

EXHIBIT "B" TO MASTER DEED

BY-LAWS

OF

FAIRLINGTON MEWS

ARTICLE I

PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP

Section 1. Condominium Family Unit Ownership. The project located at Leesburg Pike, South Wakefield Street, 34<sup>th</sup> and 36<sup>th</sup> Streets South, County of Arlington, State of Virginia, known as "FAIRLINGTON MEWS" is submitted to the provisions of Chapter 4.1, Title Code of Virginia 1950, as amended (the "Act").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "Project" as used herein shall include the land.)

Section 3. Personal Application. All present or future co-owners, tenants, future tenants or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and to the Property Maintenance Agreement, attached as Exhibit "C" to the recorded Master Deed.

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

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the Family Unit or Family Units in the Master Deed. Each co-owner is deemed to assign his voting rights in the Council of Co-Owners which attach to his Family Unit to CBI FAIRMAC CORPORATION until eighty percent (80%) of the Family Units submitted to the Horizontal Property Regime pursuant to the Master Deed are sold by CBI FAIRMAC CORPORATION, or until October 31, 1975, whichever is later, and each co-owner, upon accepting a deed to his Family Unit, agrees to execute an irrevocable assignment of his voting rights to CBI FAIRMAC CORPORATION until such date.

Section 2. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of co-owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Family Units will constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget, establishing the monthly assessment for the subsequent year and reviewing the Board of Directors' arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority in interest of the co-owners.

Section 2. Annual Meetings. The first annual meeting of the Council shall be held October 31, 1975. Thereafter, the annual meetings of the Council shall be held on the 31<sup>st</sup> day of October of each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by a majority in interest of the co-owners and having been presented to the Secretary, or at the request of CBI FAIRMAC CORPORATION, or its duly authorized representatives. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the co-owners present either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least five (5) but not more than ten (10) days prior to each meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to CBI FAIRMAC CORPORATION.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting in a time not less than forty-eight (48) hours from the time the original meeting was held.

Section 6. Order of Business. The order of business at all meetings of the co-owners of Family Units shall be as follows:

- a) Roll Call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.
- d) Reports of Officers
- e) Report of lender's representatives, if present.

- f) Report of Committees.
- g) Election of inspectors of election.
- h) Election of directors.
- i) Unfinished business.
- j) New business.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, all of whom must be co-owners of Family Units in the Project, provided, however, that while CBI FAIRMAC CORPORATION holds irrevocable proxies from the co-owners, the Board of Directors need not be composed of co-owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by the By-Laws directed to be exercised and done by the co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- a) Care, upkeep and surveillance of the project and the common areas and facilities.
- b) Making interim adjustments in the monthly assessments, if necessary.
- c) Collection of monthly assessments from co-owners.
- d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

Section 4. Management of Project. Subject to the review and approval of the Council of Co-Owners, the Board of Directors shall arrange for the management of the Project pursuant to an agreement establishing provisions relating to duties, operations, removal and compensation of the Management Agent.

Section 5. Election and Term of Office. Until March 1, 1975, the Board of Directors will be appointed by CAI FAIRMAC CORPORATION. The term of the Directors appointed by CBI FAIRMAC CORPORATION shall expire March 1, 1975, and at the annual meeting of the Council on March 1, 1975, the Council of Co-Owners shall elect a new Board of Directors. At such meeting, the term of one (1) Director shall be fixed at three (3) years; the term of office of two (2) Directors shall be fixed at two years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and held their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such a meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day for such meeting.

Section 10. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers at the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board

of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and other such officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide to appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### OBLIGATIONS OF THE OWNER

Section 1. Assessments. All co-owners are obligated to pay monthly assessments imposed by the Council to meet all project common expenses, including premiums for insurance as required by the Master Deed, and further including water and sewer bills for the Family Units (water and sewer bills are common and not individual bills). The assessment shall include monthly payments to a General Operating Reserve and Reserve Funds for replacements as required in the Property Maintenance Agreement attached as Exhibit "C" to the Master Deed. The monthly assessment herein provided shall be a charge on the Family Unit and shall be a continuing lien upon the Family Unit against which the assessment is made. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or mortgages. The sale or transfer of any Family Unit which is subject to any

first mortgage or deed of trust, pursuant to a Decree of Foreclosure under such first mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve each Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.

In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds required in the said Property Maintenance Agreement, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency.

See para f, page 51 for added material.

## Section 2 Maintenance and Repair

(a) Every co-owner must perform promptly all maintenance and repair work within his own Family Unit which, if omitted, would affect the project in its entirety or in a part belonging to other co-owners, and is separately responsible for the damages and liabilities which may result from his failure to do so.

(b) All repairs of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Family Unit area shall be at the owner's expense.

(c) A co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his fault.

## Section 3. Use of Family Units – Internal Changes.

(a) All Family Units shall be utilized for residential purposes only.

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

See Page 52 for para (c) added in Deed of Correction.

Section 4. Use of General Common Elements. A co-owner shall not place or cause to be placed in the general common elements any objects of any kind which tend to obstruct the reasonable use of the General Common Elements by any other co-owner. The hallways, sidewalks, driveways, roads and roadways shall be used for no other purpose than for normal transit through them.

## Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Council in case of any emergency

originating in or threatening his Family Unit, whether the co-owner is present at the time or not.

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

#### Section 6. Rules of Conduct.

1. The greens and walkways in front of the Family Unit and the entranceways to the Family Units shall not be obstructed or used for any purpose other than ingress to and egress from the Family Units.

2. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Family Units.

3. No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal items shall be allowed to stand in any of the common areas, except the common area designated for these vehicles or articles.

4. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the Family Units in the Project or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

5. No shades, awnings, window guards, ventilators, fan or air-conditioning devices shall be used in or about the buildings except such as shall have been approved by the Board of Directors.

6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Family Unit, except such as shall have been approved in writing by the Board of Directors, nor shall anything be projected out of any window without similar approval.

7. All refuse shall be deposited with care in containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. All disposals shall be used in accordance with the instructions of the Board of Directors.

8. No owner shall send any employee of the condominium on any private business of the owner.

9. In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. The owner shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the project. If a dog or other animal becomes obnoxious to owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Board of Directors, will be required to dispose of the animal.

10. No radio or television aerial shall be attached to or hung from the exterior of the Family Units without written approval of the Board of Directors.

11. No vehicle belonging to any owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort, convenience of the owners, and all regulations with respect to use of the parking spaces which the Board of Directors may formulate.

12. Any owner wishing to plant flowers, trees or shrubs outside of his patio area must obtain written permission from the Board of Directors before doing so.

13. The owners must keep the interior of the patios, and storage areas clean and free from obstructions. Nothing shall be hung in the patios above the fence lines. The Council of Co-owners assumes no liability for loss or damage to articles stored in or on the patios, terraces and storage areas.

14. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any co-owner, his tenant, guest, children or pets shall be repaired at the expense of the co-owner.

15. Parents are responsible for the actions of their children and their guests.

16. Children are allowed to play in designated areas, private patios, and service streets, etc., only. They are not allowed to play on greens or in entranceways in front of Family Units.

17. Complaints regarding the management of the Family Units and grounds or regarding actions of other co-owners shall be made in writing to the Management Agent. In the event that the Board of Directors is functioning as management agent, then such complaints shall be sent to the President of the Board of Directors.

18. Each Family Unit owner agrees that a key to his Family Unit shall be given to the Management Agent or a designated agent of the Board of Directors.

19. Any consent or approval given under these Rules of Conduct by the Board of Directors shall be revocable at any time.

20. These Rules of Conduct may be added to, or repealed at any time by the Board of Directors.

Section 7. Suspension of Rights to Use of Recreational Facilities. In addition to all other rights which it has for non-payment of assessments, the Board of Directors of the Council of Co-Owners shall have the right to suspend the right to the use by a co-owner and his family of the recreational facilities (including the right to use of the swimming pool) as provided for in the Master Deed for any period during which the assessment provided for in Article VI of these By-Laws remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the rules of conduct specified in Article VI, Section 6, of these By-Laws. This right of suspension shall not affect in any manner the obligations of such co-owner.



Section 8. Service Charge for Late Payment of Monthly Assessments. The monthly assessments provided for in Section 1 of this Article are due and payable on the first day of each and every month. Each co-owner, by accepting a deed to his Family Unit, is deemed to covenant and agrees to pay a \$3.00 service charge for each monthly assessment due on his Family Unit received by the Council of Co-Owners after the 5th day of the month.

## ARTICLE VIII

### AMENDMENT TO BY-LAWS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by co-owners representing at least seventy-five (75%) of the total value of all Family Units in the Project as shown in the Master Deed and recorded among the Land Records of Arlington County with marginal notation thereof where the Master Deed is recorded.

## ARTICLE IX

### MORTGAGES

Section 1. Notice to Council. A co-owner who gives a deed of trust on his Family Unit shall notify the Council through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds of Trust on Family Units."

Section 2. Notice of Unpaid Assessments. The Council shall at the request of a party secured by a Deed of Trust of a Family Unit report any unpaid assessments due from the co-owner of such Family Unit.

## ARTICLE X

### COMPLIANCE

These By-Laws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1950, as amended. In case any of these By-Laws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict. All other By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.

## ARTICLE XI

### AMENDMENT

These By-Laws are amended as follows:

- a. The holder of each mortgage is entitled to a written notification from the association of owners of the condominium thirty days prior to the effective date of:
  - i. Any change in the condominium documents and
  - ii. Any change of manager (not including change in employees of corporate manager) of the condominium project.
- b. The holder of each mortgage is entitled to written notification from the association of owners of the condominium of any default by the mortgagor in the performance of any such mortgagor's obligations under the condominium documents which is not cured within thirty days.
- c. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage, or by deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the unit.
- d. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata recollection of such assessments or charges to all units including the mortgaged unit).
- e. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of condominium shall not:
  - i. fail to employ a professional manager for the condominium project.
  - ii. change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
  - iii. partition or subdivide any unit or the common elements of the project or annex additional lands; nor
  - iv. by act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project.
  - v. change or amend in any way the recorded condominium documents (Articles of Incorporation, Master Deed, By-Laws, Management Agreement and related documents) which were provided to, and approved by, the holders of first mortgage liens on the individual units.
- f. Article VI, Section 1, is amended as follows: (See Deed of Correction, pg. 52)

The family units owned by the developer, CBI Fairmac Corporation, shall be excluded from the payment of monthly assessments.

THIS DEED OF CORRECTION, made this 31st day of January, 1975, by CBI FAIRMAC CORPORATION, a Delaware Corporation, herein called Declarant;

WHEREAS, Declarant submitted certain property known as FAIRLINGTON MEWS to the Horizontal Property Act by that certain Master Deed, dated August 3, 1973, and recorded in Deed Book 1832, at page 537, et seq., and re-recorded in Deed Book 1862, at Page 736, et seq., among the Land records of Arlington County, Virginia, reference being made to said recorded Master Deed for a more particular description of the property therein submitted; and

WHEREAS, an error having been made in Paragraph F under Article XI, Amendment of the By-Laws and Paragraphs C and H having been omitted, it is the desire of the Declarant hereto to correct said errors.

NOW, THEREFORE, THIS DEED OF CORRECTION WITNESSETH that for and in consideration of the premises, the Declarant covenants and agrees that Paragraph F and the addition of Paragraphs C and H of the aforesaid Amendment to the By-Laws of the aforesaid Master Deed recorded in Deed Book 1832, at Page 536, et seq., and re-recorded in Deed Book 1862, at Page 736, et seq., among the Land records of Arlington County, Virginia, shall be corrected to read as hereinafter set forth:

f. Article VI, Section 1, is amended as follows:

In the event a deficit exists between the condominium maintenance fees collected and the budget established for the operation of the condominium co-council, the developer, its heirs and assigns, will pay its equitable share of the legal obligations or bills based upon the number of units the developer still owns. It is understood that the developer will not pay full condominium maintenance fees on unsettled units prior to turnover of control to the condominium co-council, but will share its equitable portion in all legal obligations. At the time of turnover to the condominium co-council, the developer, its heirs and assigns, will commence full payment of condominium maintenance fees on all units the developer still owns.

g. Article VI, Section 3, is amended as follows:

(c) The developer may construct and use models in residential units during the entire sales period for the South Fairlington conversion program. Models may be constructed and used for other villages than the village in which the models are located. However, it is understood that when all units are sold in South Fairlington the models become residential units.

h. Article III, Section 2, is amended as follows:

The annual meeting of the Council shall be held July 1, 1976 and annually thereafter on that date unless it falls on a Saturday, Sunday, or a holiday, at which time it will be held on the next day which is not one of the aforementioned days.

IN WITNESS WHEREOF, CBI FAIRMAC CORPORATION has caused this Deed of Certification to be executed in its corporate name by its President and its corporate seal to be hereunder affixed, duly attested by its Assistant Secretary.

WITNESS the following signature and seal:

CBI FAIRMAC CORPORATION

By (s) Walter J. Hodges  
President

CBI FAIRMAC CORPORATION Seal Affixed  
(s) Ann P. Walsh  
Assistant Secretary

STATE OF VIRGINIA

COUNTY OF ARLINGTON, to-wit:

I, Mary Ann J. Deitz, a Notary Public for the County aforesaid in the State of Virginia, do hereby certify that Walter J. Hughes and Ann P. Walsh, whose names as President and Assistant Secretary, respectively, of CBI FAIRMAC CORPORATION, are signed to the foregoing Deed of Correction, bearing date on the 31st day of January, 1975, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 31st day of January, 1975.

(s) Mary Ann J. Deitz  
Notary Public  
(seal affixed)

My commission expires: September 16, 1977

Witness Stamp Affixed – Clerk, February 4, 1975