

BYLAWS OF THE VIENNA COMMONS ASSOCIATION
(effective date: February 27, 2010)

ARTICLE I: OFFICES

- (a) The Vienna Commons Association, a Virginia corporation, hereinafter referred to as the "Association", shall have and continuously maintain in the Town of Vienna and the County of Fairfax, a registered agent whose office is identical to the registered office, as required by the Virginia Non-Stock Corporation Act.
- (b) The registered agent and/or office may be changed by resolution of the Board of Directors.

ARTICLE II: MEMBERS

Section 1: Membership in the Association

- (a) As described in Article III of the Deed and Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Covenants"), every record owner of any townhouse lot (hereinafter referred to as "lot") within the Vienna Commons shall be a member of the Association. Ownership of the requisite property shall be the sole qualification for membership. No person shall be a member upon ceasing to be an owner of any lot within the Vienna Commons.
- (b) Each member shall be personally responsible for compliance with all provisions of the Covenants, the Bylaws and the Uniform Architectural Standards with respect to any lot owned, including the payment of assessments, fees, or any other charges created under the Covenants or the Bylaws.
- (c) Subject to the provisions of Title 55-510, Code of Virginia 1950, as amended, any member has the right to inspect the records of the Association, to be advised of the agenda of any forthcoming meeting of the Board, and to attend meetings of the Board. To assure orderliness in the conduct of Association business, a request for records, agendas, or attendance at a Board meeting shall be in writing to the Board, and the Board may set reasonable conditions for compliance with the member's request. In the case of financial records, such records shall be made available for inspection by the Treasurer within five (5) days of the receipt of a written request setting forth the purpose of the request and the specific records being requested.

Section 2: Voting Rights

- (a) The members shall have the right to vote for the election or removal of a Director and upon such other matters with respect to which a vote of the members is required under the provisions of Title 13.1-801 et.seq., Code of Virginia, as amended; the Covenants; or the Bylaws.
- (b) Each member shall have one (1) vote for each lot owned. A member owning more than one (1) lot shall have the number of votes equal to the number of lots owned.

- (c) Where a lot is owned of record by a corporation, partnership, limited liability entity, in joint tenancy or tenancy-in-common, or in any other manner of joint or common ownership, all such owners shall collectively be entitled to one (1) vote.

ARTICLE III: MEETINGS OF MEMBERS

Section 1: Annual Meeting

- (a) An annual meeting of the members shall be held during the first two weeks of February, the date to be set by the Board.
- (b) The purpose of the meeting shall be to elect a Director(s) and transact such business as may come before the meeting.

Section 2: Special Meetings

Special meetings of the members may be called at any time throughout the year by the Board, the President, or by members holding a majority of the votes.

Section 3: Place of Meetings

The Board, the President, or members holding a majority of the votes, may designate any place within Fairfax County, Virginia, as the place for any annual or special meeting.

Section 4: Notice of Meetings

- (a) Written notice stating the place, date, and hour of the meeting shall be delivered to all members not less than ten (10) or more than thirty (30) days of the meeting date. The notice shall include an agenda of the business to be transacted.
- (b) If the notice is for the annual meeting, it shall also include a Treasurer's Report, including a report of the finances for the past year and a proposed budget for the current year.
- (c) Posting this notice in the mail to each member's address of record with the Association shall constitute delivery. See Article XV.

Section 5: Quorum and Manner of Acting

- (a) A majority of the total votes of members, either present or in proxy, shall constitute a quorum. A quorum shall be required for the transaction of business. In the case of a meeting called by the Board, if a quorum is present, then a majority vote of the quorum shall be considered binding on all members. In the case of a meeting called by a majority of the membership, the majority vote of the total membership shall be considered binding on all members.
- (b) In the case of a meeting called by the Board, if a quorum is not present, then the meeting shall be adjourned and another scheduled to take place within sixty (60) days. At this second meeting, the quorum requirement shall be reduced to half the earlier requirement. The vote of a majority of this quorum shall be considered binding on all members.
- (c) If the agenda of the meeting includes a proposal to increase the maintenance assessment, or to levy a special assessment, then the quorum requirement shall be sixty percent (60 %) of the total membership, either present or in proxy. An affirmative vote of two-thirds of the quorum is required to approve any such proposal. If a quorum is not present, then the proposal shall be tabled, and a second meeting may be scheduled to take place within sixty (60) days to reconsider the proposal. The quorum requirement for this second meeting shall be thirty percent (30 %) of the total membership, either present or in proxy. The affirmative vote of two-thirds of this quorum is necessary for the approval of any such proposal.

Section 6: Conduct of Meeting

Meetings shall be conducted in accordance with Robert's Rules of Order. The Board may establish further rules and procedures to assure proof of membership, eligibility to vote, and any other matter necessary to carry out a proper meeting.

ARTICLE IV: DIRECTORS

Section 1: General Powers

The affairs of the Association shall be managed by its Board of Directors (elsewhere referred to as the "Board"). The Board is empowered to carry out those lawful measures necessary to properly manage the affairs of the Association and to assure compliance by the membership with the Covenants, the Bylaws, and the Uniform Architectural Standards. Directors shall conduct Association business exercising good faith judgment as to the best interests of the Association.

Section 2: Number and Tenure

- (a) There shall be three (3) Directors on the Board. Each Director shall serve for three (3) years, beginning on March 1 following the February Annual Meeting of his/her election, and continuing until a successor takes his/her place. The terms of office of these Directors shall be staggered such that, absent an unanticipated vacancy, only one (1) Director will be elected each year.
- (b) Any vacancy on the Board may be filled on an interim basis at any meeting of the Board by an affirmative vote of the remaining Directors. A Director so selected shall serve until the

next annual meeting or until a special meeting is called for the purpose of validation of that Director's appointment.

- (c) Directors may be elected for additional terms of office.

Section 3: Meetings

- (a) The Board shall meet at least four (4) times per year. Meetings of the Board may be called by the President or by any two (2) Directors. Notice of the place, date, and time of the meeting shall be announced to the other participants at least two (2) days before the meeting.
- (b) A majority of the Board shall constitute a quorum for the transaction of business at any meeting. The act of a majority of the Board where a quorum is present shall be an act of the Board.

Section 4: Compensation

- (a) Directors shall not receive any compensation for their services as Directors. However, nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.
- (b) Any compensation paid to a Director under the provisions of (a) above shall be fully documented in the records of the Association, and made available for examination by any member in accordance with Article II, Section 1(c) of the Bylaws.

Section 5: Qualifications

- (a) Any member of the Association in good financial standing with the Association, as determined and certified by the Treasurer, may serve as a Director.
- (b) No more than one (1) person in a household which constitutes a "member" as defined in Article II shall contemporaneously serve on the Board of Directors.

ARTICLE V: OFFICERS

Section 1: Officers

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association. No more than one (1) person in a household which constitutes a "member" as defined in Article II shall contemporaneously serve as an officer of the Association.

Section 2: Election and Term of Office

The officers of the Association shall be elected annually by the Board and serve at its pleasure. The term of office shall be one (1) year; however, officers may serve additional terms of office. A vacancy occurring at any time may be filled by the Board on an interim basis for the remainder of the term.

Section 3: Powers and Duties

- (a) The officers of the Association shall, except as otherwise provided by law, the Covenants, and the Bylaws, each have such powers and duties as may be specifically conferred by the Board. The officers shall conduct Association business exercising good faith judgment as to the best interests of the Association.
- (b) On or by March 15 following the February annual meeting, the Secretary shall furnish to each member a copy of the minutes of that meeting.
- (c) On or by March 15 following the February annual meeting, the Treasurer shall furnish to each member a financial report for the preceding year, showing incomes, expenditures, assets and liabilities of the Association.
- (d) On or about November 1 of each year the Board shall appoint a committee of one or more members to verify the financial records and accounts of the Association. The Treasurer shall not be a member of this Committee. This committee shall report the results of its review to the membership at the annual meeting. In addition, whenever a new person is appointed Treasurer, a like committee shall be appointed, and report its findings to the Board before accounts are formally transferred to the new Treasurer.

ARTICLE VI: TENANTS

- (a) Within twenty (20) days of entering a lease or other rental agreement for a lot within the Vienna Commons, the member/lessor shall provide written notification to the Board that such an agreement has been entered, the full identity of the lessee(s), the number of permanent occupants covered by the agreement, and the telephone number at which the occupants can be contacted. This provision shall apply to each successive agreement or in the event of any change of tenant(s) during the term of the rental agreement.

NOTE: This provision shall also apply to all rental agreements outstanding as of the effective date of these Bylaws, and notification to the Board shall be made within twenty (20) days from this effective date.

- (b) Failure to adhere to the provisions of (a) above may result in the imposition of penalties against the member pursuant to Article XIV of these Bylaws.
- (c) The member/lessor shall be fully and solely responsible for compliance with the provisions of the Covenants, the Bylaws, and the Uniform Architectural Standards as they apply to both the lot and the conduct of the tenants, and for the payment of all assessments and fees due the Association pursuant thereto.

- (d) Any act or omission by the tenant in violation of the Covenants, the Bylaws, or the Uniform Architectural Standards shall be considered by the Association to be the act or omission of the member/lessor.

ARTICLE VII: ARCHITECTURAL CONTROL COMMITTEE

Section 1: Establishment

There shall be a standing Architectural Control Committee as described in Article II of the Covenants. This Committee shall not be abolished, although its membership may be changed as provided under Article II of the Covenants. Membership on this Committee shall be determined by the Board from among those members in good financial standing (see Article IV, Section 5). At least one (1) member of the Committee shall be a Director.

Section 2: Responsibilities

- (a) The Committee shall be responsible for determining whether the exterior of all lots conform to the architectural provisions of the Covenants, the Bylaws, and Uniform Architectural Standards; that the lots are in harmony with the design of the community, and do not adversely affect the property values within the Vienna Commons.
- (b) The Committee shall conduct a formal inspection of the exterior of all lots on an annual basis, as well as interim inspections of particular lots at its discretion. Where an inspection discloses an architectural violation, the Committee shall issue written notification of the violation to the member. Posting this notice in the mail to the member's address of record with the Association shall constitute delivery. See Article XV.
- (c) The Committee will review all requests submitted by members to alter the external appearance of their lots to determine whether these alterations conform to the architectural provisions of the Covenants, the Bylaws, and Uniform Architectural Standards..
- (d) The Committee shall develop standards in such matters as paint color selection, choice of ornamental plants, or such other matters deemed appropriate by the Committee. Such standards will be presented to the Board for its deliberation and approval.

Section 3: Responsibilities of the Members

- (a) Members shall keep the exterior of their lots properly maintained, in good repair, and in full conformity with the Covenants, the Bylaws, and the Uniform Architectural Standards.
- (b) Prior to initiating any action that would alter the external appearance of the lot (excluding that area enclosed and concealed by the privacy fence), the member shall submit a written request to the Committee containing specific details of the proposed alteration. Unless a written approval, qualified approval, or denial is issued by the Committee within thirty (30) days from receipt of the request, it shall be deemed approved, and the member may proceed with the action forthwith. The Committee's notice of approval, qualified approval, or denial shall be considered issued upon its mailing to the member's address of record with the Association.

- (c) Approval of the Architectural Control Committee for an external modification does not relieve the member from obtaining all necessary permits, licenses, and other approvals from the Town of Vienna and the County of Fairfax, where such permits, licenses, and other approvals are required.
- (d) Upon receipt of a violation notice as per Section 2 (b) above, the member shall correct the condition within thirty (30) days. If the nature of the violation is such as to make the correction within thirty (30) days impractical or unduly burdensome, then the member may petition the Committee for an extension, provided that the petition states the reason why an extension is necessary, and specifies a date certain at which the correction will be accomplished. Any such petition must be submitted to the Committee within thirty (30) days of the violation notice.
- (e) Where a newly issued Uniform Architectural Standard results in a pre-existing condition being in violation of that standard, the Committee shall allow a reasonable period of time for the member to conform to the standard.
- (f) That a violation may be longstanding and not heretofore known to the Committee or, if known, not previously addressed by the Committee, shall not mitigate or obviate the violation.

Section 4: Responsibility/Authority of the Board

- (a) Where the Committee is unable to resolve a violation or other matter in controversy with a member, it shall refer the matter to the Board. The Board, upon deliberation, shall notify the member of its decision in matters of controversy; or, upon its concurrence that a violation exists, of its intent to initiate the provisions of Article XIV if the violation remains uncorrected after twenty (20) days of this notification.
- (b) To the extent provided for in the Covenants, the Board may also hire a vendor to enter the lot to make the correction, and assess the member for costs incurred.
- (c) Where the Board approves an architectural standard proposed by the Architectural Control Committee, it shall issue it to the members as a Uniform Architectural Standard. Posting a Standard in the mail to the members' addresses of record with the Association shall constitute delivery (see Article XV). The Standard shall take effect not less than thirty (30) days from the date of posting, and shall be binding upon all members unless and until overridden by a majority vote of the members in a valid meeting as described in Article III of the Bylaws. Uniform Architectural Standards shall have the same standing at law as the Bylaws.

ARTICLE VIII: COMMON PROPERTY

- (a) Common Property is that area of the Properties defined in Article I of the Covenants. For the purposes of these Bylaws, this term shall further encompass all plants, structures, facilities, and equipment contained thereon and owned by the Association.
- (b) Common Property may be freely accessed and/or used by all members and tenants, provided that such access or use is carried out in a manner so as not to disturb the peace and harmony

of others, or pose a risk to persons or property, or damage to Common Property, or otherwise create a violation of the Covenants, the Bylaws, or the Uniform Architectural Standards.

- (c) Where an act is committed in violation of (b), the Board may, at its discretion, initiate penalty provisions under Article XIV of the Bylaws, file a criminal complaint, assess the violator for the cost of repair, and/or seek injunctive or other civil relief, including an action for damages. Such remedies shall be cumulative.

ARTICLE IX: ASSESSMENTS

- (a) As provided for in Article V of the Covenants, maintenance assessments shall be levied against all lots to cover the costs to the Association for the maintenance of Common properties, payment of corporate taxes, and such other expenses necessary to the common interest of Association members.
- (b) Members shall be assessed equally. The amount of assessment shall be determined by the Board and approved by the members in a valid meeting as described in Article III of the Bylaws. Payment of maintenance assessments shall be in a manner and on a date specified by the Board.
- (c) Should an extraordinary expense occur or be foreseen for which the regular maintenance assessment is deemed insufficient, the Board may determine that a special assessment is required. In this instance the matter will be presented to the members at either an annual meeting or a special meeting, as described in Article III of the Bylaws. If an affirmative vote is given to the proposal, then the members shall also consider and vote upon a method by which the special assessment will be paid.
- (d) Assessment payments received ten (10) or more days past the date due shall result in a late fee of ten percent (10%) of the delinquent assessment. If not received within thirty (30) days from the date due, an additional late fee of ten percent (10%) of the unpaid assessment shall be imposed. Thereafter, for each thirty (30) day period in which payment is not received, an additional late fee of ten percent (10%) of the unpaid assessment shall be imposed. Late fees imposed under this provision shall be considered reimbursements for the costs of collection under Article V of the Covenants.
- (e) Notwithstanding the late fee provisions in (d) above, a debt incurred under this Article which remains unpaid for three (3) months may result in the initiation of penalty provisions under Article XIV. Any assessments resulting from proceedings under Article XIV shall be exclusive of, and in addition to, debts incurred under this Article.

ARTICLE X: TRASH

- (a) Members will adhere to all requirements of the Town of Vienna with regard to the segregation and packaging of trash.
- (b) With regard to routine trash pickups (regular and recyclable), members may not place the trash in public view earlier than the evening of the day prior to the trash pickup. If for any reason the trash is not picked up as expected, the member shall move it out of public view by the evening of the day of the expected pickup. Emptied trash containers will likewise be

moved from public view by the evening of the day of pickup. Emptied trash containers remaining in public view after this time will be considered by the Board to be personal property and handled in accordance with Article XI of the Bylaws.

- (c) With regard to special trash pickups, members shall place the request with the Town of Vienna for pickup no later than the day that the trash is placed at curbside. At the time of this request, members shall also notify the Board that they are placing the trash at curbside, that the request for pickup has been made, and the anticipated date that the pickup will occur.
- (d) Violations of the foregoing provisions may result in the initiation of penalty provisions under Article XIV of the Bylaws.

ARTICLE XI: PERSONAL PROPERTY

- (a) As provided under Article II of the Covenants, items of personal property may not remain on Commons property or on individual lots except in those areas enclosed and concealed by a privacy fence.
- (b) Where the Board finds a violation of (a) above, and ownership can be clearly established, the owner will be contacted verbally by the Board and requested to remove the offending property. Failure to do so within a reasonable period of time, or repeated violations of this Article, may result in the initiation of penalty provisions under Article XIV of the Bylaws.
- (c) Where the Board finds a violation of (a) above, and ownership cannot be clearly established, it will impound the property forthwith. Impounded property will be held by the Board for a period of thirty (30) days. Property unclaimed upon the lapse of thirty (30) days will be deemed abandoned property, and disposed of by the Board either as trash or as a gift to a charitable organization selected by the Board.

ARTICLE XII: PARKING

Section 1: General

- (a) All parking spaces within the Vienna Commons are for the exclusive use of the members, tenants, and their invited guests or vendors. Any other vehicle parked within the Vienna Commons may be towed without notice at the owner's risk and expense.
- (b) No commercial or recreational vehicle, regardless of ownership, may be parked overnight within the Vienna Commons. Any commercial or recreational vehicle parked between the hours of 10:00 PM and 8:00 AM may be towed without notice at the owner's risk and expense. A commercial vehicle is any vehicle registered as a commercial vehicle, or any vehicle displaying commercial lettering. A recreational vehicle is any boat, motor home, camper, trailer, or any vehicle which could not be used for routine transportation on public roads.
- (c) No vehicular parking is permitted in any area of the Vienna Commons other than in designated parking spaces. Any vehicle parked in a non-designated area may be towed without notice at the owner's risk and expense.

- (d) Abandoned or inoperative vehicles shall not be parked within the Vienna Commons. Such vehicles parked within the Vienna Commons may be towed without notice at the owner's risk and expense. An abandoned vehicle is a vehicle that does not bear a current license plate, or a valid inspection decal, or a current Town/County decal, or any combination thereof; and is parked without being moved for fourteen (14) days. An inoperative vehicle is a vehicle that is not in operating condition and is parked without being moved for fourteen (14) days.
- (e) Each lot shall be assigned one (1) reserved parking space. No vehicle may be parked in that reserved space without the permission of the occupant(s) of that lot. Any vehicle parked in violation of this provision may be towed without notice at the owner's risk and expense.

Section 2: Parking Permits

- (a) Each member will be issued two (2) parking permits for each lot owned by that member. All vehicles parked within the Vienna Commons, including both reserved and unreserved spaces, between the hours of 10:00 PM and 8:00 AM must have such a permit displayed in a manner designated in instructions provided by the Board. Any vehicle parked in any space between the hours of 10:00 PM and 8:00 AM without a parking permit so displayed may be towed without notice at the owner's risk and expense.
- (b) Parking permits remain the property of the Association. Lost or otherwise irretrievable parking permits must be reported immediately to the Board so that they may be invalidated. Replacement permits may be obtained for a fee of twenty-five dollars (\$25.00) each.
- (c) In selling a lot, the member/seller shall return both parking permits to the Board at the time a request for the Disclosure Packet is made. The Board will reissue the permits to the new member after settlement. See Article XIII.
- (d) A member/lessor is responsible for issuing his/her assigned parking permits to the tenant, for retrieval of the permits upon termination of the tenancy, and re-issuing the permits to any new tenant. Should a tenant's vehicle be towed due to the member/lessor's failure to carry out this provision, or failure to notify the Board in a timely manner of his/her inability to do so, this shall be a matter between the member/lessor and the tenant, with the Association held harmless.

ARTICLE XIII: DISCLOSURE PACKETS

- (a) With respect to the sale of a lot, the Board is responsible for preparing Disclosure Packets and providing them to member/sellers in accordance with the provisions of Title 55-511/2, Code of Virginia, as amended.
- (b) The member/seller shall obtain the Disclosure Packet by written request to the Board, accompanied by a payment of one hundred dollars (\$100.00). The parking permits issued to the member/seller shall be returned to the Association as an enclosure with this request. If the parking permits are not enclosed, the payment for the Packet shall be fifty dollars (\$50.00) in the case of one (1) missing permit, or seventy five dollars (\$75.00) in the case of two (2) missing permits. If the member/seller requires continued parking for the period of

time between the request and settlement, a notation to that effect should be included in the request. The Board will not tow a vehicle under these circumstances.

- (c) The Board shall furnish the Disclosure Packet to the member/seller within fourteen (14) days of its receipt of this request. It is the responsibility of the member/seller to assure that the request is made sufficiently in advance to assure the Packet's timely availability.
- (d) Where there is an unpaid assessment against the lot, the Board shall include this fact in the Disclosure packet; and may issue a Notice of Intent to File a Lien, and include a copy of this Notice in the Disclosure Packet.

ARTICLE XIV: PENALTIES

- (a) The following provisions may be initiated by the Board, at its discretion, for any alleged violation of the Covenants, the Bylaws, or the Uniform Architectural Standards. Nothing in this Article shall preclude the Board, at its discretion, from initiating any other remedy at law or in equity; and such other remedies may precede, run concurrent with, or be initiated subsequent to the provisions of this Article.
- (b) To initiate proceedings under this Article, the Board will schedule a hearing at which the member will be given an opportunity to be heard. Notice of this hearing shall either be hand-delivered or sent by certified mail to the member's address of record with the Association at least fourteen (14) days prior to the hearing. If the scheduled date of the hearing is such that the member cannot appear, he/she may contact the Board at any time within this fourteen (14) day period and request it be rescheduled to a date mutually satisfactory to the member and the Board, provided that the rescheduled date shall be within fourteen (14) days of the original hearing date.
- (c) The member may appear at this hearing in person or be represented by any other person, including counsel.
- (d) Failure to appear at a scheduled or rescheduled hearing after proper notice shall be deemed a waiver of the right to a hearing, and the Board will make its determination based upon the facts at hand.
- (e) At the hearing, the Board will present the facts of the alleged violation to the member. The member has the right to produce mitigating or exculpatory evidence to the Board, and to call and cross examine witnesses. Minutes of this hearing shall be taken, a copy of which shall be provided to the member.
- (f) Following the hearing, the Board will meet in closed session and make a determination. Written notification of this determination will be provided to the member within ten (10) days following the hearing (see Article XV). If the determination is favorable to the member, this shall be so stated and the matter shall be considered closed. If the determination is not favorable to the member, the Board may, at its discretion, impose the penalty provisions in (g) below. If, at a hearing, the member agrees to a corrective action by a date certain, the Board may suspend the imposed penalty pending completion of the corrective action by the date certain. If the corrective action is not completed by the date certain, the penalty shall take effect. Notification of its imposition shall be provided to the

member within ten (10) days of the effective date.

- (g) Where the Board determines that a violation has occurred and mitigating or exculpatory information provided by the member is insufficient, it may assess penalty charges against the member as follows:

Where the violation consists of a single action of a non-continuing nature, the charge shall be fifty dollars (\$50.00).

Where the violation is ongoing, the charge shall be ten dollars (\$10.00) per day for each day the violation continues.

- (h) In the case of a fifty dollar (\$50.00) charge for a non-continuing violation, the Board shall notify the member how to make payment and the date due. If payment is not received by the date due, this non-payment shall constitute an ongoing violation, and an additional charge of ten dollars (\$10.00) per day shall be assessed until the total debt is resolved.
- (i) In the case of a ten dollar (\$10.00) per day charge for an ongoing violation, the Board shall notify the member how to make payment and specify the onset date of the penalty.
- (j) Any penalty imposed under this Article shall be deemed to be an assessment against the lot at issue, and the Association shall have available to it all remedies at law or in equity with regard to its collection.

ARTICLE XV: NOTICE

As to any notice required by law, the Covenants, or the Bylaws to be given by the Association to a member, a tenant, or any other person or entity, unless otherwise specified such notice shall be deemed to have been given and received on the third business day following deposit of such notice in first-class U.S. Mail, addressed to the party to whom such notice is given. This provision does not preclude the personal delivery of such notice to the receiving party.

ARTICLE XVI: LITIGATION COSTS

In any action or proceeding initiated by the Association pursuant to the Articles of Incorporation, the Covenants, the Bylaws, or the Uniform Architectural Standards in any court or other tribunal of competent jurisdiction; or in any action or proceeding in which the Association is a substantially prevailing party other than as a plaintiff; the Association shall be entitled to an award on account of its actual expenses incurred therein, to include reasonable attorney's fees, filing fees, and all other costs of the action or proceeding.

ARTICLE XVII: LIABILITY OF DIRECTORS AND OFFICERS

Directors and officers of the Association shall not be liable for any act or omission in the performance of their duties except if such act or omission shall involve gross negligence, bad faith, or reckless disregard of duties; and the Association shall indemnify such directors and officers from all claims, demands, actions, and proceedings, and any expense incurred thereby, except if such director or officer be judicially declared to have acted with gross negligence, bad

faith, or reckless disregard of duties.

ARTICLE XVIII: AMENDMENTS TO THESE BYLAWS

- (a) The Board may alter, amend, or repeal these Bylaws in whole or in part, and/or adopt new Bylaws, provided such actions do not conflict with the Covenants or applicable law.
- (b) The Board shall send written notice of such changes to all members at least thirty (30) days before such changes are to take effect. Such changes shall take effect unless and until overridden by a majority vote of the members in a valid meeting as described in Article III of the Bylaws.

UNIFORM ARCHITECTURAL STANDARDS
VIENNA COMMONS ASSOCIATION
Effective Date: October 1, 1999

Article VII of the Bylaws authorizes the Board of Directors to issue Uniform Architectural Standards that govern the external appearance of townhouse lots within the Vienna Commons Association. The following standards are issued pursuant to Article VII, and shall remain in effect unless or until repealed either by the Board of Directors, or by a majority vote of the members in a valid meeting as set forth in Article III of the Bylaws. They apply to the exterior of every townhouse lot except for that portion concealed by the privacy fence.

A. BRICK SIDING

Brick siding which is not currently painted may not be painted.

B. TRIM

1. Trim is defined as all the non-brick exterior portions of the townhouse having a painted surface.
2. The trim color of each townhouse within the Vienna Commons shall be from among those colors matching the "Williamsburg" colors original to the Vienna Commons development. A chart of these colors shall be maintained by the Architectural Control Committee for owners' reference.
3. Owners are free to select any brand of paint, as long as the paint color is matched to a color in the Williamsburg chart.
4. Owners are free to select among any color in this chart. The only exception to this shall be where the townhouse has a common frontage with an adjoining townhouse (i.e., where the roofs, soffits, fascia, and guttering are flush with each other). In this case, the soffits, fascia, and guttering of the two residences shall be of a uniform color, to be jointly determined by the concerned owners. Where such owners cannot agree as to color selection, painting schedule, or other related matters, the Architectural Control Committee shall arbitrate the dispute, and issue a binding resolution on both parties.

C. STORM WINDOWS/DOORS

Storm windows and storm doors shall be maintained in a sound mechanical condition, and properly affixed to the window casing or door jamb. They shall be either of a neutral color (i.e., white, black, or unpainted aluminum) or of a color matching the remainder of the trim.

D. WINDOW DRESSINGS

Windows shall have inside coverings consisting of curtains, drapes, blinds, shutters, or similar commonly acceptable fixtures designed for this purpose. The use of tarpaulins, bed sheets, shower curtains, or other uncommon fixtures, except as short term measures while repairs or repainting are in progress, is prohibited.

E. SHRUBS AND OTHER PLANTINGS

Shrubs and other plantings shall be properly maintained and shall not encroach upon adjacent properties. Dead or diseased plants shall be removed. Such plants shall be replaced either immediately or, if this is not horticulturally feasible, at the next appropriate planting cycle.

F. ROOF

Roofs shall be composed of asphalt shingles and be maintained in a state of good repair (i.e., all shingles in place and properly aligned, and of uniform color). In replacing a roof, an owner may choose any color common to the industry, except where the townhouse lot shares a common roof with an adjacent townhouse lot. In this case, either the color must be such as to maintain the common appearance of the roof, or both owners may agree to reshingle the entire common roof with a mutually agreed upon color. Where such owners cannot agree as to color selection, reroofing schedule, or other related matters, the Architectural Control Committee shall arbitrate the dispute, and issue a binding resolution.

G. PRIVACY FENCE

Privacy fences and gates shall conform to the original design and be maintained in a state of good repair and appearance, free of broken or rotted boards, posts, or supporting lumber.

H. STOOP/SIDEWALK

The front stoops and accessing sidewalks shall be maintained in a state of good condition and appearance. Settlement or cracks exceeding one inch in stoops, or one-half inch in sidewalks, shall be repaired either by patching or replacement.

I. ORNAMENTAL FIXTURES

The display of statues, birdbaths, urns or any other ornamental fixtures in open view is prohibited. The display of ornamental flags is similarly prohibited, except for the American flag on appropriate occasions.

J. GUTTERING/DOWNSPOUTS

Guttering and downspouts shall be maintained in a state of good repair and appearance, firmly affixed to the building, and free of debris. They shall be either of a neutral color or of a color matching the remainder of the trim.

K. WROUGHT IRON RAILING

Wrought iron railing shall be maintained in a state of good repair and appearance, and firmly affixed to the concrete stoop.