

BY-LAWS  
OF  
MARSHALL TOWNHOUSE HOMEOWNERS' ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Marshall Townhouse Homeowners' Association, hereinafter referred to as the "Association". The principal offices of the corporation shall be located at Marshall, Virginia, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the board of directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to Marshall Townhouse Homeowners' Association, its' successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as all of those driveways, parking areas, parks, open spaces and recreational areas and facilities shown on the plats of Marshall Townhouses Sections A and B referred to in the Declaration of Covenants, Conditions and Restrictions. If and when additional properties are annexed pursuant to the provisions of Article III of the Declaration of Covenants, Conditions and Restrictions, then all of those driveways, parking areas, parks, open spaces, and recreational areas and facilities shown on the plats of such annexed properties shall become Common Area.

Section 5. "Lot" shall mean and refer to any single family plot of land together with any and all improvements therein shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Ritter Buildings, Inc., and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the office of the Court, Fauquier County, Virginia in Deed Book \_\_\_, Page \_\_\_.

### ARTICLE III

#### MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Section 1. Every person or entity who is an owner of any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be sole qualification for membership.

Section 2. The Association shall have two classes of membership each with voting rights as follows:

Class A. Class A member shall be all those Owners as defined in Section I with the exception of Declarant. Each Lot owned by a Class A Member or Members shall be entitled to one vote, regardless of how many Class A Members hold ownership interests in such Lot. The vote for each such Lot shall be exercised as determined by those Class A Members having ownership interests in such Lot, but in no event shall more than one vote be cast with respect to any Lot. The vote of any Lot shall be determined by majority vote with respect thereto of the Owners of such Lot. In the event of deadlock in the determination of the vote of any Lot, no vote shall be cast for such Lot.

Class B. Class B member shall be the Declarant. The Class B Member shall be entitled to cast three votes for each Lot in which it holds the Interest

required for membership by Section I of this Article, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on July 6, 1980.

Section 3. Suspension of Membership. During any period in which a Member shall be in default in payment of an annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of any Member may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

#### ARTICLE IV

##### PROPERTY RIGHTS - RIGHTS OF ENJOYMENT

Section 1. Each Member shall be entitled the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may share his right of enjoyment of the Common Area and facilities with the members of his family, and delegate such right to his tenants or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of those who share his right of enjoyment. The rights and privileges of such person(s) sharing such right of enjoyment are subject to suspension to the same extent of the Member.

Section 2. Irrespective of the fact that Section 1(a) of Article IV of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall not be exercised as to Members for a period of five years from the date of recordation of the Declaration (2 November 1977), and after this period, only upon written approval of more than two-thirds (2/3) of the entire Class A membership.

#### ARTICLE V

##### BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number: The affairs of this Association shall be managed by a Board on nine (9) directors, who need not be members of the association.

Section 2. Election: At the first annual meeting, the Members shall elect, in accordance with the provisions of Article III, Section 2 hereof, three directors for a term of one (1) year, three directors for a term of two (2) years and three directors for a term of three (3) years; at each annual meeting thereafter the Members shall elect three directors for a

term of three (3) years; and at each annual meeting thereafter the Members shall elect three directors for a term of three (3) years.

Section 3. Removal Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETINGS OF THE DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Board of Directors.

The Nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its' discretion determine., but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-laws, the Articles of Incorporation , or the Declaration.
- c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when each statement is requested in writing by one fourth (1/4) of the votes of the Class A membership;
- b) Supervise all officers, agents, employees and committees of this Association and to see that their duties are properly performed;

- c) As more fully provided herein, and in the Declaration, to:
  - (i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII;
  - (ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (iii) Foreclose liens for any assessments or portion thereof, not paid within thirty (30) days after the due date and/or bring an action at Law against the Owner personally obligated to pay the same.
- d) Issue, or to cause an appropriate officer to issue, upon demand by any person; a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the Issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) Procure and maintain adequate liability and hazard insurance on the property owned by the Association in accordance with the provisions of the Declaration.
- f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- g) Cause the Common Area to be maintained.

## ARTICLE IX

### COMMITTEES

Section 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as it deems appropriate in carrying out its purposes such as:

- a) A Recreation Committee, which shall advise the Board of Directors on all matters pertaining to the recreational program and activities, if any, of the Association and shall perform such other functions as the Board in its discretion determines;

- b) a Maintenance Committee, which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property, and shall perform such other functions as the Board in its discretion determines;
- c) a Publicity Committee, which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and
- d) an Audit Committee. Which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8(d). The Treasurer shall be an ex-officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within the field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer, or the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, or by the Board of Directors, or upon written request by the Members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members setting forth the purpose of the meetings shall be given to all Members not less than ten (10) days in advance of the meetings. Such notice shall be addressed to the Member's address last appearing on the books of the Association, or as supplied by such Member to the

Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum of the aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein. The acceptance of such resignation shall not be necessary to make it effective.



Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board.
- c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings to the Board and to the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such duties as required by the Board.
- d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE XII

### COVENANTS FOR THE MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION

Section 1. Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each owner of any Lot by acceptance of a deed therefor,

whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) an annual assessment or charge, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. During the period of construction of improvements, the Declarant for each lot owned by it in the Property hereby covenants and agrees to pay to the Association Twenty-Five Percent (25%) of the annual assessment or charge and special assessments for capital improvements as provided immediately herein above as long as there is a Class B membership.

Section 2. Purpose of Assessment. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment for each Lot shall not exceed \$120.

- a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for each Lot may be increased effective January 1 of each year without a vote of the membership in accordance with the rise, if any of the Consumer price index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- b) The method of computation when using the Consumer Price Index shall be as follows: the Consumer Price Index establishes the United States City Average Numerical Rating for the month of July, 1977 at 182.6 (Base year is 1967=100). This will be the basic rating. To determine the percentage to be applied to the maximum annual assessment for each Lot for each subsequent year, divide this base rating into the numerical rating established by the consumer Price Index for the month of July proceeding the proposed assessment year. This adjustment percentage, if in excess of 100 per centum, is multiplied by the original maximum annual assessment for each Lot to obtain the maximum assessment for each Lot for the subsequent year.
- c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for each Lot may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that

any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 10 days and no more than 60 days in advance of the meeting, which notice shall set forth the purpose of the meeting. The limitations of this Section 3(c) shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its article of Incorporation.

- d) After consideration of current maintenance costs and future needs of the association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year special assessments applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten days nor more than 50 days in advance of the meeting, which notice shall set forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or at other intervals specified by the Board of Directors of the Association, and in a manner established by the Board.

Section 6. Quorum for any Action 'Authorized Under Sections 3 and 4. At the first meeting called to determine assessments, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the months following the conveyance of the Common Area. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The

Board of Directors shall fix the amount of annual assessment against each Lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date or dates of all or any portion of such annual assessment shall be established by the Board of Directors. The association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment, or any portion thereof, on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid

Section 8. Effect of Non-payment of Assessments. The annual assessment and special assessments, if any, and any portion thereof, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Lot against which each such assessment, or portion thereof, is made, and shall be the personal obligation of the Owner(s) of such Lot at the time the assessment or portion thereof fell due. The personal obligation to pay such assessment shall not pass to such Owner's successors in title unless expressly assumed by them. Such lien and personal obligation are created at the time any portion of any such assessment becomes due and continue cumulatively as each such successive portion falls due.

Any assessment or portion thereof which is not paid when due, in accordance with the due dates established by the Board of Directors, shall be delinquent. If the assessment or portion thereof is not paid with 30 days after the due date, the Association may bring an action at law against the Owner(s) personally obligated to pay the same, or may foreclose the lien against the Lot.

Interest, at the rate of six percent (6%) per annum calculated from the date delinquency of the assessment or portion thereof, costs, and reasonable attorney's fees on any action at law on a personal obligation or a foreclosure action shall be added to the amount of any such assessment or portion thereof.

No owner(s) may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien for Assessment to Mortgages. The lien of the assessments provided for herein with respect to any Lot shall be subordinate to the lien of any mortgage given to a lender by an Owner for the acquisition of such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage pursuant to a foreclosure under any such mortgage or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer; provided however, that if there are surplus funds after payment of the first mortgage and any other liens or encumbrances having priority over the lien of assessments, such

surplus funds shall be used first to pay any unpaid assessment with respect to such Lot and if additional surplus funds should remain thereafter, they may pass as by law to the former Owner of the Lot. Except for the period of time when the mortgagee is the record owner of such Lot pursuant to such foreclosure proceedings, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein (a) Common area; (b) all property dedicated to and accepted by a local public authority; (c) all property owned by a charitable or non-profit organization or political subdivision exempt from taxation by the laws of the state of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

### ARTICLE XIII

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal offices of the Association, where copies may be purchased at reasonable cost.

### ARTICLE XIV

#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Marshall Townhouse Homeowners' Association, Virginia, and the word seal.

### ARTICLE XV

#### AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration, the Veterans' Administration and Virginia Housing Development Authority shall have the right to veto amendments while there is Class B. Membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

## ARTICLE XVI

### MISCELLANEOUS

The fiscal year of the association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

ON WITNESS WHEREOF, we being all of the directors of the Marshall Townhouse Homeowners' Association, have hereunto set our hands this 2<sup>nd</sup> day of November, 1977. (See attached original Page 11 of 11 signed F.L. Spencer and Samuel Slager)

#### AMENDMENT TO SECTION IV, (Article IV of the Covenants) Effective May 17, 1989

All vehicles in the Marshall Townhouse area, including the State maintained entrance road (Frost Street), shall be of current inspection and have current license plates as required by Virginia State law. All said vehicles must be moveable under their own power. A flat tire specifically disables a vehicle for the purpose of this amendment. No vehicle shall be disabled, or disabled for purposes of repair. Cars parked in yellow "no parking" areas, double parked, or parked in front of a fire hydrant are subject to towing without notice.

Signed Suzanne D. Hartman, President  
Tommy Middleton, Vice President  
Lida Capone, Treasurer  
Anna Campbell, Secretary