

**BYLAWS OF
BRENTWOOD
PROPERTY OWNERS' ASSOCIATION**

**ARTICLE 1
INTRODUCTORY PROVISIONS**

§1.1 Establishment: These Bylaws govern the Brentwood Property Owners Association, an unincorporated Virginia association, existing under the Virginia Property Owners' Association Act and the Declaration (as defined below).

§1.2 Definitions: The following definitions shall apply throughout these bylaws:

- a) **"ACC"** shall mean and refer to the Architectural Control Committee.
- b) **"Act"** shall mean and refer to the Virginia Property Owners' Association Act (Va. Code §§ 55-508 through 55-516.2).
- c) **"Association"** shall mean and refer to the Brentwood Property Owners' Association and its successors and assigns.
- d) **"Common Areas"** shall mean and refer to all portions of the Property owned or leased by the Association or which the Association is required by the Declaration to maintain or operate for the use and enjoyment of the Owners. "Common Areas" shall include streets within the subdivision unless and until such streets are dedicated into the state secondary highway system.
- e) **"Declarant"** shall mean Brentwood, L.L.C., a Virginia limited liability company, and its successors and assigns, but shall not include the purchaser of any Lot.
- f) **"Declaration"** shall mean and refer to the Declaration of Protective Covenants for Brentwood Manufactured Home Subdivision, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 2267, page 53, and all supplements and amendments thereto and restatements thereof.
- g) **"Lot"** shall mean and refer to the individually numbered plots of land in Brentwood Manufactured Home Subdivision as shown upon recorded plats of the Property.
- h) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, inheritance, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner for the purpose of notices required herein shall be the address on the current year's tax records of Rockingham County, Virginia, unless an Owner provides the Association with a different address.
- i) **"Property"** shall mean and refer to all of the real estate dedicated to Brentwood Manufactured Home Subdivision, including all Common Areas, and any other property made subject to the Declaration pursuant to Section 7.5 thereof.

**ARTICLE 2
THE ASSOCIATION**

§ 2.1 Membership: Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

§ 2.2 Annual Meeting: The Annual Meeting of the Association shall be held during the month of _____ at such time and place as determined by the Board of Directors. Directors of the Association shall be elected at the Annual Meeting by majority vote of the Owners attending in person or by proxy.

§ 2.3 Special Meetings: Other meetings of the Association may be called as follows:

- a) by resolution of the Board of Directors;
- b) at the written request of the Owners of a majority of Lots not owned by Declarant; or
- c) while the Declarant owns any Lot, at the Declarant's request.

The Board of Directors may establish reasonable rules and regulations regarding the calling of special meetings. Such meetings of the Association may be held at such times and places as determined by the Board of Directors

§ 2.4 Notice of Association Meetings: The Secretary shall notify all Owners of all regularly scheduled meetings of the Association, including the Annual Meeting, at least fourteen (14) days in advance of the meeting date and shall notify all Owners of any special meeting at least seven (7) days in advance of the meeting date. Notice shall include the date, time, location and purpose of the meeting. Notice shall be mailed to each Owner's address of record (as defined in Section 1.2(h)). Alternatively, notice may be hand delivered to any Owner so long as the Secretary or his agent certifies as to the delivery in writing.

§ 2.5 Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a sufficient number of Owners entitled to cast **ten percent (10%)** of the votes in the Association at the beginning of any meeting of the Association shall constitute a quorum throughout that meeting.

§ 2.6 Voting: Class A members shall have one (1) vote for each Lot owned. The vote for a Lot owned by more than one (1) person or entity may be cast by any co-owner unless an objection or protest by another co-owner is made. Upon such objection or protest, the one (1) vote shall be cast according to the majority vote of the co-owners of such Lot (based on each co-owner's percentage ownership interest). In no event shall more than one (1) vote be cast with respect to any Lot and no fractional votes shall be cast.

The Class B member shall have three (3) votes for each Lot it owns, except Lots originally sold and reacquired.

All matters shall be determined by a majority vote unless a different margin is specified by the Act, the Declaration or these Bylaws.

No Owner may vote if he or his Lot has an outstanding indebtedness to the Association at the time of the meeting or election unless such indebtedness arises at the meeting at which elections are held.

§ 2.7 Proxies: The votes appertaining to any Lot may be cast by proxy or proxies duly executed by or on behalf of the Owner (or all co-owners). No such proxy shall be revocable except by actual notice from the Owner (or any co-owner) to the presiding officer of the meeting that the proxy has been revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if the signatures of any of those executing the same have not been witnessed by a person (other than a co-owner or candidate for election) who shall sign his full name and address. The proxy of any Owner shall be void if not signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that Owner. All proxies shall terminate after the first meeting held on or after the date of the proxy or any recess or adjournment of that meeting. The proxy shall include a brief explanation of the

effect of leaving the proxy uninstructed. Any uninstructed proxy without such an explanation shall be deemed to i) direct the proxy agent to vote in favor of all recommendations of the Board of Directors; and ii) grant the proxy agent authority to vote on any other matters at the agent's discretion.

§ 2.8 Conduct of Meetings: The President shall preside over all meetings of the Association. If the President is not in attendance, the Owners in attendance shall select a presiding officer. The Secretary shall keep minutes of all meetings and record all resolutions adopted and all transactions occurring at such meetings. If the presiding officer's conduct of the meeting is questioned, the meeting shall be conducted in accordance with the most recent edition of *Robert's Rules of Order* available at that time. All meetings shall be conducted in accordance with the Act, the Declaration and these Bylaws.

§ 2.9 Association Records: The Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the Association. All financial books and records shall be kept in accordance with generally accepted accounting practices. All books and records kept by or on behalf of the Association including, without limitation, the Association's membership list and addresses, shall be available for examination and copying by any Owner in good standing or his authorized agent so long as the request is for a proper purpose related to his membership in the Association. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

Books and records kept by or on behalf of the Association may be withheld from inspection and copying to the extent they concern matters identified in Section 3.6 below or other matters excludible from inspection by law.

Prior to providing copies of any books or records to an Owner in good standing, the Association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof.

ARTICLE 3 **BOARD OF DIRECTORS**

§ 3.1 Number and Qualification: The business and affairs of the Association shall be managed under the direction of a Board of Directors of three (3) persons elected by the Owners at the Annual Meeting of the Association. Directors may, but need not be Owners. However, no Owner with an outstanding indebtedness to the Association at the time of the meeting or election may serve as a director, unless such indebtedness arises at the meeting at which elections are held. The Board may increase the number of directors at any time, but may decrease the number of directors only upon a vacancy on the Board or prior to the election of new directors at the Annual Meeting of the Association. Directors shall serve until their successors are elected and qualify.

§ 3.2 Powers and Duties: The Board of Directors shall be the executive organ of the Association and shall have all the powers and responsibilities assigned to the Association by the Act or the Declaration. Decisions of the Board shall be decided by majority vote, except where a different vote margin is required by the Act, the Declaration or these Bylaws. The Board of Directors may not take any action without holding a properly noticed meeting.

§ 3.3 Quorum: A majority of the directors present in person at the beginning of any meeting shall constitute a quorum for the transaction of business throughout such meeting.

§ 3.4 Meetings and Notice: The annual meeting of the Board of Directors shall be held immediately after the Annual Meeting of the Association to organize, elect officers and members of the ACC and consider any business properly brought before the Board. Regular meetings of the Board of Directors shall be held at such times and places as determined from time to time by the Board. Special meetings of the Board shall be held when called by the President or by a majority of the directors. The Secretary shall provide notice of all special meetings to each director within a reasonable time prior to the meeting. A director may waive notice of any Board meeting in writing before or after the meeting. A director's attendance at any Board meeting shall constitute a waiver of notice by that director, unless the director attends for the specific purpose of challenging such notice.

The Secretary shall also publish notice of the date, time and place of each Board meeting where such notice is reasonably calculated to be available to a majority of Owners. Upon written request by an Owner, the Secretary shall notify the Owner of the date, time and place of Board meetings by first-class mail or electronic mail. An Owner may request to receive notice of Board meetings by first-class or electronic mail on a continuing basis by making the request in writing at least once per year including, as appropriate, the Owner's name, address and electronic mail address.

In addition to providing notice of Board meetings to Owners as provided above, the Secretary shall make a copy of all agenda packets and materials furnished to directors for a meeting available for inspection by the Owners at the same time such items are furnished to the directors. The foregoing shall not apply to any items relating to executive sessions as provided in Section 3.6.

§ 3.5 Conduct of Meetings:

a) The President shall preside over all Board meetings and the Secretary shall keep a record of all transactions and proceedings occurring at meetings. Board meetings shall be conducted in such format as determined by the Board, provided such format is in accordance with the Declaration and the Act. If the Board cannot agree on a format, the most recent edition of *Robert's Rules of Order* available at that time shall govern. The presiding officer may vote on any action if he is also a director; otherwise the presiding officer shall vote only in the event of a tie.

b) Except as provided in paragraph (d) below, all Board meetings shall be open to all Owners. The Board shall not use work sessions or other informal gatherings to circumvent the open meeting requirements of this section. The Board shall provide a period of time at each of its meetings, subject to reasonable rules and regulations, for Owners to comment on any matter relating to the Association. The Board may limit Owners' comments to items on the meeting agenda. Minutes of all open Board meetings shall be recorded and made available to Owners upon the earlier of (i) 60 days after the Board meeting or (ii) the date minutes are distributed to directors for the next Board meeting.

c) The Board shall not vote by secret or written ballot in open meetings, except to elect officers.

§ 3.6 Executive Sessions: The Board of Directors may convene in executive session upon the affirmative vote of the directors in an open meeting to:

- i) consider personnel matters;
- ii) consult with legal counsel;
- iii) discuss and consider contracts;
- iv) discuss and consider probable or pending litigation;
- v) discuss and consider matters involving violations of the Act, the Declaration, these Bylaws or the Association's rules and regulations by an Owner, his family members, guests or invitees; or

- vi) discuss and consider the personal liability of an Owner to the Association.

The motion shall state specifically the purpose for the executive session. Reference to the motion and the stated purpose for the executive session shall be included in the minutes. The Board of Directors shall restrict consideration of matters during executive sessions to those matters specifically exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in executive session shall become effective unless the Board, following the executive session, reconvenes in open meeting and takes a vote on such contract, motion or other action which shall have its substance reasonably identified in the open meeting. The requirements of this paragraph shall not require the disclosure of information in violation of law.

§ 3.7 Compensation: No director shall receive any compensation from the Association for serving as a director. Directors may be reimbursed for reasonable expenses made on behalf of the Association or incurred while acting on behalf of the Association.

§ 3.8 Removal of Directors: A director may be removed by a majority vote of the Owners at an Association meeting properly called to consider such removal.

§ 3.9 Vacancies: When a vacancy in the Board of Directors occurs, whether caused by death, resignation, removal or any other reason, the Board may fill the vacancy, even if less than a quorum remains, or may reduce the number of directors as provided in Section 3.1 above. The individual elected to fill a vacancy shall serve until the next Annual Meeting of the Association at which directors are elected, subject to removal under Section 3.8.

ARTICLE 4

OFFICERS

§ 4.1 Number: The Association's officers shall be the President, Secretary and Treasurer and shall be elected by the Board of Directors at the Board's annual meeting. Officers may, but need not be Owners. However, no Owner with an outstanding indebtedness to the Association at the time of the election may serve as an officer. The Board of Directors may, from time to time, elect such other officers and determine their powers and assign their duties. Any officer may be removed with or without cause by the Board of Directors. One person may simultaneously hold more than one office.

§ 4.2 Duties:

a) President: The President shall be the Chief Executive Officer of the Association. The President shall have all of the powers and duties usually vested in the office of president of any association and those assigned by the Board of Directors.

b) Secretary: The Secretary shall keep the minutes and record the resolutions of all Association and Board of Directors meetings; provide notices of each Board and Association meeting; notify each Owner of assessments against his Lot as soon as possible after the assessment is made; give any other notice required by the Declaration, these Bylaws or the Act; and perform all other duties incident to the office of secretary and those assigned by the Board of Directors.

c) Treasurer: The Treasurer shall keep or supervise the keeping of assessment rolls and Owners' accounts; keep the Association's books showing detailed records of the Association's receipts and expenditures in accordance with generally accepted accounting practices; receive and deposit all the Association's income and receipts in appropriate insured accounts with financial institutions; disburse Association funds in accordance with resolutions of the Board of Directors and Association; and perform all other duties incident to the office of treasurer and those assigned by the Board of Directors.

§ 4.3 **Contracts:** All agreements, contracts, deeds, leases and other instruments to which the Association is a party shall be executed by the President or any officer designated by resolution of the Board of Directors.

§ 4.4 **Compensation:** No officer shall receive any compensation for serving as an officer. Officers may be reimbursed for reasonable expenses made on behalf of the Association or incurred while acting on behalf of the Association.

§ 4.5 **Vacancies:** Vacancies in any office shall be filled by the Board of Directors at a special meeting held for such purpose. Each person so elected shall hold office for the remainder of the replaced officer's term or until a successor is elected at the next annual meeting of the Board of Directors.

ARTICLE 5

ARCHITECTURAL CONTROL COMMITTEE

§ 5.1 The Architectural Control Committee (ACC) shall be composed of three (3) members elected by the Board of Directors at the Board's annual meeting, subject to the Declarant's right to appoint the members as set forth in the Declaration. Members of the ACC may, but need not be Owners. However, no Owner with an outstanding indebtedness to the Association at the time of the election may serve on the ACC. Members of the ACC may be directors or officers of the Association.

§ 5.2 The ACC shall meet as needed to review proposed improvements to Lots. The Secretary shall provide similar notice of ACC meetings as provided for Board of Directors meetings. The ACC shall, within thirty (30) days after such proposed improvements are submitted to the ACC for review, issue a statement of approval or rejection of proposed improvements or request additional information from the applicant. If additional information is requested, the ACC shall issue a statement of approval or rejection within thirty (30) days after submission of all requested additional information.

§ 5.3 The ACC may require the submission of plans and specifications for proposed improvements to any Lot, including, without limitation, buildings, fences and additions, changes or alterations to any existing improvements. Such plans and specifications shall be sufficient to show the location, nature, kind, shape, height and materials to be used of and for such proposed improvements.

§ 5.4 The ACC may base its approval or rejection of plans and specifications upon any grounds it deems sufficient, including purely aesthetic considerations. The ACC shall not be bound to approve any proposed building or improvement solely because it complies with the Declaration or is comparable in cost, value or appearance to existing buildings and improvements on other Lots. The ACC may however, approve any proposed building or improvement that does not meet the requirements of the Declaration if the ACC determines such deviations are not harmful to the value of adjoining Lots. The ACC shall have no duty to exercise this power, nor shall the ACC shall have authority to permit deviations from Section 6.1 of the Declaration.

§ 5.5 The ACC shall develop such procedures, rules and regulations it deems necessary for submission and review of proposed improvements, subject to approval by the Board of Directors. Such procedures, rules and regulations shall be made available to all Owners.

ARTICLE 6

LIABILITY OF DIRECTORS, OFFICERS, ACC MEMBERS AND THE ASSOCIATION

§ 6.1 **Directors and Officers:** To the extent permitted by law, in any proceeding brought by or in the right of the Association or brought by or on behalf of the Owners, no director, officer or ACC member shall be liable for any damages; provided, however, that the liability of an director, officer or ACC member shall not be so limited if the director, officer or ACC member engaged in willful

misconduct or a knowing violation of any criminal law. The liability of directors, officers or ACC members shall also be limited as provided in § 13.1-870.2 of the Code of Virginia.

§ 6.2 Indemnification: The Association shall indemnify any director, officer or ACC member made a party to a proceeding (excluding any proceeding brought by or in the right of the Association in which the director, officer or ACC member is adjudged liable to the Association) because he is or was a director or officer of the Association against any liability incurred in the proceeding and may pay the expenses in advance of the director, officer or ACC member if indemnification and payment would be authorized applying the standards of § 13.1-876 of the Code of Virginia. This indemnification shall not be exclusive of any other rights to which any director, officer or ACC member may be entitled including, without limitation, any rights conferred by applicable law or under policies of insurance purchased and maintained by the Association or others, even as to liabilities against which the Association would not have the power to indemnify such director or officer under the provisions of this Article.

The Association may purchase and maintain insurance in such amounts and on such terms and conditions as the Board of Directors may deem reasonable against all liabilities or losses it may sustain in consequence of the indemnification provided for in this Article.

The Board of Directors shall have the power, generally and in specific cases, to indemnify employees and agents of the Association to the same extent as provided in this Article with respect to directors and officers. The Board of Directors shall be empowered by a majority vote of a quorum of disinterested directors to contract in advance to indemnify any director or officer. The Board of Directors shall further be empowered, by majority vote of a quorum of disinterested directors, to cause the Association to contract in advance to indemnify any person who is not a director or officer who was or is a party to any proceeding by reason of the fact that he is or was an employee or agent of the Association or was serving at the request of the Association as director, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were a director or officer of the Association.

§ 6.3 The Association: The Association, directors, officers and ACC members shall not be liable to any Owner for failing to provide any service which any is required to provide, or for injury or damage to any person or property caused by natural elements or by any Owner or other person or resulting from electricity, water, snow, ice or other substance which may leak or flow from any portion of the Common Areas. The Association, directors, officers and ACC members shall not be liable to any Owner for loss or damage by theft or otherwise of personal property which may be stored or left anywhere on the Property. No diminution or abatement of any assessments shall be allowed for inconvenience or discomfort arising from upkeep of the Common Areas or from any action taken by the Association, directors, officers and ACC members or any Owner which does not comply with any law, ordinance or other governmental regulation or order.

ARTICLE 7

OPERATION OF THE ASSOCIATION

§ 7.1 Fiscal Year: The fiscal year of the Association shall be the calendar year unless the Board of Directors determines otherwise.

§ 7.2 Regular Assessments: The total amount of the estimated funds required for the operation and administration of the Association set forth in the budget shall be assessed against each Lot equally, subject to the provisions of Section 4.4 of the Declaration. Each Owner shall pay to the Association the annual assessment or installment thereof for his Lot or Lots on or before the due date or dates fixed by the Board of Directors. After the end of each fiscal year, an itemized accounting of actual receipts and expenses for the fiscal year shall be furnished to any Owner upon written request.

§ 7.3 Special Assessments: The Board of Directors may levy special assessments to cover any expense not provided for by the regular assessments against the Lots in the same proportion as regular assessments. Special assessments shall be payable within the time period determined by the Board of Directors.

§ 7.4 Reserves: The Association shall establish and maintain reasonable reserves for the repair, replacement, and restoration of items the Association is obligated to repair, replace or restore (including Common Areas) and for which the Board determines funding is necessary. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves.

§ 7.5 Failure to Prepare or Adopt the Budget: The Board of Director's failure or delay in preparing or adopting an annual budget or determine a new assessment amount for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay assessments. In the absence of an annual budget or new assessment amount, each Owner shall continue to pay assessments in the amount owed for the previous fiscal year.

§ 7.6 Accounts: All sums collected by the Association from any source may be commingled in a single fund.

§ 7.7 Upkeep: The Association shall be responsible for all upkeep of the Common Areas, provided that any such upkeep necessitated by the negligent or willful acts of an Owner or his family members, guests or invitees, shall be charged to and assessed against the responsible Owner and his Lot. The Association shall not be responsible for the cost of upkeep of any Lot except as expressly provided in the Declaration or unless specifically agreed to by the Association and then, at the expense of the Owner.

§ 7.8 Statement of Account: The Association shall furnish to any Owner, upon written request, a certificate in writing signed by the Treasurer, setting forth whether all assessments for his Lot have been paid, and if not, the amount of any unpaid assessments. Such certificate shall be conclusive evidence of payment of any amount therein stated to have been paid.

ARTICLE 8 **ENFORCEMENT**

§ 8.1 Generally: As provided in the Declaration, the Association shall have the rights and remedies listed below in addition to the remedies provided in § 55-515 of the Act or otherwise provided by law.

a) *Damages:* The Association may recover all costs and expenses incurred by the Association as a result of one or more Owners' willful or negligent acts or such acts of any member of their families or their guests or invitees. All persons responsible for such costs and expenses shall be jointly and severally liable. Such liability shall include any increase in the Association's or any Owner's casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be interpreted or construed as modifying any waiver by any insurance company of its rights of subrogation.

b) *Costs and Attorneys' fees:* In any proceeding arising out of an alleged default by any Owner, the prevailing party shall be entitled to recover the costs of such proceeding including reasonable attorneys' fees.

c) *No Waiver of Rights:* The Association's failure to enforce any right, provision, covenant or condition contained in the Declaration, the Act or these Bylaws shall not constitute a waiver of its right to enforce such right, provision, covenant or condition in the future either against the same or a

different Owner for the same or a different violation. All rights, remedies and privileges reserved, granted or assigned to the Association pursuant to any provision of the Declaration or the Act shall be deemed cumulative and the exercise of any one or more thereof shall not be deemed an election of remedies nor shall it preclude the Association from exercising other available remedies.

d) *Abating and Enjoining Violations by Owners:* The Association may, in the event of a violation or breach of any provision of the Declaration (i) enter any Lot on which, or as to which, a violation or breach exists and summarily abate, provide upkeep or remove at the expense of the defaulting Owner, any structure, thing or condition that causes the violation or breach, in which case the Association shall not be deemed guilty in any manner of trespass for such entry; or (ii) enjoin, abate or remedy any such violation or breach by appropriate legal proceedings, either at law or in equity.

§ 8.2 Collection, Late Charges and Interest: The Board of Directors shall take prompt action to collect all assessments, charges and fees more than thirty (30) days past due. Any assessment or charge not paid within five (5) business days after the due date shall incur a Twenty Dollar (\$20.00) late charge and accrue interest from the due date at one and one-half percent (1½%) per month. The Board of Directors may change the amount of the late charge or the rate of interest at any time.

Where an assessment against an Owner is payable in installments, upon a default by the Owner in the timely payment of any two (2) consecutive installments, the Board of Directors may accelerate the maturity of the remaining installments and declare the entire balance due and payable in full by written notice to such defaulting Owner.

§ 8.3 Lien for Assessment: For assessments more than thirty (30) days past due, the Board may file or record, at the expense of the Owner, a memorandum of lien in the Clerk's Office containing the information required by § 55-516 of the Act. The Board shall file or record such a memorandum if assessments are more than six (6) months past due.

At least ten (10) days prior to filing a memorandum of lien, the Board shall send written notice to the Owner by certified mail, at the Owner's last known address, informing the Owner that the memorandum of lien will be filed in the Clerk's Office.

The Board may enforce any such lien as provided by the Act including, without limitation, (i) bringing a court action to enforce the lien or (ii) effecting a non-judicial foreclosure by selling the Lot at public sale in accordance with the requirements of the Act.

§ 8.4 Collection Suits: The Board may, in the name of the Association, file suit to recover a money judgment for unpaid assessments, fees or charges without waiving its right to file a memorandum of lien as provided in Section 8.3. The Board may seek enforcement of an assessment lien notwithstanding the pendency of any suit to recover a money judgment.

§ 8.5 Penalties for Violations: The Board of Directors may (i) suspend an Owner's right to use facilities or services, including utility services provided directly by the Association, for nonpayment of assessments more than sixty (60) days past due, to the extent that the Owner's access to his Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, his family members, guests or invitees; and (ii) assess charges against any Owner for any violation of the Declaration or the Association's rules and regulations for which such Owner or his family members, guests or other invitees are responsible.

Before any such suspension or charges are imposed, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors.

The Secretary shall hand-deliver or mail by certified United States mail, return receipt requested, notice of such hearing, including the charges or other sanctions that may be imposed, at least

fourteen (14) days in advance thereof, to such Owner at his address or addresses according to Section 1.2(i) hereof.

The amount of any charge assessed under this Section 8.5 shall not exceed Fifty Dollars (\$50.00) for a single offense, or Ten Dollars (\$10.00) per diem for any offense of a continuing nature, and shall be treated as a special assessment against the responsible Owner's Lot for the purpose of Sections 8.2, 8.3 and 8.4 of these Bylaws. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days. If an Owner files a lawsuit challenging any such charges, no additional charges shall accrue after the date of filing. If the Association prevails, however, the Association may collect such charges from the date the action was filed as well as all other charges assessed pursuant to this section against the Owner prior to filing of the action.

The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to such Unit Owner at his address or addresses according to Section 1.2(i) hereof within seven (7) days after the hearing.

This Section 8.5 shall not be construed to prohibit the exercise of other powers and responsibilities by the Association or the Board of Directors as set forth in the Act, the Declaration or these Bylaws.

§ 8.6 No Waiver of Rights: The Board's failure to take action against any Owner for collection of any amount due shall not constitute a waiver of its right to take action for collection in the future against the same or a different Owner for the same or a different installment.

ARTICLE 9

MISCELLANEOUS

§ 9.1 Amendment: These Bylaws may be amended at any meeting of the Board of Directors, provided all proposed changes to the Bylaws shall be specifically included in the notice of any Board meeting at which Bylaw changes will be discussed or acted upon.

§ 9.2 Severability: If any provision of these Bylaws is found invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining provisions of these Bylaws.

Adopted at a meeting of the Board of Directors of the Brentwood Property Owners' Association held after due and proper notice on _____.

Attest: _____
Secretary