

Fairlington Arbor Bylaws

(as amended through June 22, 2015)

ARTICLE I PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP

Section 1. Condominium Family Unit Ownership.

The project located at South 34th Street, South Utah Street, South Taylor Street, Leesburg Pike, South 36th Street and South Wakefield Street, County of Arlington, State of Virginia, known as "FAIRLINGTON ARBOR" is submitted to the provisions of Chapter 4.1, Title 55, Code of Virginia 1950, as amended (the "Act").

Section 2. By-Laws Applicability.

The provisions of these By- Laws are applicable to the project. (The term "Project" as used herein shall include the land.)

Section 3. Personal Application.

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

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

ARTICLE II VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting.

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

Section 2. Majority of Co-Owners.

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

Section 3. Quorum.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of members representing at least thirty-four percent (34%) of the votes in accordance with the percentages assigned in the Master Deed shall constitute a Quorum.

Section 4. Proxies.

Votes may be cast in person or by proxy. Proxies must be signed by the co-owner, dated and filed with the Board before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

Section 1. Council Responsibilities.

The co-owners of the Family Units will constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget and assessments for the subsequent year, electing members to the Board of Directors, and reviewing the Board of Directors' arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of the votes of the co-owners actually voting in person or proxy at a meeting at which a quorum is present. Except as to those matters which the Act, the Master Deed, By-laws or resolutions of the Council specifically require to be performed by the vote of the co-owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more specifically set forth in Article IV of these By-laws.

Section 2. Meetings of the Council.

The Council shall hold at least one meeting annually to fulfill its responsibilities as specified elsewhere in these By-Laws. Special meetings to address issues not covered elsewhere in these By-Laws may be convened either by resolution of the Board of Directors or by petition signed by thirty-four percent (34%) of the Council. No business shall be transacted at a special meeting except as stated in a notice as described in Article III, Section 3 below. Robert's Rules of Order (latest edition) shall govern the conduct of Council meetings when not in conflict with the Master Deed, By-laws, or the Act.

Section 3. Notice of Meetings.

It shall be the duty of the Secretary or other officer to ensure that a notice of each annual or special meeting be mailed to each co-owner of record at least twenty-one (21) days but not more than thirty (30) days prior to such meeting. Such notice will include the time, date, place, and purpose of that meeting.

Section 4. Recessed Meetings.

If any meetings of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may recess the meeting to a time not less than seven (7) days from the time the original meeting was called.

Section 5. Order of Business.

The order of business at all meetings of the co-owners of Family Units shall be as follows:

- (a) Proof of notice of meeting or waiver of notice.
- (b) Reading of minutes of preceding meeting.
- (c) Reports of officers.
- (d) Report of Committees.
- (e) Election of inspectors of election if appropriate.
- (f) Election of directors and/or approval of budget as appropriate.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification.

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

Section 2. Powers and Duties.

The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law, the Master Deed, or these By-Laws directed to be exercised and done by the co-owners.

Section 3. Other Duties.

In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Provide for the care, upkeep, and operation of the project and the common areas and facilities.
- (b) Make interim adjustments in the monthly assessments, if necessary.
- (c) Collect monthly and special assessments from co-owners.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance and operation of the project, the common areas and facilities.
- (e) Maintain complete and accurate records of all Council proceedings, including but not limited to minutes of Board or Council meetings, policy resolutions, correspondence by or to homeowners, and such other records.
- (f) Make and amend rules and regulations to assist the Board in administering its powers and duties.
- (g) Make, or contract for the making of, repairs, additions and improvements to, or alterations of, the property in accordance with the Master Deed or By-laws.
- (h) Build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves.
- (i) Do such other acts and things not inconsistent with the Act, the Master Deed or By-laws.

Section 4. Management of Project.

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

Section 5. Term of Office and Vacancies.

Members shall be elected by cumulative voting to the Board of Directors for a term of three (3) years. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the member being replaced.

Section 6. Removal of Directors.

At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a Majority of the Co-owners and a successor may then

and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting.

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

Section 8. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting. Robert's Rules of Order (latest edition) shall govern the conduct of the Board meetings when not in conflict with the Master Deed, the By-laws, or the Act.

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 personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice.

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

Section 11. Board of Directors' Quorum.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, that meeting shall be

adjourned until a later time, at which time any business scheduled for the earlier meeting may be transacted without further notice.

Section 12. Fidelity Bonds.

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

ARTICLE V OFFICERS

Section 1. Designation.

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

Section 2. Election of Officers.

The officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers.

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

Section 4. President.

The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide [*sic*] is appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President.

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

Section 6. Secretary.

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

Section 7. Treasurer.

The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

**ARTICLE VI
OBLIGATIONS OF THE OWNER**

Section 1. Assessments.

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

shall relieve such Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.

- (b) In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds as required by the Board of Directors and in the said Property Maintenance Agreement, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency.
- (c) All assessment payments, unless otherwise provided by the Board of Directors, are due and payable on the first day of each and every month. Each co-owner, by accepting a deed to his Family Unit, is deemed to covenant and agrees to pay a service charge of \$25.00 or such other amount as the Board may determine, on each assessment payment which is not received by the Council of Co-Owners by the 5th day of the month.
- (d) The Board of Directors may accelerate the balance of any assessment which is not paid in full within a time period to be determined by the Board, and the Board may refer the account to legal counsel for collection. The co-owner will be liable for the costs of collection including any attendant legal fees.

Section 2. Maintenance and Repair

- (a) Every co-owner must perform promptly all maintenance and repair work within his own Family Unit which, if omitted, would affect the project in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damages and liabilities which may result from his failure to do so.
- (b) All repairs of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Family Unit area shall be the co-owner's obligation and expense.
- (c) A co-owner shall reimburse the Council for any expenditures, including attorney's fees, incurred in repairing or replacing any common or limited common element or Family Unit damaged through his fault including, but not limited to, any insurance deductible. Without regard to fault or negligence, the insurance deductible shall be apportioned by the Board by resolution.
- (d) Notwithstanding anything else herein to the contrary, the Council shall not be liable for any failure of the water supply or other services to be obtained by the Association or paid for as a common expense, or for any injury or damage to person or property caused by the elements or by the co-owner of any unit, or any other unit or person, or resulting from electricity, water, snow, or ice which may leak or flow from or over

any portion of the common elements or from any pipe, drain, conduit, appliance or equipment.

Section 3. Use of Family Units - Internal Changes.

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

Section 4. Use of Family Units - External Changes.

- (a) External changes are defined as any superficial or substantial structural or aesthetic variation to either the Family Unit or the limited common element, as defined in Paragraph 6, Section 3 of the Master Deed, including the patios, porches, windows and exterior doors. Included within the definition of "external changes" is anything which would change the external appearance of the units or common or limited common elements.
- (b) An owner shall not make an external change without previously notifying the Council in writing, through the Board of Directors or its designee. The Board shall have the obligation to answer the written request of the co-owner within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alternation.
- (c) The Board of Directors shall have the authority to determine if proposed changes conform to the architectural standards of the community.
- (d) The Board shall have the right and responsibility to establish policies regarding such changes and disseminating such policies to all unit owners.

Section 5. Use of General Common Elements.

A co-owner shall not place or cause to be placed in the General Common Elements, as defined in paragraph 6, Section 2 of the Master Deed, any objects of any kind which tend to obstruct the reasonable use of the General Common Elements by any other co-owner. The hallways, sidewalks, driveways, roads and roadways shall be used for no other purpose than for normal transit through them.

Section 6. Right of Entry.

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

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

Section 7. Rules of Conduct. – (AS AMENDED JUNE 22, 2015)

1. Definitions. As used within these Rules of Conduct, "Family Unit" shall include any limited common element such as a backyard, patio, or porch. In addition, any reference to a co-owner or owner shall also include the co-owner's tenants, guests, family members, agents, licensees, and anyone else present in the Arbor at the direction of or by the permission of the co-owner.
2. Renters, Children, and Guests. Owners are responsible for the conduct of all persons residing in or visiting their units. Owners choosing to lease their units shall comply with any related policies enacted by the Board of Directors regarding registration and conduct of tenants in the Arbor.
3. Common Areas Use.
 - a. Residents shall keep the following areas clear of continuing obstructions: the greens, sidewalks, front porches, and shared hallways in apartment style buildings. This restriction extends to bicycles, scooters, baby carriages and strollers, toys, furniture, appliances, and any other personal items inconsistent with the normal and customary use of such areas.
 - b. Residents shall not hang any items from the exterior of their windows.
 - c. Residents shall not place signs, notices, or advertisements in windows. Signs advertising the sale or lease of the unit that are of normal and customary size shall be permitted when in accord with policies enacted by the Board.
 - d. No external shades, awnings, window guards, ventilators, fans, or air conditioning units shall be used in or about the buildings except such as shall have been approved by the Board of Directors.

- e. **Exceptions.** Notwithstanding paragraphs (a), (b), and (c) above, the following exceptions apply:
 - i. **Flower pots.** Residents may place flower pots on the porches immediately in front of their units, but those flower pots should be modest in size, number, and character.
 - ii. **Seasonal decorations.** Residents may display temporary seasonal items. Residents should ensure that these items are modest and in keeping with community norms. The Board reserves the right to set dates for the removal of seasonal items once a holiday has passed, notice to be delivered via newsletter or e-mail to residents.
 - iii. **Flag display.** The display of the United States flag shall be permitted where the flag is attached by bracket to the porch area. Display shall follow official protocols as found in Title 4 of the United States Code.
(See <http://www.gpo.gov/fdsys/pkg/USCODE-2011-title4/html/USCODE-2011-title4-chap1.htm>.)
 - iv. The Board of Directors reserves the right to authorize management to remove any of these excepted items from the common area, without notice, if it is determined that they are not in keeping with community norms.
- 4. **Excessive Noise.** Arbor family units are in close proximity and mutual consideration is of the utmost importance to ensure a pleasant community experience. Residents should limit noise in their units and in common areas so that they do not unduly disrupt or inconvenience fellow residents.
- 5. **Trash and Recycling.** Trash shall be deposited at the times and in such a manner as stated in the Trash and Recycling policies enacted by the Board of Directors.
- 6. **Dogs and other pets.**
 - a. No dogs or other pets shall be permitted in any of the public portions of the Arbor, including front porches, public hallways, greens, parking lots, or walkways, unless carried or on a leash.
 - b. All residents are expressly responsible for cleaning up after their pets and disposing of all waste appropriately.
 - c. Arbor owners shall indemnify the Council and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of the conduct of any pet associated with a resident or guest in the Arbor owner's unit.
 - d. If a dog or other pet becomes obnoxious to other owners by barking or otherwise, the owner of the unit where the pet resides shall correct the problem. If the problem is not

corrected, the owner, upon written notice by the Board of Directors, will not be permitted to continue to keep the pet in the Arbor.

7. Antennae or Satellite Dishes. No radio, television, satellite dish, or other similar telecommunications structures shall be attached to or hung from the exterior of the Family Units or installed in limited common areas except subject to policies enacted by the Board of Directors.
8. Parking. Arbor residents shall park only in the space assigned to their units and shall ensure that they park responsibly so as not to impede access to neighboring parking spaces.
9. Foundation Bed Gardening. Owners wishing to garden in common areas, including the foundation beds in and around their units, shall comply with all policies promulgated by the Board of Directors governing the same. In no case shall trees or shrubbery be removed without prior approval by the Board of Directors or the Management Agent.
10. Patios and Storage Areas.
 - a. Owners shall keep the interiors of patios and any storage areas clean and free from obstructions that could interfere with neighbors, raise health or safety concerns, or affect the integrity of the exterior of any Family Unit.
 - b. Owners shall be responsible for any damage to the fences or gates caused by the activities or property within their patios.
 - c. The Arbor Council of Co-Owners assumes no liability for loss or damage to articles stored in or on the patios and storage areas.
11. Management Independence. No resident or owner shall send any employee of the condominium on any private business of the owner.
12. Responsibility for Damage to Community. Any damage to the buildings, recreational facilities, grounds, or other common areas or equipment caused by any co-owner, his agents, tenants, guests, children, or pets shall be repaired at the expense of the co-owner and such expense shall be specially assessed pursuant to section 55-79.83 of the Virginia Code.
13. Complaints. Any complaints regarding actions of other co-owners that may violate these Rules of Conduct or policies enacted by the Board of Directors shall be made in writing to the Management Agent. In the event that the Board of Directors is functioning as Management Agent, then such complaints shall be sent to the President of the Board of Directors.
14. Seeking Variance to these Rules of Conduct. In the event that an Owner seeks an exception to the above rules, the Owner should address that request to the Board of

Directors, which will act upon that request during a regularly scheduled meeting. Any variance granted pursuant to this paragraph may be revoked at any time by the Board of Directors.

15. Enforcement. The Board of Directors, through the Management Agent, shall enforce these Rules of Conduct without bias or prejudice and in a manner it concludes will be most likely to ensure a harmonious community life.
 - a. The Board reserves the right to enact policies to clarify these Rules of Conduct or any other language in the Arbor's governing documents.
 - b. In aid of its enforcement powers, the Board reserves all its legal remedies, including, but not limited to, the right to compel eviction, the assessment of special monetary assessments or fines pursuant to the laws of the Commonwealth of Virginia, and/or the suspension of privileges, subject to the due process procedures set forth in 55-79.80:2 of the Code of Virginia, the Fairlington Arbor bylaws, and other governing documents of the community.
 - c. Any assessments or fines imposed by the Board of Directors shall be made in accordance with the Virginia Condominium Act, including the right to accelerate payments and recover attorney's fees and costs.
16. Continued Right to Amend. Consistent with all versions of the bylaws in force since the organization of the Council, the Board of Directors may expand, modify, or repeal these Rules of Conduct at any time.

ARTICLE VII AMENDMENT TO BY-LAWS

Section 1. By-Laws.

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

ARTICLE VIII MORTGAGES

Section 1. Notice to Council.

A co-owner who gives a deed of trust on his Family Unit shall notify the Council through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the

amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds Trust on Family Units."

Section 2. Notice of Unpaid Assessments.

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

ARTICLE IX NOTIFICATION OF MORTGAGEES

Section 1. Timely written notice.

A Mortgagee, upon written request to the Council, will be entitled to timely written notice of:

- (a) Any proposed amendment of the Condominium Instruments changing the boundaries or easement rights of any unit, the common expense liability appertaining to a unit, the number of votes appertaining to any unit or the purposes to which any unit or the common elements are restricted;
- (b) Any proposed termination of the Condominium;
- (c) Any material condemnation or casualty loss;
- (d) Any lapse, cancellation or material modification of any master insurance policies.

Section 2. Approval percentages for restoration and other acts.

The approval of over fifty-one percent (51%) of Mortgagees that have requested notice pursuant to Article X will be required to:

- (a) Restore or repair the Condominium, other than substantially in accordance with the original plans and specifications, after a partial condemnation or casualty loss;
- (b) Terminate the Condominium after substantial destruction or a significant taking in condemnation;
- (c) Reallocate interests in the common elements after a partial condemnation or partial destruction unless the formula for such reallocation is fixed by the Master Deed, By-laws, or rules and regulations.

Section 3. Approval for voting, assessments, and other acts.

The approval of at least fifty-one percent (51%) of the Mortgagees, who have requested notice pursuant to Section (a) above, is necessary to amend the Condominium Instruments as they relate to:

- (a) Voting;
- (b) Assessments;
- (c) Reserves;
- (d) Insurance or fidelity bonds;
- (e) Right to use common elements;
- (f) Responsibility for the maintenance and repair of the Condominium;
- (g) Addition, annexation or withdrawal of the property to or from the Condominium;
- (h) Boundaries of any unit;
- (i) Common or limited common element interests;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing units;
- (l) Imposition of any right of first refusal;
- (m) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages.

Section 4. Presumptive Approvals.

A Mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

**ARTICLE X
COMPLIANCE**

These By-Laws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1959, as amended. In case any of these By-Laws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict. All other By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.