

2016 AMENDED AND RESTATED BY-LAWS OF SOUTHGATE CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL

Section 1. Applicability. The provisions of these By-Laws are applicable to and in connection with that horizontal property regime established with respect to real property and improvements bordered by Sunrise Valley Drive on the north, Colts Neck Road on the east, South Lakes Drive on the south and Reston Parkway on the west in Reston, Fairfax County, Virginia (the "Property") pursuant to the provisions of the Virginia Horizontal Property Act, Virginia Code Annotated, Sections 55-79.1 through 55-79.38.

All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any co-owner's unit (as the same is defined in the Master Deed for Southgate Condominium) or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

Section 2. Name. The name of the Association (i.e. the unit owners Association) shall be Southgate Condominium Association, Inc., which is a Virginia nonstock corporation.

Section 3. Compliance. Pursuant to the provisions of Paragraph F.8 of the Master Deed, every co-owner of a unit and all those entitled to occupy the unit shall comply with these By-Laws.

Section 4. Office. The office of the Association and the Board of Directors shall be located at 2004 Colt's Neck Road, #G, Reston, VA 20191 or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

SOUTHGATE CONDOMINIUM ASSOCIATION

Section 1. Composition. All of the co-owners of the units contained in the Association acting as a group in accordance with the Condominium Act, the Master Deed and these By-Laws, shall constitute the "Southgate Condominium Association, Inc.", (hereinafter sometimes referred to as the "Association"), which shall have the responsibility of administering the Association, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Association and performing all of the other acts that may be required to be performed by the unit owners Association by the Virginia Condominium Act (Hereinafter the "Condominium Act"), the Horizontal Property Act (when applicable), the Master Deed and these By-Laws, including furnishing the statements required by Section 55-79.97 of the Code of Virginia (Resale by Purchaser). Except as to those matters which the Horizontal Property Act, the Condominium Act, the Master Deed or these By-Laws specifically require to be performed by the vote of the co-owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

Section 2. Annual Meetings. Annual meetings of the Association shall be held on any weekday during the month of March other than a federally recognized holiday. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article III of these By-Laws. The Board of Directors may permit some votes on issues and elections to be decided at the annual meeting to be cast prior and outside of the meeting electronically pursuant to Article XIII, Section 7 of the Bylaws. The co-owners may also transact such other business of the Association as may properly come before them.

Section 3. Place of Meetings. Meetings of the co-owners Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners Association if so directed by resolution of the Board of Directors or upon a petition signed by co-owners holding one-third of the votes calculated in accordance with the percentages assigned in the Master Deed and presented to the President. The notice of

any special meeting shall state the time, place and purpose of such meeting. At the option of the Co-owner, the notices can be delivered electronically instead. No business shall be transacted at this special meeting except as stated in the notice.

Section 5. Majority of Co-Owners. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners holding 51% of the votes calculated in accordance with the percentages assigned in the Master Deed.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the time and place where it is to be held, and, where necessary, its purpose, to each co-owner of record, at least 10 but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the co-owners who are present at such meeting, either in person or by proxy, may adjourn to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of owners holding 10% of the votes calculated in accordance with the percentages assigned in the Master Deed shall constitute a quorum at any meeting.

Section 9. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which a co-owner is entitled is the percentage assigned to his units in the Master Deed. When any unit is owned of record in joint tenancy, or in tenancy-in-common, or in any other form of joint or common ownership, such joint or common co-owners shall be entitled only to that percentage of the total vote to which one person would be entitled were he or she the owner of such residential unit.

Section 10. Proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein (Including any adjournment thereof) and must be filed with the Secretary at or before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any person(s) owning such unit. No proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 11. Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting, record all resolutions adopted at the meetings, and keep a record of all transactions occurring thereat in a Minute Book. Roberts Rule of order, Current Edition, shall govern, the conduct of all meetings of the co-owners Association when not in conflict with the Condominium Act, the Virginia Nonstock Corporation Act, the Master Deed or these By-Laws, until such time as the Association, by resolution, adopts other rules of order.

Section 12. Books and Records. The Association shall, upon request by a co-owner, make available for inspection during normal business hours, at the principal office of the Association or such other convenient location or under such other reasonable circumstances, current copies of the Master Deed, By-Laws, Rules and Regulations and other books, records and financial statements of the Association subject to the restrictions and exceptions in, and in accordance with the requirements of the Condominium and the Virginia Nonstock Corporation Act.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall consist of five (5) persons who shall be co-owners, at least three (3) of whom must be resident co-owners. In the event that a husband and wife or domestic partners own a unit (or units), both may be deemed co-owners for the purpose of this section, only one of whom may serve on the Board of Directors at a given time. In the event that the unit is owned by a trust, the trustee of the trust shall be deemed a co-owner for purposes of this section. In the event that a unit is owned by a partnership, all general partners shall be deemed co-owners for the purposes of this Section, only one of whom may serve at a given time. In the event that a unit is owned by a corporation, only the president of the corporation shall be deemed a co-owner for the purposes of this section. In the event that a unit is owned by a limited liability company, the manager or managing member shall be deemed a co-owner for purposes of this section. In the event that the unit is owned by a trust, the trustee of the trust shall be deemed a co-owner for purposes of this section.

Section 2. Powers and Duties. The Board of Directors shall have such authority and responsibility as is necessary for the administration of the affairs of the Association and may do all such acts and things not prohibited by law, by the Master Deed, or by these By-Laws or expressly directed herein to be done by the owners.

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

- (a) Care, upkeep, and improvement of the General and Limited Common Elements except that the unit owner must perform normal maintenance on a Limited Common Element appurtenant to the owner's unit, which includes keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water.
- (b) Establishing the annual budget and setting the level of monthly assessments.
- (c) Collection of all assessments from the co-owners.
- (d) Enforcement and interpretation of the terms of the Master Deed and these By-Laws.

Section 4. Management Agent. The Board of Directors may employ for the Association a licensed Management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Management Agent may or may not be a licensed community manager in the Commonwealth of Virginia, at the discretion of the Board of Directors. The agreement with the Management Agent shall also provide that the agreement may be terminated by the Association with cause upon thirty (30) days written notice to the Management Agent and without cause and without termination fee/penalty upon ninety (90) days written notice to the Management Agent.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of two (2) Directors shall be fixed at three (3) years, the term of office of two (2) Directors shall be fixed at two (2) years and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected. Terms will be staggered so that all terms do not expire the same year.

Notwithstanding the provisions of Section 11 of Article II of these By-Laws, directors shall be elected by a plurality and not by a majority.

Section 6. Vacancies.

- (a) Vacancies in the Board of Directors shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until the expiration of the term of the Director whose position he was named by the Board to fill.
- (b) In the event that any Director shall fail to attend three (3) successive regular meetings of the Board of Directors, then upon an affirmative vote of sixty-six and two thirds percent (66 2/3%) of the other Directors, such other Directors may declare the office of the said Director vacant. Thereupon, the said Director shall cease to be a member of the Board of Directors and the vacancy thereby created shall be filled as hereinafter provided.

Section 7. Removal of Directors. At any regular or special meeting of co-owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners present at such meeting and a successor may then and there be elected to fill the vacancy thus created. To remove a Director, a petition of fifteen (15) separate co-owners must be submitted to the secretary at least thirty (30) days before the meeting at which the matter is to be put to a vote. The Director whose removal is sought shall be given a notice of fifteen (15) days and an opportunity to be heard at the meeting. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

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

Section 9. Regular Meetings. The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board without other notice than such resolution. At least four (4) such meetings shall be held during each fiscal year, one (1) of which must be a budget meeting.

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

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

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

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary or designated person shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order, Current Edition, shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Horizontal Property Act, the Condominium Act, the Virginia Nonstock Corporation Act, the Master Deed or these By-Laws until such time as the Board of Directors may adopt other rules of order.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and Treasurer. The President and Vice President must be Directors. The President must be a resident co-owner. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of such new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

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

Section 4. President. The President shall be the chief executive of the Association. He/she shall preside at all meetings of the co-owners Association and of the Board of Directors. He/she shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Virginia, including, but not limited to, the power to appoint committees from among the co-owners from time to time as he/she may in his discretion decide is appropriate.

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

Section 6. Secretary. The Secretary, who may be a Director, shall keep the minutes of all meetings of the Association and the Board of Directors; he/she shall have charge of such books and papers as the Board of Directors may direct, and he/she shall, in general, perform all the duties incident to the office of the secretary of a corporation organized under the laws of Virginia.

Section 7. Treasurer. The Treasurer, who may be a Director, shall have the responsibility for the supervision of all Association funds, securities, financial records and books of account.

Section 8. Assistant Secretary. If the Board of Directors so desires, it may create the office of assistant secretary whose sole responsibility is to execute memoranda of condominium lien and certificates of satisfaction therefor. This responsibility is in addition to, and not in lieu of the President's authority to execute such documents. Such an assistant secretary need not be a co-owner, but must be an attorney at law licensed to practice in the Commonwealth of Virginia.

Section 9. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by such person or persons as may be designated by the Board of Directors by written resolution.

Section 10. Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his/her duties and obligations as an officer.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The co-owners Association shall indemnify every officer and director of the Association against any and all expenses, including counselor fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors of the Association) to which he or she may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the co-owners or the co-owners Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association project (except to the extent that such officers or directors may also be owners of units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the condominium project. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or Association in which one or more of the Directors are employees, officers, directors, owners or partners shall be void if one or more of the Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if all of the conditions specified in the following subparagraphs exists:

- (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 authorizes, 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 the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.
- (d) Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of the Condominium or not so interested.

Section 3. Violations Committee-Former members. For the purposes of this Article, the term "officer" includes former members of the Violations Committee.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Co-Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year.

(b) Preparation and Approval of Budget. Each year on or before December 15, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services (except for those utilities that serve each unit that are or may become individually metered or sub-metered), 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 Board of Directors to maintain, repair and replace, and the costs of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the laws of Virginia, the Master Deed or these By-Laws and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Association and the rendering to the co-owners of related services. The Budget may also include:

- (i) The cost of the maintenance or repair of any unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Association project or is otherwise in the interest or the general welfare of all owners of the units, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the co-owner of the unit proposed to be maintained and provided further that the cost thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article X of these By-Laws.
- (ii) Any amount necessary to discharge any lien or encumbrance levied against the Association project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Elements rather than the interest therein of the owner of any individual unit.
- (iii) Amounts as the Board of Directors considers necessary to provide working funds for the Condominium, a general operating reserve, or reserves for contingencies, replacements and improvements.

The Board of Directors shall send to each co-owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each co-owner, at least ten (10) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each co-owner's contribution for the Common Expenses of the Condominium.

- (c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property together with the provisions for reserves, both as set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each co-owner in proportion to his respective Undivided Interest in the Common Elements, and shall be a lien against each co-owner's unit as provided in the Condominium Act or the Master Deed. The total amount shall be due on the first day of the fiscal year, or the Board of Directors may provide that it shall be paid in equal periodic payments, but not more frequently than once per month. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply, upon request, to any co-owner and any institutional holder of a first mortgage on a unit, an audited 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 may, if the Board of Directors deems it advisable, be credited to reserves.
- (d) Reserves. The Board of Directors shall build up and maintain reasonable reserves (As determined by a reserve study) for working capital, operations, contingencies, replacements, and improvements. The reserve fund for replacements shall be established and maintained by the allocation and payment monthly to such reserve fund of any amount to be designated from time to time by the Board of Directors. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against reserves. If the reserves are inadequate for any reason, including nonpayment of any co-owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the co-owners according to their respective Undivided Interests in the Common Elements, and which may be payable in a lump sum or in installments or by adjustments to the monthly assessment as the Board of Directors may determine. The Board of Directors shall give notice of any such further assessment to all co-owners together with a statement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the giving of such notice of further assessment. All co-owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.
- (e) Effects of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a co-owner's obligation to pay his 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 co-owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.
- (f) Amendments to the Budgets. The Board of Directors may amend the annual budget from time to time as it deems appropriate or necessary. The assessments for the remainder of the fiscal year shall be adjusted in accordance with the amended budget. The amended budget shall be mailed to the co-owners together with a new schedule of assessments. All co-owners shall be obligated to pay the adjusted monthly amount.
- (g) Assessments. All sums collected by the Association with respect to assessments against the co-owners may be co-mingled into a single fund, but shall be identified and accounted for each co-owner in accordance with his Undivided Interests in the Common Elements.

Section 2. Payment of Common Expenses. All co-owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provision of Section 1 of this Article VI and such expenses not paid within ten (10) days after due shall be in default. No co-owner shall be liable for the payment of any part of the Common Expenses assessed against this unit subsequent to a sale, transfer or other conveyance by him of such unit. The purchaser of a unit shall be jointly and severally liable with the selling co-owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling co-owner the amounts paid by the purchaser therefor. Any co-owner or purchaser of a unit, having executed a contract for the disposition of the unit, shall be entitled to a statement in accordance with Section 55-79.84(h) of the Code of Virginia from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the unit. Provided further, that if a mortgagee of a first mortgage of record obtains title to a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, such purchaser, its successor, and assigns shall not be liable for, and such unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title of such unit by such purchaser pursuant to

the foreclosure sale. Notwithstanding the foregoing, in the event that payment of Installments of the annual assessment have been accelerated, such mortgagee or purchaser shall be obligated to pay all assessments that would have become due after acquisition of title had there been no acceleration. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such purchaser pursuant to the foreclosure sale shall be collectible from all co-owners, including the purchaser of the foreclosure sale in proportion to their respective Undivided Interest in the Common Elements.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any co-owner which remain unpaid for more than thirty (30) days from the date due for payment thereof and may take appropriate action prior thereto,

Section 4. Additions, Alterations, or Improvements by Board of Directors.

- (a) Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, alterations or improvements costing in excess of five percent (5%) of the current budget, the making of such additions, alterations or improvements shall be approved by a majority of the co-owners present and voting at a regular or special Association meeting. The Board of Directors shall proceed with such additions, alterations or improvements, and the cost thereof shall constitute part of the Common Expense. Any additions, alterations, improvements or programs of additions, alterations, or Improvements, costing five percent (5%) or less of the current annual budget may be made by the Board of Directors without approval of the co-owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations, or improvements are, exclusively or substantially exclusively, for the benefit of a co-owner or co-owners shall be assessed therefor in such proportion as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.
- (b) The Board may institute individual separate metering or sub-metering of utilities upon approval of the majority of the co-owners at a regular or special Association meeting.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

- a) Chart of Maintenance Responsibilities. With the exception of subparagraphs (b) and (c) below, the specific maintenance responsibilities and the costs attributable thereto shall be determined pursuant to the Chart of Maintenance Responsibilities attached hereto and incorporated herein as Exhibit "A".
- b) By Association. The Association acting by and through the Board of Directors shall be responsible for the maintenance, repair and replacement of all of the General Common Elements, including the Limited Common Elements, whether located inside or outside of the units; except that the unit owner must perform normal maintenance on a Limited Common Element appurtenant to the owner's unit, which includes keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water. The cost of such maintenance, repair and replacement shall be charged to the Common Expenses. In addition, the Board of Directors may specially assess the responsible co-owner for the amounts incurred by the Association if in the opinion of a majority of the Board of Directors, the Association incurred the expense as a result of such co-owner's negligence, intentional act or failure to maintain his/her unit or the negligence, intentional act or failure to maintain the unit caused by a member of the co-owner's household or the co-owner's tenant, licensee, invitee or guest. The cost of same shall be assessed as set forth in the Master Deed.
- c) By the Co-Owner. Each co-owner shall be responsible for maintaining such co-owner's unit and its equipment, appliances and appurtenances in good working order and in a clean and sanitary condition, and in such a manner so as to not cause any damage to any other unit or the General Common Elements.
- d) Pass-Key. The Board of Directors of the Association may maintain a pass-key to all units. Within thirty (30) days of the recordation of this Amended & Restated Bylaws, each co-owner may voluntarily provide the Association with an additional key for the use of the Association, pursuant to its right of access. The Association may use the pass-key in order to discharge its duties and responsibilities as provided for in F.11 of the Master Deed and to exercise the authority and powers granted in Article X, Section 1(g) of these By-Laws. If a unit co-owner does not provide a key and the Association needs immediate entry into said unit, a locksmith will be

called and the co-owner of said unit will be billed for the locksmith.

ARTICLE VII

INSURANCE

Section 1. Insurance Required. The Association shall obtain and maintain at all times, insurance in accordance with provisions of Paragraph L.1 of the Master Deed.

- (a) In addition, the Board of Directors shall be required to secure a master policy covering physical damage that will provide the following:
 - (i) That any "no other insurance" clause contained in the master policy shall expressly exclude individual co-owner's policies from its operation.
 - (ii) That the master policy not be brought into contribution with any insurance purchased by a co-owner or a mortgagee.
 - (iii) That the master policy may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Directors.
 - (iv) That the net proceeds of such policies, of ONE HUNDRED THOUSAND DOLLARS (\$100,000) or less shall be payable to the Association unless the board determines that it should be paid to the Insurance Trustee designated in Section 4 of this article, and if more than ONE HUNDRED THOUSAND DOLLARS (\$100,000) the net proceeds shall be payable to the Insurance Trustee designated in Section 4 of this Article.
 - (v) That the insurer waives any right to require repair or reconstruction with any insurance proceeds.
- (b) In addition, the Board of Directors shall use its best efforts to secure a master policy covering physical damage that will also provide the following:
 - (i) That the master policy on the property cannot be cancelled, invalidated, or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors or the Management Agent, without a prior demand in writing that the Board of Directors or the Management Agent cure the defect; and
 - (ii) That the master policy contains an "agreed amount" clause.
- (c) All policies of insurance shall be written with a company licensed to do business in the Commonwealth of Virginia and holding a rating of XI or better in the Financial Category of Best's Insurance Reports.
- (d) Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Section.

Section 2. Insurance Coverage. The Board of Directors shall be required, to the extent available, to obtain and maintain insurance in accordance with Paragraph L.3 of the Master Deed.

- (a) The Board of Directors shall review such limits once a year, but in no event shall such insurance be less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one accident or occurrence and FIFTY THOUSAND DOLLARS (\$50,000.00) with respect to any claim for property damage. The policy may contain a deductible amount that is customary for a condominium association master policy if the Board of Directors, in its discretion, deems it necessary to procure such insurance at a reasonable cost.
- (b) Fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Board of Directors and of the co-owners Association and all others who handle, or are responsible for handling, funds of the co-owners Association, such fidelity bonds shall meet the following requirements:

- (i) All such fidelity bonds shall name the co-owners Association as an obligee;
 - (ii) Such fidelity bonds shall be written in an amount determined by the Board of Directors; provided that such amount shall not be less than the amount required by law.
 - (iii) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of any persons who serve without compensation; and
 - (iv) Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior notice.
- (c) Such other insurance as the Board of Directors may determine.

Section 3. Separate Insurance. Each co-owner shall have the right, at his/her own expense, to obtain additional insurance for his/her own unit and for their own benefit and to obtain insurance coverage upon his personal property and for his personal liability, and for such other coverages as are not provided by insurance purchased by the Association, provided that no co-owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all co-owners, may realize under any insurance policy which it may have in force on the property at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the co-owner. All such additional policies shall contain waivers of subrogation.

Section 4. Insurance Trustee.

- (a) The Board of Directors shall have the right, to appoint an Insurance Trustee as soon as practical after a loss to administer the insurance proceeds of a loss. Such Insurance Trustee may be an attorney licensed to practice law in Virginia, a bank, trust company, savings and loan Association, building loan Association, insurance company, the Management Agent, if licensed by the Real Estate Commission or any other institution with adequate insurance or which posts an adequate bond. Provided, however, that in the event that the majority of the holders of the mortgages or deeds of trust encumbering units shall affirmatively disapprove such appointment, the Board of Directors shall select an alternative Insurance Trustee. The Insurance Trustee shall serve as Insurance Trustee until the insurance proceeds from the loss are fully distributed.
- (b) The Insurance Trustee shall not be liable for payment of premium, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these By-Laws for the benefit of the co-owners of the units and their respective mortgagees.

Section 5. Board of Directors as Agents. With reference to insurance policies purchased by the Board of Directors, the Board of Directors is hereby irrevocably appointed the agent for each co-owner mortgagee of a unit and owner of any other interest in the property to adjust all claims arising under such policies, and to execute and deliver releases upon the payment of claims.

Section 6. Premiums. Premiums upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

Section 7. Compliance with FHLMC Requirements. In no event shall any policy provided for hereunder be obtained from an insurance carrier where:

- (a) Under terms of the carrier's charter, By-Laws or policy, contributions or assessments may be made against a co-owner or the Federal Home Loan Mortgage Corporation or FHLMC's designee; or
- (b) By the terms of the carrier's charter, By-Laws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholder or members; or

- (c) The policy includes any limiting clauses (other than insurance conditions) which could prevent Federal Home Loan Mortgage Corporation, the Insurance Trustee, the Board of Directors or any co-owner from collecting insurance proceeds.

ARTICLE VIII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required. Repair and reconstruction shall be done in accordance with Paragraphs J and L.6 of the Master Deed. The Board of Directors shall arrange for and supervise the prompt repair and restoration of the building, including any damaged units, but not including any betterments, furniture, furnishings, fixtures, carpeting, equipment or other personal property installed by co-owners, 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 Board of Directors determines to be necessary or appropriate. Notwithstanding the foregoing, each co-owner shall have the right to supervise the redecoration of his own unit.

Section 2. Procedure for Reconstruction and Repair.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building including all fixtures, installations or additions comprising a part of the unit as initially installed or replacements thereof in accordance with the original Condominium plans and specifications, but not including betterments, furniture, furnishings or other personal property supplied or installed by the co-owner in the unit, to a condition as good as that existing before such casualty. Such costs may also include professional fees and premium for such bonds as the Board of Directors determines to be necessary.
- (b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the co-owners in proportion to the co-owner's respective interests in the Common Elements. Notwithstanding anything to the contrary herein contained, the Association shall not be responsible for any items of repair, replacement, or maintenance or consequential damage to any Unit, for which it would not otherwise be responsible under the provisions of these Bylaws, unless such loss or damage was occasioned through the fault of the Unit Owners Association. This provision shall be deemed to include the payment of any deductible amount under any Association policy.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.
- (d) Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the co-owner upon whose unit such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 3. Disbursement of Construction Funds.

- (a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Association from assessments against co-owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. The Board of Directors may, in accordance with Article VII, Section 4(a) of these By-Laws, deposit the funds collected by the Association from assessments against the co-owners with an Insurance Trustee, and the entire construction fund shall be held and disbursed by the Insurance Trustee.
- (b) Method of Disbursements. The construction fund shall be paid by the Board of Directors or the Insurance Trustee, as the case may be, in appropriate progress payment, to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.

- (c) Surplus. It shall be presumed that 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 a construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed in accordance with Paragraph L.6(a) of the Master Deed.
- (d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice-President, and the Secretary of the Association certifying:
 - (i) Whether or not the damaged property is required to be reconstructed and repaired.
 - (ii) The name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the co-owners; and
 - (iii) All other matters concerning the holding and disbursing of any construction fund held by it.

Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction is Not Required.

Paragraphs J and L.6 of the Master Deed shall be followed when reconstruction is not required.

ARTICLE IX

MORTGAGES

Section 1. Notice to Board of Directors. A co-owner who encumbers his unit by a mortgage or deed of trust shall notify the Board of Directors of the name and address of his mortgagee.

Section 2. Notice to Holders and Insurers of First Mortgages. The Board of Directors, whenever so requested by a holder or insurer of the first mortgage or first deed of trust on a unit, shall promptly provide written notice to the holder or insurer of the first mortgage or deed of trust, of the following:

- (a) Any proposed amendment of the Association instruments effecting a change in:
 - (i) The boundaries of the unit;
 - (ii) The undivided interest in the General Common Elements appertaining thereto;
 - (iii) The number of votes in the Association appertaining to any unit; or
 - (iv) The purposes to which any unit or the General Common Elements are restricted.
- (b) Any proposed termination of the Association;
- (c) Any condemnation or eminent domain proceeding affecting the Association or any portion thereof;
- (d) Any significant damage or destruction to the General Common Elements; and
- (e) Any default under the Master Deed or these By-Laws which gives rise to a cause of action against the owner of a unit subject to the mortgage or deed of trust as such holder or insurer where the default has not been cured within sixty (60) days.

Section 3. Inspection of Books and Records. The holder or insurer of a first mortgage or deed of trust on a unit shall be entitled, upon request, to:

- (a) Inspect the books and records of the Association during normal business hours; and

- (b) Receive an annual audited financial statement of the Association for the immediately preceding fiscal year except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

Section 4. Notice to Federal Home Loan Mortgage Corporation and Federal National Mortgage Association. The Board of Directors agrees to give timely notification in writing to any institutional holder of any first mortgage of a unit, including the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, who has provided its address in writing to the Association, when applicable of any loss to or taking of the Common Elements of the Association if such loss or taking exceeds TEN THOUSAND DOLLARS AND NO/100 (\$10,000,00).

ARTICLE X

COMPLIANCE AND DEFAULT

Section 1. Relief. Every co-owner, lessee, invitee, guest and all others entitled to occupy a unit or to be present on the Association property, shall comply with all of the terms of the Master Deed, these By-Laws, the Rules and Regulations of the Board of Directors and any amendments of the same. A breach by any such person shall entitle the Association, acting through the Board of Directors or through the Management Agent, and in an appropriate case, a co-owner to the following relief:

- (a) Legal Proceedings. Failure to comply with any of the terms of the Master Deed, these by-Laws or the Rules and Regulations of the Board of Directors shall be grounds for relief which may include, without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Condominium Act, the Master Deed or these By-Laws or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Management Agent, or, if appropriate, by an aggrieved co-owner.
- (b) Additional Liability. Each co-owner of a unit shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his or employees, agents, licensees, or lessees, 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 fire 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 an insurance company of its rights of subrogation.
- (c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged breach or default of the Condominium Act, the Master Deed, these By-Laws or the Rules and Regulations of the Board of Directors by a co-owner or any other person, the co-owners Association shall be entitled to recover the costs of its expenses and its reasonable attorney fees incurred therein.
- (d) Late Charge. In the event of a default by any co-owner of a unit in paying any common expenses or other sum assessed against him which continues for a period of ten (10) days, such co-owner of a unit may at the option of the Board of Directors, be obligated to pay a late charge.
- (e) Interest. In the event of a default by any co-owner of a unit in paying any common expenses or other sum assessed against him which continues for a period in excess of ten (10) days, such co-owner of a unit may at the option of the Board of Directors, be obligated to pay interest on the amounts due at a rate not to exceed twelve percent (12%) or the maximum interest rate permitted by law, whichever is lesser, from the due date in addition to the late charge set forth in the previous subsection.
- (f) Acceleration of Installments. In the event of a default by any co-owner of a unit in paying any common expenses or other sum assessed against him which continues for a period in excess of ten (10) days, the Board of Directors may accelerate the remaining installments of the annual assessment such that they become immediately due and payable.
- (g) Enforcement - Abatement and Enjoyment of Violations by Co-Owners. The violation of the provisions of the rules and regulations adopted by the Board of Directors or any breach of the Master Deed or these By-laws shall give the Board of Directors and its duly authorized representative and agent, the right, in addition to the other

rights set forth in the Condominium Instruments: (1) to enter the unit in which, or as to which, such violation or breach exists and to take such action as is authorized in the Master Deed Paragraph F.1, and the Board and such agents shall not be deemed guilty of trespass in any manner for entry into the unit; or (2) to use self-help to remove or cure any violation of this Master Deed or the rules and regulations on the Property (including the towing of motor vehicles) and to charge the associated expenses and costs back to the co-owner(s) of the unit; (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(h) Other Sanctions: Suspension of Privileges and Monetary Charges.

(i) In addition to the other rights set forth in the Master Deed and these By-Laws, the Board of Directors have the power to impose monetary charges and to suspend the right to vote in the Association and the right to use the General Common Elements (e.g. parking areas) or other rights in the case of an owner of a unit found responsible for violation of the Master Deed, these By-Laws or the Rules and Regulations; provided, however, that the Board of Directors may not deny a co-owner of a unit the use of the General Common Elements for ingress and egress to such co-owner's unit. The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed the statutory amounts as permitted under Virginia law, and shall be treated as an assessment against the co-owner's unit. The Board may suspend the right of the co-owner or other occupant, and the right of such co-owner's household, tenants, guests, invitees, employees and licensees to use the General Common Elements, including, but not limited to, the parking lots and limited common element parking space for any period of during which an assessment payment, including installment payments, which are more than sixty (60) days past due, remains unpaid.

Section 2. No Waiver of Rights. The failure of the Association, the Board of Directors, or of a co-owner of a unit to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these By-Laws or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors, or the co-owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges (including the authority to levy any monetary charges), granted to the Association, the Board of Directors, or any co-owner of a unit pursuant to any term, provision, covenant or condition of the Master Deed, these By-Laws or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Master Deed, these By-Laws or the Rules and Regulations, or at law or in equity.

Section 3. Lien for Contributions. Any sum assessed by the Association for the share of the Common Expenses chargeable to any unit and any monetary charges imposed shall constitute a lien on such unit and may be enforced pursuant to the provisions of Section 55-79.84 of the Code of Virginia and Paragraph G of the Master Deed.

ARTICLE XI

USE RESTRICTIONS

Section 1. Residential Use. Units in Southgate, a condominium, shall be used for residential purposes only. Subject to the requirements of federal, state and county laws and ordinances, no more than two (2) persons for each bedroom in a unit plus one (1) additional person may reside in a unit.

Section 2. Leasing. A unit within the project shall not be rented for transient or hotel purposes as defined in Paragraph I of the Master Deed. Any owner of any unit who shall lease such unit shall promptly, following the execution of such lease, forward a confirmed copy thereof to the Board of Directors. All leases shall be in writing and shall be subject and subordinate in all respects to the provisions of the Master Deed, these By-Laws and the Rules and Regulations of the Board of Directors and shall contain a provision to that effect and further provide that failure to comply constitutes a default under the lease.

Section 3. Animals and Pets. The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is prohibited within any unit or upon the Common Elements, except that the keeping of two (2) orderly domestic pets (e.g., dog, cat or caged birds) is permitted, without the approval of the Board of

Directors, along with guide animals and aquarium fish (and other limited species of animals which do not normally leave the unit and which do not make noise) are permitted, subject to the applicable 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, and provided further, that any such pet creating or causing a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any co-owner who keeps or maintains any pet upon any portion of the Property shall clean up any waster and excreta left by the pet and properly dispose of such waste. Any co-owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each co-owner 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 Association property. All pets which may leave the unit shall be registered with and photographed by the Management Agent of the Association and shall show proof of being registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

Section 4. Damage to Property. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any co-owner of a unit, his/her tenant, guests, children or pets shall be repaired at the expense of the co-owner of the unit.

Section 5. Motor Vehicle. Motor vehicles shall be parked only in designated parking spaces on the common elements. No commercial or industrial vehicles including but not limited to trucks, moving vans, buses, tractors, trailers, tow trucks, taxi cabs, hearses, or other for-hire vehicles, shall be permitted to be kept or parked overnight upon any portion of the common elements without the prior written approval of the Board of Directors. Trailers, recreational vehicles and equipment, camping vehicles and equipment, or boats shall not be parked on the common elements without the prior written approval of the Board of Directors. No vehicle shall remain on the common elements unless it has current state license plates and a current inspection sticker. Vehicle repairs of any kind are prohibited upon the common elements, except for the repair of flat tires.

Section 6. Compliance with Law; Noise. No use of a co-owner's unit shall violate any others' right of quiet enjoyment, and all valid laws, zoning and other ordinances (including occupancy requirements subject to the requirements of federal, state and local fair housing laws) and regulations of all governmental agencies having jurisdiction thereof shall be observed and are incorporated herein by reference. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Association shall be complied with, by and at the sole expense of the co-owner of the unit or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Association's Property, and if the latter, then the cost of such compliance shall be a Common Expense. No co-owner of a unit or occupant shall make or permit any disturbing noises by himself, his household members and other occupants, his tenants, employees, agents, invitee and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other co-owners. Co-owners of a unit and/or occupants shall exercise care not to disturb other co-owners of a unit and/or occupants with excessive noise from the use of radios, televisions, musical instruments, amplifiers, telephones and appliances.

Section 7. Rules and Regulations of the Board of Directors. The Board of Directors may from time to time promulgate, amend or repeal such Rules and Regulations as it deems necessary to further effectuate the purposes of the Condominium Act, the Master Deed and these By-Laws and for the health, safety and welfare of the co-owner of a unit, others present on the Association Property and for their use and enjoyment of the Common Elements and the co-owners' units comprising the Association.

ARTICLE XII

CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain, the provisions of Section 55-79.44, Code of Virginia as amended shall prevail and govern.

ARTICLE XIII

MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, if sent by regular first class mail or otherwise brought to the attention of the party to whom notice is given in a mode authorized from time to time by the Condominium Act:

- (a) If to a co-owner of a unit, at the address which the co-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 co-owner; or
- ii) If to the co-owners Association, the Board of Directors or the Management Agent, at the principal office of the Management Agent, or at such other address as shall be designated by the notice in writing to the co-owner of the unit pursuant to this Section.

Section 2. Registration of Ownership by Co-Owner. It shall be the responsibility of a co-owner to register the ownership of his unit with the Management Agent or the Secretary of the Association. The Association may rely upon the last registration in giving any and all notices.

Section 3. Resale of A Unit. In the event of the resale of a unit, strict compliance by the seller and the Association must be had with the provisions of the Condominium Act.

Section 4. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 5. Captions. The captions herein are inserted only as matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 6. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 7. Use of Technology. Due to the 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 these Bylaws or Master Deed (as amended) may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of these Bylaws and the Master Deed dealing with notices, payments, signatures, votes, consents or approvals.

(a) Electronic transmission and other equivalent methods. The Unit Owners' Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under these By-Laws or the Master Deed by any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

(b) Signature Requirements. Subject to the requirements of federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under these By-Laws or the Master Deed.

(c) Voting rights. Voting, consent to and approval by the Unit Owners of any matter under these By-Laws, the Master Deed or the applicable provisions of the Condominium Act may be accomplished by electronic transmission or other equivalent technological 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.

(d) Nontechnology Alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent 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.

ARTICLE XIV

LENDERS

Section 1. Lenders' Consent.

(a) Notwithstanding any of the provisions of these By-Laws to the contrary, unless at least sixty-six and two-thirds percent (66 2/3%) of the first mortgagees of co-owners of the units (based upon one (1) vote for each first mortgage owned) have given their prior written approval, the co-owners Association shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the condominium project;
- (ii) Change the pro-rata interest or obligations of any co-owner of the unit for the purposes of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each unit in the Common Elements;
- (iii) Partition or subdivide any co-owner's unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the General Common Elements provided that the following shall not be deemed to be prohibited by this clause: (x) the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Association; (y) consenting to the taking of a portion of the Common Elements by condemnation; and (z) granting easements for placement and maintenance of telecommunications and similar equipment to private or public entities.
- (v) Use hazard insurance proceeds for losses to any Property (whether to the co-owners of the units or to the Common Elements), for other than repair, replacement or reconstruction of such condominium property, except as provided by statute and the Master Deed in case of substantial loss to the units and/or Common Elements of the condominium project.

ARTICLE XV

AMENDMENTS TO BY-LAWS

Section 1. Amendments. These By-Laws may be modified or amended either:

- (a) By a vote of the co-owners of the units holding sixty-six and two-thirds percent (66 2/3%) of the total value of all units at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each co-owner at Least twenty-one (21) days in advance of such meeting; or
- (b) Pursuant to a written instrument duly executed by co-owners of the units holding at least sixty-six and two-thirds percent (66 2/3%) of the total value of all units.

Section 2. Recording. A modification or amendment of these By-Laws shall become effective only if such modification or amendment is recorded in the Land Records of the County of Fairfax, Virginia.

Section 3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Master Deed and the Condominium Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws, and all co-owners of the units shall be bound to abide by such modification and/or amendment.

Exhibit "A"

MAINTENANCE RESPONSIBILITIES	
UNIT ELEMENTS THAT ARE THE UNIT OWNERS RESPONSIBILITY	LIMITED COMMON ELEMENTS
<p>Front Door Interiors Knocker and Peepholes Locks and Thresholds Interior Drywall and Wooden Baseboards In-Unit Floor Treatments In-Unit Smoke Detectors In-Unit Electrical Wiring that serves only one unit Light Fixtures within the unit walls (ceiling, switches, sockets) Kitchen Appliances, Cabinets, Exhaust Fans Washer and Dryer Bedroom Doors, Trim, and All Closet Doors Bathroom Fixtures (sink, commode, tub/shower) Bathroom Ceramic Tile or Tub Surround All Pipes that serve One Unit Furnace Furnace Ducts Air Conditioning Unit Air Conditioning Condensate Lines Tracks, glass, and screen Sliding Glass Doors</p>	<p>Patios and Balconies and Railings Window Frames (except exterior paint)</p>
	<p>UNIT ELEMENTS THAT ARE THE ASSOCIATION RESPONSIBILITY</p> <p>Front Door Frames and Exteriors Window Frame Exterior Paint Mailbox Enclosures and Doors Service Contracts on Furnaces and Air Conditioning Units. Building Foundation Wood Structure of roof and interior unit walls. Concrete Floors and the Building. Roofs and Shingles Attic Insulation Gutters and Downspouts Hallways Exterior Light Fixtures and Outlets Water Heater Maintenance of Furnace and A/C Room (Moved from Common Elements)</p>
	<p></p>