

BYLAWS  
TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Plan of Unit Ownership .....	1
	1. Submission of Property .....	1
	2. Definitions .....	1
	3. Applicability of Bylaws .....	1
	4. Office .....	1
II	Unit Owners' Association .....	1
	1. Composition .....	1
	2. Annual Meeting .....	2
	3. Place of Meetings .....	2
	4. Special Meetings .....	2
	5. Notice of Meetings .....	2
	6. Adjournment of Meetings .....	3
	7. Presiding Officer .....	3
	8. Conduct of Meeting .....	3
	9. Inspectors of Election .....	3
	10. Voting .....	3
	11. Proxies .....	4
	12. Association Action .....	4
	13. Majority of the Unit Owners .....	4
	14. Quorum .....	4
III	Board of Directors .....	4
	1. Number .....	4
	2. Election .....	5
	3. Term of Office .....	5
	4. Qualifications .....	5
	5. Powers and Duties .....	5
	6. Managing Agent .....	7
	7. Removal of Members of the Board of Directors ..	7
	8. Resignations of Members of the Board of Directors .....	8
	9. Vacancies .....	8
	10. Organization Meeting .....	8
	11. Regular Meetings .....	8
	12. Special Meetings .....	8
	13. Waiver of Notice .....	8
	14. Quorum; Voting of Board of Directors .....	9
	15. Compensation .....	9
	16. Conduct of Meetings .....	9
	17. Action Without Meeting .....	9
	18. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners' Association .....	9
	19. Common or Interested Directors .....	10
	20. Committees .....	11

<u>ARTICLE</u>	<u>PAGE</u>
IV Officers .....	11
1. Designation .....	11
2. Qualifications .....	11
3. Election .....	11
4. Removal or Resignation of Officers .....	11
5. Agreements, Contracts, Deeds, Checks, Etc. ....	12
6. Compensation of Officers .....	12
V Assessments .....	12
1. Fiscal Year .....	12
2. Adoption of Budget .....	12
3. Effect of Failure to Adopt Budget .....	13
4. Assessment of Common Expenses .....	13
5. Reserves .....	14
6. Special Assessments .....	14
7. Working Capital Fund .....	14
8. Obligation to Pay Common Expenses .....	14
9. Lien for Assessments .....	15
10. Subordination and Mortgagee Protection ..	15
11. Collection of Assessments .....	16
12. Interest .....	16
13. Accounts .....	16
14. Books and Accounts .....	16
15. Inspection of Books .....	16
16. Statement of Common Expenses .....	16
17. Audit .....	17
VI Repair, Improvement and Use .....	17
1. Maintenance and Repair .....	17
(a) By the Unit Owners' Association .....	17
(b) By the Unit Owner .....	17
(c) Manner of Repair and Replacement .....	18
2. Right of Access .....	18
3. Additions, Alterations or Improvements ..	18
(a) By the Unit Owners' Association .....	18
(b) By the Unit Owners .....	19
4. Use of Units and Common Elements .....	19
5. Rules and Regulations .....	21
VII Alienation of Condominium Units .....	21
1. No Severance of Ownership .....	21
2. Resales of Units .....	22
VIII Insurance .....	23
1. General Requirements .....	23
2. Physical Damage Insurance .....	23
3. Liability Insurance .....	24
4. Other Insurance .....	25
5. Separate Insurance .....	25
6. Insurance Trustee .....	26
7. Board of Directors as Agent .....	26

<u>ARTICLE</u>	<u>PAGE</u>	
IX	Repair and Reconstruction After Fire or Other Casualty .....	26
	1. General Requirements .....	26
	(a) When Repair and Reconstruction are Required .....	26
	(b) When Reconstruction is not Required .	27
	2. Procedure for Reconstruction and Repair .	27
	(a) Cost Estimates .....	27
	(b) Assessments .....	27
	(c) Plans and Specifications .....	27
	(d) Encroachments .....	28
	3. Disbursements .....	28
	(a) Construction Fund .....	28
	(b) Surplus .....	28
	(c) Common Elements .....	29
	(d) Certificate .....	29
X	Mortgages .....	29
	1. Notice to Board of Directors .....	29
	2. Notice of Unpaid Assessments for Common Expenses .....	29
	3. Notice of Default .....	29
	4. Notice of Damage, Etc. ....	29
	5. Notice of Change in Managing Agent .....	30
	6. Notice of Amendments .....	30
	7. Representation at Association Meetings ..	30
XI	Compliance and Default .....	30
	1. Unit Owners Subject to Condominium Act, Declaration, Bylaws and Rules and Regulations .....	30
	2. Legal Proceedings .....	30
	3. Costs and Attorneys' Fees .....	30
	4. No Waiver of Rights .....	30
	5. Abatement and Enjoinment of Violations By Unit Owners .....	31
XII	Miscellaneous .....	31
	1. Amendments .....	31
	2. Notices .....	32
	3. Invalidity .....	32
	4. Captions .....	32
	5. Gender .....	32

BYLAWS  
OF  
WATER'S EDGE, A CONDOMINIUM

ARTICLE I

Plan of Unit Ownership

Section 1. Submission of Property. Certain land, buildings and improvements located in Fairfax, County, Commonwealth of Virginia, have been submitted to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Sections 55-79.39 et seq., 1950 Code of Virginia, as amended) by a Declaration (the "Declaration") recorded among the Land Records of Fairfax, County, Virginia, immediately prior to recordation of these Bylaws.

Section 2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in Section 55-79.41 of the Virginia Condominium Act. In the event the Condominium is expanded pursuant to the provisions of the Declaration, the provisions of these Bylaws shall be applicable to the Condominium, as expanded, and the terms "Condominium," "Condominium Units," "Unit Owners," "Land" and all other terms which refer to the Condominium shall mean and refer to the Condominium, as expanded.

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the use and occupancy of the Condominium and the structure and operation of the Unit Owners' Association. All present and future Unit Owners, Mortgagees, lessees and occupants of Units and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration and the Rules and Regulations, as any of the same may be amended from time to time.

Section 4. Office. The office of the Condominium, the Unit Owners' Association and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Unit Owners' Association

Section 1. Composition. All Unit Owners in the Condominium, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the Unit Owners' Association. The Unit Owners' Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the other acts that may be performed by the Unit Owners' Association pursuant to the Condominium Act, the Declaration and these Bylaws.

## Section 2. Annual Meetings.

(a) The first annual meeting of the Unit Owners' Association shall be held on or before the date of conveyance of Units to which seventy-five percent (75%) of the maximum aggregate votes in the Condominium appertain; provided, however, that in no event shall the first annual meeting of the Unit Owners' Association occur later than five (5) years after the date of the first conveyance of any Unit in the Condominium to any purchaser. Annual meetings of the Unit Owners' Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. At all annual meetings of the Unit Owners' Association, members of the Board of Directors shall be elected and such other business as may properly come before a meeting may be transacted.

(b) As used in these Bylaws, unless the context otherwise requires, "conveyance" means conveyance of fee simple title by deed, and the term "maximum aggregate votes" means the maximum aggregate votes in the Condominium as if fully expanded pursuant to Section 10 of the Declaration.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or, after the first annual meeting of the Unit Owners' Association, upon a petition signed and presented to the Secretary by Unit Owners holding not less than twenty-five percent (25%) of the votes from time to time in the Condominium. No business shall be transacted at a special meeting except as stated in the notice of such meeting given in accordance with the provisions of Section 5 of this Article.

Section 5. Notice of Meetings. At least twenty-one (21) days in advance of each annual meeting of the Unit Owners' Association, and at least seven (7) days in advance of each special meeting of the Unit Owners' Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit and at such other address as such Owner has designated in writing to the Secretary. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered, provided, that the Secretary shall certify in writing that such notice was delivered to the person of the Unit Owner.

Section 6. Adjournment of Meetings. If any meetings of the Unit Owners' Association cannot be held because a quorum is not represented, Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Presiding Officer. Any person designated by the Declarant shall preside at the first annual meeting of the Unit Owners' Association and over any special meetings of the Unit Owners' Association held prior to such first annual meeting. Thereafter, the President shall preside at all meetings of the Unit Owners' Association. In the absence of the President from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 8. Conduct of Meeting. The minutes of all meetings shall be kept in a Minute Book maintained for the Unit Owners' Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Condominium Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Inspectors of Election. One or more Inspector(s) of Election shall be appointed by the Board of Directors prior to the time of any meeting of the Association at which Directors shall be elected.

Section 10. Voting.

(a) Each Unit shall be entitled to one (1) vote at all meetings of the Unit Owners' Association. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such person is present. If more than one such person are present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority of the persons so present, and the consent of such persons shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. Since a "person" need not be a natural person, the word "person" shall be deemed to include, without limitation, any natural persons having authority to execute

deeds on behalf of any person, excluding natural persons, which is, either along or in conjunction with another person or persons, a Unit Owner.

(b) No Unit Owner may vote at any meeting of the Unit Owners' Association if a lien in favor of the Unit Owners' Association pursuant to Section 9 of Article V of these Bylaws has been perfected against such Owner's Unit, or action therefor has been instituted, and the amount necessary to release such lien has not been paid at the time of such meeting.

Section 11. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person by or on behalf of all such persons. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall sign his or her full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Except with respect to proxies in favor of a Mortgagee or a lessee, no proxy shall be valid for a period in excess of one hundred and eighty (180) days after execution thereof.

Section 12. Association Action. Except as otherwise required by the Condominium Act, the Declaration or these Bylaws, decisions of the Unit Owners' Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 13. Majority of the Unit Owners. Except as otherwise provided by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 14. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of a majority in number of the Units in the Condominium shall constitute a quorum at all meetings of the Unit Owners' Association.

### ARTICLE III

#### Board of Directors

Section 1. Number. The affairs of the Condominium shall be governed by a Board of Directors which shall be composed of not less

than three (3) nor more than five (5) persons. Until deeds of conveyance to Units representing more than seventy-five percent (75%) of the maximum aggregate votes in the Condominium shall have been delivered to Unit Owners by the Declarant, and thereafter until their successors shall have been elected by the Unit Owners and shall have qualified, the Board of Directors shall consist of designees of the Declarant; provided, however, that the foregoing power of designation shall not extend beyond the expiration of five (5) years from the date of the first conveyance to any purchaser of any Unit in the Condominium. The Board of Directors shall be composed of three (3) persons until such time as the Declarant's right to designate the Board of Directors terminates as herein provided, whereupon the Board of Directors shall be composed of five (5) persons.

Section 2. Election. Directors shall be elected by plurality vote. Each Unit shall be entitled to one (1) vote for as many persons as there are Directors to be elected and for whose election the Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

Section 3. Term of Office. At the first annual meeting of the Unit Owners' Association, each person receiving the first and second highest number of votes shall be elected for a term of three (3) years, each person receiving the third and fourth highest number of votes shall be elected for a term of two (2) years, and the person receiving the fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board of Directors at any subsequent annual meeting of the Unit Owners' Association shall be elected for a term of two (2) years. All members of the Board of Directors shall hold office until their respective successors shall have been elected and shall have qualified.

Section 4. Qualifications. All members of the Board of Directors shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. No Unit Owner may be elected to or may serve on the Board of Directors if a lien has been perfected, or action therefor has been instituted against such Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election or during such incumbency.

Section 5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Condominium Act, the Declaration or these Bylaws directed to be done by the Unit Owners' Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Unit Owners' Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

(a) Adopting an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.



(b) Levying assessments against Unit Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of such assessments.

(c) Providing for the operation, care, upkeep, replacement, and maintenance of all of the Common Elements. The Board of Directors expressly is authorized to enter into cooperative, cost sharing agreements with the owners of the other neighboring condominiums, if in the judgment of the Board of Directors such arrangements will reduce Condominium costs without adversely affecting the scope, level and quality of services necessary for the proper care, upkeep and operation of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Condominium.

(e) Collecting from Owners assessments against Units and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of these Bylaws.

(g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations or restorations of the Condominium in accordance with the provisions of these Bylaws, the Declaration and the Condominium Act.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners' Association.

(j) Obtaining and carrying insurance as provided in these Bylaws, paying the premium cost thereof and adjusting and settling claims thereunder.

(k) Paying the cost of all services rendered to the Condominium and not billed to Unit Owners of individual Units.

(l) Keeping books and accounts in accordance with the provisions of these Bylaws.

(m) Notifying the Mortgagee of any Condominium Unit of any default by the Owner of such Unit which continues uncured for more than thirty (30) days.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that at no time shall there be borrowed or owed in excess of Ten Thousand Dollars (\$10,000) without the prior consent of at least two-thirds in number of the votes of Unit Owners obtained at a meeting duly called and held for such purpose. The dollar limitations set forth above shall increase automatically each fiscal year, beginning in 1984, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. Metropolitan Area, or any successor index thereto.

(o) Exercising such rights as the Unit Owners' Association may have as a member of any recreation or other association.

Section 6. Managing Agent. The Board of Directors shall employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (n) and (o) of Section 5 of this Article. The Board of Directors shall delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. The Unit Owners' Association and the Board of Directors shall not undertake "self-management" or fail to employ a professional Managing Agent. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. Subject to the provisions of Section 55-79.74(b) of the Condominium Act, until the first annual meeting of the Unit Owners' Association, the Board of Directors may employ a Managing Agent for a term not to exceed one (1) year. Any contract with a Managing Agent must provide that it may be terminated for cause on no more than thirty (30) days written notice and without cause or imposition of any termination fee on no more than ninety (90) days notice.

Section 7. Removal of Members of the Board of Directors. Until the first annual meeting of the Unit Owners' Association, the Declarant shall have the right, in its sole discretion, to replace such Directors as it shall designate, and to select and designate their successors. Thereafter, any member of the Board of Directors may be removed, with or without cause, by a majority of the votes of Owners at any regular meeting or any special meeting duly called and held for such purpose, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 8. Resignations of Members of the Board of Directors.

A member of the Board of Directors may resign at any time. Any Director who is a Unit Owner shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such Director or such Director's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person, unless such Director or such Director's corporation, partnership, trust, principal or employer acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture.

Section 9. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners' Association (which shall be filled as provided in Section 7 of this Article) shall be filled by the sole remaining Director or by a vote of a majority of the remaining Directors (whether or not such remaining Directors constitute a quorum) at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Board of Directors until a successor shall be elected at the next annual meeting of the Unit Owners' Association for the remainder of the term created by such vacancy; provided, however, that until the first annual meeting of the Unit Owners' Association, the vacancy in the position of any Director designated by the Declarant shall be filled by the Declarant.

Section 10. Organization Meeting. A special organizational meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Unit Owners' Association. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such special meeting, provided a quorum shall be present thereat.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice between annual meetings of the Unit Owners' Association, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, telex or telegraph, at least ten (10) business days prior to the date named for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, telex or telegraph, which notice shall state the time, place 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 two (2) Directors.

Section 13. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board of

Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present or a sole present Director may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 15. Compensation. No Director shall receive any compensation for acting as a Director.

Section 16. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be kept in a Minute Book maintained for the Board of Directors by the Secretary. The then current Robert's Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 17. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 18. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners' Association.

(a) The officers of the Association and the members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith or as otherwise provided by law. The Unit Owners and the Unit Owners' Association shall indemnify and hold harmless each of the officers and Directors from and against all liability arising out of contracts made or other action taken on behalf of the Unit Owners or the Unit Owners' Association, unless any such contract or action shall have been made in

bad faith. Every agreement made by the officers, Board of Directors or the Managing Agent on behalf of the Unit Owners' Association shall provide, if reasonably obtainable, that the officers, Board of Directors, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners' Association and shall have no personal liability thereunder (other than as Unit Owners), and that each Unit Owner's liability thereunder shall be limited in proportion to such Unit Owner's obligation to pay Common Expenses.

(b) The Unit Owners' Association and the Board of Directors shall not be liable for any failure of utility services or other services obtained by the Unit Owners' Association or paid for as a Common Expense, or for injury or damages to any person or property caused by the elements, by any Unit Owner, or by any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners' Association to comply with any of the provisions of these Bylaws, the Declaration, the Rules and Regulations, law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 19. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and in the best interests of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its officers or directors, or between the Unit Owners' Association and any corporation, firm or association (including the Declarant) in which any of the officers or Directors of the Unit Owners' Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or her or their vote(s) is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of the votes in the Unit Owners' Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Unit Owners' Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies, or approves any contract or transaction.

Arrangements between the Unit Owners' Association and the Declarant or the initial Managing Agent shall be deemed to satisfy the requirements of this Section.

Section 20. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

#### ARTICLE IV

##### Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and/or such other officers as in its judgment may be necessary or desirable. All officers shall have the duties normally incident to their respective offices in a Virginia business corporation and such other or additional duties as from time to time shall be assigned by the Board of Directors.

Section 2. Qualifications. All officers shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. The President and Secretary shall be members of the Board of Directors. Any officers other than the President and the Secretary may be, but shall not be required to be, Unit Owners. The foregoing restrictions shall not apply to officers selected by Directors designated by the Declarant prior to the first annual meeting of the Unit Owners' Association.

Section 3. Election. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting following each annual meeting of the Unit Owners' Association, and shall hold office at the pleasure of the Board of Directors.

Section 4. Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any

officer may resign at any time. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit and by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer (or such officer's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 5. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Unit Owners' Association for expenditures or obligations in excess of Ten Thousand Dollars (\$10,000.00) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Ten Thousand Dollars (\$10,000.00) or less may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors. The dollar limitations set forth above shall increase automatically each fiscal year, beginning in 1984, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. Metropolitan Area, or any successor index thereto.

Section 6. Compensation of Officers. No officer shall receive any compensation for acting as an officer.

## ARTICLE V

### Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of such year.

Section 2. Adoption of Budget. Each year, at least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Common Expenses (net of all common profits) for the ensuing fiscal year (including, without limitation, such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Unit Owners' Association, a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). Before the first day of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and the obligation of each Unit Owner pursuant to the provisions of this Article to pay his or her allocable share of the Common Expenses based upon such budget. When the first Board of Directors takes office, it shall determine the budget

for the period commencing upon the conveyance of legal title to the first Unit by the Declarant and ending on the last day of the fiscal year in which such conveyance occurs.

Section 3. Effect of Failure to Adopt Budget. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly charge at the rate established for the previous fiscal year until the monthly installment which is due more than ten (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners.

Section 4. Assessment of Common Expenses. The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed equally against all Units. The assessment made against each Unit Owner for each fiscal year shall set forth separately such Unit Owner's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12th) of the assessment for Common Expenses for such fiscal year. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or budgets adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves, until exhausted. Any net shortage shall be assessed equally against Unit Owners then of record and shall be payable, in the discretion of the Board of Directors, either (i) in full, with payment of the next due monthly installment, or (ii) in not more than six (6) equal monthly installments, beginning with the next due monthly installment. In the event the Condominium shall be expanded during any fiscal year the budget and/or assessment for Common Expenses need not be modified if the existing assessments are not increased or decreased by more than ten percent (10%) as a result of such expansion, and, in such event, any net shortages or excess amounts shall be assessed, credited, refunded or applied as provided in this Section.



Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements, and may establish reserves for general operations, contingencies or other matters. All reserves shall be kept in a separate bank account(s), segregated from general operating funds, and, if the Board of Directors shall deem it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owners' Association.

Section 6. Special Assessments. If reserves established and maintained in accordance with this Article shall be inadequate for any reason, including the non-payment of any Unit Owner's assessment, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or in part, extraordinary expenditures, or the cost of any construction, reconstruction or replacement of the Common Elements. Except as provided in Article IX of these Bylaws, such special assessment shall be levied equally against all Unit Owners, and may be payable, as the Board of Directors may determine, in lump sum or in installments. The Board of Directors shall serve notice of any such special assessments on all Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

Section 7. Working Capital Fund. Pursuant to the requirements of the Federal Home Loan Mortgage Corporation, there will be established an initial working capital fund through the payment made by each Unit Owner, upon the purchase of his or her Condominium Unit from the Declarant, of an amount equal to twice the monthly installments for Common Expenses for such Unit under the pro forma or actual budget then in effect. The Declarant shall deliver such funds so collected to the Board of Directors to provide working capital for the Unit Owners' Association. Neither the Declarant, any Mortgagee who obtains title by a Unit by foreclosure or deed in lieu thereof, any purchaser at a foreclosure sale, nor any purchaser upon a resale of a Unit, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, as the Board of Directors from time to time shall determine, including, without limitation, defraying shortages in operating funds.

Section 8. Obligation to Pay Common Expenses. Each Unit Owner shall be obligated to pay the Common Expenses assessed

by the Board of Directors pursuant to these Bylaws. No Unit Owner may be exempted from liability to contribute toward payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Condominium Unit subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Unit by such Unit Owner. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of a Condominium Unit or other successor Unit Owner shall be liable jointly and severally with the divesting Unit Owner for all unpaid assessments which have become due and payable against such divesting Unit Owner's Unit prior to and up to the time of divestiture, without prejudice, however, to any rights of such successor owner to recover from the divesting Unit Owner; provided, however, that any such divesting Unit Owner and successor shall, upon written request, be entitled to a recordable statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the divesting Unit Owner's Unit, and such successor shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within five (5) business days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum amount allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite to the issuance of such a statement.

Section 9. Lien for Assessments. The total annual assessment against each Unit Owner for Common Expenses and any special assessment levied pursuant to these Bylaws hereby is declared to be a lien against the Condominium Unit of such Unit Owner within the purview of the Condominium Act, which lien shall be effected as provided by law. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance then owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his or her Mortgagee by the Board of Directors or the Managing Agent.

Section 10. Subordination and Mortgagee Protection. Notwithstanding any other provision of the Declaration or the Bylaws to the contrary, any lien for assessments shall be subordinate to the rights of the institutional (i.e., a bank, savings and loan association, insurance company, pension fund or trust, or the Declarant) holder of a Mortgage made in good faith, for value received prior to the date such assessment became due and payable, and such Mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable

prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such Mortgagee or purchaser, their successors and assigns, shall be liable for and such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such Mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such Mortgagee or purchaser, their successors and assigns, equally shall be liable.

Section 11. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 12. Interest. In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period in excess of fifteen (15) days, such Unit Owner shall be obligated to pay a late payment penalty in such amount as from time to time shall be determined by the Board of Directors, provided such amount shall not exceed the highest interest rate permitted by law.

Section 13. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's allocable share of the Common Expenses.

Section 14. Books and Accounts. Books and accounts of the Condominium shall be kept under the direction of the Treasurer in accordance with acceptable accounting practices. Such books and accounts shall detail, in chronological order, the receipts and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expenses incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid-in Surplus" account as a capital contribution.

Section 15. Inspection of Books. The books and accounts of the Condominium shall be available for examination by the Unit Owners and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business, upon reasonable notice and for purposes reasonably related to their respective interests.

Section 16. Statement of Common Expenses. The Board of Directors shall promptly provide to any Unit Owner, contract purchaser

or Mortgagee so requesting the same in writing a written statement in recordable form of all unpaid assessments due from such Unit Owner. A fee of Ten Dollars (\$10.00) or the maximum amount allowed by law, whichever is greater, may be charged by the Board of Directors for such statement to defray the cost of rendering the same.

Section 17. Audit. All books and records shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

## ARTICLE VI

### Repair, Improvement and Use.

#### Section 1. Maintenance and Repair.

(a) By the Unit Owners' Association. Except as otherwise provided in this Section or by the provisions of these Bylaws or the Condominium Act, the Unit Owners' Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units, the cost of which shall be a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof, including, without limitation, interior walls included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as a part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Element patios, decks and yards. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owners' Association is responsible.

(2) Each Unit Owner shall perform normal maintenance to any Limited Common Element appurtenant to such Unit Owner's Unit and of any portion of the General Common Elements which such Owner has the right to utilize exclusively or in conjunction with less than all of the other Unit Owners (including, without limitation, seasonal draining and winterization of hose bibb(s)), and shall keep such Limited Common Element or portion of the General Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section. Each Unit Owner also shall be responsible for the expense of any maintenance, repair

and/or replacement of any of the Common Elements, including the Limited Common Elements, if in the opinion of not less than a majority of the members of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employees(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be made by the Unit Owners' Association, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, as provided by Section 79.79(a) of the Condominium Act, to the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Mortgage covering any Condominium Unit, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred shall be in a manner, to the extent practicable, so as not to unreasonably interfere with the use of a Unit.

Section 3. Additions, Alterations or Improvements.

(a) By the Unit Owners' Association. Whenever the Common Elements shall require any addition, alteration or improvement costing in excess of Ten Thousand Dollars (\$10,000) and the making of such addition, alteration or improvement shall have been approved by the Unit Owners' Association, the Board of Directors shall proceed with such addition, alteration or improvement and shall assess all Unit Owners for the cost thereof as a Common Expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Units Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Unit Owners'

Association without approval of the Unit Owners, regardless of the cost limitations imposed by this Section. Any addition, alteration or improvement costing Ten Thousand Dollars (\$10,000) or less may be made by the Board of Directors on behalf of the Unit Owners' Association without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing provisions of this Section, if, in the opinion of not less than a majority of the members of the Board of Directors, any addition, alteration or improvement is or shall be exclusively or substantially exclusively for the benefit of any Unit Owner or Owners requesting the same, such requesting Unit Owner(s) shall be assessed therefor in such proportion as they jointly shall approve, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. The dollar limitations set forth above shall increase automatically each fiscal year, beginning in 1984, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. Metropolitan Area, or any successor index thereto.

(b) By the Unit Owners. Except as permitted by Section 55-79.68(b) of the Condominium Act, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium, and interior partitions contributing to the support of any Unit or any building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors and windows) without the prior written consent of the Board of Directors acting for and on behalf of the Unit Owners' Association. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners' Association, and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Unit Owners' Association by the Board of Directors or any officer designated by the Board of Directors, without, however, incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The foregoing provisions of this paragraph shall not apply to Condominium Units owned by the Declarant before deeds of conveyance to such Units shall have been delivered, provided, however, that Declarant's construction or alterations shall be architecturally compatible with existing Units. The Declarant shall have the right to make any such alterations without the consent of the Board of Directors or any Unit Owner or Mortgagee, and the Board of Directors shall execute any such application required to accomplish the same.

Section 4. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Except as permitted by these Bylaws, no part of the Condominium shall be used for any purpose except housing and the related residential purposes for which the Condominium was designed.

(b) A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(c) No Unit shall be rendered for transient or hotel purposes. Each Unit Owner other than the Declarant, promptly following the execution of a lease for a Unit, shall forward a conformed copy thereof to the Board of Directors.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Unit Owners' Association, whichever shall have the obligation under the Declaration, these Bylaws or by law to so comply.

(e) Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, on or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the activities of the Declarant.

(f) Parking spaces designated as such on the Plat shall be used by the Unit Owners for self-service parking purposes on an unassigned first come, first served basis, unless otherwise determined by the Board of Directors.

(g) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of a reasonable number (as determined from time to time by the Board of Directors) of orderly domestic pets is permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, that such pets are not kept or maintained for commercial purposes or for breeding, and, provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days'

written notice from the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, the Managing Agent, and the Declarant from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and innoculated as required by law. The Animal Warden of Fairfax County specifically is authorized to enter onto the Condominium and enforce the Animal and Fowl provisions of the Code of Fairfax County, as amended.

(h) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. Swimming in the lake is prohibited and any use in violation of such prohibition and any other personal and/or recreational use of the lake shall be at the sole responsibility and risk of any person so using the lake. The Declarant specifically disclaims any and all liability for damage to person or property resulting for any reason from the existence of and/or any use of the lake. Each Unit Owner and any tenant and/or occupant of any Unit, for himself or herself and the family members, guests and/or invitees of any of the foregoing, by the acceptance of a deed of conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the above prohibition, assumption of risk and disclaimer are accepted and ratified by such Unit Owner, tenant or occupant.

(i) No fences may be erected in the Condominium except for those fences erected by the Declarant and those erected with the written consent of the Board of Directors.

(j) No satellite receiving systems or stations or exterior antennas of any kind shall be maintained on a Unit or upon the Common Elements, except for any master antennas which may be provided by the Declarant or with the prior written consent of the Board of Directors.

(k) No person may post any advertisement, poster, or sign of any kind on the exterior of a Unit or in the windows of a Unit, except as permitted by the Board of Directors or when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units or any Unit or Units leased by the Declarant, for model, sales and/or rental offices and/or for any other lawful purpose or purposes, and to display "For Sale" and "For Rent" signs of any size on the Common Elements, or on any such Unit or on the Building where such Unit is located, and the right is hereby given to any Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee.

Section 5. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided that such Rules and Regulations are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.



## ARTICLE VII

Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of such interest without the Unit to which it appertains shall be void.

Section 2. Resales of Units.

(a) Resales of Units by Unit Owners other than the Declarant are governed by law. Section 55-79.97 of the Condominium Act requires a Unit Owner other than the Declarant to obtain from the Unit Owners' Association and to furnish to his or her purchaser prior to the contract date of disposition certain financial and other statements and assurances concerning the Unit and the Condominium. In the absence of a written agreement to the contrary, the failure of the Unit Owners' Association to provide such statements and assurances in the manner and within the time periods provided by the Condominium Act, shall render, at the option of the purchaser, the contract of purchase void. The Condominium Act imposes other obligations on a Unit Owner and contains additional provisions concerning Unit Owners other than the Declarant, purchasers and the Unit Owners' Association in connection with the resale of a Unit. All Unit Owners are directed to the Condominium Act, including, specifically, but without limitation, Sections 55-79.97 and 55-79.84(h), prior to entering into a contract for the resale of a Unit.

(b) Leases of Units by Unit Owners other than the Declarant are governed by Section 4(c) of Article VI of these Bylaws.

## ARTICLE VIII

InsuranceSection 1. General Requirements.

(a) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:

(1) The named insureds under such policies shall be the Unit Owners' Association, the Unit Owners, the Insurance Trustee, the Board of Directors, the Managing Agent and their authorized representatives, as their interests may appear;

(2) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(3) The insurer waives (i) any right to claim by way of subrogation against the Unit Owners' Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners,

the members of their households; and (ii) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent;

(5) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior notice to the Board of Directors and the Managing Agent, and in the case of physical damage insurance, to all Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

(6) Any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation; and

(7) The master policy shall contain a standard mortgage clause, without contribution, in favor of each Mortgagee to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in this Article.

(b) All policies of insurance shall be written by companies with a financial rating of A or better under Best's Rating Guide (or any comparable rating under a revised rating guide).

## Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket all-risk policy of physical damage insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition, contingent liability, increased cost of construction, water damage and liberalization endorsements, insuring the entire Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air-conditioning equipment and other service machinery contained therein, and covering the interests of the Unit Owners' Association, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in this Article, in an amount equal to one hundred percent (100%) of the full replacement value of the Condominium based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. The amount of such coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.

(b) Such policy of physical damage insurance shall also provide or include to the extent obtainable:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so and, in such event, that the insurer shall pay on the basis of the agreed amount endorsement as though a total loss had occurred;

(2) That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the physical damage insurance shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(3) That the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portion of such policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements;

(4) That each Unit Owner shall have the right to request an increase in the coverage allocated to his or her Unit by reason of permitted betterments and improvements made solely to his or her Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Unit Owner; and

(5) That each Unit Owner shall have the right, at his or her sole expense, to obtain an endorsement to such policy insuring such Unit Owner for the cost of emergency shelter in the event of casualty rendering his or her Unit uninhabitable.

(c) A certificate of insurance or a true and certified copy of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting the same at least thirty (30) days prior to expiration of the then current policy.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine in accordance with this Section, insuring each member of the Board of Directors, the Managing Agent, the Unit Owners' Association, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements, including, specifically, but without limitation, the lake of the Condominium. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) libel, slander, false arrest and other personal injury offenses coverage; (ii) medical payments coverage; (iii) a cross liability endorsement

under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (iv) hired and non-owned vehicle coverage; (v) host liquor liability coverage with respect to events sponsored by the Association; (vi) garage-keeper's liability, to the extent required by the Federal Home Loan Mortgage Corporation; (vii) property of others coverage; (viii) products liability coverage; (ix) broad form property damage coverage; (x) if available, liberal endorsements coverage; (xi) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners' Association; and (xii) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of the negligent acts of the Unit Owners' Association, the Board of Directors, the Managing Agent, or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits in the discretion of the Board of Directors also may be obtained.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) Directors and officers liability coverage and fidelity bond coverage to protect against wrongful and dishonest acts on the part of the officers, directors, employees and other agents of the Unit Owners' Association, including the Managing Agent. Fidelity bonds shall (i) name the Unit Owners' Association as an obligee; (ii) be written in such amounts as from time to time shall be required by the Federal Home Loan Mortgage Corporation; and (iii) contain waivers of any defense based upon the exclusion for persons who serve without compensation from any definition of "employee" or similar expression;

(b) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Condominium Units, or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(d) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as required by the Federal Home Loan Mortgage Corporation or by law.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at such Owner's expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance

coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted betterments and improvements made by such Unit Owner to his or her Unit.

Section 6. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars (\$100,000.00), then, all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, with trust powers, located in the Commonwealth of Virginia or in the metropolitan Washington, D.C. area, as may be designated by the Board of Directors (which trustee herein is referred to as the "Insurance Trustee"). If such proceeds do not exceed One Hundred Thousand Dollars (\$100,000.00), then, all such proceeds shall be paid to the Board of Directors to be applied pursuant to the provisions of Article IX of these Bylaws. The dollar limitations set forth above shall increase automatically each fiscal year, beginning in 1983, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. Metropolitan Area, or any successor index thereto.

(b) The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors. The Insurance Trust Agreement shall provide that the Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in these Bylaws for the benefit of the insureds and their beneficiaries.

Section 7. Board of Directors as Agent. The Board of Directors hereby irrevocably is appointed the agent for each Unit Owner to adjust and settle all claims arising under insurance policies maintained by the Board of Directors and to execute and deliver releases upon the payment of claims.

ARTICLE IX

Repair and Reconstruction After Fire  
or Other Casualty

Section 1. General Requirements.

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Condominium

(excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

(b) When Reconstruction is not Required. If more than two-thirds of the entire Condominium, measured by full replacement value, is destroyed by fire or other casualty, and if within one hundred twenty (120) days after the date of such destruction Unit Owners owning Units to which at least four-fifths of the votes in the Unit Owners' Association appertain and Mortgagees holding two-thirds of all Mortgages owned in the Condominium agree to waive and terminate the condominium regime, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Condominium, each Unit owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

## Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of covered reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(b) Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, special assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors against all Unit Owners in proportion to the respective Percentage Interests of all Units, anything in these Bylaws to the contrary notwithstanding. Such special assessments shall not require the approval of the Unit Owners' Association, anything in these Bylaws to the contrary notwithstanding.

(c) Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

(d) Encroachments. Subject to any express or implied limitations imposed by Section 55-79.60 of the Condominium Act, encroachments upon or in favor of Units which may be created as a result of any reconstruction or repair in accordance with the provisions of this Article shall not constitute a claim or basis for any proceedings or action by the Unit Owner upon whose Unit such encroachment exists, provided that such reconstruction is substantially in accordance with the plans and specifications under which the Condominium originally was constructed or with the current applicable law. Such encroachments shall be allowed to continue in existence for so long as the reconstructed or repaired Unit(s) or Building(s) shall stand.

### Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with the sums received by the Board of Directors from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is less than One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the Commonwealth of Virginia and employed by the Insurance Trustee to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The dollar limitations set forth above shall increase automatically each fiscal year, beginning in 1984, in proportion to increases in the Consumer Price Index (all items) for the Washington D.C. Metropolitan Area or any successor index thereto.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to Section 2 of this Article in proportion to their payments, and the balance, if any, shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests, at law or in equity, in each Unit.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units (to the extent provided in this Section).

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Unit Owners' Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

## ARTICLE X

### Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages a Condominium Unit shall notify the Board of Directors of the name and address of the Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Board of Directors, whenever so requested in writing by a Mortgagee, promptly shall report in accordance with the provisions of Section 16 of Article V of these Bylaws any then unpaid assessments for Common Expenses due from the Unit Owner of the mortgaged Condominium Unit and any other default by such Unit Owner.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to each Mortgagee of such Unit whose name and address theretofore has been furnished to the Board of Directors. Further, the Board of Directors shall send such Mortgagee written notice of any default by a Unit Owner which has not been cured within thirty (30) days after the delivery to such Unit Owner of the first notice of default.

Section 4. Notice of Damage, Etc. The Board of Directors promptly shall notify the affected Mortgagee on any Unit of any damage to such Unit when such damage exceeds One Thousand Dollars (\$1,000.00), or of any damage to the Common Elements when such damage exceeds Ten Thousand Dollars (\$10,000.00), and of any condemnation or similar proceeding which may affect the Mortgagee.



Section 5. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees prior to or simultaneously with any change in the Managing Agent.

Section 6. Notice of Amendments. The Board of Directors shall give notice to all Mortgagees of any amendment to these Bylaws.

Section 7. Representation at Association Meetings. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat.

## ARTICLE XI

### Compliance and Default

Section 1. Unit Owners Subject to Condominium Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association, or an aggrieved Unit Owner to the relief as provided in this Section.

Section 2. Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court and under Virginia law.

Section 4. No Waiver of Rights. The failure of the Unit Owners' Association or a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Act, the Declaration, these Bylaws, or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association or such Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners' Association or to any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws, or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be

maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 5. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws contained herein, or the breach of any provision of the Condominium Act the Declaration shall give the Unit Owners' Association the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

## ARTICLE XII

### Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least two-thirds (2/3rds) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 55-79.72 of the Condominium Act. No such amendment shall be effective until recorded among the Land Records of Fairfax County, Virginia. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act or the Declaration. An amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Condominium Act (with specific reference to Section 55-79.74 thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend these Bylaws without the consent or approval of any party;

(ii) so long as the Declarant shall be the Unit Owner of Units holding more than twenty-five percent (25%) of the maximum aggregate votes in the Unit Owners' Association, Sections 2 and 10 of Article II, Section 1 of Article III shall not be amended without the consent in writing of the Declarant;

(iii) so long as the Declarant owns one or more Units, no amendment to these Bylaws shall be adopted that could unreasonably interfere with the sale, lease or other disposition by the Declarant

of Unit(s) in the Condominium or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iv) no amendments to these Bylaws shall be adopted that could abridge, modify, eliminate or otherwise affect any privilege granted or reserved by the provisions of these Bylaws to Mortgagees.

Section 2. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified United States mail, return receipt requested, first-class postage prepaid, or otherwise as the Condominium Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners' Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 3. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

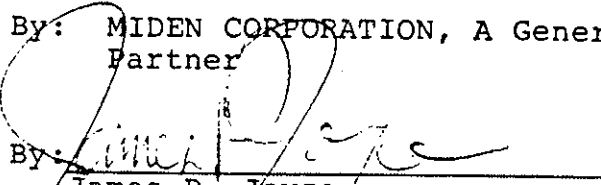
Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision hereof.

Section 5. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, and vice versa whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed this 1<sup>st</sup> day of Jan, 1984.

THE ANDEN GROUP, a California  
General Partnership

By: MIDEN CORPORATION, A General  
Partner

By:   
James P. Joyce,  
Vice President

