

BYLAWS  
OF  
GRANDVIEW ESTATES, A CONDOMINIUM  
TABLE OF CONTENTS

<u>Article</u> <u>Number</u>	<u>Section</u> <u>Number</u>	<u>Page</u> <u>Number</u>
ARTICLE 1	GENERAL PROVISIONS .....	1
	1.1 Submission of Condominium Regime.....	1
	1.2 Applicability of Bylaws .....	1
	1.3. Name .....	1
	1.4. Office .....	1
	1.5. Definitions.....	2
ARTICLE 2	UNIT OWNERS ASSOCIATION.....	2
	2.1. Composition.....	2
	2.2. Annual Meetings .....	3
	2.3. Place of Meetings .....	3
	2.4. Special Meetings .....	3
	2.5. Notice of Meetings .....	3
	2.6. Quorum and Adjournment of Meetings.....	3
	2.7. Order of Business .....	
	2.8. Conduct of Meetings.....	4
	2.9. Voting .....	5
	2.10. Proxies.....	5
ARTICLE 3	BOARD OF DIRECTORS.....	5
	3.1. Powers and Duties .....	6
	3.2. Managing Agent .....	6
	3.3. Number and Term of Office .....	7
	3.4. Election of Directors .....	8
	3.5. Removal or Resignation of Directors .....	9
	3.6. Vacancies.....	10
	3.7. Meetings of Directors.....	10
	3.8. Action Without Meeting.....	11
	3.9. Compensation .....	11
	3.10. Board of Directors as Agent.....	11
	3.11. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association.....	11
	3.12. Common or Interested Directors.....	12
	3.13. Covenants Committee .....	13
ARTICLE 4	OFFICERS .....	13
	4.1. Designation and Duties.....	13
	4.2. Election of Officers .....	13
	4.3. Removal or Resignation of Officers .....	13

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9302 Lee Highway, Suite 1100  
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Attn: JSB/JAB

	4.4. President .....	13
	4.5. Vice President .....	13
	4.6. Secretary .....	13
	4.7. Treasurer .....	13
	4.8. Execution of Documents.....	14
	4.9. Compensation of Officers.....	14
ARTICLE 5	OPERATION OF THE PROPERTY.....	14
	5.1. Determination of Common Expenses and Assessments Against Unit Owners.....	15
	5.2. Payment of Common Expenses .....	16
	5.3. Collection of Assessments.....	17
	5.4. Statement of Common Expenses .....	18
	5.5. Maintenance, Repair, Replacement and Other Common Expenses .....	18
	5.6. Additions, Alterations or Improvements by the Board of Directors.....	19
	5.7. Additions, Alterations or Improvements by the Unit Owners.....	19
	5.8. Restrictions on Use of Units and Common Elements; Rules and Regulations	
	5.9. Right of Access.....	20
	5.10. Utility Charges; User Fees.....	
	5.11. Parking Spaces .....	
	5.12. Storage; Disclaimer of Bailee Liability .....	
ARTICLE 6	INSURANCE .....	
	6.1. General Provisions .....	23
	6.1. Authority to Purchase; Notice .....	23
	6.2. Property Insurance .....	23
	6.3. Liability Insurance.....	24
	6.4. Other Insurance .....	24
	6.5. Unit Owner Insurance.....	25
	6.6. Insurance Trustee.....	25
ARTICLE 7	REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY .....	26
	7.1. When Repair and Reconstruction are Required .....	26
	7.2. Procedure for Reconstruction and Repair.....	26
	7.3. Disbursements of Construction Funds.....	26
	7.4. When Reconstruction Is Not Required .....	26
ARTICLE 8	MORTGAGES .....	27
	8.1. Notice to Board of Directors.....	27
	8.2. Notice of Default, Casualty or Condemnation.....	27
	8.3. Notice of Amendment of Condominium Instruments .....	27
	8.4. Notice of Change in Managing Agent .....	27
	8.5. Other Rights of Mortgagees.....	28
ARTICLE 9	COMPLIANCE AND DEFAULT .....	28
	9.1. Relief .....	29
	9.2. Lien for Assessments .....	29
	9.3. Supplemental Enforcement of the Lien.....	30
	9.4. Subordination and Mortgage Protection .....	30
ARTICLE 10	AMENDMENTS TO BYLAWS .....	31
	10.1. Amendments .....	31

	10.2. Approval of Mortgagees.....	31
ARTICLE 11	MISCELLANEOUS .....	31
	11.1. Notices.....	32
	11.2. Captions.....	32
	11.3. Gender.....	32
	11.4. Construction.....	32
	12.1 Designation.....	33

## **THE BYLAWS OF GRANDVIEW ESTATES, A CONDOMINIUM**

### **ARTICLE 1** **General Provisions**

Section 1.1. Submission to Condominium Regime. Certain land, buildings and improvements located in the District of Columbia (said land being identified on Exhibit "A" attached hereto) have been submitted to the provisions of Title 42, Chapter 19 of the District of Columbia Code (2001 Edition, as amended) by a Declaration (the "Declaration") by 1265 Talbert Street, LLC, recorded among the Land Records of the District of Columbia immediately prior to recordation of these Bylaws.

Section 1.2. Applicability of Bylaws. The provision of these Bylaws are applicable to the use and occupancy of the Condominium and the 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 1.3. Name. These Bylaws provide for the governance of the Condominium by the Unit Owners Association pursuant to the requirements of the Condominium Act, D.C. Code SECTION 42-1900 et. seq.. The name of the Unit Owners Association shall be GRANDVIEW ESTATES, A CONDOMINIUM, CONDOMINIUM UNIT OWNERS ASSOCIATION ("Unit Owners Association").

Section 1.4. Office. The office of the Condominium, the Unit Owners Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.5. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit B, or if not defined therein, the meanings specified for such terms in section 42-1901.03 of the Condominium Act. The following terms have the following meanings in the condominium instruments:

(a) "Board of Directors" or "Board" means the executive organ established pursuant to Article 3 of these Bylaws.

(b) "Common Element Interest" means the number assigned to each unit by Exhibit C to the Declaration which establishes each unit's undivided interest in the common elements, common expenses and common profits and votes in the Unit Owners Association.

(c) "Declarant or Declarants" means 1265 Talbert Street LLC.

(d) "Declarant Control Period" means the period prior to the earliest of (i) the date on which units to which seventy-five percent or more of the aggregate Common Element Interests appertain have been conveyed to unit owners other than the Declarant; (ii) two years after the date of the first conveyance of a condominium unit to a unit owner other than the Declarant (the maximum time period permitted by section 42-1903.02(a) of the Condominium Act); or (iii) the date specified by the Declarant in a notice to the Unit Owners Association that the Declarant Control period is to terminate on that date.

(e) "Limited Common Expenses" means expenses separately assessed against more than one but less than all of the condominium units generally in accordance with the services, as permitted by section 42-1903.12 (a) and (b) of the Condominium Act and Section 5.1

of these Bylaws. Except where the context requires otherwise, common expenses shall include Limited Common Expenses.

(f) "Majority Vote" means a simple majority (more than fifty percent) of the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage vote of the Mortgagees means a vote by the Mortgagees of condominium units to which such percentage of the total number of votes appertain.

(g) "Mortgagee" means an institutional lender holding first mortgage or first deed of trust ("Mortgage") encumbering a condominium unit in the Condominium, which has notified the Unit Owners Association of its status and has requested all rights under the condominium instruments. The foregoing notice shall include the lender's name and address, insure or guarantor and the unit number. For purposes of Article 8 only, when any right is to be given to a Mortgagee, the Board of Directors shall also give such right to the Federal Home Loan Mortgage Corporation, Fannie Mae (formerly the Federal National Mortgage Association), the Department of Veterans Affairs, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages if the Board has notice of such participation.

(h) "Officer" means any person holding office pursuant to Article 4 of these Bylaws, but contrary to section 42-1901.02(23) of the Condominium Act, shall not mean members of the Board of Directors unless such directors are also Officers pursuant to Article 4.

(i) "Unit Owners Association" or "Association" means the unincorporated, non-profit association of all the unit owners owning condominium units in the Condominium.

## ARTICLE 2 Unit Owners Association

Section 2.1. Composition. The Unit Owners Association shall consist of all the unit owners. For all purposes the Unit Owners Association shall act merely as an agent for the unit owners as a group. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Condominium Act and the Declaration. Except as to those matters, which the Condominium Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or managing agent as more particularly set forth in Article 3 of these Bylaws.

Section 2.2. Annual Meetings. The annual meetings of the Association shall be held on weekdays (other than legal holidays) at least thirty days before the beginning of each fiscal year.

Section 2.3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 2.4. Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association: (i) if so directed by resolution of the Board of Directors; (ii) after the termination of the Declarant Control Period, upon a petition signed and presented to the Secretary by unit owners of not less than twenty-five percent of the aggregate Common Interests; or (iii) during the Declarant Control Period, upon the request of the Declarant. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must (1) specify the time and place at which meeting is to be held, (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.5 of these Bylaws, or else specify that the Secretary shall designate the date of the meeting, (3) specify the purposes for which the meeting is to be held, and (4) be delivered to the Secretary. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than that date which is one hundred twenty days following the time that units to which twenty-five percent of the Common Element Interests appertain have been conveyed to unit owners, a special meeting of the Unit Owners Association shall be held at which not less than one-quarter of the directors shall be elected by the unit owners, other than the Declarant, to serve until the date of the first annual meeting. If such election is held prior to the time required by this section, the directors elected at such election shall not take office until the earlier of the time such election is required to be held or resignation of a director appointed by the Declarant without appointment of a replacement within ten days. The elected directors shall assume office in the order of the highest number of votes received. Any remaining directors designated by the Declarant shall continue to serve until their terms expire; provided, however, that no more than two such directors may serve until the first annual meeting after the special meeting held pursuant to this subsection and no more than one such director may serve until the second annual meeting after the special meeting held pursuant to this subsection.

(c) Not later than the time that units to which fifty percent of the Common Element Interest appertain have been conveyed to unit owners, a special meeting of the Association shall be held at which not less than thirty-three and one-third percent of the directors shall be elected by the unit owners, other than the Declarant, to serve until the date of the first annual meeting; provided, however, that if not less than one-third of the directors then serving were elected pursuant to subsection (b), no special meeting is required by this subsection (c).

(d) Not later than the termination of the Declarant Control Period, a special meeting of the Association shall be held at which more than fifty percent of the directors shall be elected by the unit owners, including the Declarant if the Declarant owns any units, to serve terms as provided in Section 3.3 of the Bylaws.

Section 2.5. Notice of Meetings. The Secretary shall notify each unit owner of each annual or regularly scheduled meeting of the unit owners at least twenty-one but not more than thirty days, and of each special meeting of the unit owners at least seven but not more than thirty days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this section and Section 11.1 of the Bylaws shall be considered service of notice.

Section 2.6. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners representing twenty-five percent or more of the total Common element Interest shall constitute a quorum at all meetings of

the Unit Owners Association. If at any meeting of the Unit Owners Association a quorum is not present, unit owners of a majority of the Common Element Interests who are present at such meeting in person or by proxy may: (i) recess the meeting to such date, time and place as such unit owners may agree not more than forty-eight hours after the time the original meeting was called; or (ii) adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called, whereupon the Secretary shall make reasonable efforts to notify unit owners of such date, time and place.

Section 2.7. Order of Business. The order of business at all meetings of the Unit Owners Association shall be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) appointment of inspectors of election (when so required); (h) election of directors (when so required); (i) unfinished business; and (j) new business; provided, however, that balloting for election of directors may commence at any time.

Section 2.8. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of all meetings of the Association when not in conflict with the Condominium Act or the condominium instruments. Tellers, appointed by the President or other Officer presiding over the meeting, shall supervise the tallying of all votes, and the names and addresses of the tellers shall be recorded in the minutes of the meeting.

Section 2.9. Voting.

(a) Basis; Multiple Person Owners. Voting at all meetings of the Unit Owners Association shall be on a percentage basis and the percentage of the vote to which each unit owner is entitled shall be the Common Element Interest assigned to such unit owner's unit in the Declaration. Where the ownership of a unit is in more than one person, the person entitled to cast the vote of such unit shall be the person named in a certificate signed by all of the owners of such unit and filed with the Secretary (if such a certificate is on file) or, in the absence of such named person from the meeting, the person entitled to cast the vote of such unit shall be the person owning such unit who is present. If more than one person owning such unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to subsection 42-1903.05(c) of the Condominium Act. If a unit owner is not a natural person, the vote for such unit may be cast by any natural person having authority to sign deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with one or more other persons, a unit owner; provided, however, that such natural person is named in a certificate signed by an authorized officer of such person; and, provided, further, that any vote cast by a natural person on behalf of such unit owner shall be deemed valid unless successfully challenged prior to adjournment of the meeting at which such vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. Subject to the requirements of the Condominium Act, wherever the approval or disapproval of a unit owner is required by the Condominium Act or the condominium instruments, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such unit at any meeting of the Unit Owners Association. There shall be no cumulative voting.

(b) Required Vote. Except where a greater number is required by the

Condominium Act or the condominium instruments, a Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association. If the Declarant owns or hold title to one or more units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such units are entitled.

(c) Delinquents. No unit owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if payment by such unit owner of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

(d) Arbitration. Any dispute that cannot be resolved by the unit owners of the Condominium relating to the interpretation of the condominium association instruments or arising out of disputes among the unit owners shall be resolved through Arbitration. The matter shall be submitted for Arbitration within ten days of a written request. The decision of the Arbiter is final and the parties are prohibited from petitioning the courts regarding the dispute. Payment of arbitration fees will be determined by the Arbiter. The Arbiter shall be selected from the panel of Arbiters maintained by the American Association of Arbitration (the AAA) or anyone else a majority of the unit owners select. This provision will in no way negate the statutory authority of the Condominium regime.

Section 2.10. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote in the proxy's discretion). Such proxies may be granted by any unit owner in favor of only another unit owner, an Officer, the Declarant, the managing agent or such unit owner's Mortgagee, or additionally in the case of a non-resident unit owner, the unit owner's lessee, attorney or rental agent. Only instructed proxies may be granted by any unit owner to the managing agent. No person other than the Declarant, the managing agent or an Officer shall cast votes as a proxy for more than one unit not owned by such person; provided, however, that a Mortgagee, an attorney or a rental agent for a non-resident unit owner may cast votes as proxy for as many units as such person represents. No Officer shall cast votes as an uninstructed proxy for more than two units not owned by such person. Proxies shall be duly executed in writing, shall be duly acknowledged (notarized), shall be dated, shall be witnessed including the full name, signature and address of said witness, shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, and must be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such unit. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Except with respect to proxies in favor of a tenant or Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty days after the execution thereof.

### ARTICLE 3 Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 3.2

hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each unit owner for the common expenses.

(b) Make assessments against unit owners to defray the cost and expenses of the Condominium, establish the means and methods of collecting such assessments from the unit owners and establish the period of the installment payment of the annual assessment for common expenses.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the common elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the unit owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Adopt and amend any Rules and Regulations; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act or the condominium instruments.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provision of the Declaration, these Bylaws and the Rules and Regulations, act on behalf of the unit owners with respect to all matters arising out of any eminent domain proceeding, and notify the unit owners of any litigation against the Unit Owners Association involving a claim in excess of ten percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article 6 of these Bylaws, pay the premiums therefore and adjust and settle any claims there under.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to unit owners of individual units or otherwise provided for in Sections 5.1 and 5.2 of these Bylaws.

(l) In accordance with the Condominium Act, keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the common elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the unit owners, contract purchasers, their attorneys, accountants, Mortgagees, the holders and insurers of first mortgage or any unit, and authorized agents during general business hours on business days at the times and in the general knowledge of the unit owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent auditor retained 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.

(m) Notify a Mortgagee of any default hereunder by the unit owner of the unit subject to such Mortgage, in the event such default continues for a period exceeding sixty days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the common elements; provided, however, that (except during the Declarant Control Period) either a Majority Vote obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws or a vote in writing by unit owners of units to which more than fifty percent of the votes in the Unit Owners Association appertain, shall be required to borrow any sum in excess of five percent of the total annual assessment for common expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (n) is not repaid by the Unit Owners Association, a unit owner who pays to the creditor a percentage of the total amount due equal to such unit owner's Common Element Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such unit owner's condominium unit, and the Association shall not be entitled to assess the unit for payment of the remaining amount due such creditor.

(o) Acquire, hold and dispose of condominium units and mortgage the same without the prior approval of the Unit Owners Association if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, from time to time to designate certain common elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(q) Furnish the statement required by Section 42-1904.11 of the Condominium Act within ten days after the receipt of a written request therefore from any unit owner.

(r) Grant and accept easements, through or over the common elements in accordance with subsection 55.79.80B of the Condominium Act, and which are reasonably necessary for the ongoing development and operation of the Condominium.

(s) Do such other things and acts not inconsistent with the Condominium Act or the condominium instruments which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

Section 3.2 Managing Agent. The Board of Directors may employ for the Condominium a "managing agent" at compensation to be established by the Board.

(a) Requirements. The managing agent shall be a bona fide business enterprise which manages common interest residential communities. Such firm or its principals shall have a minimum of two years experience in managing condominiums or apartments. Nothing herein shall prohibit the Unit Association from self managing the condominium. The management company shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(b) Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in subsections 3.1 (a), (c), (d), (e), (h), (i), (j), (k), (l), (m), (q), (r) and (s). 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 subsections 3.1 (b), (f), (g), (n), (o), and (p). The managing agent shall perform the obligations, duties and services relating to the management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) Standards. The Board of Directors shall impose appropriate standards of

performance upon the managing agent.

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to more than one but less than all of the unit owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Unit Owners Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed in advance to the Board of Directors; and

(6) a quarterly financial report shall be prepared for the Association containing:

(A) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis;

(B) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis;

(C) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(D) a "balance sheet" reflecting the financial condition of the Association on an unaudited basis;

(E) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(F) a "delinquency report" listing all unit owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

(d) Limitations. During the Declarant Control Period, the Board of Directors may employ a managing agent for an initial term not to exceed one year. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty days written notice.

Section 3.3. Number and Term of Office.

(a) Designated Members. During the Declarant Control Period, the Declarant shall be entitled to designate directors not elected pursuant to Section 2.4 of these Bylaws. The initial Board of Directors shall consist of no less than seven and not more than nine persons, all of whom shall be designated by the Declarant. The term of office of one director shall expire at the third annual meeting after the special meeting held pursuant to subsection 2.4(b); the term of office of at least one additional director shall expire at the second annual meeting after the special meeting held pursuant to subsection 2.4(b); and the term of office of any other directors shall expire at the first annual meeting after the special meeting held pursuant to subsection 2.4(b). The term of each designee shall be fixed by the Declarant. At the special meeting required by subsections 2.4(b), (c) and (d) a number of the directors designated by the Declarant shall resign if necessary so that the requisite percentage of directors shall have been elected in accordance with subsections 2.4(b) (c) and (d). The persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required, for the terms of office necessary so that the term of office of one-third of the directors shall expire at each of the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available term. At the expiration of the term of office of all directors designated by the Declarant or elected at the special meeting held pursuant to subsections 2.4(b), (c) and (d), all successor directors shall be elected to serve for a term of three years.

(b) Elected Members. No later than the first annual meeting of the Unit Owners Association after the special meeting held pursuant to subsection 2.4(b), the Board of Directors shall be composed of three persons. An elected director shall serve for a term of three years unless elected to fill a vacancy, in which case such director shall serve as provided in Section 3.6. Except for resignation or removal, the directors shall hold office until their respective successors shall have been elected by the Unit Owners Association.

Section 3.4. Election of Directors.

(a) Elections Committee. At least sixty-five days prior to the special meeting required by subsections 2.4(b), (c) and (d) and each annual meeting of the Unit Owners Association, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least two other unit owners. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the unit owners at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least thirty-five days before the meeting at which the election is to be held signed by the nominee or accompanied by a document signed by the nominee indicating the willingness to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition. The nominee must either be present to consent to the nomination or have indicated in writing the willingness to serve. This subsection (b) does not apply to persons appointed to the Board by the Declarant.

(c) Qualifications. No person shall be eligible for election as a member of the Board of

Directors unless such person is (alone or together with one or more other persons) a unit owner or a Mortgagee (or a designee of a Mortgagee) or a designee of the Declarant. No person shall be elected as a director or continue to serve as a director if the unit owner is more than sixty days delinquent in meeting financial obligations to the Unit Owners Association and a lien has been filed against such person's unit.

Section 3.5. Removal or Resignation of Directors. Except with respect to directors designated by the Declarant, at any regular or special meeting of the Unit Owners Association duly called, any one or more of the directors may be removed with or without cause by a vote of the unit owners and a successor may then and there be elected to fill the vacancy. Until the third anniversary of the date of recordation of the Declaration, a vote by unit owners owning units to which ninety percent of the total Common Element Interest appertains shall be required to remove a director. Thereafter, a director may be removed upon a Majority Vote of the unit owners and successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given at least seven days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A director may resign at any time and, except for a director designated by the Declarant, a director who was a Unit Owner at the time of election shall be deemed to have resigned upon disposition of such director's unit as provided for officers in section 42-1903.06(a) of the Condominium Act, or if not in attendance at three consecutive regular meetings of the Board, unless the minutes reflect the Board's consent to such absence.

Section 3.6. 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 shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors represent at such meeting may constitute less than a quorum because a quorum is impossible to obtain. Directors elected by the unit owners or the Board to fill a vacancy shall serve the remainder of the term of office of the director being replaced. During the Declarant Control Period, the Declarant shall designate the successor to any director previously designated by the Declarant who resigns or is removed.

Section 3.7. Meetings of Directors.

(a) Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Unit Owners Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors at the annual meeting.

(b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least quarterly during such fiscal year.

(c) Special Meetings. Special meeting of the Board of Directors may be called by the President on three business days notice to each director, given personally or by mail, telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meeting of the Board of Directors shall be called by the President or secretary in like manner and on like notice on the written request of at least three directors.

(d) Executive Session. All meetings of the Board of Directors shall be open to observers, except that the President or presiding officer may call the board into executive session on sensitive matters such as personnel, litigation strategy or hearings for violations of the condominium instruments. Any final action taken by the Board in executive session shall be recorded in the minutes.

(e) Notice. Notices of meetings of the Board of Directors shall be given to each director,

personally or by mail, telegraph or telephone, at least three business days prior to the day named for such meeting. No notice of the organizational meeting shall be necessary if such meeting is held immediately following the annual meeting.

(f) 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, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by such director of the time, place and purpose of 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.

(g) Quorum 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 while 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 may adjourn or recess the meeting from time to time. At any such adjourned 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. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for such purpose.

(h) Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Condominium Act or the condominium instruments.

Section 3.8. 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 directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.9. Compensation. No director shall receive any compensation from the Condominium for acting as such.

Section 3.10. Board of Directors as Agent. The Board of Directors shall have the power to act as agent for the unit owners of all of the units and for each of them, to manage, control and deal with the interests of such unit owners in the common elements of the Condominium to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors shall have the power to act as agent for each unit owner, each Mortgagee, other named insured parties and their beneficiaries and any other holder of lien or other interest in the Condominium of the Property to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (ii) execute and deliver releases upon the payment of claims and (iii) act on their behalf in any condemnation proceeding or action of eminent domain pursuant to section 42-1901.05 of the Condominium Act; provided, however, that the consent of a Mortgagee shall be required if such Mortgagee notifies the Board of Directors pursuant to Section 11.1 of the Bylaws within 10 days after receipt of notice of the damage pursuant to subsection 6.2(c) of the Bylaws or notice of the taking in condemnation or by eminent domain pursuant to Section 8.2 of the Bylaws. The Board of Directors may grant and accept easements and licenses pursuant to Section 42-

1903(b) of the Condominium Act.

Section 3.11. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association. (a) The officers, directors and members of the Covenants Committee shall not be liable to the Unit Owners Association or any unit owner for any mistake of judgment, negligence or otherwise, except own individual willful misconduct or bad faith. The Unit Owners Association shall indemnify and hold harmless each of the Officers and directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act or the condominium instruments, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners Association. The liability of any unit owner arising out of any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or directors, or for damages as a result of injuries arising in connection with the common elements solely by virtue of ownership of a Common Element Interest therein or for liabilities incurred by the Unit Owners Association, shall be limited to the total liability multiplied by such unit owner's Common Element Interest. Every agreement made by the Officers, the Board of Directors or the managing agent on behalf of the Unit Owners Association shall, if obtainable, provide that the Officers, the directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability there under (except as unit owners), and that each unit owner's Common Element Interest. The Unit Owners Association shall indemnify and hold harmless each of the members of the Covenants Committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provision of the Condominium Act or the condominium instruments. The Unit Owners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was an Officer or director of the Association or a member of the Covenants Committee against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Condominium.

(b) The Unit Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or the damage to person or property caused by the elements or by the unit owner of any condominium unit, or any other person, or resulting from electricity, water snow or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any unit owner for loss or damage, by theft or otherwise, or articles which may be stored upon any of the common elements. No diminution or abatement of any assessments, as herein elsewhere provided, 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 by the Unit Owners Association to comply with any law, ordinance or with the order or directive of any governmental authority.

Section 3.12. Common or Interested Directors. Each director shall exercise such director's powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and any of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Association are directors or officers or are pecuniary or otherwise interested, is either void or voidable because any such director is present at the meeting of the

Board of Directors or any committee thereof which authorized or approves the contract or transaction, or because such director's vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorized, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to at least a majority of the unit owners, and the unit owners approve or ratify the contract or transaction in good faith by vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Unit Owners Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote at the meeting to authorize any contract or transaction with like force and effect as if such director of the Unit Owners Association were not an officer or director of such other corporation, firm or association or not so interested.

#### Section 3.13 Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of at least three (3) members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the esthetic or property values of the Condominium; (3) furthering the comfort of the unit owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the units and the common elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or changes proposed by a unit owner. The Covenants Committees shall have the power to impose reasonable charges (pursuant to Subsection 9.1(g)) upon, and issue a cease and desist request to a unit owner, a member of the unit owner's household or such unit owner's guests, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Act, the condominium instruments, the rules and regulations or resolutions of the Board of Directors (upon petition of any unit owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the condominium instruments, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a unit owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and

exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within thirty (30) days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

#### ARTICLE 4 Officers

Section 4.1. Designation and Duties. The principal Officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. No officer need be a resident of the Condominium. Each officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Condominium Act or the condominium instruments, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 4.2. Election of Officers. The Officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall: be the chief executive officer of the Unit Owners Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall: keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; have charge of such books and papers as the Board may direct; vie or cause to be given all notices required to be given by the Association;

maintain a register setting forth the place to which all notices to unit owners and Mortgagees hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary.

Section 4.7 Treasurer The Treasurer shall (together with the managing agent): be responsible for Unit Owners Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data deposit all monies and other valuable effects in the name of the Board of Directors, the Association or the managing agent, in such depositories as may from time to time be designated by the Board; and, in general, perform all duties incident to the office of treasurer.

Section 4.8. Execution of Documents. Unless otherwise provided in the resolution of the Board of Directors: (i) all agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association expenditures or obligations in excess of \$3,000 and all checks drawn upon reserve accounts shall be executed by any two persons designated by the Board of Directors; and (ii) all such instruments for expenditures or obligations of \$3,000 or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any Officer of the Unit Owners Association may be designated by Board resolution to sign Certificates for Resale on behalf of the Association. Any Officer may also be designated by Board resolution to sign any amendment to subdivide a unit or relocate boundaries between units on behalf of the Association or at the request of a unit owner, pursuant to section 42-1902.25 or section 42-1902.26 of the Condominium Act.

Section 4.9. Compensation of Officers. No Officer shall receive any compensation from the Unit Owners Association for acting as such officer.

## ARTICLE 5 Operation of the Property

Section 5.1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) At least forty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation repair and replacement of the common elements and those parts of the units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Condominium Act, the condominium instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the unit owners of all related services. The budget shall reflect the separate assessment of Limited Common Expenses.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty days before the beginning of each

fiscal year, the Board of Directors shall send to each unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment payable by each unit owner. Such budget shall constitute the basis for determining each unit owner's assessment for the common expenses of the Condominium.

(c) Assessment and Payment of Common Expenses

(1) Subject to the provisions of subsection 9.1(a) hereof, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each unit owner in proportion to such unit owner's respective Common Element Interest, except for Limited Common Expenses which shall be assessed against each unit owner benefited in proportion to the relative Common Element Interest of such units inter se. The assessment for common expenses, including Limited Common Expenses, shall be a lien against each unit owner's unit as provided in Section 9.2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each succeeding eleven 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), one-twelfth of such assessment. Within ninety days after the end of each fiscal year, the Board of Directors shall supply to all unit owners, and to each Mortgagee requesting the same, 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 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, at the discretion of the Board of Directors, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the unit owners, be credited according to each unit owner's Common Element Interest to the next monthly installments due from unit owners under the current fiscal year's budget, until exhausted, or distributed to the unit owners. Any net shortage shall be assessed promptly against the unit owners in accordance with their Common Element Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than twelve equal monthly installments, as the Board of Directors may determine.

(d) Information to be Furnished in the Event of Resale by a Unit Owner.

(1) The Board of Directors or a duly designated agent or the Managing Agent, upon written request of any Unit Owner, shall furnish to such Unit Owner, on or prior to the tenth (10<sup>th</sup>) business day following the date of execution of a contract of sale for that Unit by a purchaser, a copy of the Condominium Instruments and a certificate as prescribed by Section 411 of the Act, setting forth the following:

- a) Statement regarding any unpaid assessments.
- b) Statement concerning any rights of first refusal or other restraints on free alienability.
- c) Statement of any capital expenditures anticipated by the Condominium Association within the current or succeeding two (2) fiscal years.
- d) Statement of status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion

of such reserves earmarked for any specified project by the Board of Directors.

- e) A copy of the statement of financial condition of the Association for the then most recent fiscal year for which such statement is available and the current operating budget if any.
- f) Statement of the status of any pending suits or any judgments to which the Association is a party.
- g) Statement setting forth what insurance coverage is provided for all Unit Owners by the Association and a statement as to whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents.
- h) Statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner is not in violation of the Condominium Instruments.
- i) Statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof.
- j) The date of issuance of the certificate.

2) The Board of Directors may impose a reasonable fee not to exceed One Hundred Dollars (\$100) for each such statement requested and payment thereof shall be a prerequisite to the issuance of a statement.

(e) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except for normal maintenance expenses shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against such reserves. Unless otherwise determined by a vote of three-fourths of the total number of directors, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives. If regular annual maintenance extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or by distribution to the unit owners. If the reserves are inadequate for any reason, including nonpayment of any unit owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against unit owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments as the Board may determine. The Board of Directors shall serve notice of any such further assessment on unit owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than seven days after the delivery of such notice of further

assessment. All unit owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in subsection (c).

(f) Initial Budget and Initial Capital Payment.

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this section, for the period commencing thirty days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the unit owners during such period as provided in subsection (c).

(ii) The Declarant, as the agent of the Board of Directors, will, collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for common expenses for such purchaser's unit. The Declarant will deliver the funds to be collected to the Board of Directors to provide the necessary working capital for the Unit Owners Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine.

(g) Effect of Failure to Prepare or Adopt Budget The failure or delay of the Board of Directors to prepare or 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 the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each unit owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten days after such new annual or adjusted budget is adopted.

(h) Accounts. All sums collected by the Board of Directors with respect to assessments against the unit owners or from any other source may be commingled into a single fund.

Section 5.2. Payment of Common Expenses. Each unit owner shall pay the common expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the Provision of Section 5.1 hereof. No unit owner may be exempted from liability from the assessment for common expenses by reason of waiver of the use or enjoyment of any of the common elements or by abandonment of the unit. No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit subsequent to the date of recordation of a conveyance by such unit owner in fee of such unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a unit shall be jointly and severally liable with the selling unit owner for all unpaid assessments against the latter for the proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling unit owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling unit owner within five business days following a written request therefore to the Board of Directors or managing agent and such purchaser shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee who comes into possession of a condominium unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid assessments or charges against such

unit which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all condominium units including the mortgaged condominium unit.

Section 5.3. Collection of Assessments. The Board of Directors or the managing agent at the request of the Board shall take prompt action to collect any assessments for common expenses due from any unit owner which remains unpaid for more than thirty days from the due date for payment thereof. If a unit owner is delinquent for more than sixty days, the Board of Directors shall file a memorandum of lien in compliance with section 42-1903.13 of the Condominium Act prior to the ninetieth day. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of ten dollars, or such other amount as may be established from time to time by the Board of Directors.

Section 5.4. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for common expenses due from such unit owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Unit Owners Association. The Unit Owners Association shall be responsible for the maintenance, repair and replacement of all of the common elements (including the limited common elements) as defined herein or in the Declaration, whether located inside or outside of the unit owners as a common expense; provided, however, that the Board of Directors may elect not to do so if in the opinion of a majority of the Board of Directors such maintenance, repair or replacement was necessitated by the negligence, misuse or neglect of a unit owner and provided, further, that each unit owner shall perform normal maintenance on the limited common elements appurtenant to such unit owner's unit and any portion of the remaining common elements which the Board of Directors pursuant to the Rules and Regulations has given such unit owner permission to utilize, including without limitation the items enumerated in subsection (c).

(b) By the Unit Owner.

(1) Each unit owner shall keep the unit and its equipment, appliances and appurtenances in good order.

(2) The unit owner of any unit to which a limited common element balcony, porch, terrace or patio is appurtenant shall perform the normal maintenance for such limited common element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by such unit owner's negligence, misuse or neglect. All structural repair or replacement shall be made by the Unit Owners Association as a common expense, as provided in subsection (b).

(3) Any unit owner permitted by the Board of Directors to use a specific portion of the common elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(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, but may be done with contemporary building materials and equipment. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 5.6. Additions, Alterations or Improvements by the Board of Directors. Except

during the Declarant Control Period, whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of five thousand dollars during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote, and the Board of Directors shall assess the cost thereof as a common expense. Any additions, alterations or improvements costing five thousand dollars or less during any period of twelve consecutive months may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense. The five thousand dollar limitation shall be increased annually by the percentage equal to any percentage increase in the annual budget of the Condominium. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent of improvements are for the benefit of less than all the unit owners, such unit owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

Section 5.7. Additions, Alterations or Improvements by the Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to the unit without the prior written consent of the Board of Directors or the Covenants Committee. An application shall be executed on behalf of the Association by an authorized Officer only, without however incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of any Mortgagee of such affected units, the Board of Directors and any unit owner affected, any unit may be subdivided or may be altered so as to relocate the boundaries between such unit and adjoining unit. The Secretary shall record any necessary amendment to the Declaration to effect such action provided in sections 42-1902.25 or 42-1902.26 of the Condominium Act. The provisions of this section shall not apply to units owned by the Declarant until deeds of conveyance of such units shall have been recorded; provided, however, that the Declarant's construction or alterations shall be architecturally compatible with existing units. The Declarant shall have the right to make such alteration or subdivisions without the consent of the Board of Directors and an authorized Officer shall execute any such application required.

Section 5.8. Restrictions on Use of Units and Common Elements; Rules and Regulations.

(a) Restrictions. Each unit and the common elements shall be occupied and used as follows:

(1) Except for the areas of the Condominium designated for a management office by the Board of Directors, all units shall be used for residential purposes only. No unit shall be used for residential purposes or for purposes not permitted by the applicable zoning ordinances. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the common elements for settlement of sales of condominium units and for customer service purposes. Further, the Declarant specifically reserves the right to operate a rental, brokerage and management office at any time in up to two units, to the extent permitted by law.

(2) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or in the common elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the common elements.

(3) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed; provided, however, that the Association and the Board of Directors shall have the power but not the obligation to enforce such laws, ordinances and regulations, enforcement being the primary responsibility of government officials. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a common expense.

(4) No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except those areas designated for such storage by the condominium instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors.

(5) The common elements shall be used only the furnishing of the services and vacillates for which the same are reasonably suited and which are incident to the use and occupancy of the units. The lobbies, public halls and stairways shall be used for no purpose other than for normal transit.

(6) The Declarant may rent unsold condominium units. No unit shall be used or occupied for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any unit shall be leased for any period; provided, however, that a reasonable number of roommates are permitted. No unit owner shall lease a unit other than on a written form of lease: (i) requiring the lessee to comply with the condominium instruments and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Lessor thereunder after thirty days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by unit owners. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof to the Board of Directors. The foregoing provision of this paragraph, except the restriction against use or occupancy for hotel or transient purposes, shall not apply to units owned by the Association, the Declarant, or to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common elements, except that the keeping of orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per unit without the approval of the Board of Directors and weighing not more than fifty (50) pounds each, and aquarium fish (and other limited species of animals which do not normally leave the unit and which do not make noise is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the common elements unless accompanied by someone who can control the pet and unless carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each unit owner and the Declarant free and harmless 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 which may leave the unit shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

(8) Except for such signs as may be posted by the Declarant for promotional or marketing purposes or by the Unit Owners Association, no signs or any character shall be erected, posted or displayed upon, in, from or about any unit or common element without the prior written approval of the Board of Directors. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(9) No unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type or revolving or periodic occupancy by multiple unit owners, cooperators, licensees, or timesharing participants.

(b) Changes to Rules and Regulations. Each unit and the common elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and changed by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each unit owner. Changes to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each unit owner upon request.

Section 5.9. Right of Access. By acceptance of the deed of conveyance, each unit owner thereby grants a right of access to the unit, as provided by section 42-1903.07(a) of the Condominium Act and subsection 4.2(a) of the Declaration, to the Board of Directors or the managing agent, or any other person authorized by the Board or managing agent, 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 the unit or in a common element to which access is obtained through the unit and threatening another unit or the common elements, performing installations, alterations or repairs to the mechanical or electrical systems or the common elements in the unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether or not the unit owner is present. Each unit owner shall provide a working copy of all unit keys to the Unit Owners Association.

Section 5.10. Utility Charges; User Fees. The cost of utilities serving the Condominium not individually metered to specific units shall be common expenses allocated pursuant to Section 5.1 hereof. Pursuant to section 42-1903.12(b) of the Condominium Act, the Board of Directors may impose reasonable user fees, whether or not designated as Limited Common Expenses, for the use of Reserved Common Elements, personal property of the Unit Owners Association, or services provided by the Unit Owners Association.

Section 5.11. Storage; Disclaimer of Bailee Liability. The Board of Directors, the Unit Owners Association, any unit owner and the Declarant shall not be considered a bailee of any personal property stored on the common elements (including property located in vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to a unit owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 6  
Insurance

Section 6.1. General Provisions.

(a) Authority, Liability and Notice. Except as otherwise provided in Section 6.6, all insurance policies relating to the Property shall be purchased by the Board of Directors and the cost thereof shall be allocated as provided in paragraph (2) of Subsection 5.1(c). The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverage required by this Article 6 or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverage from reputable insurance companies; (ii) if such coverage are so available only at demonstrably unreasonable cost; or (iii) if the Unit Owners Association's insurance professionals advise that the coverage required by paragraph (2) of Subsection 6.2(b) are not necessary. The Board of Directors shall promptly furnish to each unit owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverage obtained on behalf of the Association, in compliance with section 42-1903.10 of the Condominium Act.

(b) Policy Requirements.

(1) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the District of Columbia with qualifications consistent with any applicable Fannie Mae and Freddie Mac requirements. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the Mortgagees.

(2) The deductible or self-insured retention (if any) on any insurance policy purchased by the Board of Directors shall be a common expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may, pursuant to Subsection 9.1(a), assess any deductible amount necessitated by the act, neglect or carelessness for which a unit owner is responsible against such unit owner.

(3) The Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a unit owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article 6 shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.

(4) Each such policy shall provide that:

(a) The insurer waives any right to claim by way of subrogation against the Declarant, the Unit Owners Association, the Board of Directors, the managing agent or the unit owners, and their respective guests, invitees, tenants, agents and employees and, in the case of the unit owners and their tenants, and members of their households;

(b) Such policy shall not be canceled, invalidated or suspended due to the conduct of any unit owner (including such unit owner's household and such unit owner's guest's, invitees, tenants, agents and employees) or of any member, officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within sixty days after such demand; and

(c) Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least sixty days prior written notice to the Board of Directors, the managing agent and all Mortgagees.

(d) The Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a unit owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article 6 shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.

(e) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the District of Columbia. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the Mortgagees.

(f) The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense; provided, however, that the Association may, pursuant to subsection 5.5(a) of these Bylaws, assess any deductible amount necessitated by the negligence, misuse or neglect of a unit owner against such unit owner.

#### Section 6.2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), debris removal and water damage endorsements, insuring the entire Property (including without limitation all of the units and the fixtures initially installed therein by the Declarant, and replacements thereof up to the value of those initially installed by the Declarant, but not including furniture, wall coverings, improvements and additions, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning and heating 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 insurance trustee contained in Section 6.6 and 6.7 hereof), in an amount equal to one hundred percent of the then current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be predetermined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain such coverage on all real and personal property owned by the Unit Owners Association.

(b) Such policy shall also provide:

(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;

(2) The following endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or unit owner or their agents when such act or neglect is not within the control of the insured, or the unit owners collectively; nor by any failure of the insured, or the unit owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the unit owners collectively, have no control); (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes"; (iv) "increased cost of construction"; (v) "condominium replacement cost"; and (vi) "agreed amount" or elimination of coinsurance clause; and

(3) That any "no other insurance" clause expressly exclude individual unit owners' policies from its operation so that the physical damage policy purchased by the Board

of Directors 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 by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their Mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any sub policies or certificates and endorsements issued there under, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Property (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from the damage to the common elements in excess of five percent of the then current replacement cost of the Property. The Mortgagee of a unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such unit.

Section 6.3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring each director, the managing agent, each unit owner and the employees of the Unit Owners Association against any liability to the public or to the unit owners (and their guests, invitees, tenants, agents and employees) arising out of, or incident to the ownership or use of the common elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a unit owner because of negligent acts of the Unit Owners Association or of another unit owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than three million dollars.

Section 6.4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of Officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half the total annual condominium assessments for the year or the amount required by the Mortgagees, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; (iv) may provide that the managing agent is an insured under the policy; and (v) provide that such bond may not be cancelled or substantially modified without ten (10) days prior written notice to the Association and the Insurance Trustee.

(b) if required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than one million dollars per accident;

(e) directors and officers liability insurance in an amount not less than one million dollars; and

(f) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority Vote.

Section 6.5 Flood Insurance. If required by any governmental or quasi-governmental agency, including without limitation Fannie Mae or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency.

Section 6.6. Separate Insurance. Each unit owner shall have the right to obtain insurance for such unit owner's benefit, at such unit owner's expense, covering the unit and such unit owner's personal property and personal liability, as well as any improvements made to the unit by such unit owner (under coverage normally called "improvements and betterments coverage"); provided, however, that no unit owner shall be entitled to exercise this right to acquire to maintain such insurance coverage so as all unit owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a unit owner. No unit owner shall obtain separate insurance policies on the Condominium except as provided in this section.

Section 6.7. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Unit Owners Association, the unit owners, their Mortgagees and the Declarant, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board "as insurance trustee" to be applied pursuant to the terms of Article 7.

(b) 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 elsewhere stated in these Bylaws, for the benefit of the insured parties and their beneficiaries there under.

## ARTICLE 7

### Repair and Reconstruction After Fire or Other Casualty

Section 7.1. When Repair and Reconstruction are Required.

Except as otherwise provided in Section 7.4, if all or any part of any building is damaged or destroyed as result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any damaged units, and the floor coverings, fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the unit owners in the units unless covered by insurance obtained by the Unit Owners Association). Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of the unit.

Section 7.2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including without limitation any damaged units and any floor coverings and fixtures and appliances initially installed by the unit owners up to the value of those initially installed by the Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the unit owner in the unit unless covered by insurance obtained by the Unit Owners Association) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefore shall be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by at least fifty-one percent of the Mortgagees.

Section 7.3. Disbursements of Constructions Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the insurance trustee from collections of 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:

(1) if the estimated costs of reconstruction and repair is less than twenty thousand dollars, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of twenty percent of the Mortgagees, such fund shall be disbursed pursuant to paragraph (2).

(2) if the estimated cost of reconstruction and repair is twenty thousand dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the District of Columbia and employed by the insurance trustee to supervise such work, 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 various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (1) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described and (iii) 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.

(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 the reconstruction and repair for which the fund is established, such balance shall be divided among all unit owners in proportion to their

Common Element Interests and shall be distributed in accordance with the priority of interests at law or in equity in each unit.

(c) Common Elements. When the damage is to both common elements and units, the insurance proceeds; shall be applied first to the cost of repairing those portions of the common elements which enclose and service the units, then to the cost of repairing the other common elements and thereafter to the cost of repairing the units.

(d) Certificate. The insurance trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the unit owners; 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.

Section 7.4. When Reconstruction is Not Required. If the Board of Directors elects not to repair insubstantial damage to the common elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed or credited, as the Board of Directors may decide, to all unit owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to section 42-1902.28 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the insurance trustee among all unit owners in proportion to their respective Common Element Interests, after first paying out of the share of each unit owner, to the extent sufficient therefore, the amount of any unpaid liens on the unit in the order of priority of such liens. The damaged or destroyed common element will not be rebuilt pursuant to section 42-1903.10(i), in the event replacement or repair would be illegal under any health or safety statute, rule, or regulation or eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuild vote not rebuild.

## ARTICLE 8 Mortgages

Section 8.1. Notice to Board of Directors. A unit owner who mortgages the unit shall notify the Board of Directors of the name and address of the Mortgagee.

Section 8.2. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any unit owner of a default in paying an assessment for common expenses (which remains uncured for sixty days) or any other default shall simultaneously send a copy of such notice to the Mortgagee of such unit. Each Mortgagee shall also be promptly notified of any casualty when required by Section 6.2.(c) hereof, of all actions taken under Article 7 and of taking in condemnation or by eminent domain pursuant to section 42-1901.06 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

Section 8.3. Notice of Amendment of Condominium Instruments. The Board of Directors shall give notice to all Mortgagees at least seven days prior to the date on which the unit owners, in accordance with the provisions of these Bylaws, materially amend the condominium instruments.

Section 8.4. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees requesting such notice at least thirty days prior to changing the managing

agent.

Section 8.5. Mortgagees' Approvals.

(a) Two-Thirds Vote. Unless at least sixty-seven percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (i) (except following destruction or condemnation) change any unit's Common Element Interest except as provided in section 42-1901.06 of the Condominium Act; (ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of utility easements, etc. pursuant to section 42-1903.08(b) of the Condominium Act); (iii) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act, except as provided by section 42-1902.28 of the Condominium Act; (iv) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or (v) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Section 7.4 hereof.

(b) Majority Vote. Unless at least fifty-one percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (i) following destruction or condemnation, change any unit's Common Element Interest except as provided in Section 42-1901.6 of the Condominium Act; (ii) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Condominium Act, or terminated the Condominium, as provided by section 42-1901.28 of the Condominium Act; and (ii) add or amend any material provisions of the condominium instruments which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements (or unit if applicable); (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) maintenance and repair responsibility; (7) expansion or contraction of the Condominium or conversion of Convertible land; (8) boundaries of any unit; (9) convertibility of units into common elements or of common elements into units; (10) leasing of units; (11) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey the unit; or (12) any provisions which are for the express benefit or Mortgagees.

(c) Non Material Amendments. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(d) Presumptive Approval. A Mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such request.

Section 8.6. Other Rights of Mortgagees.

(a) Association Meetings and Records. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association. All such Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association. All such Mortgagees shall have the right to examine the condominium instruments, Rules and Regulations and books and records of the Condominium, to receive the annual report filed by Declarant pursuant to section 42-1904.07 of the Condominium Act and to require the submission of annual financial reports including any audited financial statement of the Association for the previous year and other budgetary information.

(b) Requirements. A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the unit number, shall be entitled to timely written notice of (i) any proposed amendment to the condominium instruments effecting a change in (a) the boundaries of any unit or the exclusive easement rights of a unit owner, (b) the interests in the common elements or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (c) the number of votes of the Association appertaining to any unit or (d) the purposes to which any unit or the common elements are restricted; (ii) any proposed termination of the Condominium; (iii) any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder; (iv) any delinquency in the payment of assessments or charges owed an owner of a unit subject to the mortgage of such eligible holder where such delinquency has continued for a period of 60 day; and (v) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## ARTICLE 9 Compliance and Default

Section 9.1. Relief. Each unit owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, condominium instruments and Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in section 42-1902.09 of the Condominium Act, a default by a unit owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the managing agent, to the following relief.

(a) Additional Liability. Each unit owner shall be liable to the Unit Owners Association or to any affected unit owner for the expense of all maintenance, repair or replacement rendered necessary by such unit owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such unit owner's household or such unit owner's guests, invitees, tenant, agents or employees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights or subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Condominium Act, the condominium instruments and the Rules and Regulations by any unit owner (or any member of such unit owner's household or such unit owner's guests, invitees, tenants, agents or employees) may be assessed against such unit owner's unit.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver or Rights. The failure of the Unit Owners Association, the Board of Directors or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium instruments or the Condominium Act shall not constitute a waiver of the right to the Unit Owners Association, the Board of Directors or the unit owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any unit owner pursuant to any term, provision, covenant or condition of the condominium instruments or the Condominium Act 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 other privileges as may be granted to such party by the condominium instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any unit owner in paying any sum assessed against the condominium unit other than for common expenses which continues for a period in excess of fifteen days, interest at a rate not to exceed the lower of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the condominium instruments or the Condominium Act shall give the Board of Directors 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 may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the condominium instruments or the Rules and Regulations on the common elements (including without limitation the towing of vehicles) or in any unit; or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(f) Legal Proceedings. Failure to comply with any of the terms of the condominium instruments and the Rules and Regulations shall be grounds for relief, including without limitations, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments or any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the managing agent, or, if appropriate, by any aggrieved unit owner and shall not constitute an election of remedies.

(g) Charges. The Board of Directors and the Covenants Committee may levy reasonable charges against unit owners for violations of the Condominium Act, the condominium instruments or the Rules and Regulations by the unit owner, the members of such unit owner's household, or such unit owner's tenant(s) or such unit owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than the lesser of the maximum amount permitted by law or (ii) one percent of such unit owner's annual assessment. Each day a violation continues, after notice is given to the unit owner, is a separate violation. If a unit owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

#### Section 9.2. Lien for Assessments.

(a) Lien. The total annual assessment of each unit owner for common expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the condominium unit of such unit owner as provided in Section 42-1903.13 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten days after delivery to the unit owner of notice of such special assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document,

as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a unit owner is payable in installments, upon a default by such unit in the timely payment of any two 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 of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting unit owner and such unit owner's Mortgagee by the Board of Directors of the managing agent.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the District of Columbia, by power of sale pursuant to Section 42-1903.13 of the Condominium Act or action in the name of the Board of Directors, or the managing agent, acting on behalf of the Unit Owners Association. While such suit is pending, the unit owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the District of Columbia.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding any pending suit to recover a money judgment.

(e) Right to Cure. A unit owner shall have the right to cure any default in payment of assessment as described in this section at any time prior to the foreclosure sale by tendering payment in full of past due assessments, plus any late charge or interest due and reasonable attorney's fees and costs incurred in connection with the enforcement of the lien for assessment.

Section 9.3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the condominium instruments or the Condominium Act, all of the unit owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may like-wise be required to secure the payment of such obligations by recording a declaration of trust in the land records where the condominium instruments are recorded granting unto one or more trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustees acting at the direction of the Board of Directors. If any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a unit shall take title subject thereto and shall assume the obligations provided for therein.

Section 9.4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaw upon any unit (and any penalties, interest on assessment, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage under a first mortgage, if the mortgage was made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall extinguish the lien for unpaid assessments, but shall not relieve the purchaser of the unit at such sale from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 10  
Amendments to Bylaws

Section 10.1 Amendments. These Bylaws may not be modified or amended except as provided in Section 42-1902.27 of the Condominium Act; provided, however, that until the expiration of the Declarant Control Period, sections 2.2, 2.9, 3.4,3.5 and 10.1 may not amended without the prior written consent of the Declarant. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

Section 10.2 Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

ARTICLE 11  
Miscellaneous

Section 11.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid (pursuant to section 42-1903.03 of the Condominium Act), or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a unit owner, at the address which 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 to 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 owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 11.2. 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 of the intent of any provision thereof.

Section 11.3. Disputes. Any dispute that cannot be resolved by the unit owners of the Condominium relating to the interpretation of the condominium association instruments or arising out of disputes among the unit owners shall be resolved through Arbitration. The matter shall be submitted for Arbitration within ten (10) days of a written request. The decision of the Arbiter is final and the parties are prohibited from petitioning the courts regarding the dispute. Payment of arbitration fees will be determined by the Arbiter. The Arbiter shall be selected from the panel of Arbiters maintained by the American Association of Arbitration (the AAA) or anyone else a majority of the unit owners select. The provision will in no way negate the statutory authority of the Condominium regime.

Section 11.4. Gender. The use of the masculine gender in these Bylaws shall be

deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.5. Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the condominium instruments may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. The use of technology in implementing the provisions of the condominium instruments dealing with notices, payments, signatures, votes, consents or approvals shall be governed by this Section.

(a) Electronic Means. To the extent permitted by law, the Unit Owners Association and its unit owners and occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet, the community or other network, whether by direct connection, intranet, telecopy or e-mail.

(b) Signature Requirements. Any requirement for a signature under the condominium instruments may be satisfied by a digital signature meeting the requirements of applicable law.

(c) Electronic Funds Transfer. Payment of all sums to and from the Association and the unit owners and occupants may be made by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

(d) Voting Rights. Voting and approval of any matter under the condominium instruments may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.

(e) Non-technology Alternatives. If any unit owner, occupant or third party does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means until such means has become generally (if not universally) accepted in similar communities in the area.

Section 11.6. Construction. These condominium instruments are intended to comply with all of the applicable provision of the Condominium Act and shall be so interpreted and applied. The failure to comply strictly with the time period required by the condominium instruments, unless also required by the Condominium Act, shall not invalidate any action of the Board of Directors or the Unit Owners Association in the absence of a written objection by the Declarant, a unit owner or a Mortgagee within ten days after the failure to comply.

ARTICLE TWELVE  
Resident Agent for Service of Process

Section 12.1 Designation. The initial resident agent who is authorized to accept service of process for the Unit Owner's Association is Yosief Mahari, 1614 7<sup>th</sup> Street, NW Washington, DC 20001. The Board of Directors may from time to time designate a successor resident agent and the same shall be evidence by an amendment to these Bylaws which shall be duly recorded, but such amendment may be executed by the Board of Directors without approval by the first mortgagees.

IN WITNESS WHEREOF, Yosief Maharai, managing member of the Declarant acknowledges this instrument as the Bylaws of the Condominium on December 07, 2007 and that he has authority to sign on behalf of the Declarant.

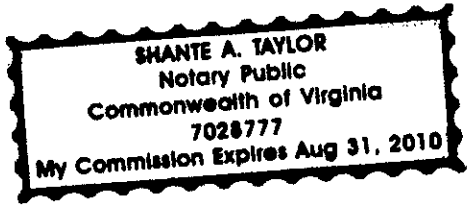
I 1265 TALBERT STREET LLC, a District of Columbia limited liability company  
Yosief Maharai [SEAL]  
Yosief Maharai, Managing Member

STATE OF Virginia  
COUNTY OF Fairfax

The foregoing was acknowledged before me on December 07, 2007 by Yosief Maharai as Managing Member of 1265 TALBERT STREET, LLC a District of Columbia limited liability company.

Shante A. Taylor  
Notary Public

My Commission expires: August 31, 2010



## EXHIBIT "A"

### Legal Description

PARCEL NO. 1, being former Lot numbered Nine Hundred Seventeen (917) in Square numbered Fifty-eight Hundred Seven (5807), premises numbered 1266 Talbert Terrace, S.E., and being former Parcel numbered 226/52, premises numbered 1464 Morris Road, S.E.

Part of Lot numbered Three (3) is a subdivision made by H.H. Barnard of Lot numbered ten (10) in the subdivision of part of a tract of land called "CHICHESTER", as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber Levy Court 2 at folio 90, being more particularly described as follows: Beginning at the northeast corner of said Lot and running thence northwesterly along the northeasterly line of said Lot to the southeasterly line of the part of said Lot conveyed to William Henry Lawton and wife, Ada Putnam Lawton by Deed dated September 22<sup>nd</sup>, 1942 and recorded in Liber 7794 at folio 372, among the Land Records of said District; thence southwesterly along the said southeasterly line of said conveyance 48.14 feet to the northeasterly line of the part of said Lot conveyed to Dexter Realty Company, Inc., by Deed dated March 31<sup>st</sup>, 1942, and recorded among the land Records aforesaid in Liber 7740 at folio 543; thence northwesterly along the northeasterly line of said last mentioned conveyance 70.24 feet to the northwesterly line of said Lot numbered Three (3); thence southwesterly along the northwesterly line of said Lot numbered Three (3) 12.47 feet, more or less, to the northeasterly line of Talbert Street or Talbert Terrace as shown on plat recorded in said Surveyor's Office in Liber 119 at folio 7; thence southeasterly along said line of Talbert Street, or Talbert Terrace 70.24 feet to the southeasterly line of said Talbert Terrace; thence southwesterly line of said Talbert Terrace 57.53 feet to the southeasterly line of said Lot numbered Three (3); thence southeasterly along the southwesterly of said Lot numbered Three (3); the southeasterly corner of said Lot and thence northeasterly along the southeasterly line of said Lot numbered Three (3) to the point of beginning. Subject to the Agreement as to the right of way recorded in Liber 781 at folio 277 of the aforesaid Land Records.

PARCEL NO. 2 being former Lot numbered Nine Hundred Fifty-six (956) in Square numbered Fifty-eight Hundred Seven (5807), premises numbered 1375 Morris Road, S.E.

Part of Lot numbered Four (4) in Bernard's subdivision of Lot Numbered Ten (10) of the tract of land called "CHICHESTER", made by the Trustees in Equity Cause numbered 163B, filed in the Supreme Court of the District of Columbia, as per plat of said first mentioned subdivision recorded in Liber Levy Court 2 at folio 90 in the Office of the Surveyor for the District of Columbia, and being more particularly described in accordance with a plat of computation recorded in Survey Book 160 at page 161 in said Surveyor's office as follows: Beginning at the southeasterly corner of said Lot numbered Four (4) and running thence with the southwesterly line of said Lot numbered Four (4) North 43° 36' 04" West 357.14 feet; thence North 51° 32' East 44.91 feet; thence South 38° 28' East 352.56 feet to the easterly line of said Lot numbered Four (4), thence with said easterly line of South 37° 54' 30" West 13.35 feet to the place of beginning.

Now being known for assessment and taxation purposes, as Lot numbered Fifteen (15) in Square numbered Fifty-Eight Hundred Seven (5807) per plat recorded in Subdivision Book 202 at Page 23 in the Office of the Surveyor of the District of Columbia.

Doc# 2007157809  
Filed & Recorded  
12/19/2007 11:54AM  
LARRY TODD  
RECORDER OF DEEDS  
WASH DC RECORDER OF DEEDS  
RECORDING \$  
SURCHARGE \$  
Total: \$  
293.00  
6.50  
299.50