. In the event that the Board or its delegate fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, such application shall be deemed approved.

As a condition of approval for a requested architectural change, modification, addition, or alteration, a Co-Owner, on behalf of himself and his successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board, a Co-Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Co-Owner on behalf of the Co-Owner and his, her, or its successors-in-interest.

Section 2. Notice of Interior Improvements. Each Co-Owner shall notify the Board of Directors of all structural interior improvements made to his or her unit; provided, however, no structural improvement which affects the load-bearing walls, the stability of the buildings or any parts thereof, the structural integrity of the building or any parts thereof, or in any way jeopardizes the safety or soundness of the buildings or any parts thereof shall be made unless first, in writing, approved by the Board. A structural improvement shall include any change, modification, alteration, addition, or work whatsoever performed by a Co-Owner on his or her unit or its appurtenances. Applications shall be submitted to the Board in writing and by Certified Mail and shall provide such information as the Board may reasonably require. In the event the Board fails to approve or disapprove such application within sixty (60) days after it shall have been submitted, such application shall be deemed approved.

Article VIII
Management

Section 1. Management and Common Expenses. The Council of Co-Owners shall manage, operate and maintain the Condominium and, for the benefit of the Condominium units and the Co-Owners thereof, shall enforce the provisions of these Bylaws and may pay out of the common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements, including any swimming pool or other recreational facilities used by the Condominium and for the Condominium units.

(b) The cost of fire and extended liability insurance on the project, the cost of such other insurance as the Council may affect and the cost of any fidelity bond.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Council of Co-Owners together with the services of such other personnel as the Board of Directors of the Council of Co-Owners consider necessary for the operation of the Condominium.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium.

(e) The cost of painting, landscaping, maintaining, repairing and snow removal of the common elements and such furnishings and equipment for the common elements and the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council of Co-Owners to paint, repair or otherwise maintain the interior of any Condominium unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council of Co-Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium unit or units, the cost thereof may be specially assessed to the Co-Owner or Co-Owners thereof.

(g) The cost of the maintenance or repair of any Condominium unit except those costs described in subparagraph (i) below, in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the projector is otherwise in the interest of the general welfare of all Co-Owners of the Condominium, units; provided, however, that except in emergency situations, in which case the Council may immediately proceed without notice, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Co-Owner of the Condominium unit proposed to be maintained, which notice states the Council's intent.to provide such necessary maintenance, repair, or replacement, at the Co-Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Co-Owner shall have fifteen (15) days within which to complete the maintenance, repair, or replacement, or if such maintenance, repair or replacement is not capable of completion within the fifteen (15) day period, to commence said maintenance, repair, or replacement. If any Co-Owner does not comply with the provisions hereof, the Council of Co-Owners may provide any such maintenance, repair, or replacement at the Co-Owner's sole cost and expense, and the cost thereof shall be assessed against the Condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered to the then Co-Owner of the Condominium unit, at which time the assessment shall become due and payable and a continuing lien and obligation of the Co-Owner in all respects as provided in Article IX of these Bylaws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the Co-Owner of an individual Condominium unit.

(i) The cost of all material and labor incident to the maintenance and/or repair of all exterior paint and/or stain, roof, exterior doors, gutters and downspouts, and other items of exterior trim of all Condominium units.

Section 2. Duty to Maintain. It shall be the sole obligation and exclusive right of the Council of Co-Owners to perform the exterior maintenance and/or repair set forth in Section l(i) above. Except for those specific requirements imposed upon the Council of Co-Owners, the Co-Owner of any Condominium unit shall, at his own expense, maintain his Condominium unit and any and all equipment therein situate and its other appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Condominium unit. In addition to the foregoing, the Co-Owner of any Condominium unit at his own expense, shall maintain, repair or replace any plumbing fixtures, water heaters, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, windows, doors, locks and door hardware, plumbing fixtures and components that exclusively serve one unit and/or other equipment that may be situated within such Condominium unit. The Co-Owner of any Condominium unit shall also, at his own expense, maintain any Limited Common Elements, including any storage bills, which may be appurtenant to such Condominium unit in a clean, orderly and sanitary condition.

Additionally, all unit Co-Owners; in order to keep any and all pipes from freezing and subsequently bursting, will maintain the temperature within their units at a level designed to prevent their pipes from freezing. Any damage caused as a result of a unit Co-Owner's noncompliance with this Section will be charged to that unit Co-Owner and collectible in the same manner as assessments under these Bylaws.

Section 3. Right of Access. A Co-Owner shall grant a right of access to his or her unit to the Board of Directors or its specifically authorized agent for the purpose of making inspections, for correcting any condition originating in his or her unit and threatening another unit or a common element, for performing installations, alterations or repairs to the mechanical or electrical services or any of the common elements in his or her unit or elsewhere in the buildings, for performing its responsibilities as hereunder and in The Declaration may be specified, or for correcting any condition which violates the provisions of any mortgage covering another unit; provided that, except in the case of any emergency, requests for entry shall be made in advance and that any such entry is at a time reasonably convenient to the unit Co-Owner. In case of any emergency involving manifest danger to property, public safety, health or sanitation, such right of entry shall be immediate, whether the unit Co-Owner is present at the time or not.

Section 4. Reimbursement of the Council of Co-Owners. A Co-Owner shall, upon demand, upon a finding of fault by the Board of Directors, reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common area facility or property damaged through the Co-Owner's fault or the fault of anyone for whom the Co-Owner is responsible, including the guests, lessees, invitees and family members of the Co-Owners. If any Co-Owner fails to make such reimbursement within a reasonable time after a demand has been made, the cost of such expenditures shall be assessed against the Co-Owner's unit, and a statement of the amount of such assessment shall be rendered to the Co-Owner, at which time the assessment shall become due and payable and shall be a continuing lien against the Co-Owner's unit and obligation of the Co-Owner in all respects as provided in Article IX of these Bylaws. The Council shall have the right to file a lien for such an assessment against the unit in accordance with Article IX of these Bylaws and Section 55-79.84 of the Virginia Condominium Act.

Section 5. Easements for Utilities and Related Purposes. The Council of Co-Owners is authorized and empowered to grant such licenses, easements and/or rights of way for sewer lines, water lines, electrical cable, telephone cables, television cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium or other properties as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Co-Owners of the Condominium units.

Article IX
Fiscal Management

The provisions for fiscal management of the Council of Co-Owners set forth in The Declaration shall be supplemented by the following provisions:

Section 1. Accounts. The receipts, expenditures and other fiscal transactions of the Council of Co-Owners shall be maintained in the books of account on a current basis in sufficient classification to provide for sound management information, timely preparation of the various Federal and State tax reports and the various financial statements. The receipts and expenditures of the Council of Co-Owners shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current operations which shall involve the control of actual common expenses including reasonable allowances for necessary contingencies and working capital funds in relation to the budgeted assessments and common expenses hereafter provided for.

(b) Reserves for Deferred Maintenance which shall involve the control of monthly funding and maintenance of such deferred maintenance cost reserves as are approved by the Board of Directors from time to time.

(c) Reserves for Replacement which shall involve the control of such reserves for replacement through payments monthly to such reserve of such amounts as are approved by the Board of Directors from time to time.

(d) Other Reserves which shall involve the control over funding and charges against any other reserve funds which may be approved by the Board of Directors from time to time.

(e) Investments which shall involve the control over investment of reserve funds, and such other funds as may be deemed suitable for investment temporarily by the Treasurer, only with institutions, the accounts of which are insured by an agency of the United States of America or, at the discretion of the Treasurer, invested in obligations of, or fully guaranteed as to principal by the United States of America.

(f) Improvements to Common Areas (i.e., betterments) which shall involve the control over funds to be used for capital expenditures for additional improvements that will become part of the common elements. Assessments for or appropriation of and expenditures from this fund in excess of two and one-half percent (2½%) of the annual budget shall require prior approval of a majority of the eligible voters in the Council of Co-Owners.

Section 2. The Budget. The Board of Directors shall prepare and adopt a budget for each calendar year that shall include estimated costs of operating the Condominium project and services furnished as well as to fund all reserves established by the Board of Directors.

(a) Budget Content. The budget shall be in a format consistent with the classifications in the accounts of the Council of Co-Owners and shall provide sufficient estimates, on a monthly basis, to permit comparison to and analysis of deviations from the various periodic financing reports of The Actual result of operations and financial position for corresponding periods in accordance with generally accepted accounting principles.

(b) Contingencies and Reserves. The budget shall provide for contingencies and reserves as established by the Board of Directors.

(c) Co-Owner Hearing. A special meeting of the Co-Owners may be called by the Board of Directors, in its discretion, during the month of November of each year, but no later than November 20 of each year, for the sole purpose of hearing the views of interested Co-Owners regarding the proposed budget for each calendar year. The Board of Directors shall give notice of this special hearing to the Co-Owners at least seven (7) days prior to The Actual hearing, but in no event later than October 31. Notice to Co-Owners shall include a summary of essential information from the proposed budget. No other business may be transacted at such hearing, and the Board of Directors shall not be required to approve the budget, in whole or in part, at that hearing.

(d) Failure to Determine Budget. Notwithstanding the foregoing subsections hereof, in the event the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined and adopted, the budget and assessments in effect for the current year shall continue for the succeeding year.

Section 3. Regular Assessments. The total amount of the estimated funds required for the operation of the Condominium together with provisions for reserves, both as set forth in the budget for the calendar year adopted by the Board of Directors, shall be assessed against each Co-Owner in proportion to his or her respective percentage interest in the common elements, and shall be a lien against each unit as provided in Section 55-79.84 of the Condominium Act. The assessment shall be payable in twelve (12) equal monthly installments on or before the first day of each month in the calendar year. If the common expenses are anticipated to be insufficient during the course of a calendar year by reason of any changed circumstance, the monthly installments may be adjusted at any time by the Board of Directors.

Section 4. Acceleration of Assessment Installments Upon Default. If a Co-Owner shall be in default in the payment of an installment upon an assessment, including but not limited to, the monthly installment based on the annual budget, the Board of Directors may accelerate the remaining installments of the assessment and then the entire unpaid balance of the 'assessment shall come due. Such accelerated amount shall also be a continuing lien and obligation of such Co-Owner in all respects as provided in Section 6 of this Article IX.

Section 5. Special Assessments. In addition to the regular assessments authorized by this Article IX of these Bylaws, the Board of Directors may levy in any assessment year-a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment which is designed for the purpose of new construction or expanding or enlarging any existing capital improvement shall first have the approval in writing of not less than a majority of the Co-Owners entitled to cast votes. A special assessment shall become effective and it shall be due after thirty (30) days' notice in such manner as the Board of Directors may direct.

Section 6. Lien for Assessments.

(a) The total annual assessment of each Co-Owner for common expenses or any special assessment made pursuant to these Bylaws is hereby declared to be a lien levied against the unit of such Co-Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each calendar year of the Condominium and, as to special assessments, on the first day of the next month which begins more than thirty (30) days after delivery to the Co-Owner of notice of such special assessment. The Board of Directors may file or record such other or further notice of any such lien, or such other or further documents, as may be required by Section 55-79.84 of the Condominium Actor by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the Board of Directors, acting on behalf of the Council of Co-Owners. While such a suit is pending, the Co-Owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

(c) A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may recover a money judgment.

(d) All reasonable costs, including reasonable attorney's fees, incurred by the Council of Co-Owners in connection with the filing of any lien, the foreclosure of any lien, or suit to enforce any lien, shall be paid by the Co-Owner prior to the release of the lien.

Section 7. Collection of Assessments. The Board of Directors shall take such prompt action as may be necessary to collect any assessments for common expenses or any installments thereof due from any Co-Owner which remain unpaid beyond the due date, including, but not limited to, the following:

(a) Upon failure by a Co-Owner to pay any assessment or any installment thereof within ten (10) days after it is due, the delinquent Co-Owner shall be liable for a late fee in an amount to be established by the Board of Directors, such late fee not to exceed ten percent (10%) of the delinquent assessment amount or installment thereof. No more than one late fee will be charged against any one installment. The return of a check by a bank for insufficient funds shall be deemed a nonpayment and the Co-Owner whose check was returned shall be liable for the late fee referred to in this Section 7(a) of this Article VIII of these Bylaws.

(b) Upon default by a Co-Owner in the payment of any assessment or any installment thereof which continues more than sixty (60) days, the Council of Co-Owners may bring an action at law against the defaulting Co-Owner, or foreclose the lien against the unit or units then belonging to said Co-Owner, in either of which events interest, costs and reasonable attorney’s fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

(c) The Board of Directors shall establish such additional procedures as may be necessary for the collection of delinquent assessments or installments thereof including, but not limited to, the collection of interest from the due date in an amount not to exceed twelve percent (12%) or the then legal rate of interest, whichever is higher, on assessments or installments which remain unpaid for thirty (30) days or more beyond the due date.

(d) The foregoing remedies shall be in addition to, and not in the derogation of, the lien declared in Section 6 of this Article IX and Section 55-79.84 of the Condominium Act.

Section 8. The Depository of Funds. The depository of the Council of Co-Owners shall be such bank or banks and savings and loan associations (insured by an agency of the United States of America) as shall be designated from time to time by the Board of Directors and in which the monies of the Council of Co-Owners shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the managing agent or any officer authorized by the Board of Directors, provided that all checks for more than Two Thousand Dollars ($2,000.00) shall be signed by at least two authorized signatories.

Section 9. Audit. The accounts of the Council of Co-Owners shall be audited annually by a Certified Public Accountant, selected by the Board of Directors at its regular meeting in October of each year. The Treasurer, in concert with the finance committee, if one has been appointed, shall recommend a Certified Public Accountant for the consideration of the Board of Directors in September each year. A copy of the annual audit report and all accompanying financial statements of the Council of Co-Owners shall be made available to each Co-Owner, after due notice of their availability, no later than April 30 of each year following the year for which the audit has been made.

Section 10. Tax Returns. The Colonies' certified public accountant, at the expense of the Council of Co-Owners, shall prepare all United States and Virginia Income Tax Returns of the Council of Co-Owners for approval of and execution by the Treasurer.

Article X
Restrictions on Use of Units and Condominium

Section 1. Restrictions on the Use of Units and the Condominium. The use of the Condominium and units therein is subject to the following restrictions:

(a) Co-Owners and residents shall obey and abide by all laws, ordinances, zoning and other governmental regulations and all applicable rules and regulations adopted by the Board of Directors.

(b) Co-Owners and residents shall occupy units exclusively for private residential purposes, unless other uses are temporarily permitted by the Board of Directors.

(c) Co-Owners and residents shall avoid activities which interfere with the peaceful possession and proper, use of the condominium by all residents and shall exercise reasonable care to avoid unnecessary noise and disturbance of other residents, including excessive noise from the use of musical instruments, radios, televisions and amplifiers.

(d) Co-Owners and residents shall maintain their respective units in a decent, safe, and sanitary condition; shall deposit refuse and trash in bins and places designated for such purposes; and shall use common elements only for the purposes for which they are reasonably suited and for purposes which are incident to the use and occupancy of the units.

(e) No Co-Owner or resident shall use the condominium, its common elements, or any unit for any unlawful, immoral or improper purpose or for business or commercial activities.

(f) No Co-Owner or resident shall use any common element or use or maintain any unit in a manner which may increase the rate of insurance payable by the Condominium or which may result in the cancellation of insurance thereon, unless such activity is approved in advance in writing by the Board of Directors.

(g) No Co-Owner or resident shall make any structural alteration in any common element or in any unit; or install wiring for electrical or telephone installation, television antenna, or other equipment which protrudes through the walls or the roof of any building; or change the exterior appearance of any entrance door to any unit unless such alteration, installation or modification is approved in advance in writing by the Board of Directors in accordance with the procedures established in the Bylaws, but this provision shall not prevent a Co-Owner or resident from making repairs, redecorating, or installing such fixtures as may be appropriate within a unit.

(h) No Co-Owner or resident shall place or cause to be placed in any common element used by other residents any objects or packages of any kind (including bicycles and furniture); nor place or post any signs or posters of any kind in or on the condominium or any of its units; nor hang or spread any object from any window or from the exterior of any common element or unit.

(i) No Co-Owner or resident shall director engage any employee of the condominium or any private business of such Co-Owner, resident or lessee during said employee's working hours, nor direct, supervise or in any manner attempt to assert control over any such employee during said employee's normal working hours.

(j) No Co-Owner or resident shall keep any animal, including common household pets, on the Condominium property or within any unit unless such Co-Owner or resident receives advance approval in writing from the Board of Directors and unless such Co-Owner or resident agrees in writing:

(1) to keep and maintain said animal in a responsible manner,

(2) to comply with all rules and regulations related thereto as may be adopted by the Board of Directors, and

(3) to pay any assessments ordered by the Board of Directors for the violation of said rules and regulations and reasonable charges for special identification tags.

Article XI
Charges and Sanctions for Violations

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in The Declaration and these Bylaws. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the units and the common elements and shall give notice of any and all rules adopted by the Board to all Co-Owners in a manner to be determined by the Board.

(a) The Board of Directors shall have the authority to assess charges against any Co-Owner or other occupant of a unit or to suspend any Co-Owner's or other occupant's right to use the common elements, or to suspend any Co-Owner's right to vote as a result of any violation of any duty imposed by The Declaration, these Bylaws, or any Rules and Regulations duly adopted hereunder. Nothing herein contained shall be construed to limit the Council's right to any other additional remedies at law or equity available to it to enforce The Declaration, the Bylaws, or the Rules and Regulations of the Council. The remedy contained herein shall be construed as cumulative of the Council's other remedies available to the Council.

(b) The Board of Directors shall have the discretion to delegate its authority under this Section to a covenants committee of the Council of Co-Owners established by the Board.

Section 2. Procedure. The Board or duly appointed covenants committee shall not assess a charge against any Co-Owner or other occupant or suspend any Co-Owner's or other occupant's right to use the common elements or suspend any Co-Owner's right to vote as a result of any violation of a rule for which such Co-Owner or other occupant, or his or her family, guests, or other invitees are responsible unless and until the following procedure is followed:

(a) Hearing.

(1) A Co-Owner or other occupant shall be given an opportunity to be heard and shall have the right to confront his or her accuser;

(2) A Co-Owner or other occupant shall have the opportunity to be represented by counsel, the cost of which shall be solely the Co-Owner's or other occupant's responsibility;

(3) The hearing shall be held in executive session, unless a hearing open to the public is requested by the alleged violator and may be held by either the Board of Directors or by a duly

appointed covenants committee appointed for that purpose pursuant to the provisions of these Bylaws. However, the presiding officer may close the hearing to the public when he or she determines that a public session is interfering with the orderly conduct of the hearing;

(4) The hearing need not be conducted according to legal rules as to evidence and witnesses. Any relevant evidence shall be admitted, if it is of a nature that an ordinary, prudent person would rely on it, regardless of the existence of any common law or statutory rule which renders such evidence inadmissible in civil actions. Hearsay evidence may be used for supplementing or explaining other evidence but shall not be sufficient in itself to support a decision;

(5) At the beginning of the hearing, the presiding member of either the Board of Directors or duly appointed covenants committee shall explain the rules and procedures by which the hearing is to be conducted; and

(6) At a hearing before the Board, the Secretary shall keep minutes of the hearing, and the presiding member of the Covenants Committee shall appoint a committee member to keep minutes of a hearing before the Covenants Committee. The alleged violator may request that a recording of the proceedings be made and may have a verbatim transcript of the hearing prepared at his/her own expense.

(b) Notice. At least fourteen (14) days in advance of such a hearing, notice of such hearing shall be hand delivered or mailed by Registered or Certified United States mail, Return Receipt Requested, to such Co-Owner or other occupant at the address of his respective unit and to such other addresses as any of them may have designated to the Board. Such notice shall include the name of the accuser, nature of the complaint, and the date, time and nature of the alleged wrongful act.

(c) Maximum Charges. The amount of any charges assessed by the Board at such hearing shall not exceed Fifty Dollars ($50.00) for a single offense or Ten Dollars ($10.00) per day for any offense of a continuing nature, or the maximum amounts allowed by law, whichever shall be greater.

(d) Unpaid Charges Treated as Lien. The Council of Co-Owners shall have a lien on a Co-Owner's unit for an unpaid charge assessed by the Board for a rule violation.

(e) Board Review. In the event that the hearing is conducted by a Covenants Committee, the Board may elect, upon application of the violator to review the decision of the hearing panel and affirm, amend or reverse any decision as the Board, in its discretion, deems meet and proper. Any such action by the Board shall be entered in the minutes of the meeting at which such action was taken and shall be considered as final. The violator must request such review within thirty (30) days from the date of the decision rendered by the Covenants Committee.

(f) Decisions are Final. In the event the hearing is conducted by the Board, the decision of the Board of Directors at such a hearing shall constitute final action by the Council of Co-Owners of The Colonies Condominium.

(g) Effect of Failure to Enforce Provision. The failure of the Council to enforce a provision of The Declaration, these Bylaws or r u l e s or regulations on any decision is not a waiver of the right to enforce the provision on any other occasion.

Section 3 Legal Proceedings. Failure to comply with The Act or any of the terms of The Declaration, these Bylaws and the rules and regulations by any Co-Owner, Lessee, or other occupant shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Council of Co-Owners, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Co-Owner and shall not constitute an election of remedies.

Section 4. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Co-Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

Section 5. Additional Liability. Each Co-Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglector carelessness or The Act, neglector carelessness of any member of his family or his employees, agents, lessees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in Casualty Insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Article XII
Leases and Resales

Section 1. Limitations on Leases.

(a) Short-Term Leases and Sub-Leases. All leases shall be for a minimum period of at least (1) year and sub-leases are prohibited. However, the Board of Directors shall have the power to grant a written exemption from the requirements of this paragraph to a Co-Owner who desires to rent his or her unit for a shorter period or to sub-lease a unit. The Board shall, in its discretion, make a case-by-case determination in response to any written request submitted by a Co-Owner. Each such request shall state with particularity the reasons for the request for exemption.

(b) Number of occupants. All leases shall specify that the number of occupants l i v i n g in a unit will not exceed the limitations established by Fairfax County.

(c) General Restrictions. Units may be rented only in their entirety, no fraction or portion of a unit may be rented, and no transient tenants may be accommodated therein.

(d) Required Lease Terms. The Board of Directors, on behalf of the Association, may require all Co-Owners to insert certain required provisions in the lease or to attach an addendum to the lease containing certain required provisions consistent with the Condominium Act, The Declaration and these Bylaws.

(e) Copy of Lease. Any Co-Owner who leases his or her unit must supply an executed copy of such lease and shall include the name or names of the occupants, their place or places of employment and their respective telephone numbers, together with such additional information as may be necessary to contact such lessees, if necessary, In addition, the Co-Owner must provide the Board with such general information about the lessee as the Board may reasonably require.

(f) Signatories. Leases shall be signed by the person or persons who will occupy the unit. No unit shall be leased by any Co-Owner to legal entities (i.e., corporations, companies, partnerships, embassies, or any other entity which by its nature will not enable it to personally occupy the unit) unless such Co-Owner requests, in writing, an exemption from this prohibition and the Board of Directors grants such an exemption. The Board of Directors shall not unreasonably withhold approval of such request, if the Co-Owner demonstrates satisfactorily that the provisions of the Condominium Instruments will be followed. In the event that the Board fails to approve or disapprove such a request within forty-five (45) days from receipt, such exemption shall be deemed to be approved.

(g) <u>Governing Documents to Lessee</u>. The Co-Owner must make available to the tenant copies of the Condominium documents, including The Declaration, these Bylaws and Rules and Regulations duly adopted by the Board. The Board of Directors shall make available for copying a complete set of said documents upon request of any Co-Owner. The cost of copying shall be borne by the Co-Owner.

(h) <u>Fining</u>. Co-Owners may be assessed charges, penalties or fines which result from infractions by their tenants of The Act, The Declaration, these Bylaws or other Rules and Regulations as established by Policy or Administrative resolutions, duly adopted by the Board of Directors in accordance with Section 55-79.80 of The Act.

(1) <u>Obligations of Co-Owners and Lessees</u>. Co-Owners shall at all times be responsible for the care and maintenance of their units in a manner compatible with other units of the Condominium and shall require in each lease that all lessees and/or occupants (including guests) comply with all Rules and Regulations of the Condominium. Lessees and/or occupants shall be personally responsible for any assessable charges imposed for personal actions or activities in violation of the Condominium Instruments or the Rules and Regulations as established Administrative Policy or Resolutions duly adopted by the Board of Directors.

Section 2. <u>No Severance of Ownership</u>. No unit owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his or her unit without including therein the undivided interest of such unit in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests in the common elements of any unit may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of a sale, lease, transfer, gift, devise, or other disposition of the unit to which such interests are appurtenant, or as part of the sale, lease, transfer, gift, devise, or other disposition of such part of the interests in the common elements of all units.

Section 3. <u>Certificates for Resale</u>.

(a) <u>Status of Unpaid Assessments</u>. Any Co-Owner or purchaser of a unit, having executed a contract for the disposition of a unit, shall be entitled upon request to a certificate setting forth the amount of unpaid assessments currently levied against that unit. The request must be in writing and directed either to the President of the Council or managing agent for the Council. Such certificate shall be furnished or made available within five (5) business days from receipt of such a request. Payment of a fee in the amount of either Ten Dollars ($10.00) or the maximum amount allowed by law, whichever is greater, shall be required as a prerequisite to issuance of such a certificate.

(b) <u>Statement Concerning any Rights of First Refusal or Other Restraints on Free Alienability</u>. Any Co-Owner or purchaser of a unit shall be entitled upon request to a certificate regarding any waiver of, or failure or refusal to exercise any rights, first refusal or other restraints on free alienability of the Condominium units, in all cases where such waiver, failure, or refusal does in fact occur. Such certificate shall be furnished within ten (10) days from receipt of such a request by the Board of Directors, or a duly designated agent or the managing agent. Payment of a fee in the amount of either Twenty-Five Dollars ($25.00) or the maximum amount allowed by law, whichever is greater, shall be required as a prerequisite to issuance of such a certificate.

(c) General Resale Certificates. In the event of any resale of a Condominium unit by a Co-Owner, the Board of Directors or a duly designated agent or the managing agent shall, upon receipt of a written request by such Co-Owner, furnish to such Co-Owner, within the time period prescribed by The Act, the following information:

(1) A statement of any Capital Expenditures anticipated by the Council within the current or succeeding two (2) fiscal years;

(2) A statement, including the amount, of all assessments and any other fees or charges currently imposed by the Co-Owners' Association and associated with the purchase, disposition and maintenance of the Condominium unit and the use of the common elements;

(3) A statement of the status and amount of any Reserves for Capital Expenditures, Contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Board of Directors;

(4) A copy of the Statement of Financial Condition of the Council for the then most recent Fiscal Year for which such statement is available and the current operating budget, if any;

(5) A statement of the status of any pending suits or any judgments to which the Council is a party;

(6) A statement setting forth what insurance coverage is provided for all Co-Owners by the Council and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the unit and its contents, and what additional insurance coverage would normally be secured by each individual Co-Owner;

(7) A statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior Co-Owner are not in violation of the Condominium Instruments; and

(8) A copy of the current Bylaws and Rules and Regulations of the Council as amended from time to time.

Payment of a fee in the amount of either Fifty Dollars ($50.00) or the maximum amount allowed by law, whichever is greater, shall be required of the Co-Owner requesting such statements as a prerequisite to issuance of such statements.

(d) Subsequent Certificates to Purchasers. When more than sixty (60) days have elapsed between the contract date of the disposition and the date of settlement on a Condominium unit, the purchaser of such unit may submit a copy of the contract to the Board of Directors with a request for assurance that any previously furnished statements covered in subsections (a), (b), and (c) hereof, remain materially unchanged, or, if there have been material changes, a statement specifying such changes. Such assurances shall be provided to a purchaser within ten (10) days of the receipt of such request by the Board. Payment of a fee in the amount of either Fifty Dollars ($50.00) or the maximum amount allowed by law, whichever is greater, shall be required of the purchaser requesting such assurances as a prerequisite to issuance of such assurances.

(e) Limitation on Fees. When a Co-Owner shall request statements as set forth in subsections (a), (b), and (c) hereof, the total fee for such statements shall not exceed either Fifty Dollars ($50.00) or the maximum amount allowed by law, whichever is greater.

Article XIII
Amendments

Section 1. Bylaw Amendments. Except as otherwise may be specified in these Bylaws or The Act, these Bylaws may be modified or amended either (i) by the affirmative vote of Co-Owners of units to which at least two-thirds (2/3) of the votes in the Council appertain, either in person or by proxy, at any regular or special meeting duly called for that purpose, or (ii) pursuant to a written instrument duly executed by eligible Co-Owners of units to which at least two-thirds (2/3) of the votes in the Council appertain, and certified by the Secretary of the Council that the requisite percentage of Co-Owners have executed the amendment. A special meeting of the Council of Co-Owners shall be called by the Board of Directors to consider amending the Bylaws when a written request is submitted to the Board of Directors at a regularly scheduled meeting of the Board of Directors, provided that the written request specifically states the proposed amendment or amendments, and has been signed by at least fifty (50) Co-Owners who are eligible to vote.

Article XIV
Mortgages

Section 1. Notice to Board. A Co-Owner who mortgages his or her unit shall notify the Board through the managing agent of the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Board, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid assessments or any other default by the Co-Owner of the mortgaged unit.

Section 3. Notice of Default. The Board shall give written notice to a Co-Owner of any default by the Co-Owner in the performance of any obligations under The Act or Condominium Instruments, and, if such default is not cured within sixty (60) days, shall promptly send a copy of such notice to each holder of a mortgage covering such unit whose name and address has been furnished to the Board.

Article XV
Miscellaneous

Section 1. Notice. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if deposited in the U.S. Mail with sufficient first-class postage pre-paid:

(a) If to a Co-Owner, at the address of the unit of such Co-Owner or, if other than the unit, at the address which the Co-Owner has designated in writing and filed with the Board of Directors; or

(b) If to the Council of Co-Owners, the Board of Directors, or the management agent, at the principal office of the Council of Co-Owners or the management agent, if any, or at such other address as shall be designated by the notice in writing to the Co-Owners pursuant to this Section.

Section 2. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender and Grammar. Reference to the masculine gender shall be deemed to include the feminine gender, wherever same may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place in which the context may require substitution.

Section 4. Conflicts. In the event of conflicts between the Condominium Act, The Declaration, and these Bylaws, The Act and The Declaration shall control, in that order.

Section 5. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 6. Books and Records. All Co-Owners of the Council of Co-Owners and each first mortgagee shall, upon written request, be entitled to inspect, in accordance with The Act, all books and records of the Council of Co-Owners during normal business hours at the office of the Council of Co-Owners or other place designated reasonably by the Board of Directors as the depository of such books and records. Books and records of the Council of Co-Owners are to be kept in a location as may be prescribed by The Act.

Section 7. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

IN WITNESS WHEREOF, the undersigned officers of The Council of Co-Owners of The Colonies Condominium at McLean, and the below signed co-owners in The Council of Co-Owners of The Colonies Condominium at McLean, hereby certify that the Amendment was duly adopted by the Council of Co-Owners and its members pursuant to the terms of the Bylaws and the Condominium Act of the Commonwealth of Virginia.

THE COUNCIL OF CO-OWNERS OF
THE COLONIES CONDOMINIUM
AT McLean

By: April Raney
President

Attest: [signature]
Secretary

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COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that April Ramey, known to me (or satisfactorily proven) to be the person named as the President of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in McLean, Virginia, Fairfax County and as President, as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A Carlton
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A. Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that Sonja Mc Keigh, known to me (or satisfactorily proven) to be the person named as the Secretary of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in Mc Lean Virginia Fairfax County and as Secretary as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A. Carlton
NOTARY PUBLIC

CERTIFICATE OF THE COUNCIL OF CO-OWNERS OF THE COLONIES CONDOMINIUM AT MCLEAN, SECRETARY

In accordance with Section 55-79.49 of the Virginia Condominium Act, Code of Virginia and in accordance with Paragraph 6 (b) (1), of The Council of Co-Owners of The Colonies Condominium at McLean Bylaws, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this certificate is attached was approved by co-owners having not less than sixty-six and two-thirds percent (66 2/3%) or more of the vote at a regular or special meeting, and by not less than sixty-six and two thirds percent (66 2/3%) of the Board of Directors. The Colonies Condominium at McLean is located in Fairfax County, Virginia, and the Declaration applicable to The Colonies Condominium at McLean is recorded among the land records of Fairfax County in Deed Book 3742 at Page 29 and as subsequently amended. This certificate is recorded for the purpose of conforming to Section 55-79.49 of the aforementioned Act and hereby accompanies the amendments to the Bylaws for The Council of Co-Owners of The Colonies Condominium at McLean.

By: ______________________
Secretary of The Council of Co-Owners of The Colonies Condominium at McLean

Attest: ______________________
President

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TO WIT:

On this 6th day of May, 1986, before me Opril Ramey, the undersigned, personally appeared the President of The Council of Co-Owners of The Colonies Condominium at McLean, Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carole A. Carlton
NOTARY PUBLIC

My Commission Expires: November 22, 1988

TO WIT:

On this 6th day of May, 1986, before me Sonja McHugh, the undersigned, personally appeared the Secretary of The Council of Co-Owners of The Colonies Condominium at McLean, Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carole A. Carlton
NOTARY PUBLIC

My Commission Expires: November 22, 1988

RECORDED W/CERTIFICATE ANNEXED
1986 MAY -7 PM 1:47
FAIRFAX COUNTY, VA.
TESTE:

45

ARTICLES OF INCORPORATION
OF THE COUNCIL OF CO-OWNERS OF
"THE COLONIES" CONDOMINIUM

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia and to that end set forth the following:

1. The name of the corporation is to be THE COUNCIL OF CO-OWNERS OF “THE COLONIES” CONDOMINIUM.

2. The purposes for which the corporation is formed are:

a. To provide an entity for the operation of the condominium project located in Fairfax County, Virginia, on land particularly described in the Master Deed of "The Colonies" Condominium recorded among the land records of said County in Deed Book 3742 at Page 29 ("the Master Deed"), and on any other land added to the condominium as provided in The Master Deed.

b. To provide a non-profit entity that will operate for the purpose of bringing about civic betterment and social improvements in its community as well as act to protect and preserve the property values of the community and perform with the aim in mind that it act not for an individual's benefit, but rather for the common good of the community.

c. The corporation shall have the power to do all and everything necessary, suitable, and proper for the accomplishment of the foregoing purpose and to exercise all of the powers granted to a Council of Co-owners by the Virginia Horizontal Property Act (Sections 55-79.1 to 55-79.38, Code of Virginia, 1950 as amended) and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid powers provided the same be not inconsistent with the laws under which this corporation is organized or under the said Horizontal Property Act.

3. Members.

a. The corporation shall have one class of members which shall consist of all of the record owners of the apartments in the condominium. In the event of termination of the condominium, the members shall consist of those who are members at the time of such termination and their successors and assigns.

b. A member's share in the funds and assets of the Council of Co-Owners cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment and in accordance with the provisions of the Master Deed and the By-laws of the corporation.

c. Each member shall be entitled to cast one vote either in person or by proxy at all meetings of the members for each apartment owned by him.

4. The affairs of the corporation will be managed by a Board of Directors consisting of the number of directors determined by the By-Laws. Except for the members of the initial Board of Directors or persons appointed to fill vacancies therein prior to the first election of Directors by the members, directors must be members of the corporation.

5. a. The initial Board of Directors shall consist of three directors who shall be employees of L. B. Nelson Corporation of Virginia, and whose names and addresses are:

James H. Rosenberg	Robert L. McIntyre, Jr.	C. P. Pryor
5401 Westbard Avenue	15715 Presswick Lane	6311 Rebel Lane
Bethesda, Maryland 20016	Bowie, Maryland	Alexandria, Virginia

b. This initial Board of Directors shall hold office until the first annual election of directors which shall be held as soon as the Developer has sold and conveyed all of the apartments in the condominium, including those added to the condominium by any amendments of the Master Deed. Within a reasonable time after the sale and conveyance of all apartments, the initial Board of Directors shall cause a meeting of the members to be held for the purpose of electing the Board of Directors to serve for the ensuing year.

c. If an apartment is owned by more than one person, the person entitled to cast the votes for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Council of Co-owners. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President of the corporation and attested to by the Secretary or Assistant Secretary thereof and filed with the Secretary of the Council of Co-owners. Such certificate shall be valid until revoked or superseded in writing by a subsequent certificate or until the ownership of the apartment is changed. If such a certificate is not on file, such owner shall not be entitled to vote nor shall he be counted in determining whether a quorum exists.

6. The address of the initial registered office of the corporation is 4085 University Drive, Fairfax, Virginia 22030, in the City of Fairfax, and its initial registered agent is Wm. C. Bauknight who is a resident of Virginia, a member of the Virginia State Bar, and whose business office is the same as that of the registered office of the corporation.

7. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, provided that no indemnification shall be made if the threatened, pending or completed action or suit is by or in the right of the corporation in respect to any claim, issue or matter as to which such person shall have been adjudged by a court of competent jurisdiction to be liable for gross negligence or willful misconduct in the performance of his duty to the corporation.

8. The duration of the corporation is to be perpetual.

GIVEN under our hands this ________ day of __________________, 1972.

/s/ James H. Rosenberg

/s/ Robert L. McIntyre, Jr.

/s/ C. P. Pryor

These Articles of Amendment are adopted by the Council of Co-owners of The Colonies Condominium, Inc., a non-stock corporation, pursuant to the provisions of Section 13.1-237, Code of Virginia (1950), as amended.

(a) The name of the corporation is Council of Co-owners of The Colonies Condominium, Inc.

(b) The amendment adopted is as follows:

The first sentence of sub-paragraph 5.b. of the Articles of Incorporation is deleted and there is substituted therefore the following:

This initial Board of Directors shall hold office until the first annual election of directors which shall be held, at a time and in the manner as prescribed in the By-laws, after the Developer has sold and conveyed seventy-five percent (75%) of the apartments in the condominium, including those added to the condominium by any amendments to the Master Deed.

(c) The date of the meeting of the Board of Directors at which the amendment was found to be in the best interest of the corporation and directed to be submitted to the vote of the members was January 30, 1978; the date that notice was given to each member entitled to vote was February 9, 1978, in the manner prescribed by Section 13.1-214, Code of Virginia (1950), as amended; a quorum was present at the meeting and the amendment received one hundred percent (100%) of the votes entitled to be cast by the members present or represented by proxy at the meeting.

COUNCIL OF CO-OWNERS OF THE
COLONIES CONDOMINIUM, INC.

BY: /s/ George J. McGaffigan
President

ATTEST:

/s/ James A. Moore
Secretary

STATE OF VIRGINIA

COUNTY OF FAIRFAX to wit:

Appeared before me this day, George J. McGaffigan, President of the Council of Co-owners of The Colonies Condominium, Inc., who, after being duly sworn made oath that the foregoing Articles of Amendment are true and correct to his best knowledge and belief.

GIVEN under my hand this 3rd day of March, 1978. My commission expires February 16, 1982.

/s/ Emily S. Woodworth
Notary Public

RVSD 6/13

RULES AND REGULATIONS OF THE COLONIES CONDOMINIUM

PART I –GENERAL

The Rules and Regulations of The Colonies Condominium have been compiled and condensed from The Colonies condominium instruments (Articles of Incorporations, Declaration and Bylaws), as well as from Policy, Administrative and other resolutions adopted by the Board of Directors of the Council of Co-owners.

The Council of Co-owners is composed of all owners of units at The Colonies and meets at least annually for election of the Board of Directors, which thereafter represents the Council and governs the affairs of the condominium.

Wherever in these Rules and Regulations there is a reference to "co-owners" or "residents" such terms shall apply to the co-owners of any Colonies' unit and to their tenants, if any, as well as to any guests, invitees or licensees of said co-owners and/or residents.

Wherever there is conflict, difference, confusion, or ambiguity as between these Rules and Regulations and the documents from which they were drawn, the condominium instruments shall govern.

1. **Compliance**: In the use of the units and the common elements of the condominium, co-owners and residents shall obey and abide by all valid state and/or county laws, ordinances, zoning and other regulations affecting the same as well as the condominium instruments and all applicable rules and regulations adopted by the Board of Directors.

2. **Private Use:** All units shall be used exclusively for private residential purposes, except for such temporary other used approved as are in writing by the Board of Directors from time to time. No activity shall be done or maintained in any unit or upon any of the common elements which is not in conformity with the zoning regulations of Fairfax County and no business or commercial activity of any kind shall be done or maintained in any unit or on any common elements.

3. **Unlawful Use:** No unit and no portion of the common elements of the condominium , co-owners may be used for any unlawful , immoral or improper purpose.

4. **Structural Alterations:** No structural work of any kind is to be done the exterior of buildings or the interior boundary walls thereof by co-owners or residents.

5. **Protrusions:** No awnings, air-conditioners, wiring for electrical or telephone installation, television antennas, or other equipment, shall be installed by the owner which protrudes through the windows, walls, or roof of any building.

6. **Solicitors:** Solicitors of any kind are not permitted on the grounds.

7. **Assessments:** Assessments are due on the first day of each month and are payable at the Administrative Office or at such place(s) as the Board of Directors may designate. Additional charges will be levied on payments received after the tenth of the month when due. Assessments will be collected as provided in the Bylaws and the Assessment Resolution as adopted by the Board of Directors.

8. **Leases:** All leases must be in conformity with the condominium instruments of The Colonies Condominium and must be approved by the Board of Directors pursuant to Article XII of the Bylaws. No portion of the unit other than the entire unit shall be rented and no transient tenant may be accommodated therein.

9. **Move-in and Move-out Procedures:** Moves into, out of, or within The Colonies require (a) prior written permission, (b) proof of ownership or tenancy, (c) use of elevator pads, and (d) payment of such charges as may be fixed by the Board of Directors. Moves on Monday through Friday may not begin before 8 a.m. and should be complete by 7 p.m. No moves and/or deliveries may be scheduled on Sunday or Federal Holidays.

10. **In-Unit Services:** The Colonies "In-Unit Services Program" is available to all Co-owners, provided they are not delinquent in payments to The Colonies.

11. **Pets:** No pet shall be kept or maintained on The Colonies premises without the prior written approval of the Board of Directors. Application shall be submitted on Exhibit A "Pet Registration and Application Form". Exhibit A attached.

Prior written approval of the Board of Directors shall be deemed granted if criteria established by the Board of Directors are satisfied when Exhibit A, "Pet Registration Application Form" is submitted, if the criteria are not satisfied, a unit owner or resident must petition the Board of Directors for approval before any pet may be kept or maintained on The Colonies premises. (Policy Resolution I-B-8, Pet Policy.)

12. **Parking/Vehicles:** Requirements as to parking and vehicles at The Colonies are as follows:

   a. **Legal Requirement:** All vehicles parked in the general common elements must comply with state and county ordinances and must display current State license tags, current State inspection stickers, and required stickers of local jurisdictions.

   b. **Colonies' Requirements**: Vehicles of Co-owners and residents must display a Colonies parking sticker, as distributed and recorded by Management, on all vehicles.

   c. **Restrictions**: (1) Except as specifically designated by the Board of Directors, garage and outside parking spaces are for approved motor vehicles only. Other restricted vehicles may be parked in designated areas. (2) Vehicles may not be parked so as to block sidewalks or driveways or encroach upon fire lanes or lawns or landscaping. (3) Washing of vehicles is restricted to designated areas and times. (4) Repairs, servicing and painting of vehicles are assigned garage parking spaces or on the general common elements is prohibited. (Minor adjustments such as changes of tires, batteries, spark plugs, etc., are permitted). (5) Oil shall not be drained from vehicles; all oil spills and leaks must be cleaned up. (6) No signs, initial or other additions or alteration to parking spaces is permitted. (7) Vehicles must be kept in operational repair. Any vehicle with flat tires, removed wheels or which otherwise appear to have been abandoned or appears to be inoperable shall be deemed in violation of the rules and regulations.

   d. **Violations:** Violations of The Colonies rules on vehicles may result in towing or booting of the vehicle at the owner's sole risk and expense, imposition of penalties and/or other legal steps. (Policy Resolution No. I-B-6).

13. **Storage Facilities**: Any Co-owner or resident at his sole risk and without liability or responsibility on the part of the Council of Co-owners, may use his assigned storage space for its intended purpose. The Council shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Items stored in storage space must comply with county ordinances.

14. **Personal Property**: All personal property placed in any portion of the buildings or any appurtenant thereto or in any automobile or other motor vehicle while it is on the property shall be at the sole risk of the owner and the Council shall in no event be liable for the loss, destruction, theft or damage to such property.

15. **Hallways**: No bicycles, furniture, packages or objects of any kind shall be placed in public hallways, stairwells, lobbies or other common elements except as authorized by the Board of Directors. The public hallways and walkways shall be used for no purpose other than for normal transit through them.

16. **Garbage and Trash**: All garbage and trash must be placed in the trash chute or other designated receptacles and shall not be placed on the floor of the trash room or garage areas. No containers or bags of whatever kind are permitted to be placed in public halls or common areas for collection. No animal or human waste materials (to include Kitty Litter/human medical refuse bags, etc.), matches, flammable objects, newspapers, or hangers shall be placed in the trash chute. Such items are to be placed in the trash dumpster located in the garage.

17. **Recycling**: Sorted newspaper, Bi-metal/steel food cans, glass food/beverage containers, plastic beverage containers and aluminum beverage cans should be rinsed and placed in the recycling centers located on Tremayne Place – Parking area between Building 7 & 9 , and between Buildings 10 & 13 and Provincial Drive – Parking area near Building 6

18. **Elevators**: Elevators shall be used for the passenger purposes intended and may be used for the carrying of freight only under the supervision of the Board of Directors, its employees or agents. Pets are not permitted in the elevators. Smoking is not permitted in the elevators (County Ordinance).

19. **Apartment Doors**: The exterior appearance of entrance doors to units shall not be changes without the prior written approval of the Board of Directors, including, but not limited to door knockers, peepholes, or paint color. Unit doors must be kept closed to prevent activation of the fire alarm, overtaxing the cool/heating system and to minimize cooking odors.

20. **Locked Apartment and Locks**: A charge will be made for opening by Management of any apartment door or storage area. No one shall have the right to install additional locks upon the exterior doors of the apartments or building premises, except locks which may be applied to the interior of unit doors and which may be locked from the inside.

21. **Signs**: No signs, advertisements, and posters of any kind shall be posted in or on The Colonies except as approved in writing by the Board of Directors.

22. **Windows**: Nothing shall be thrown out of the windows. The dusting of or shaking of mops, brooms or other articles or cleaning materials out of windows or exterior doors of the buildings is prohibited. Apartment windows must be kept clean and in good repair at all times. Sheets, blankets, and/or other materials shall not be substituted for conventional window treatments.

23. **Clothing, Laundry**: No clothing, laundry, rugs or wash or similar items shall be hung from or spread upon or from any window or exterior portion of a unit or in or upon any common element.

24. **Nuisances:** No nuisances shall be permitted in the condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of The Colonies by its residents.

25. **Noise:** Construction (sawing, hammering, etc.) is NOT permitted before 8:00 a.m., or after 5:00 p.m., and during weekends and holidays. (This does not preclude repairs deemed as emergency such as ruptured water pipes, ruptured water heaters, electrical fires, etc.) Extreme care shall be exercised to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Repeated excessive noise shall be deemed a nuisance.

26. **Waterbeds:** Installment and/or use of waterbeds on the premises is prohibited.

27. **Deliveries and Personal Services**: The Council of Co-owners and its employees and agents are not authorized to accept packages, keys, money (except condominium charges) or articles or services of any kind or description from or for the benefit of the residents and Co-owners. Small packages and keys will be accepted under exceptional circumstances. This does not include normal postal and UPS deliveries. If the same is left with the employees, it shall be at the sole risk of the resident or Co-owner (Employees are not permitted to sign for deliveries). The Council does not assume any responsibility for loss or damage in any such cases. Deliveryman or outside repairmen requiring entrance to a Co-owners/resident's unit or assigned storage area will not be admitted unless the Co-owner/resident has previously signed an authorization for admittance and left appropriate keys and instruction. "No deliveries are permitted on Sundays and Holidays, before 10:00 a.m. or after 7:00 p.m. on Saturday or before 8:00 a.m. or after 7:00 p.m. Monday-Friday." THE COUNCIL, ITS EMPLOYEES AND AGENTS DO NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS OR DAMGE THAT MAY ENSUE FROM THE ENTRY OF DELIVERY MEN OR OUTSIDE REPAIR PERSONNEL INTO THE OWNERS UNIT.

28. **Access to Units**: Owners and/or residents may authorize The Colonies Management to enter his/her apartment. To facilitate such entry, keys should be placed on file at the Administrative Office.

In an emergency situation Management may enter an apartment without specific prior authorization of the resident and, if necessary, without use of keys. If any expenses are incurred for entrance in an emergency situation, they are the responsibility of the Co-owner.

29. **Employees**: No-Co-owner or resident shall direct or engage any employee of The Colonies on any private business of such Co-owner or resident, on Colonies' property, nor shall he direct, supervise or in any manner attempt to assert control over any such employee during normal working hours.

30. **Gratuities**: Employees and agents of the Council of Co-owners are compensated for their services and no gratuities are to be given to them for specific services. This is not to preclude appropriate remembrances at various particular occasions.

31. **Use of Common Areas**: Common areas of buildings such as lobbies, halls, garage and water closets and other water and sewer apparatus shall be used only for the purpose intended. The cost of repairing any damage resulting from their misuse shall be borne by the Co-owner responsible for such damage.

32. **Hazardous Activities**: No activity shall be done or maintained in any unit or upon any common elements which may increase the rate or insurance of any unit or the common elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

33. **Landscaping and Waterscaping**: No person shall damage or permit damage to, theft of, or destruction or abuse of the landscaping or waterscape. No swimming or ice skating on the waterscape/pond is permitted.

34. **Recreational Facilities**: All persons using any of the recreational facilities do so only at their own risk and sole responsibility.

In general, a person may be admitted to the facilities under the following conditions:

(1) Upon presentation of his or her Facilities Pass
(2) As a guest, upon presentation of a Guest Pass, or when accompanied by the holder of a Facilities Pass.

Lost facilities passes may be replaced for a reasonable fee. Use of the recreational facilities may be suspended for violation of the rules and regulations for what facility.

Specifically, admission to the swimming pool, the tennis courts and the clubhouse shall be governed by the rules and regulations in force for that facility.

35. **Attire and Appearances**: All persons shall be properly attired when appearing in any of the following portions of the property: lobbies, hallways, stairwells, garages, elevators and any other public or common areas.

36. **Due Process**: Any person charged with violation of The Colonies; condominium intruments or these Rules and Regulations shall be entitled to a hearing before the Covenants Committee and/or the Board of Director's as the Board my determine.

37. **Inspection of Records**: Records, including the names and addresses of Co-owners of The Colonies may be inspected or copied by any Co-owner eligible to vote upon filing of a notice of intent to inspect, in writing, to the Board of Directors (a) at least 24 hours prior to the planned inspection and (b) specifying the records to be inspected. Such inspection shall be limited as to normal business hours.

38. **Playing, Bicycling and Skateboarding**: Playing/Bicycling is prohibited in the garages. Skateboarding is prohibited in garages, on parking lots, on sidewalks, on streets, in the pool area and on tennis courts.

PART II – SPECIFIC RULES

Clubhouse Facilities Rules

A. The clubhouse facilities are for the exclusive use of Co-owners (unless rights have been granted by the terms of the lease to the tenant).

B. Group activities by Co-owners or for Co-owners, including classes may be scheduled by arranging for such activities with the Administrative Office.

C. The Board of Directors reserves the right to set scheduled, fees and hours for use of the above facilities.

D. The Board of Directors reserves the right to set schedules for exclusive use by men or women of the health and excise facilities, such as the steam and sauna rooms and exercise room.

E. Use of the clubhouse by persons under the age of 18 is expressly forbidden unless accompanied and supervised AT ALL TIMES by an adult except as permitted by the Board of Directors.

F. Co-owner are responsible for damage other than ordinary wear and tear caused by themselves, their families, their guest or their tenants.

G. Pool Rules and Tennis Rules are available at the Administrative Office.