

9358

BK 975 PG 0465

BYLAWS

FOR

BROOKLAND HEIGHTS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act. Definitions, terms and other interpretive provisions set forth in The Association's Declaration or Declaration of Covenants, Conditions and Restrictions are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF MEMBERS

Section 2.1     Annual Meetings. Annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least thirty days before the beginning of each fiscal year at such date, time and place as may be fixed from time to time by resolution of the Board of Directors.

Section 2.2     Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by members entitled to cast at least twenty-five percent of the total number of votes. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meetings.

Section 2.3     Notice of Meetings.

(a)     Written notice stating the place, day and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary to each member entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. The giving of notice in the manner provided in this section and Article 11 hereof shall be considered service of notice.

(b)     Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution shall be given in the manner provided above not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution. Any such amendment, plan of merger or consolidation or dissolution shall not be effective unless notice of such matter was provided in accordance with this subsection.

Section 2.4      Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that member and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) A member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5      Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if members entitled to cast at least ten percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once a member is present at a meeting such member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is set for that adjourned meeting.

If at any meeting of the Association a quorum is not present, a majority of the members who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called at such date and place as such members may agree, whereupon the Secretary shall announce the date, time and place at the meeting and make other reasonable efforts to notify all members of such date, time and place.

Section 2.6      Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7      Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8      Record Date to Determine Members; List of Members. The date for determining which Persons are members and therefore entitled to vote ("Record Date") shall be the close of business on the day before the effective date of the notice to the members of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a

Record Date more than seventy days before the date of the meeting or other action requiring a determination of the members, nor shall the Board set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of members, with the address of each, available for review by the members before and during the meeting. The list shall be current as of the Record Date.

### ARTICLE 3

#### MEMBERSHIP AND VOTING

Section 3.1 Membership. Every Owner of a Lot or Multifamily Structure which is subject to assessment shall be a member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Multifamily Structure which is subject to assessment.

Section 3.2 Voting. All Lot Owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such lot shall be exercised as the Lot Owners themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### Section 3.3 Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns and, in any event, such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since a member may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the member's votes. If more than one of such Persons is present, the vote appertaining to that member shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that member without protest being made forthwith to the Person presiding over the meeting by any of the other Persons constituting such member.

(c) Voting Certificate. If a member is not a natural person, the vote by such member may be cast by any natural person authorized by such member. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Person and filed with the Secretary; provided however, that any vote cast by such natural person on behalf of such member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of a member is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such member at any meeting of the Association.

(d) Delinquency. No member may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.4 Manner of Voting.

(a) At a Meeting. Voting by members at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any member present at the meeting, in person or by proxy, requests, and by a Majority Vote the members consent to, a vote by written ballot indicating the name of the member voting, the number of votes appertaining to such member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, election of directors requiring a vote of the members may be submitted to a referendum of the members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

(c) Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

Section 3.5 Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Only instructed proxies may be granted by any member to the managing agent. No Person other than the managing agent or an Officer shall cast votes as a proxy for more than five Lots not owned by such Person. Proxies shall be in writing, shall be dated, shall be signed by the member or a Person authorized by the member (or in cases where the member is more than one Person by or on behalf of all such persons), shall be valid for eleven months unless a longer time period is provided in the proxy and with the Secretary. Such proxy shall be deemed actual receipt by the person presiding over the of revocation from the member.

### Section 3.6 Election Procedures.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which directors are elected by members, the Board of Directors shall appoint an Elections Committee consisting of at least one member of the Board whose term is not then expiring. The Elections Committee may develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the members at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated only by submitting an application to the chairman of the Elections Committee at least twenty-five days before the meeting at which the election is to be held. Such application shall be signed by at least three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating a willingness to serve as a director; provided however, that nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one candidate has submitted an application. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

(c) Ward System. If the Board of Directors so resolves, the class representation system may be abandoned and some or all of the directors shall be elected based on a ward system. If the ward system is implemented, a successor to any director chosen from a particular ward must be an Owner of a Lot within that same ward. If there is no candidate from a particular ward, however, any person who is otherwise qualified may fill such Board position. No Owner may seek election in any one year from more than one ward. Each ward shall be designated on a map of the Property by the Board of Directors, such map to be maintained by the Secretary. Each ward shall elect one director from among the Owners of Lots in that ward. Ward boundaries shall initially be fixed by the Board of Directors and may thereafter be changed only by a Majority Vote of the members.

## ARTICLE 4

### BOARD OF DIRECTORS

Section 4.1 Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in these Bylaws. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 5.3 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board may perform the following duties and take the following actions on behalf of the Association:

BK 975PG 0471

(1) Provide goods and services to the members in accordance with the Association Documents, and provide for Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots, and provide goods and services to the members, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the upkeep of the Property to the extent the Association is so authorized by the Association Documents.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area owned in fee simple by the Association.

(8) Obtain and carry insurance against casualties and liabilities, pay the premiums there for and adjust and settle any claims thereunder.

(9) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots.

(10) Acquire, hold and dispose of Lots and mortgage the same without the prior approval of the members if such expenditures and hypothecations are included in the budget.

(11) Charge reasonable fees for the use of the Common Area owned in fee simple by the Association and for services.

(12) Suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household or company, guests, employees, customers, tenants, agents and invitees to use the Common Area owned in fee simple by the Association.

(13) Prepare an annual budget in accordance with the Declaration.

(14) Adopt an annual budget and make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment, if any, of the annual assessment for Common Expenses.

(15) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(16) Borrow money on behalf of the Association when required for any valid purpose; provided however, that either a Majority Vote of members obtained at a meeting held for such purpose or written approval by members entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of twenty-five percent of the total annual assessment for Common Expenses for that fiscal year and, subject to Section 13.4 of the Declaration, mortgage any of the Common Area owned in fee simple by the Association.

(17) Execute deeds, plats of resubdivision and applications for construction permits, for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant.

(18) Dedicate or transfer any portion of the Common Area owned in fee simple by the Association or grant easements, rights-of-way or licenses over and through the Common Area subject to the restrictions set forth in the Declaration.

(19) In its sole discretion, designate certain portions of the Common Area owned in fee simple by the Association as Reserved Common Area, and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(20) Sign an Association Disclosure Packet or Statement of Common Expenses with respect to a specific Lot within fourteen days of the written request therefore and payment of the appropriate fee from an Owner, a contract purchaser or a Mortgagee.

(21) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(22) Cause the Common Area to be maintained.

(23) Cause the exterior of dwellings on Lots to be maintained.

(24) Do anything else not inconsistent with the Act or the Association Documents.



Section 4.2 Number and Tenure of Directors. The Board of Directors shall consist of at least three (3) and no more than nine (9) members. The members shall elect directors for a term of two (2) years. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, or by a sole remaining Director and, if not previously so filled, shall be filled at the next succeeding meeting of the members of the Corporation. At the discretion of the Board, at the time of appointment, any director appointed by the Board, to fill a vacancy, shall either serve as such until the next succeeding annual meeting of the Corporation, or until the expiration of the term of the director whose position he was appointed to fill. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director whose position he was elected to fill

## ARTICLE 5

### MANAGING AGENT

Section 5.1 Compensation. The Board of Directors may employ for the purpose of administering the Property a managing agent at a compensation to be established by the Board.

Section 5.2 Requirements. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. The managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property.

Section 5.3 Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Paragraphs 4.1 (1), (2), (3), (6), (7), (8), (9), (13), and (20). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.1 (4), (5), (10), (11), (12), (14), (15), (16), (17) and (18). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

Section 5.4 Limitations. The Board of Directors may employ a managing agent for an initial term not to exceed two years. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty days written notice.

## ARTICLE 6

### OFFICERS

Section 6.1 Designation and Duties of Officers. The principal Officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of

Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2     Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3     Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, resignation shall not be necessary to and acceptance of such make it effective. Upon the affirmative vote of a majority of the total Board of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4     Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5     President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 6.6     Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7     Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by the Act; give or cause to be given all notices required to be given by the Association; give each member notice of each assessment against such member's Lot as soon as practicable after assessment is made; give each member notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which

all notices to members, and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Act.

Section 6.8      Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data; deposit all monies and other valuable effects in the name of the Board of Directors or the Association, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

## ARTICLE 7

### COMMITTEES

Section 7.1      Covenants Committee. The Board of Directors may establish a Architectural Committee.

Section 7.2      Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair.

## ARTICLE 8

### MEETINGS OF BOARD OF DIRECTORS AND COMMITTEES

Section 8.1      Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors to elect Officers, appoint committee members and establish the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided however, that such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two directors. Meetings of the Architectural Committee or any other committee or subcommittee of the Association shall be held on an as needed basis. All meetings of the Board of Directors or any Committee shall be open to members as observers, except that the President or presiding officer or chairman of a committee may call the board or committee into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken in executive session shall be recorded in the minutes. The Board of Directors or any committee may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

Section 8.2      Notice. Notice of meetings shall be given to each director or committee member, as appropriate, personally or by mail, telegraph or telephone, orally or in writing, at least three business days prior to the day named for such meeting. Such notice shall state the place, day and time and, in the case of special meetings, the purpose thereof. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting.

Section 8.3      Waiver of Notice. Any director or committee member, as appropriate, may at any 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 at any meeting shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting. If all directors or committee members, as appropriate, are present at any meeting of the Board of Directors or committee member, no notice shall be required and any business may be transacted at such meeting.

Section 8.4      Quorum. At all meetings of the Board of Directors or a committee a majority of the total number of directors or committee members, as appropriate, shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act, the Articles of Incorporation or the Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director or committee member, as appropriate, who participates in a meeting by any means of communication by which all directors or committee members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

Section 8.5      Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee shall preside over the meeting of the committee and may appoint any member of committee to keep minutes. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors or committee when not in conflict with the Act or the Association Documents.

Section 8.6      Action Without Meeting. Any action by the Board of Directors or a committee required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors or committee members, as appropriate. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors or committee.

## ARTICLE 9

FIDUCIARY DUTIES

Section 9.1      Execution of Documents. In the discretion of the Board: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of one-tenth of one percent of the total annual assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of one-tenth of one percent or less of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any Officer of the Association may be designated by Board resolution to sign a statement of Common Expenses or an Association Disclosure Packet on behalf of the Association.

Section 9.2      Conflicts of Interest.

(a)      Rule and Exceptions. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. No contract or other transaction between the Association and any of its directors or Officers, or between the Association and any corporation, firm or association in which any of the directors or Officers of the Association are directors or officers or are pecuniary or otherwise interested, is either void or voidable because of such relationship or because any such director or Officer is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction or because such director's or Officer's vote is counted for such purpose if any of the following conditions exist: (1) the material facts of the transaction and the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a majority of directors entitled to vote on the transaction, but in no event may such a transaction be authorized, approved or ratified by a single director; (2) the material facts of the transaction and the common directorate or interest is disclosed or known to all of the members entitled to vote on the matter, and the members who are entitled to be counted in a vote on the transaction approve or ratify the contract or transaction by a majority of the total number of votes entitled to be cast; or (3) the contract or transaction is commercially reasonable to the Association in view of all the facts known to any director or Officer at the time such contract or transaction is authorized, ratified, approved or executed.

(b)      Vote Not Counted. Any common or interested directors or Officers may be counted in determining the presence of a quorum of any meeting of the Board of Directors, a committee thereof, or the members which authorizes, approves or ratifies any contract or transaction, but such director's vote shall not be counted with respect to any matter as to which such director would have a conflict of interest; such director may vote, however, at the meeting to authorize any other contract or transaction.

Section 9.3      Liability and Indemnification.

(a)    No Personal Liability. The directors, Officers and members of the Architectural Committee (in their agency capacity) shall not be liable to the Association or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or knowing violation of criminal law. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No member shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

(b)    Indemnification. The Association shall indemnify the directors, Officers and members of the Architectural Committee (in their agency capacity) to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification.

(c)    Directors and Officers Liability Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of the Architectural Committee against any liability asserted against such person and incurred by such person in any such official capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such Person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 9.4      Compensation of Directors and Officers. No salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

## ARTICLE 10

### BOOKS AND RECORDS

Section 10.1      Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. All financial records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once a year by an auditor retained by the Board of Directors who shall not be an Owner or an occupant of a Lot. The cost of such audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act.

Section 10.2 Availability. The books and records of the Association shall be available for examination by the members, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days upon not less than 5 days prior written notice at the times and in the manner established by the Board of Directors in accordance with Section 13.1-933 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. The list of members required by Section 2.8 hereof shall be available for inspection for a period of ten days prior to any member meeting and at each meeting. A Mortgagee or their representatives shall have the right to examine the books and records of the Association on the same terms and conditions as the members and Owners. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents to a member, or Mortgagee.

Section 10.3 Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all members and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 10.4 Fiscal Year. The first fiscal year of the Association shall begin on the date of incorporation and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

## ARTICLE 11

### ASSESSMENTS

Section 11.1 Payment of Assessments. The annual assessment may be due any payable on the first day of the Association's fiscal year or in installments at the sole discretion of the Board of Directors. If the annual assessment is payable in installments, all installments shall be due and payable on the first day of the installment period ("Due Date").

Section 11.2 Notice. The Association will mail a notice to every owner which will inform the Owner of the amount of any installment of the annual assessment; however, no Owner will be excused of the obligation to pay the assessment if a notice is not received. Each Owner is under a legal duty to seek out information about the assessment if a notice is not received.

Section 11.3 Non-resident Owners. Non-resident Owners must furnish the Association with a address and telephone number where they can be contacted; otherwise, all notices shall be sent to the property address and the Owners shall be responsible for the information contained therein.

Section 11.4 Late Charge and Interest. Any installment of the annual assessment not paid to Association within thirty (30) days after the due date shall be considered delinquent, and

a late charge of \$25.00, along with interest at the rate of eighteen percent (18%), shall be charged to the Owner and posted to the Owner's account.

Section 11.5 Returned Check Charge. If the Association received a check from an Owner which fails to clear the Owner's account, an administrative charge of \$15.00 shall be charged to the Owner and posted to the Owner's account.

Section 11.6 Acceleration of Assessments. If any installment of the annual assessment is not paid within thirty (30) days of the due date, the entire balance of the annual assessment shall be accelerated and due in full.

Section 11.7 Suspension of Privileges. If any installment of the annual assessment is not paid within thirty (30) days of the due date, the Association may suspend the Owner's rights, privileges and benefits of ownership. Such suspension may include, but is not limited to, the right to use any of the Association's amenities.

Section 11.8 Notice. If any installment of the annual assessment is not paid within thirty (30) days of the due date, the Association will send a letter or notice of the delinquency to the Owner advising the owner that an installment has not been paid. The Association may send such other letters and notices to owners with delinquent accounts as the Board of Directors may deem appropriate.

Section 11.9 Attorney's Fees. If any installment of the annual assessment is not paid within sixty (60) days of the due date, the Association will employ an attorney to collect the past due balance. The Owner will be responsible for the payment of any costs and attorney's fees incurred by the Association to collect a past due balance.

Section 11.10 Method of Crediting Payments. Payments received by the Association from a delinquent Owner shall be credited in the following order of priority:

- (1) Any attorney's fees, court costs, and other costs of collection;
- (2) Late charges;
- (3) Interest;
- (4) Charges assessed resulting from a violation of the governing documents.
- (5) Special Assessments;
- (6) Annual Assessments.

## ARTICLE 12

### UPKEEP OF LOTS

Section 12.1 Individual Upkeep. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition



as when acquired (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions by the Board or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period, the Board of Directors shall have the right to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying that a condition shall be assessed against such Owner's Lot. If such Owner fails to reimburse the Association within thirty days after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien against the Owner's Lot.

Section 12.2 Additions, Alterations or Improvements by the Owners. No Person shall make any addition, alteration or improvement in or to any Lot or any portion of the Property (other than for normal Upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot or such portion of the Property, without the prior written consent of the Architectural Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvement, or the exterior or interior of any doors and windows, if such improvement is visible from another Lot or the Common Area, without the prior written consent of the Architectural Committee. Approval by the Architectural Committee or the Board of Directors shall not relieve an Owner from any obligation to obtain required governmental permits. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the Architectural Committee, as appropriate, then the application shall be executed on behalf of the Association, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Architectural Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

## ARTICLE 13

### RESTRICTIONS ON USE OF LOTS AND COMMON AREA; RULES AND REGULATIONS

Section 13.1 Permitted Uses. No Lot shall be used for other than the purposes for which such Lot is zoned and designed.

Section 13.2 Restrictions. Each Lot and the Common Area shall be occupied and used as follows:

(a) Lawful Use. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements or any governmental agency having jurisdiction thereof relating to

DK 975760482

any portion of the Property shall be compiled with, by and at the sole expense of the Owner, the Association, or any owners association or condominium unit owners association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense, Limited Common Expense, as appropriate.

(b) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage I any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(c) Signs. No signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area or any other Lot, except as may be permitted in accordance with the Design Standards or with the approval of the Architectural Committee.

(d) Fences. No fence shall be installed except in conformance with standards established there for and with the written approval of the Covenants Committee. No chain link fencing will be permitted on the Lots. Once a fence is installed, it must be kept maintained and kept in good condition.

(e) Vehicles. No commercial vehicles, trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or "another Lot or any public right of way within or adjacent to the Property, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits are not displayed shall be kept upon any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot. No vehicles of any kind are permitted on any portion of the Common Area other than the designated parking and driving areas

(f) Residential Uses. Residential Lots shall be used for residential purposes only; provided however, that the Board of Directors may permit reasonable nonresidential use on such Lots from time to time for a professional office or day care, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority and subject to such reasonable rules as may be established by the Board of Directors. As a condition to consenting to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. Once given, such permission may not be revoked later except for good cause shown.

(g) Personal Items. No personal items of any character, other than vehicles, shall be stored in a location that is visible from the Common Area or any other Lot.

(h) Trash. Trash must be kept in vermin proof containers and shall be stored in a location behind the back plane of the house, except on days when trash is scheduled to be picked up.

- (g) Dogs. All dogs on the Common Area must be kept on a leash.

Section 13.3 Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Board of Directors shall also review and approve the rules and regulations proposed by any owners association or located on the Property; provided however, that any rules and regulations submitted to the Board shall be deemed approved if not disapproved within fifteen days after the first meeting of the Board after such rules and regulations are submitted. The Property shall be occupied and used in compliance with the Rules and Regulations, as well as the rules and regulations established by any owners association or condominium unit owners association; provided however, that any rules and regulations established by any such association which are inconsistent with the Association Documents or the Rules and Regulations of the Association shall be void. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of Lots or Common Area.

## ARTICLE 14

### ARCHITECTURAL COMMITTEE; ARCHITECTURAL REVIEW

#### Section 14.1 Covenants Committee.

(a) Purpose. The Board of Directors may establish a Architectural Committee, consisting of at least three persons appointed by the Board, each to serve for a term of from one to three years as may be determined by the Board of Directors. If the Board of Directors fails to appoint a Architectural Committee, then the Board of Directors shall perform the duties of the Architectural Committee.

(b) Powers.

(1) The Architectural Committee may regulate the external design, signage, appearance, use and maintenance of the Lots and the Common Area; provided however, that the Architectural Committee shall not have the power to regulate the activities of the Association on the Common Area. In addition, if the Board of Directors so determines, the Architectural committee, board of directors or similar body of any owners association also governing a portion of Property with respect to any planned community or condominium located on the Property may review applications made by Owners of Lots subject to the jurisdiction of such owner association on behalf of the Architectural Committee.

(2) The Architectural Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Architectural Committee shall have the power to impose reasonable application

fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees and costs shall be assessed against the Owner.

(3) Subject to the review of the Board of Directors, the Architectural Committee shall from time to time provide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by the Board of Directors. The Committee may publish and record such interpretations in order to establish precedents for application of the Association Documents or other matters relative to architectural control.

(c) Authority. The Architectural Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Architectural Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

## ARTICLE 15

### COMPLIANCE AND DEFAULT

Section 15.1 Relief. Each Owner and each owners association located within the Property shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations as they may be amended from time to time. A default by an Owner or owners association located within the Property shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief.

(a) Additional Liability. Each Owner or each owners association within the Property shall be liable to the Association or to any affected Owner for the expense of all upkeep, rendered necessary by such Owner's act or omission or the act or omission of such owners association or regardless of neglect or culpability 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 Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner may be assessed against such Owner's Lot.

If a new Owner does not give the secretary written notice stating the name and address of the new Owner and the number or address of the Lot within thirty days after acquiring title to such Lot hereof, then reasonable record-keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner. The Board may set or change the amount of such assessment from time to time. Such assessment shall be a lien against such Owners Lot as provided in Section 11.2 hereof.

(b) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, the Act or at law or in equity.

(c) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (1) to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(d) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or the Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums due or money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner or member and shall not constitute an election of remedies. If the Association employs an attorney to enforce compliance with the terms of the Association Documents or Rules and Regulations, the Owner will be responsible for the payment of any costs and attorney's fees incurred by the Association.

(e) Other Remedies. The Board of Directors may suspend member's voting rights pursuant to Section 3.2(d) of the Bylaws. The Board may also suspend the right of an Owner or other resident, and the right of such Owner's household, guests, employees, customers, tenants, agents and invitees, to use the Common Area or of the privilege of assigned parking; provided however, that the Association shall not suspend the right to use the private streets and roadways for both vehicular and pedestrian ingress and egress to and from such Owner's Lot and for parking or to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement over the Common Area for storm water drainage, electricity, water, sanitary sewer, natural gas, television reception, telephone service or similar utilities and services to the Lots.

(f) Charges and Suspension of Rights. The Board of Directors or its designee has the power to impose charges and suspend the right to vote in the Association or other rights in the case of an Owner or to impose charges in the case of an owners association located within

the Property found to be responsible for a violation of the Association Documents or the Rules and Regulations. Except for the suspension for non-payment of assessments of voting rights and the right to use the Common Area, no such penalty shall be imposed until the Person charged with such a violation has been given notice and an opportunity for a hearing as set forth in (i) below. The Board or Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. Charges may not exceed Fifty Dollars for each violation, or Ten Dollars per day for each violation of a continuing nature for each Owner or such greater amounts as may be allowed under applicable law. No charge may be imposed for failure to pay an assessment except as otherwise provided in the Declaration. Charges are individual assessments and shall be collectible as such and shall also constitute a lien against a Lot to the extent permissible under Virginia law.

(g) Due Process. The Board of Directors or the Covenants Committee, before imposing any charge or before taking any action affecting one or more specific Owners or owners association or condominium unit owners association, shall afford such Person the following basic due process rights.

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing. Notice of any hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing.

(2) Hearing. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense at any such hearing.

(3) Appeal. Upon receipt of a written request therefor made within ten days after the date of an action by the Architectural Committee, the Board of Directors may afford an Owner or owners association or condominium unit owners association deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may modify or reverse any action taken by the Architectural Committee.

(4) Fairness. The Board of Directors and the Covenants Committee shall treat all Persons equitably, based upon decision-making procedures, standards and guidelines which shall be applied to all Persons consistently.

## ARTICLE 16

### NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if delivered personally or by telegraph, teletype or other form of wire or by private carrier or sent by United States mail,

OK 975 PG 0487

postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a default or hearing or lien, personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a member, at the address which the member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such member; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the members pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the member's address shown in the Association records. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, otherwise, the Person receiving the notice shall have the responsibility for notifying the other Persons comprising the Owner.

## ARTICLE 17

### AMENDMENTS

These Bylaws may be amended by a Majority Vote of the members if the proposed amendment has been inserted in the notice of meeting or all of the members are present in person or by proxy. Except for Articles 4 and 12 and Sections 2.2, 2.5 and 9.3 hereof, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided however, that the proposed amendment has been inserted in the notice of the meeting. The Board of Directors shall send any amendment to the members within thirty days after adoption. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written consent of the Declarant. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

\*\*\*\*\*

The undersigned does hereby certify that the foregoing Bylaws constitute the Bylaws of Brookland Heights Homeowners Association, Inc. as adopted by the Board of Directors effective as of September 1, 2000.

Douglas C. Sharp  
President

VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

Sept 6, 2000 at 10:26 A.M.

and with certificate of acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802

\$ N/A, and 58.1-801 have been paid, if assessed

Rebecca P. Hogan, Clerk

County/City of Winchester  
Commonwealth of Virginia  
This instrument was acknowledged  
before me on 6 day of Sept.  
2000

Douglas C. Sharp  
Dan M. Pryde

My Commission Expires March 31, 2002

