

ARTICLES OF INCORPORATION

THE COUNCIL OF CO-OWNERS OF THE VISTAS CONDOMINIUM, INC.

THIS IS TO CERTIFY:

That we, the undersigned, each being at least twenty-one (21) years of age, do hereby declare ourselves as incorporators with the intention of forming a non-stock corporation under and by virtue of Chapter 2 of Title 13.1 of the Code of Virginia (1950), as amended, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of this Corporation shall be:

THE COUNCIL OF CO-OWNERS OF THE VISTAS CONDOMINIUM, INC.

ARTICLE II. The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE III. The initial registered office of this Corporation shall be at 9401 Lee Highway - Suite 403, Fairfax, Virginia 22030, in Fairfax County, Virginia. The initial registered agent of this Corporation is Marc E. Bettius, a citizen and actual resident of the Commonwealth of Virginia and a member of the Virginia State Bar, whose business office is identical with the registered office of this Corporation.

ARTICLE IV. This Corporation shall be the Council of Co-Owners of a condominium located in Fairfax County, Virginia, known and described as "THE VISTAS CONDOMINIUM", and this Corporation shall hereinafter in these Articles of Incorporation be known and referred to as the "Council of Co-Owners". Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration hereinafter described or in Chapter 4.2 in Title 55 of the Code of Virginia (1950), as amended, i.e., the Condominium Act.

ARTICLE V. The general purposes for which the Council of Co-Owners is formed, and business or objects to be carried on and promoted by it, are as follows:

(a) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual; and

(b) to provide for the maintenance, operation, care, upkeep and surveillance of the condominium and to provide other services for the benefit of the condominium and the unit owners in a manner consistent with the provisions of the Declaration, the By-Laws of the Council of Co-Owners and the Condominium Act.

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Council of Co-Owners as set forth in a certain Declaration, and the Exhibits attached thereto, made by the Declarant named therein on the 6th day of February, 1978, and recorded on the 17th day of February, 1978, in Deed Book 4812 at page 42 among the Land Records for Fairfax County, Virginia, and as the same may from time to time be supplemented, amended or modified, the provisions of which to the extent not inconsistent with the provisions hereof being incorporated in these Articles of Incorporation as if set forth herein at length.

For the general purposes aforesaid, and limited to those purposes, the Council of Co-Owners shall have the following powers:

(a) to construct, improve and maintain, operate and to buy, own, sell, convey, assign, mortgage, lease or manage any real estate and any personal property necessary or incident to the furtherance of the business of the Council of Co-Owners; and

(b) to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge or other lien; and

(c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the Council of Co-Owners; and

(d) to make patronage refunds to members as provided for in the By-Laws of the Council of Co-Owners; and

(e) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Council of Co-Owners or the common benefit of its members and, in general, to exercise the powers provided for in the Declaration hereinabove referred to, the By-Laws of the Council of Co-Owners and the Condominium Act and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration, the By-Laws of the Council of Co-Owners and the Condominium Act.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Council of Co-Owners, and the enjoyment of the exercise thereof, as conferred by the laws of the Commonwealth of Virginia and as set forth in the Condominium Act. No substantial part of the activities of the Council of Co-Owners shall be devoted to any attempt to influence legislation. The Council of Co-Owners shall not directly or indirectly, participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VI. The Council of Co-Owners shall be without capital stock and will not be operated for profit. Except as contemplated in the Condominium Act and except as provided in the Declaration and the By-Laws, the Council of Co-Owners does not contemplate the distribution of gains, profits or dividends to any of its members. Except as contemplated in the Condominium Act and except as provided in the Declaration and the By-Laws, the members of the Council of Co-Owners shall not be personally liable for the debts, liabilities or obligations of the Council of Co-Owners.

ARTICLE VII. The authorized number of memberships of the Council of Co-Owners is 48, all of which shall be of one class. Every unit owner shall be a member of the Council of Co-Owners; provided, however, that any person who holds any legal or equitable interest in a condominium unit solely as security for the repayment of a debt or the performance of an obligation shall not be a member of the Council of Co-Owners by reason only of such interest.

The voting and other rights and privileges of membership, the liability of each member for assessment for common expenses of the condominium and the method of collection thereof, shall be as set forth in the Declaration, the By-Laws of the Council of Co-Owners and the Condominium Act.

The members of the Council of Co-Owners shall have no preemptive rights, as such members, to acquire any memberships of the Council of Co-Owners that may at any time be issued by the Council of Co-Owners except as may be specifically provided in these Articles of Incorporation.

ARTICLE VIII. The Council of Co-Owners shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due to the Council of Co-Owners from the holders thereof for any reason whatsoever.

ARTICLE IX. In the event any member sells, assigns or otherwise transfers of record the fee interest in any condominium unit in which he holds the interest required for membership, such membership shall terminate and, at the same time, the Council of Co-Owners shall issue a new membership to the transferee of the condominium unit. The foregoing requirements shall not obtain in the event a condominium unit is transferred as aforesaid solely as security for the repayment of a debt or the performance of an obligation.

ARTICLE X. The number of Directors of the Council of Co-Owners shall not be less than three (3) and the names and post office addresses of the three (3) initial directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
Robert B. Woodbridge	6101 Montrose Road - Suite 400 Rockville, Maryland 20852
Larry A. Goldstein	6101 Montrose Road - Suite 400 Rockville, Maryland 20852
James J. Sambatrao	6101 Montrose Road - Suite 400 Rockville, Maryland 20852

The qualifications, powers, duties and tenure of the office of Director and the manner by which directors are to be chosen shall be as prescribed and set forth in the by-Laws of the Council of Co-Owners. Officers of the Council of Co-Owners shall be elected and shall serve as provided for in said By-Laws.

ARTICLE XI. (a) The Council of Co-Owners 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, whether civil, administrative or investigative (other than an action by or in the right of the Council of Co-Owners) by reason of the fact that he is or was a Director, officer, employee or agent of the Council of Co-Owners, or is or was serving at the request of the Council of Co-Owners as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Council of Co-Owners. The termination of any action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Council of Co-Owners.

(b) The Council of Co-Owners 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 or suit by or in the right of the Council of Co-Owners to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Council of Co-Owners, or is or was

... serving at the request of the Council of Co-Owners as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Council of Co-Owners and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Council of Co-Owners unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of the Council of Co-Owners has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this Article (unless ordered by a court) shall be made upon the determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so

directs, then by independent legal counsel in a written opinion, or (3) if such a quorum is not obtainable and the Board of Directors has not directed that a written opinion be obtained from independent counsel, then by the vote of a majority of the then members of the Council of Co-Owners.

(e) Expenses incurred in defending an action, suit, or proceeding, whether civil, administrative or investigative, may be paid by the Council of Co-Owners in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided for in subsection (b) of this Article upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Council of Co-Owners as authorized in this Article.

Any right to indemnification provided for in this Article shall not be exclusive of any other rights to which any officer or Director of the Council of Co-Owners, or former officer or Director of the Council of Co-Owners may be entitled. Each of the indemnities provided for in this Article shall continue as to any person who has ceased to have the capacity referred to above and shall inure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE XII. Except to the extent that any of them may also be unit owners in the condominium, the officers and Directors of the Council of Co-Owners have no personal liability as such officers and Directors with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Co-Owners and the Council of Co-Owners shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for in this Article shall not be exclusive of any other rights to which any officer or Director of the Council of Co-Owners, or former officer or Director of the Council of Co-Owners may be entitled. Each of the indemnities provided for in this Article shall continue as

to any person who has ceased to have the capacity referred to above and shall inure to the benefit of the heirs, executors and administrators of any such person.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council of Co-Owners and the condominium. No contract or other transaction between the Council of Co-Owners and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Council of Co-Owners are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or 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 any of the conditions specified in any of the following paragraphs exist:

(e) 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 of the Board of Directors, 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 Council of Co-Owners at the time it is authorized, ratified, approved or executed.

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 thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer or such other corporation, or not so interested.

ARTICLE XIII. The amount of any assessment, or portion of any assessment, levied against the members of the Council of Co-Owners and required for payment of any capital expenditures or reserves of the Council of Co-Owners may be credited upon the books of the Council of Co-Owners to the "Paid-in-Surplus" account as a capital contribution by the members.

ARTICLE XIV. Subject to the limitations set forth in the Condominium Act, the Declaration and the By-Laws, the Council of Co-Owners reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law for the amendment of Articles of Incorporation.

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the Commonwealth of Virginia, we, the undersigned incorporators, have executed these Articles of Incorporation this _____ day of _____, 1980.

WITNESS:

_____ Robert B. Woodbridge (SEAL)

_____ Larry A. Goldstein (SEAL)

_____ James J. Sambataro (SEAL)

STATE OF MARYLAND)
) §§
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this _____ day of _____, 1980, personally appeared before me, a Notary Public in and for the State and County aforesaid, ROBERT B. WOODBRIDGE, LARRY A. GOLDSTEIN and JAMES J. SAMBATARO, parties to the foregoing Articles of Incorporation, each known personally to me as such, and I, having first made known to each of them, the context of said Articles of Incorporation, each did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and each acknowledged the facts therein stated to be true as set forth.

GIVEN under my hand the year and day first above written.

Barry M. Fitzpatrick, Notary Public

My Comm. expires: 7-1-82

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"EXHIBIT B"

BY-LAWS

THE COUNCIL OF UNIT OWNERS OF THE VISTAS CONDOMINIUM, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name and Location. The name of the Council of Co-Owners is as follows:

THE COUNCIL OF UNIT OWNERS OF THE VISTAS CONDOMINIUM, INC.

Its principal office and mailing address is as follows:

c/o Berger/Berman Builders, Inc.
6101 Montrose Road - 4th Floor
Rockville, Maryland 20852

ARTICLE II

DEFINITIONS

Section 1. Declaration. "Declaration", as used herein, means that certain Declaration made the 6th day of February, 1978, by the Declarant therein identified, pursuant to Chapter 4.2 in Title 55 of the Code of Virginia, 1950, as amended, i.e., the Condominium Act, by which certain described premises (including land) are submitted to a condominium property regime and which Declaration is recorded among the Land Records for Fairfax County, Virginia, immediately prior hereto and to which these By-Laws are appended as an Exhibit.

Section 2. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the condominium units in the condominium. "Mortgage", as used herein, shall include deed of trust. "First mortgage", as used herein, shall mean a mortgage encumbering one or more of the condominium units in the condominium with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, industrial loan associations, trust companies, business trusts including (but without limitation) real estate investment trusts, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, all partnerships, any agency or department of the United States Government or of any state or municipal government and any other lender regularly engaged in financing the purchase, construction or improvement of real estate and any assignee of a mortgage made by such a lender.

Section 3. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Condominium Act.

ARTICLE III

MEMBERSHIP

Section 1. Members. Every unit owner shall be a member of the Council of Co-Owners.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Council of Co-Owners is organized under the laws of the Commonwealth of Virginia, the name of the registered holder or holders of the membership represented thereby and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium unit to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Council of Co-Owners and shall be sealed with the seal of the Council of Co-Owners, if any. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Council of Co-Owners and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the unit owner claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Council of Co-Owners a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Council of Co-Owners.

ARTICLE IV

MEETINGS OF UNIT OWNERS

Section 1. Place of Meeting. Meetings of the unit owners shall be held at least once each year at the principal office of the Council of Co-Owners or at such other suitable place within the Commonwealth of Virginia reasonably convenient to the unit owners as may from time to time be designated by the Board of Directors.

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Section 2. Annual Meetings. The first annual meeting of the unit owners shall be held at such time and place as the Board of Directors shall determine; provided, however, that the first annual meeting of the unit owners shall be held within one (1) year following the date of recordation of the Declaration. Thereafter, the annual meetings of the unit owners shall be held on such date during the month of April of each succeeding year as the Board of Directors may from time to time determine. At such meeting there shall be elected by ballot of the unit owners a Board of Directors in accordance with the requirements of Article V of these By-Laws. The unit owners may also transact such other business of the Council of Co-Owners as may properly come before them at any annual meeting.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a written petition signed by the unit owners representing at least twenty-five percent (25%) of the total votes of the unit owners having been presented to the Secretary; provided, however, that, except upon resolution of the Board of Directors, no special meeting of the unit owners shall be called prior to the first annual meeting of unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of Article V of these By-Laws. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the notice. The President shall not be required to call a special meeting of the unit owners upon the request of unit owners entitled to cast less than a majority of the total votes of the unit owners if such special meeting would be for the purpose of considering any matter which is substantially the same as any matter considered and voted upon at any annual or special meeting of the unit owners held during the twelve (12) months preceding the delivery of the petition to the Secretary.

Section 4. Roster of Unit Owners. The Council of Co-Owners shall maintain a current roster of the names of the unit owners and the mailing address of each condominium unit. In the event any unit owner desires that notice of the annual and special meetings of the unit owners be delivered to him at a mailing address other than the mailing address of his condominium unit, then he shall notify the Secretary of the Council of Co-Owners in writing of such other mailing address and such address shall be added to the roster herein provided for.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to send, by Registered or Certified Mail--Return Receipt Requested, postage prepaid, a notice of each annual and special meeting of the Council of Co-Owners, stating the purpose or purposes thereof as well as the time and place where it is to be held, to each unit owner at the mailing address of his condominium unit and to such other address as may appear on the roster maintained by the Council of Co-Owners, at least twenty-one (21) but not more than ninety (90) days prior to any annual meeting of the unit owners and at least seven (7) but not more than ninety (90) days prior to any special meeting of the unit owners. Any such notice may be hand delivered to any unit owner by the Secretary; provided, however, that the Secretary obtains a receipt and acceptance of such notice from the unit owner. Notice by either of such methods shall be considered as notice served and accepted and proof of notice shall be made by the affidavit of the person giving such notice. Attendance by a unit owner at any annual or special meeting of the unit owners shall be considered a waiver of notice by the unit owner of the time, place and purpose thereof. Notice of any annual or special meeting of the unit owners may also be waived by any unit owner either prior to, at or after any such meeting.

Section 6. Quorum. The presence, either in person or by proxy, of unit owners representing at least fifty-one percent (51%) of the total votes of the Council of Co-Owners shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 7. Adjourned Meetings. If any meeting of unit owners cannot be organized because a quorum has not attended, the unit owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no further notice of such adjourned meeting shall be required.

Section 8. Voting. At every meeting of the unit owners, each unit owner shall have the right to cast the number of votes appurtenant to his condominium unit, as established in "EXHIBIT C" attached to the Declaration, on each question. The votes of the unit owners representing fifty-one percent (51%) of the votes of the unit owners present and voting, in person or by proxy, at any meeting at which a quorum is present, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, the Articles of Incorporation of the Council of Co-Owners, the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The votes for any condominium unit which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such condominium unit is noted at such meeting. In the event all of the co-owners of such condominium unit who are present at any meeting of the unit owners are unable to agree on the manner in which the votes for such condominium unit shall be cast on any particular question, then such votes shall not be counted for purposes of deciding the question.

In the event any condominium unit is owned by a corporation, then the votes appurtenant to such condominium unit shall be cast by a person designated in a certificate signed by the president or any vice president and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Council of Co-Owners at or prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The votes appurtenant to any condominium unit which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other trustee or partner is noted at such meeting, the person presiding over such meeting shall have no duty to inquire as to the authority of the person casting such votes. No unit owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors who is shown on the books or management accounts of the Council of Co-Owners to be more than sixty (60) days delinquent in any payment due the Council of Co-Owners.

Section 9. Proxies. A unit owner may appoint any natural person as his proxy. Any proxy must be dated and in writing, duly acknowledged by the unit owner, and must be filed with the Secretary of the Council of Co-Owners in form approved by the Board of Directors at or before the meeting for which it is given. No such proxy shall be revocable except by actual notice in writing given by the unit owner to the person presiding over the meeting for which such proxy was given prior to the time such meeting is called to order. Any proxy shall terminate automatically upon the adjournment of the first annual or special meeting of the unit owners held on or after the date of the proxy.

The Board of Directors shall have the power to adopt a form of proxy for use by the unit owners and, in the event a form of proxy is adopted by the Board of Directors, copies of the same shall be made available to any unit owner upon written request to the Secretary of the Council of Co-Owners.

Section 10. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium who desires notice of the annual and special meetings of the unit owners shall notify the Secretary to that effect by Registered Mail--Return Receipt Requested, postage prepaid. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the unit owners should be addressed. The Secretary of the Council of Co-Owners shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the unit owners to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in this Article for notice to the members; provided, however, that such notice may be given by ordinary mail, postage prepaid. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the unit owners and such representative may participate in the discussion at any such meeting and may, upon his request made to the person presiding over the meeting at or in advance of the meeting, address the unit owners present at such meeting. Unless such representative is also a unit owner, such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the unit owners upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all annual meetings of the unit owners shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meetings, if any.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New Business
- (j) Adjournment.

In the case of special meetings, items (a) through (d), both inclusive, shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the unit owners shall be determined by the person presiding over such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the unit owners appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the person presiding over any annual or special meeting of unit owners shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Council of Co-Owners. No officer or Director of the Council of Co-Owners, and no candidate for director of the Council of Co-Owners, shall act as an inspector of election at any meeting of the unit owners if one of the purposes of such meeting is to elect Directors. The inspectors of election need not be unit owners.

ARTICLE V

DIRECTORS

Section 1. Number and Qualification. The "Executive Organ" of the Council of Co-Owners shall be a Board of Directors. The affairs of the Council of Co-Owners shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than seven (7) natural persons. Prior to the first annual meeting of unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article, the number of Directors shall be determined by a vote of the initial Directors hereinafter named.

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Thereafter, the number of Directors shall be determined by a vote of the unit owners at the first annual meeting of unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article. Thereafter, the number of Directors may be changed by a vote of the unit owners at any subsequent annual or special meeting of the unit owners; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to extend or curtail the term of any incumbent Director.

Section 2. Initial Directors - Control By Declarant. The initial Directors shall be selected by the Declarant. The names of the Directors who shall act as such from the date upon which the Declaration is recorded until the first annual meeting of the unit owners or until such time as their successors are duly chosen and qualified are as follows: Peter J. Berman, Robert D. Berger and W. Porter Wilson

Any provision of the condominium instruments to the contrary notwithstanding, for a period of five (5) years from the date of recordation of the Declaration, or until condominium units to which three-fourths (3/4ths) of the undivided interests in the common elements of the condominium are appurtenant have been conveyed by the Declarant to members of the public, whichever shall first occur, the Declarant or such person as may from time to time be designated by the Declarant by notice in writing to the Secretary of the Council of Co-Owners, shall have the irrevocable and unconditional authority and right to appoint and to remove all of the members of the Board of Directors of the Council of Co-Owners without a vote of the unit owners. Notice of the names of the persons from time to time appointed to the Board of Directors by the Declarant shall be given in writing by the Declarant to the Secretary of the Council of Co-Owners within a reasonable time following any such appointment and, in the absence of any notice to the contrary, the persons named above shall continue to serve as Directors of the Council of Co-Owners until their successors are duly chosen and qualified following the termination of the authority herein reserved to the Declarant.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and the condominium and may do all such acts and things as are not by law or by the Declaration or these By-Laws directed to be exercised and done by the unit owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of common expense assessments from the unit owners and for the filing and enforcement of any Memorandum of Lien for Condominium Assessments in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

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(c) designation, hiring and dismissal of the personnel necessary for the good working order of the condominium and for the proper care of the common elements and to provide services for the condominium in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed condominium and the use of the general and limited common elements and as are calculated to prevent unreasonable interference with the use and occupancy of the condominium and of the general and limited common elements by the unit owners and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts or surplus common profits when and as reflected in the annual report; and

(f) subject to the limitations of the Condominium Act, to enter into agreements whereby the Council of Co-Owners acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the unit owners and to declare expenses incurred in connection therewith to be common expenses of the Council of Co-Owners; and

(g) to purchase insurance for the condominium in the manner provided for in these By-Laws; and

(h) to repair, renovate, restore or reconstruct all or any part of the condominium after any casualty loss in a manner consistent with law and the provisions of the Declaration and these By-Laws and to otherwise improve the condominium; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the condominium; and

(j) to purchase condominium units in the condominium and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(k) to appoint the members of the Architectural and Environmental Control Committee provided for in Article X of these By-Laws and to appoint the members of such other committees as the Board of Directors may from time to time designate; and

(l) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Council of Co-Owners or the common benefit of the unit owners and, in general, to exercise the powers provided for in the Declaration and the Condominium Act and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

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The foregoing enumeration of specific powers and duties shall not be deemed to limit or restrict in any manner the general powers of the Board of Directors, and the enjoyment of the exercise thereof, as conferred by the laws of the Commonwealth of Virginia and as set forth in the Condominium Act.

Section 4. Management Agent. The Board of Directors shall employ for the Council of Co-Owners a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and to provide such services as the Board of Directors shall from time to time authorize in writing. The Council of Co-Owners shall not undertake "self-management" or otherwise fail to employ a management agent or manager without the prior written approval of all of the institutional holders of all first mortgages on the condominium units in the condominium. Any management agreement entered into by the Council of Co-Owners shall provide, inter alia, that such agreement may be terminated for cause upon thirty (30) days written notice thereof. Any other provision of these By-Laws, to the contrary notwithstanding, the term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been appointed by the Declarant or elected at the first annual meeting of the unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article and are duly qualified. Following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article, the election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the unit owners present at any meeting, in person or by proxy. All Directors elected by the unit owners shall be elected on an "at-large" basis. There shall be no cumulative voting. At the first annual meeting of the unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director so elected, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article or at any subsequent annual meeting, resolve to fix the term for each Director to be elected at any such meeting at one (1) year. Directors shall hold office until their respective successors have been appointed by the Declarant or elected and hold their first regular meeting.

Section 6. Vacancies. Subject to the limitations set forth in Section 2 of this Article, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is appointed by the Declarant or elected by the unit owners at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At any annual meeting of unit owners following the termination of the authority and rights reserved to the Declarant in Section 2 of this Article, or at any special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the unit owners present and voting, in person or by proxy, and a 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 an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any common expense assessments due the Council of Co-Owners may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director who is also a unit owner for services performed by him for the Council of Co-Owners in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days following their election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Council of Co-Owners. Notice of regular meetings of the Board of Directors shall be given to each Director by the President or Secretary, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

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Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place 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 one-third (1/3rd) of the Directors delivered to the President or the Secretary.

Section 12. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of the time, place and purpose 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 of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. 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 any 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 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 or consents shall be filed with the minutes of the proceedings of the Board of Directors.

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Section 15. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail--Return Receipt Requested, postage prepaid. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Council of Co-Owners shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the person presiding over the meeting at or in advance of the meeting, address the members of the Board of Directors at such meeting. Unless such representative is also a Director, such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Council of Co-Owners regularly handling or otherwise responsible for the funds of the Council of Co-Owners shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article XI of these By-Laws. The premiums on such bonds or insurance shall be considered as common expenses of the condominium and shall be paid by the Council of Co-Owners.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Council of Co-Owners shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the termination of the authority and rights reserved to the Declarant in Section 2 of Article V of these By-Laws, the officers of the Council of Co-Owners need not be unit owners. Thereafter, except for the President, the officers of the Council of Co-Owners need not be unit owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may from time to time be considered necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

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

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

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the unit owners. The Secretary shall give notice of all annual and special meetings of the unit owners in conformity with the requirements of law and these By-Laws. The Secretary shall have custody of the seal of the Council of Co-Owners, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary of a corporation.

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

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORSSection 1. Liability and Indemnification of Officers and Directors.

(a) The Council of Co-Owners 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, whether civil, administrative or investigative (other than an action by or in the right of the Council of Co-Owners) by reason of the fact that he is or was a Director, officer, employee or agent of the Council of Co-Owners, or is or was serving at the request of the Council of Co-Owners as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Council of Co-Owners. The termination of any action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Council of Co-Owners.

(b) The Council of Co-Owners 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 or suit by or in the right of the Council of Co-Owners to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Council of Co-Owners, or is or was serving at the request of the Council of Co-Owners as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Council of Co-Owners and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Council of Co-Owners unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of the Council of Co-Owners has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of this Section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this Section (unless ordered by a court) shall be made by the Council of Co-Owners only as authorized in the specific case upon the determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by a vote of a majority of the then members of the Council of Co-Owners.

(e) Expenses incurred in defending an action, suit or proceeding, whether civil, administrative or investigative, may be paid by the Council of Co-Owners in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided for in subsection (b) of this Section upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Council of Co-Owners as authorized in this Section.

Section 2. Liability for Contracts. Except to the extent that any of them may also be unit owners in the condominium, the officers and Directors of the Council of Co-Owners shall have no personal liability as such officers and Directors with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Co-Owners and the Council of Co-Owners shall indemnify and forever hold each such officer and Director free and harmless against any and all liability 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 Council of Co-Owners, or former officer or director of the Council of Co-Owners may be entitled.

Section 3. Standard of Conduct. The officers and Directors of the Council of Co-Owners shall not be liable to the Council of Co-Owners or the unit owners for any mistake of judgment, negligence, or otherwise, except for their own gross negligence, willful misconduct or bad faith.

Section 4. Benefit. Each of the indemnities provided for in this Article shall continue as to any person who has ceased to have the capacity referred to in this Article and shall inure to the benefit of the heirs, executors and administrators of any such person.

Section 5. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council of Co-Owners and the condominium. No contract or other transaction between the Council of Co-Owners and one or more of its Directors, or between the Council of Co-Owners and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Council of Co-Owners are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or 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 any of the conditions specified in any of the following subparagraphs 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 of the Board of Directors, and the Board of Directors 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 unit owners, 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 Council of Co-Owners at the time it is authorized, ratified, approved or executed.

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 thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

ASSESSMENTS AND CARRYING CHARGES FOR COMMON EXPENSES

Section 1. Annual Common Expense Assessments and Carrying Charges. Each unit owner shall pay to the Council of Co-Owners, in advance, a monthly sum (hereinelsewhere sometimes referred to as "common expense assessments") equal to one-twelfth (1/12th) of the unit owner's proportionate share or percentage interest (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth on "EXHIBIT C" attached to the Declaration and which, in any event, shall be in proportion to the number of votes in the Council of Co-Owners appurtenant to each condominium unit) of the sum required by the Council of Co-Owners, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (a) the cost of all operating expenses of the condominium and services furnished for the condominium, including, without limitation, charges by the Council of Co-Owners for facilities and services furnished by it; and
- (b) the cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) the amount of all taxes and assessments levied against the Council of Co-Owners or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) the cost of fire and extended liability insurance on the project and the cost of such other insurance as the Council of Co-Owners may effect; and
- (e) the cost of furnishing water, electricity, heat, gas, garbage and trash collection and other utilities to the condominium, to the extent furnished by the Council of Co-Owners; and
- (f) the cost of funding capital contributions to the "Paid-in-Surplus" account of the Council of Co-Owners and the cost of funding all reserves established by the Council of Co-Owners, including when appropriate, a general operating reserve and a reserve for replacements; and
- (g) the estimated cost of repairs, maintenance and replacements of the common elements of the condominium to be made by the Council of Co-Owners.

The Board of Directors shall determine the amount of the common expense assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of both the Board of Directors and the unit owners representing at least fifty-one percent (51%) of the total votes of the unit owners, installments of annual common expense assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for.

The Board of Directors of the Council of Co-Owners shall make reasonable efforts to fix the amount of the common expense assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the condominium units and assessments applicable thereto which shall be kept in the office of the Council of Co-Owners and shall be open to inspection by the owner or mortgagee of any condominium unit, and by their respective duly authorized agents and attorneys, upon reasonable notice to the Board of Directors. Written notice of the common expense assessments shall thereupon be sent to the unit owners. The omission of the Board of Directors, before the expiration of any annual assessment period, to fix common expense assessments for that or the next such period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any unit owner from the obligation to pay the common expense assessment, or any installment thereof, for that or any subsequent assessment period; but the common expense assessment fixed for the preceding period shall continue until a new common expense assessment is fixed. No unit owner may exempt himself from liability for common expense assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

Section 2. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council of Co-Owners to meet its annual expenses for that period. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Council of Co-Owners, as hereinafter in these By-Laws provided for, and shall provide for sufficient estimates, on a monthly basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Council of Co-Owners, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the unit owners and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any condominium unit in the condominium and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests and after reasonable notice.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Co-Owners may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the condominium, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate; provided, however, that any such special assessment shall have the assent of the unit owners representing a majority of the total votes of the Council of Co-Owners. A special meeting of the unit owners shall be duly called for this purpose.

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Section 4. Reserve for Replacements. The Council of Co-Owners shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such reserve fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of any state or any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, any state or the United States of America. The reserve for replacements may be expended only for the purpose of effecting the renovation or replacement of the common elements and equipment of the condominium and for start-up costs and operating contingencies of a non-recurring nature. The Council of Co-Owners may establish and maintain reserve funds for other purposes by the allocation and payment monthly of such other reserve funds of an amount to be designated from time to time by the Board of Directors. Such other reserves shall be conclusively deemed to be a common expense. The proportionate interest of any unit owner in any reserve for replacements and any other reserves established by the Council of Co-Owners shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 5. Non-Payment of Assessments - Memorandum of Lien For Condominium Assessments. Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Council of Co-Owners to claim the amount of such assessment, together with interest thereon at the maximum lawful rate and the actual costs of collection thereof, as a lien on the condominium unit against which it is assessed, provided, however, that such lien shall be perfected and effective only after a Memorandum of Lien for Condominium Assessments is recorded among the Land Records for Fairfax County, Virginia. Any such Memorandum of Lien for Condominium Assessments shall be recorded before the expiration of ninety (90) days from the date such assessment or installment became due and payable and shall be verified by the oath of any officer of the Council of Co-Owners. The lien evidenced by the recordation of a Memorandum of Lien for Condominium Assessments shall be perfected and effective only from the date of recordation thereof and shall not relate back to the date the common expense assessments described in the Memorandum of Lien for Condominium Assessments became due. Any such Memorandum of Lien for Condominium Assessments shall be in such form and shall contain such information as may from time to time be required by the Condominium Act, including at least the following:

- (a) a description of the condominium unit against which the lien is claimed; and
- (b) the name or names of the unit owners of that condominium unit; and

(c) the amount of unpaid common expense assessments, or any installment thereof, currently due or past due, together with the date or dates when each fell due; and

(d) the date of issuance of the Memorandum of Lien for Condominium Assessments.

Upon recordation of the Memorandum of Lien for Condominium Assessments as aforesaid, the lien shall bind the condominium unit described in the Memorandum of Lien for Condominium Assessments in the hands of the unit owner, his heirs, devisees, personal representatives and assigns. The personal obligations of the unit owner to pay the common expense assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any common expense assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien established by the Memorandum of Lien for Condominium Assessments to secure payment of such common expense assessment.

The Council of Co-Owners may bring an action at law against the unit owner personally obligated to pay any common expense assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, or may, after the recordation of the Memorandum of Lien for Condominium Assessments provided for in this Article and in the Condominium Act, file a suit to enforce or foreclose the lien against the condominium unit or units then belonging to that unit owner, all in the manner contemplated in the Condominium Act, in which event interest at the maximum lawful rate on the sums secured by the Memorandum of Lien for Condominium Assessments from the time such sum became due and payable, costs of collection and reasonable attorney's fees shall be added to the amount of such common expense assessments. Suit for any deficiency may be maintained in the same proceeding.

No suit or other proceeding may be brought to enforce or foreclose the lien evidenced by the recordation of the Memorandum of Lien for Condominium Assessments after six (6) months from the date the Memorandum of Lien for Condominium Assessments was recorded. No suit may be brought to enforce or foreclose the lien evidenced by the recordation of the Memorandum of Lien for Condominium Assessments except after ten (10) days' written notice to the unit owner, given by Registered or Certified Mail--Return Receipt Requested, postage prepaid, to the address of the unit owner shown on the roster of unit owners maintained by the Council of Co-Owners.

In the event any suit to enforce or foreclose the lien for any common expense assessment due the Council of Co-Owners is commenced with respect to any condominium unit or units in the condominium, then the owner of such condominium unit or units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such unit or units and the Council of Co-Owners shall be entitled to the appointment of a receiver to collect the same.

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The Board of Directors may post a list of members who are delinquent in the payment of any common expense assessments which may be due the Council of Co-Owners, including any installment thereof which becomes delinquent, in any prominent location within the condominium.

Section 6. Priority of Lien - Subordination. The lien established by the recordation of a Memorandum of Lien for Condominium Assessments, as in this Article and the Condominium Act provided for, shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) liens for general and special assessments for ad valorem real estate taxes on the condominium unit; and

(b) the lien of any bona fide deed of trust, mortgage or other encumbrance duly recorded prior to the recordation of the Declaration; and

(c) the lien of any bona fide deed of trust, mortgage or other encumbrance duly recorded on the condominium unit prior to the recordation of the Memorandum of Lien for Condominium Assessments, or duly recorded on the condominium unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Council of Co-Owners stating the payments on account of all common expense assessments levied by the Council of Co-Owners against the condominium unit were current as of the date of recordation of such deed of trust, mortgage or other encumbrance.

The lien established by the recordation of a Memorandum of Lien for Condominium Assessments, as in this Article and the Condominium Act provided for, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received provided, however, that such subordination shall apply only to common expense assessments, and installments thereof, which have become due and payable prior to the ratification of a sale or transfer of the condominium unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure.

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Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received who comes into possession of the condominium unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid common expense assessments levied against the condominium unit which accrue prior to the time such holder comes into possession of the condominium unit or prior to the ratification of the foreclosure sale, the delivery of the deed or assignment or the conclusion of such other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid common expense assessments resulting from a reallocation of such unpaid common expense assessments among all of the condominium units in the condominium. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any common expense assessments thereafter becoming due, or from the lien established by the recordation of a Memorandum of Lien for Condominium Assessments with respect to any common expense assessments thereafter becoming due.

At the request in writing of any mortgagee of any condominium delivered to the Secretary of the Council of Co-Owners, the Council of Co-Owners shall promptly execute and deliver to that mortgagee such other and further assurances of the provisions of this Section as that mortgagee may from time to time reasonably require.

No amendment to this Section shall affect the rights of the holder of any such deed of trust, mortgage or other encumbrance recorded prior to the recordation of such amendment unless the holder of such deed of trust, mortgage or other encumbrance shall join in the execution of such amendment.

Section 7. Additional Rights of Mortgagees - Notice. The Council of Co-Owners shall give prompt written notice to the holder of the first mortgage on any condominium unit for which any common expense assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Council of Co-Owners shall give prompt written notice to the holder of the first mortgage on any condominium unit with respect to which any default in any provision of the Declaration or these By-Laws remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priorities established by this Article or otherwise, the validity of any assessment levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

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No suit or other proceeding may be brought to enforce or foreclose the lien evidenced by the recordation of a Memorandum of Lien for Condominium Assessments except after ten (10) days' written notice to the holder of the first mortgage on the condominium unit which is the subject matter of such suit or proceeding given by Registered or Certified Mail- Return Receipt Requested, postage prepaid.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any annual or special common expense assessment levied pursuant to the Declaration or these By-Laws, or any other installment thereof, the entire balance of said annual or special common expense assessment may be accelerated at the option of the Board of Directors and be declared due any payable in full.

Section 9. Assessment Certificates. The Council of Co-Owners shall, upon request in writing made to the Secretary of the Council of Co-Owners, furnish to any unit owner liable for any common expense assessment levied pursuant to the Declaration or these By-Laws, or to any other person legitimately interested in the same (including, without limitation, any mortgagee or contract purchaser of any condominium unit and their respective agents, attorneys and other representatives) a recordable statement setting forth the amount of unpaid common expense assessments levied against the condominium unit. Failure to furnish such a statement within five (5) business days following the receipt of such a request by the Secretary of the Council of Co-Owners shall extinguish any right of the Council of Co-Owners to claim a lien for common expense assessments, and any installments thereof, levied against the condominium unit which was the subject matter of the request prior to the date of such request. A charge not to exceed Ten and * * * NO/100 Dollars (\$10.00) may be levied in advance by the Council of Co-Owners for each such statement delivered; provided, however, that no charge shall be levied against any institutional mortgagee of any condominium unit in the condominium who requests such a statement.

Section 10. Payment - Satisfaction - Release. Upon payment or satisfaction made of the sums secured by the recordation of a Memorandum of Lien for Condominium Assessments, the lien evidenced by the Memorandum of Lien for Condominium Assessments shall be forthwith released in accordance with the requirements of law. Any such release may be executed, acknowledged and delivered on behalf of the Council of Co-Owners by any officer of the Council of Co-Owners.

Section 11. Additional Default. Any recorded first mortgage secured on a condominium unit in the condominium shall provide that any default by the mortgagor in the payment of any common expense assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness or note secured thereby). Such mortgages shall also provide that, in the event of any default thereunder, the mortgagee shall have the right, at its option exercised by notice in writing to the mortgagor and the Secretary of the Council of Co-Owners, to cast the votes appurtenant to the condominium unit which is security for the repayment of the mortgage debt at all meetings of the unit owners. Failure to include such provisions in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the holder of the indebtedness or note secured thereby) by reason of the provisions of this Article shall not be altered, modified or diminished by reason of any such failure.

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Section 12. Roster of Mortgagees. Any unit owner who mortgages his condominium unit shall give prompt written notice to the Secretary of the Council of Co-Owners of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Secretary. Any unit owner who satisfies his mortgage shall give prompt written notice to that effect to the Secretary of the Council of Co-Owners. The Secretary of the Council of Co-Owners shall maintain such information in a suitable roster.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. Except for such condominium units as may be designated in the Declaration or on the Condominium Plat for non-residential purposes, if any, and except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, all condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant and its duly authorized agents, representatives and employees from the use of any condominium unit or units which the Declarant owns for promotional or display purposes, as "model apartments", a sales office or the like, or from leasing any unit or units which the Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article. The use of any condominium unit or units which the Declarant owns for promotional or display purposes as "model apartments", a sales office or the like shall not be subject to any limitations whatsoever.

Section 2. Leasing. No portion of any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements, or other "house rules", as the Board of Directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply strictly with the provisions of such documents shall be a default under the lease. The provisions of this subsection shall not apply to any institutional first mortgagee of any condominium unit who comes into possession of the unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its duly authorized agents, representatives and employees in connection with the construction of the condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, replacement, repair or reconstruction of any portion of the condominium by the Declarant or the Council of Co-Owners:

(a) no noxious or offensive trade or activity shall be carried on within the condominium or within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other unit owners. No nuisances shall be permitted within the condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the unit owners or which interferes with the peaceful use and possession thereof by the unit owners.

(b) there shall be no obstruction of any of the common elements. Nothing shall be stored upon any of the common elements, excepting those areas designated for storage of personal property by the owners of the condominium units.

(c) nothing shall be done or maintained in any condominium unit or upon any of the common elements which will increase the rate of insurance on any condominium unit or the common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon the common elements which would be in violation of any law. No waste shall be committed upon any of the common elements.

(d) no structural alteration, construction, addition or removal of any condominium unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) the maintenance, keeping, breeding, boarding or raising of animals, reptiles, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any of the common elements, except that this shall not prohibit the keeping of a dog, cat or caged bird as a domestic pet provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the general common elements of the condominium unless accompanied by a responsible person and unless they are carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Council of Co-Owners, each of the unit owners and the Declarant and Management Agent 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 shall be registered with the Board of Directors and shall otherwise be registered, innoculated and tagged as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the unit owner affected, shall have the exclusive authority to declare any pet a nuisance.

(f) except for such signs as may be posted by the Declarant or the Council of Co-Owners for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or the common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

(g) except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within or upon any condominium unit.

(h) no burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any of the common elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(i) no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the common elements at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or upon any of the common elements or from or upon any balcony or patio.

(j) no outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any of the common elements without the prior written consent of the Board of Directors.

(k) nothing shall be stored upon any balcony or patio, nor shall the cooking or preparation of food be permitted upon any balcony or upon any portion of the general common elements of the project, except with the consent of the Board of Directors.

(l) no unlawful use shall be made of any condominium unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(m) no unit owner shall engage or direct any employee of the Council of Co-Owners or the Management Agent on any private business of the unit owner during the hours such employee is employed by the Council of Co-Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

(n) there shall be no violation of any rules for the use of the common elements, or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the unit owners by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt and promulgate such rules.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. Architectural and Environmental Control Committee. Except for the construction of the condominium by the Declarant and its duly authorized agents, representatives and employees, and any improvements to any condominium unit or to the common elements accomplished concurrently with said construction, and except for purposes of proper maintenance, replacement and repair or as otherwise in the Declaration or these By-Laws provided, it shall be prohibited for any unit owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or upon any of the common elements, or to combine or otherwise join two or more condominium units, or to partition the same after combination, or to remove or alter any window or exterior doors of any condominium unit, or to make any change or alteration within any condominium unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operating or insuring the condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Council of Co-Owners, or by an Architectural and Environmental Control Committee designated by the Board of Directors.

Section 2. Architectural and Environmental Control Committee - Operation. The Architectural and Environmental Control Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Board of Directors of the Council of Co-Owners and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural and Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

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Section 3. Approvals, etc. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural and Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural and Environmental Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural and Environmental Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural and Environmental Control Committee without the prior consent in writing of the Architectural and Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alteration or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Architectural and Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.

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Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any unit owner who is aggrieved by any action or forbearance from action by the Architectural and Environmental Control Committee may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors of the Council of Co-Owners and, upon the request of such unit owner, shall be entitled to a hearing before the Board of Directors.

Section 7. Additions, Alterations or Improvements by Board of Directors. Except in cases of bona fide emergencies involving manifest danger to life, safety or property, or the interruption of essential services to the condominium, whenever in the judgment of the Board of Directors the common elements of the condominium shall require additions, alterations, replacements, or improvements requiring the expenditure of funds of the Council of Co-Owners in excess of Ten Thousand and * * * NO/100 Dollars (\$10,000.00) in any fiscal year of the Council of Co-Owners, such additions, alterations, replacements or improvements shall not be made until the same shall have been approved by (a) unit owners representing a majority of the total votes of the Council of Co-Owners at a meeting of the unit owners duly called for such purpose; and (b) the institutional holder of any mortgages or other obligations in the aggregate principal sum of more than One Hundred Fifty Thousand and * * * NO/100 Dollars (\$150,000.00) secured by any condominium unit or units in the condominium, which approval shall be in writing.

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ARTICLE XI

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INSURANCE

Section 1. Insurance. The Board of Directors of the Council of Co-Owners shall obtain and maintain to the extent reasonably available, at least the following:

(a) casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the condominium (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and "Increased Cost of Construction Endorsement" or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, without deduction or allowance for depreciation as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, such coverage to afford protection against at least:

- (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than \$1,000,000.00 covering all claims for bodily injuries and property damage arising out of a single occurrence) including, as may be appropriate, but not limited to, water damage liability, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the condominium or any portion thereof.

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Directors of the Council of Co-Owners for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

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(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 16 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Council of Co-Owners, trustees for the Council of Co-Owners and such employees and agents of the Council of Co-Owners who handle or are responsible for the handling of funds of the Council of Co-Owners. Such fidelity coverage shall meet the following requirements:

- (i) all such fidelity bonds and policies of insurance shall name the Council of Co-Owners as obligee or named insured, as the circumstances may require; and
- (ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the condominium, including reserves; and
- (iii) all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of volunteers and other persons who serve without compensation from any definition of "employee" or similar expression; and
- (iv) all such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any condominium unit who requests such notice in writing.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) all policies shall be written or reinsured with a company or companies licensed to do business in the Commonwealth of Virginia and holding a rating of "Class VII" or better in the current edition of Best's Insurance Guide.
- (b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Council of Co-Owners, or its authorized representative, as a trustee for the unit owners, including any trustee with which the Council of Co-Owners may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be hereinelsewhere referred to as the "Insurance Trustee".

(c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the unit owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council of Co-Owners pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors, and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any unit owner, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) all policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(f) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council of Co-Owners may be a party, these By-Laws or the provisions of the Condominium Act.

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Co-Owners, the Board of Directors, the unit owners and their respective agents, employees and tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(h) all policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in this Article and in Article XII of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

Section 3. Individual Policies - Recommendation of Declarant - Notice to Board of Directors. Any unit owner (including the holder of any mortgage on a condominium unit) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" or its equivalent, for improvements and betterments to the condominium unit made or acquired at the expense of the unit owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such additional insurance shall contain the same waiver of subrogation provisions as that set forth in Section 2(g) of this Article.

The Declarant recommends that each owner of a condominium unit in the condominium obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a plateglass damage policy and a "Tenant's Homeowners Policy" or its equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such later policy should include a "Condominium Unit-Owner's Endorsement", or its equivalent, covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the unit owner. Copies of all such policies shall be filed with the Secretary.

The owner of any condominium unit shall notify the Board of Directors in writing of any and all improvements and betterments made to the condominium unit at the expense of such unit owner, the value of which is in excess of One Thousand and * * * NO/100 Dollars (\$1,000.00).

Section 4. Endorsements, etc. The Board of Directors, at the request of any owner of any condominium unit in the condominium or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such unit owner or mortgagee as it may appear; and (b) certificates of insurance relating to any such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

Section 5. Notice to Unit Owners. Whenever any policy of insurance has been obtained by or on behalf of the Council of Co-Owners, written notice thereof and of any subsequent modifications thereof shall be promptly furnished to each unit owner by the Secretary of the Council of Co-Owners in the same manner as provided for notice of the meetings of the unit owners in Section 5 of Article IV of these By-Laws.

ARTICLE XII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

Section 1. Use of Insurance Proceeds. In the event of damage or destruction to the condominium by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the condominium with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Council of Co-Owners at its common expense, pursuant and subject to such conditions and subject to such controls as the mortgagee, as defined in Section 3 of this Article, may require. The expense of such repairs or reconstruction shall be assessed as a common expense and, in the event any Memorandum of Lien for Condominium Assessments is recorded with respect to any such common expense assessments, then the lien evidenced thereby shall be subject to all of the limitations and priorities provided for in Article VIII of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Section 3 of this Article, then all funds collected from the unit owners pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Section 3 of this Article.

Section 3. Insurance Trustee. In the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to two and one-half percent (2-1/2%) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1(a) of Article XII of these By-Laws for the period during which such loss occurred, and the institutional holder or holders of any mortgages or other obligations in the aggregate principal sum of more than One Hundred Fifty Thousand and * * * NO/100 Dollars (\$150,000.00) secured by any condominium unit or units (hereinafter, whether one or more, in this Section 3 called the "mortgagee"), or any such mortgagee, shall so require, all proceeds of insurance shall be paid over to a trust company or bank (the "Insurance Trustee") having trust powers and authorized to engage in trust business in the jurisdiction wherein the condominium is located, selected by the Board of Directors with the approval of the mortgagee, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which shall contain, inter alia, substantially the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Co-Owners, satisfactory to the mortgagee, and hereinafter in this Section 3 called the "architect".

(b) prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

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(c) unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance Trustee and shall be accompanied by a certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or similar governmental requirements; and (ii) the amount requested to be advanced is required to reimburse the Council of Co-Owners for payments previously made by the Council of Co-Owners or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and (iv) funds remaining available to the Insurance Trustee for the purpose are sufficient to complete the reconstruction or repair.

(d) each request for an advance of the proceeds of insurance shall, if required by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the condominium any mechanic's or other similar lien, or notice of intention to file the same, which has not been dismissed, bonded off or satisfied of record.

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Council of Co-Owners as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata as the reconstruction or repair progresses.

(f) such other provisions not inconsistent with law or the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Council of Co-Owners and shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such payment is required by any lienor and to the extent the same is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interest in each unit.

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ARTICLE XIII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Council of Co-Owners shall begin on the first day of January every year, except for the first fiscal year of the Council of Co-Owners which shall begin at the date of recordation of the Declaration among the Land Records for Fairfax County, Virginia. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Council of Co-Owners subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Council of Co-Owners shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution and in accordance with the requirements of law, shall have the authority to change the location of the principal office of the Council of Co-Owners from time to time.

Section 3. Books and Accounts. Books and accounts of the Council of Co-Owners shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Council of Co-Owners and its administration and shall specify the maintenance and repair expenses of the condominium, services provided with respect to the same and any other expenses incurred by the Council of Co-Owners. The amount of any assessment required for payment of any capital expenditures or reserves of the Council of Co-Owners may be credited upon the books of the Council of Co-Owners to the "Paid-in-Surplus" account as a capital contribution by the unit owners. The receipts and expenditures of the Council of Co-Owners shall be credited and charged to other accounts under at least the following classifications, if appropriate:

(a) "Current Operations" which shall involve the control of actual expenses of the Council of Co-Owners, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses herein elsewhere provided for; and

(b) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these By-Laws and as may from time to time be approved by the Board of Directors; and

(c) "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Board of Directors; and

(d) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(e) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvement and for expenditures for additional capital improvements or personal property made or acquired by the Council of Co-Owners with the approval of the Board of Directors.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Council of Co-Owners shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Council of Co-Owners shall furnish to the unit owners and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Council of Co-Owners, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Council of Co-Owners, vouchers accrediting the entries made thereupon and all other records maintained by the Council of Co-Owners shall be available for examination by the unit owners and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Limitations on Contracts. The term of any contract or lease with the Declarant or any entity controlled by the Declarant and the term of any employment contract or lease of parking or recreational facilities (with whomever made) which is directly or indirectly made by or on behalf of the Council of Co-Owners or the unit owners as a group prior to the termination of the authority and rights reserved to the Declarant pursuant to Section 2 of Article V of these By-Laws shall not exceed one (1) year; provided, however, that the term of any such contract or lease may be renewable by mutual agreement of the parties for successive periods not exceeding one (1) year each.

Section 7. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council of Co-Owners by either the President or a Vice President, or as otherwise specifically directed by the Board of Directors, and all checks shall be executed on behalf of the Council of Co-Owners by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 8. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Council of Co-Owners, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XIV

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PHYSICAL MANAGEMENT

Section 1. Management and Common Expenses. The Council of Co-Owners, acting by and through its Board of Directors, shall manage, operate and maintain the condominium and, for the benefit of the condominium units and the unit owners, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for the cost of managing, operating, replacing, repairing and maintaining the condominium, including, without limitation, the following:

(a) the cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility and similar services for the common elements of the condominium and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units; and

(b) the cost of fire and extended liability insurance on the condo-minium and the cost of such other insurance as the Council of Co-Owners may effect; and

(c) the cost of the services of a person or firm to manage the condominium to the extent deemed advisable by the Council of Co-Owners consistent with the provisions of these By-Laws, together with the services of such other personnel as the Board of Directors of the Council of Co-Owners shall consider necessary for the operation of the condominium; and

(d) the cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the condominium; and

(e) the cost of repairs, maintenance, service and replacement of the common elements of the condominium, including, without limitation, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Council of Co-Owners to repair, replace or otherwise maintain the interior of any condominium unit or any fixtures, appliances, equipment or the like located therein; and

(f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, renovation, restoration, replacement, taxes, assessments or the like, which the Council of Co-Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular condominium unit or units or for limited common elements appurtenant to a particular condominium unit or units, the cost thereof may, in the discretion of the Board of Directors, be specially assessed to the owner or owners thereof in the manner provided in these By-Laws and the Condominium Act; and

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(g) the cost of the maintenance or repair of any condominium 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 condominium, or is otherwise in the interest of the general welfare of all of the unit owners; provided, however, that, except in cases involving emergencies or manifest danger to the safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the condominium unit for 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 condominium unit at which time the assessment shall become due and payable and a continuing obligation of said unit owner in all respects as provided in Article VIII of these By-Laws; and

(h) any amounts necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

Section 2. Council of Co-Owners as Attorney-in-Fact. The Council of Co-Owners, acting by and through the Board of Directors, is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the condominium, and for each of them and their successors and assigns, to manage, control and deal with the interests of such unit owners in the common elements of the condominium so as to permit the Council of Co-Owners to fulfill all of its powers, functions and duties under the provisions of the Condominium Act, the Declaration and these By-Laws, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity; as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Council of Co-Owners as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Council of Co-Owners may by contract in writing delegate any of its ministerial and proprietary duties, powers or functions to the Management Agent. The Council of Co-Owners and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Co-Owners, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace, fenced area, courtyard, patio, porch or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit which are designed, designated or installed to serve only that unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all repairs, maintenance, renovation, replacement, redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, heating and airconditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 5. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain both the interior and exterior surfaces of all entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for the exclusive use of the owner of that particular condominium unit. Notwithstanding the provisions of this Section, the Board of Directors may resolve to clean the exterior surfaces of all windows and doors in the condominium at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 6. Access at Reasonable Times. The Council of Co-Owners shall have an irrevocable right and an easement to enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest damage to the safety of person or property, the Council of Co-Owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Co-Owners for the purpose specified in this Section may be considered a trespass.

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Section 7. Easement for Utilities and Related Purposes. The Council of Co-Owners is authorized and empowered to grant and to accept, as attorney-in-fact for the unit owners, such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities to the condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the unit owners or the Declarant.

Section 8. Limitation of Liability. The Council of Co-Owners shall not be liable for any failure of water or other utility supply or other services to be obtained by the Council of Co-Owners or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council of Co-Owners shall not be liable to any unit owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Council of Co-Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XV

PARKING

Section 1. General Requirements. All parking areas within the condominium shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declarant and thereafter by the Board of Directors. No unit owner shall make use of any parking space other than the space or spaces appurtenant or assigned to his condominium unit on the Condominium Plat or by the Board of Directors, if any, without the express written consent of both the unit owner to whom such space has been assigned and the Board of Directors, nor shall any unit owner invite, encourage or permit the use by his guests of parking spaces appurtenant or assigned to condominium units other than his own. No vehicle belonging to any unit owner, or to any guest or employee of any unit owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other unit owner. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris.

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Each unit owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of law or these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

In the event the Board of Directors elects to assign parking spaces within the condominium, the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and handicapped.

ARTICLE XVI

AMENDMENT AND TERMINATION

Section 1. Amendment. Except as specifically provided for in the Condominium Act and in these By-Laws, these By-Laws may be amended by the affirmative vote of unit owners representing two-thirds (2/3rds) of the total votes of the Council of Co-Owners at any annual meeting of the unit owners or at any special meeting of the unit owners duly called for such purpose. Any amendment to these By-Laws shall become effective only upon the recordation of such amendment among the Land Records for Fairfax County, Virginia, which amendment shall be executed and acknowledged by unit owners having the votes in the Council of Co-Owners hereinabove required, or upon such later date as the amendment shall specify.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Council of Co-Owners or by petition signed by unit owners representing at least twenty-five percent (25%) of the total votes of the Council of Co-Owners, which petition shall be delivered to the Secretary of the Council of Co-Owners. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the unit owners at which such proposed amendment is to be considered and votes upon.

Section 3. Termination. Except as specifically provided for in the Condominium Act and in these By-Laws, the condominium may be terminated by the affirmative vote of unit owners representing four-fifths (4/5ths) of the total votes of the Council of Co-Owners at any annual meeting of the unit owners or at any special meeting of the unit owners duly called for such purpose. Termination shall become effective only upon the recordation among the Land Records for Fairfax County, Virginia, of a Declaration of Termination or similar instrument, which agreement shall be executed and acknowledged by unit owners having the votes in the Council of Co-Owners hereinabove required, or upon such later date as the Declaration of Termination or similar instrument shall specify. Upon the termination of the condominium, all of the property constituting the same shall be owned by the unit owners as tenants in common in the same proportion as that established in the Declaration for ownership of appurtenant individual interests in the common elements of the condominium immediately prior to termination of the condominium and the property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among the owners in the same proportion as that established in the Declaration for

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ownership of appurtenant undivided interests in the common elements of the condominium immediately prior to termination of the condominium, after first paying out of the share of each owner, to the extent such payment is required by any lienor and to the extent such share is sufficient for the purpose, all liens upon the interest of such owner in accordance with the priority of interest in each such interest.

ARTICLE XVII

MORTGAGES - NOTICES - OTHER RIGHTS OF MORTGAGEES

Section 1. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, neither the unit owners, the Board of Directors nor the Council of Co-Owners shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

(a) abandon or terminate the condominium; or

(b) modify or amend any material or substantive provisions of the Declaration or of these By-Laws, including, but without limitation, any amendment which would change the undivided interests of the unit owners in the common elements of the condominium, the undivided interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or

(c) partition or subdivide any condominium unit in the condominium; or

(d) partition, subdivide, encumber, sell, transfer or otherwise dispose of any of the common elements of the condominium provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other public purposes consistent with the use of the common elements by the unit owners shall not be considered a transfer within the meaning of this Section; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or restoration of the condominium.

Section 2. Casualty Losses. In the event of damage or destruction of any condominium unit or any part of the common elements of the condominium, the Board of Directors of the Council of Co-Owners shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the condominium units. No provisions of the Declaration or these By-Laws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of any insurance proceeds.

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Section 3. Condemnation or Eminent Domain. In the event any condominium unit or any part of the common elements of the condominium is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Council of Co-Owners shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the condominium units. No provisions of the Declaration or these By-Laws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of the proceeds of any condemnation award or settlement.

ARTICLE XVIII

COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Condominium Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the Condominium Act. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the aforesaid Declaration and the Condominium Act, the provisions of the Condominium Act shall control.

Section 3. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Declaration and these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of the Declaration or these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in the Declaration and these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in the Declaration and these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 8. Corporate Council of Co-Owners. In the event the Council of Co-Owners is incorporated under the Laws of the Commonwealth of Virginia, then these By-Laws, as from time to time amended, shall be the By-Laws of the corporation.

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PROPERTY TAX
STATE TAX
COUNTY TAX
LOCAL TAX

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CLERK'S FEE 78.00
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Interest and Expenses
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842 HUNGERFORD COURT
ROCKVILLE, MARYLAND 20850

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THIS DECLARATION, made and entered into this 6th day of February, 1978, by BERGER/BERMAN BUILDERS, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes referred to as the "Declarant":

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the County of Fairfax, Commonwealth of Virginia, more particularly described on "EXHIBIT A" attached hereto and by this and other references made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises; and

WHEREAS, it is the desire and intention of the Declarant to submit the aforesaid land and improvements to the provisions of Chapter 4.2 in Title 55 of the Code of Virginia (1950), as amended, and to divide the said land and improvements into condominium units and to sell and convey the same subject to each and every of the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter in this Declaration and the attachments and Exhibits hereto set forth, each of which is for the benefit of said land and improvements and the subsequent owners thereof; and

WHEREAS, simultaneously with the recordation hereof, the Declarant has recorded among the Land Records for Fairfax County, Virginia, a certain plat of survey and condominium plans, consisting of four (4) sheets, showing, inter alia, the location and dimensions of the improvements thereupon constructed, which plat of survey and condominium plans are hereinafter together referred to as the "Condominium Plat";

NOW, THEREFORE, the Declarant hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including, without limitation, the provisions of the By-Laws of the Council of Co-Owners of the condominium, attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvements of said property and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

McKeever, 1011 782-1600

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SERVILLE, MD 20850
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ARTICLE I

Section 1. Name. The name by which the condominium is to be known and identified is as follows:

"THE VISTAS CONDOMINIUM"

Section 2. Location. The name of the city or county in which the condominium is located is as follows:

Fairfax County, Virginia

Section 3. Property Subject to Declaration. The property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration and which is hereby submitted to the provisions of the Condominium Act is located in the County of Fairfax, Commonwealth of Virginia, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 4. Incorporation by Reference of Condominium Plat. The Condominium Plat, as the same may from time to time be amended pursuant to the provisions of this Declaration and the Condominium Act, is incorporated herein by this reference and made a part of this Declaration.

ARTICLE II

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all Exhibits hereto, shall have the following meanings:

(a) "the Act" or "the Condominium Act" means Chapter 4.2 in Title 55 of the Code of Virginia (1950), as amended, and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration whether or not inconsistent with the provisions hereof.

(b) "the condominium" or "the condominium project" means the property submitted by the recordation of this Declaration to the provisions of the Condominium Act.

(c) "condominium unit" or "unit" means a portion of the condominium, as hereinafter and on the Condominium Plat more particularly described and identified, designed and intended for individual ownership and use and shall include, without limitation, the undivided percentage interest in the common elements of the condominium appertaining thereto and shall include, again without limitation, all improvements contained within that portion of the condominium except those excluded in this Declaration.

(d) "common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat described and identified, and shall include all of the condominium except the condominium units.

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(e) "condominium instruments" means this Declaration and the Exhibits attached hereto and incorporated herein by reference, the Articles of Incorporation of the Council of Co-Owners, the Condominium Plat and any and all amendments and supplements to any of them made in accordance with the provisions of the Condominium Act.

(f) "Council of Co-Owners" means all of the unit owners in association, i.e., The Council of Co-Owners of The Vistas Condominium, Inc.

(g) "unit owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the By-Laws of the Council of Co-Owners or in the Condominium Act.

ARTICLE III

Section 1. The Condominium Units. The general description and identifying number of each condominium unit in the condominium, including the location and approximate dimensions of its vertical and horizontal boundaries, floor area, relative location and such other data as may be appropriate or necessary to identify it with reasonable certainty, is set forth on the Condominium Plat.

The lower boundary of any condominium unit in the condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any condominium unit in the condominium is a horizontal plane (or planes) the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof, to include ceiling dry-wall within the condominium unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any condominium unit in the condominium are vertical planes which coincide with the unexposed surfaces of the perimeter dry-wall thereof, to include the perimeter dry-wall, fireplace, plenums, windows and doors within the condominium unit, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Florida rooms and mechanical equipment rooms are a part of the condominium unit and not a part of the common elements.

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In the event any condominium unit shall be constructed with windows which protrude beyond the confines of the lateral or perimetrical boundaries of said condominium unit as hereinabove described (such windows commonly known as "bay windows") or with fireplace structures which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described, then the lateral or perimetrical boundaries of the condominium unit shall be deemed to extend to include the area contained within such protrusions, and such areas shall be considered as a part of the condominium unit and not as a part of the common elements.

Equipment, fixtures, improvements and appurtenances located within any condominium unit and designed or installed to serve only that unit, including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, mechanical equipment, appliances, range hoods, non-bearing partition walls, flooring materials, carpets and other floor coverings, outlets, electrical receptacles and outlets, fixtures, cabinets, wallboard, paneling, tiles, wall coverings and the like, shall be considered a part of the condominium unit and not a part of the common elements. Mechanical equipment and appurtenances located outside the boundaries of any condominium unit and designed or installed to serve only a particular unit, including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, compressors, compressor pads, ducts, pipes, hoses, tubing and the like shall be considered a part of the condominium unit which they are designated or designed to serve and shall not be considered a part of the common elements.

In the event any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie partly within and partly outside the boundaries of any condominium unit, then such portions thereof which serve only a particular condominium unit shall be considered a part of that condominium unit and not a part of the common elements and such portions thereof which serve more than one condominium unit or any part of the common elements shall be considered a part of the common elements.

The boundaries of the condominium units may be relocated from time to time in the manner contemplated in the Condominium Act and subject to each and every of the limitations therein and in the condominium instruments set forth. The condominium units may be subdivided from time to time in the manner contemplated in the Condominium Act and subject to each and every of the limitations therein and in the condominium instruments set forth.

Section 2. Easements. Each condominium unit shall be subject to an easement to the owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires and wire outlets, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

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Section 3. Limited Common Elements. The limited common elements of the condominium are those common elements designated as such on the Condominium Plat and such other common elements as are agreed upon by all of the unit owners to be reserved for the exclusive use of one or more, but less than all, of the unit owners. Any area designated on the Condominium Plat as a walkway, deck, terrace, patio area, atrium, storage locker or the like, and designated on the Condominium Plat as a limited common element, are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. Any shutters, awnings, window boxes or similar apparatus designed to serve a single condominium unit, but located outside the boundaries thereof, are limited common elements appurtenant to the condominium unit which they are designed to serve.

Section 4. General Common Elements. The general common elements are the real property described on "EXHIBIT A" and all of the condominium except the condominium units and the limited common elements.

Section 5. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring an action for partition or division thereof except in the event of termination or as may otherwise be provided for in the Condominium Act.

Section 6. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the unit owners; provided, however, that any portions of the common elements designated as limited common elements are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

ARTICLE IV

Section 1. The Condominium Units. Each condominium unit in the condominium shall have all of the incidents of real property. Each condominium unit in the condominium shall constitute for all purposes a separate parcel of real property distinct from all other condominium units.

Section 2. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium equal to that set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The undivided percentage interests in the common elements set forth on "EXHIBIT C" shall have a permanent character and, except as specifically provided for in the Condominium Act and this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements set forth on "EXHIBIT C" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit shall also affect, in like

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manner, the undivided percentage interest in the common elements appertaining to that unit, whether or not such percentage interest is expressly described or mentioned. Any purported transfer, encumbrance or other disposition of the undivided percentage interest in the common elements appertaining to a condominium unit, without the condominium unit to which it appertains, shall be void

Section 3. Percentage Interest in Common Expenses and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium equal to that set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The percentage interests in the common expenses and common profits set forth on "EXHIBIT C" shall have a permanent character and, except as specifically provided for in the Condominium Act and this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The percentage interests in the common expenses and common profits set forth on "EXHIBIT C" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit shall affect, in like manner, the percentage interests in the common expenses and common profits appertaining to such unit whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. At any meeting of the Council of Co-Owners, each unit owner shall be entitled to cast, on each question, the number of votes appurtenant to his condominium unit, as set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. In the event the number of votes appurtenant to each condominium unit is not specifically set forth on "EXHIBIT C", then each unit owner shall be entitled to cast one vote on each question at any meeting of the Council of Co-Owners.

ARTICLE V

Section 1. Encroachments and Related Matters. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council of Co-Owners and the Condominium Act, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

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For all purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any condominium unit.

Section 2. Easement to Declarant. There is hereby reserved to the Declarant and its agents a non-exclusive easement over all of the common elements of the condominium for purposes of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the condominium.

Section 3. Easements. Subject to the limitations in the Condominium Act and this Declaration provided for, the common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the unit owners. Each condominium unit in the condominium shall be subject to an easement for the benefit of the unit owners and the Council of Co-Owners to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires, utility lines and the like, and for access through each condominium unit for the purpose of inspecting, maintaining, replacing and repairing the common elements of the condominium and for all other purposes reasonably necessary for the exercise and discharge of their respective powers, duties and responsibilities.

ARTICLE VI

Section 1. Amendment. Except as specifically provided for in the Condominium Act, and except as specifically provided for in this Declaration, this Declaration may be amended by the agreement of unit owners representing two-thirds (2/3rds) of the total votes of the Council of Co-Owners. Any such amendment shall become effective only upon the recordation of such amendment among the Land Records for Fairfax County, Virginia, which amendment shall be executed and acknowledged by unit owners having the votes in the Council of Co-Owners hereinabove required, or upon such later date as the amendment shall specify.

Section 2. Termination. Except as specifically provided for in the Condominium Act, and except as specifically provided for in this Declaration, the condominium may be terminated by the agreement of unit owners representing four-fifths (4/5ths) of the total votes of the Council of Co-Owners. Any such termination shall become effective only upon the recordation of a Declaration of Termination or similar instrument among the Land Records for Fairfax County, Virginia, which agreement shall be executed and acknowledged by unit owners having the votes in the Council of Co-Owners hereinabove required, or upon such later date as the Declaration of Termination or similar instrument shall specify.

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ARTICLE VII

Section 1. No Dedication to Public Use. Nothing contained in the condominium instruments shall be construed as a dedication to public use.

Section 2. Rights of Declarant. Any and all rights, easements and privileges reserved to the Declarant in the condominium instruments shall also inure to the benefit of (a) any assignee of the Declarant to whom the Declarant shall specifically assign any or all of such rights, easements and privileges; and (b) to the holder of any mortgage from the Declarant who shall acquire any condominium unit in the condominium by reason of any foreclosure of such mortgage or by reason of any deed, proceeding or other arrangement in lieu of foreclosure; and (c) any other purchaser at a foreclosure sale involving any mortgage from the Declarant.

ARTICLE VIII

Section 1. Consents. Any other provisions of this Declaration to the contrary notwithstanding, neither the unit owners nor the Council of Co-Owners shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

- (a) abandon or terminate the condominium; or
- (b) modify or amend any material provisions of this Declaration or of the By-Laws, including, but without limitation, any amendment which would change the undivided interests of the unit owners in the common elements of the condominium, the undivided interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or
- (c) partition or subdivide any condominium unit in the condominium; or
- (d) partition, subdivide, encumber, sell, transfer or otherwise dispose of any of the common elements of the condominium; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other public purposes consistent with the use of the common elements by the unit owners shall not be considered a transfer within the meaning of this Section; or
- (e) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or restoration of the condominium.

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Section 2. Veterans Administration. Any other provision of this Declaration to the contrary notwithstanding, and only in the event that any condominium unit in the condominium is then encumbered by a mortgage or deed of trust which is guaranteed by the Veterans Administration, neither the unit owners nor the Council of Co-owners shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration:

(a) abandon or terminate the condominium; or

(b) modify or amend any material provisions of the Declaration or of the By-Laws, including, but without limitation, any amendment which would change the undivided interests of the unit owners in the common elements of the condominium, the undivided interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners or

(c) partition or subdivide any condominium unit in the condominium; or

(d) partition, subdivide, encumber, sell, transfer or otherwise dispose of any of the common elements of the condominium; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other public purposes consistent with the use of the common elements by the unit owners shall not be considered a transfer within the meaning of this Section; or

(e) modify or amend any material or substantive provision of this Declaration; or

(f) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or restoration of the condominium; or

(g) enter into any agreement whereby the Council of Co-Owners accepts any leasehold, membership or other possessory or similar interest in any real property for the purpose of promoting the recreation of the unit owners and under circumstances where expenses incurred in connection therewith are declared to be common expenses of the Council of Co-Owners.

ARTICLE IX

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien; and the failure or forbearance by the Council of Co-Owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 4. Conflict. This Declaration is subordinate and subject to the provisions of the Condominium Act. In the event of any conflict between this Declaration and the Condominium Act, the provisions of the Condominium Act shall control.

IN WITNESS WHEREOF the said BERGER/BERMAN BUILDERS, INC., a Maryland corporation, has caused these presents to be executed in its corporate name by PETER J. BERMAN, its (Vice) President, attested by ROBERT D. BERGER, its (Assistant) Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint the said PETER J. BERMAN as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed, all as of the year and day first above written.

BERGER/BERMAN BUILDERS, INC.

By: *Peter J. Berman*
Peter J. Berman, (Vice) President

ATTEST:

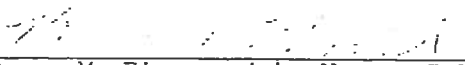
Robert D. Berger
Robert D. Berger (Assistant) Secretary

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STATE OF MARYLAND)
) SS
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on the 6th day of February, 1978, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared PETER J. BERMAN, personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of BERGER/BERMAN BUILDERS, INC. and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.


Barry M. Fitzpatrick, Notary Public

My Commission expires: 7-1-78

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EXHIBIT A

"EXHIBIT A"

DESCRIPTION OF THE VISTAS CONDOMINIUM

BEING a part of Parcel H-1 in Section 2 in the subdivision known as "OAKTON VILLAGE" per Deed of Resubdivision recorded in Deed Book 4123 at page 218 among the Land Records for Fairfax County, Virginia, more particularly described as follows:

BEGINNING at the easternmost corner of the tract herein described, being the point of intersection of the southerly line of an existing 10-foot sanitary sewer easement and the northwesterly line of the 60-foot right of way of Bushman Drive, said point bearing the following courses and distances from the northeasterly corner of Parcel H-1, Oakton Village Section 2, as recorded in Deed Book 4123 at page 222 among the Land Records of Fairfax County, Virginia:

A distance of 36.36 feet along the arc of a curve to the right, said curve having a radius of 380.00 feet, a central angle of 05° 28' 59" and a chord which bears S 08° 24' 31" W 36.35 feet;

S 11° 09' 00" W 20.00 feet;

A distance of 276.93 feet along the arc of a curve to the right, said curve having a radius of 703.01 feet, a central angle of 22° 34' 11" and a chord which bears S 22° 26' 06" W 275.14 feet;

Thence continuing with said northwesterly line of Bushman Drive the following courses and distances to a point:

A distance of 255.53 feet along the arc of a curve to the right, said curve having a radius of 703.01 feet, a central angle of 20° 49' 34" and a chord which bears S 44° 07' 58" W 254.13 feet;

S 54° 32' 45" W 25.79 feet;

A distance of 357.88 feet along the arc of a curve to the right, said curve having a radius of 578.51 feet, a central angle of 35° 26' 42" and a chord which bears S 72° 16' 06" W 352.21 feet;

S 89° 59' 27" W 59.47 feet;

Thence departing Bushman Drive and running through Parcel H-1, Oakton Village, Section 2, the following courses and distances to the point of beginning:

N 02° 05' 12" W 67.32 feet;

N 44° 35' 50" W 56.98 feet;

N 02° 05' 12" W 123.06 feet;

N 87° 54' 48" E 86.01 feet;

S 02° 05' 12" E 37.64 feet;

N 87° 54' 48" E 279.51 feet;

N 02° 05' 12" W 113.31 feet;

N 87° 54' 48" E 241.12 feet;

S 56° 41' 16" E 43.52 feet; containing

2,54793 acres, more or less, per description

prepared by Patton, Harris, Rust & Guy,

Engineers and Surveyors, Fairfax County,

Virginia dated February 2, 1978 (File No. 1383).

TOGETHER with a non-exclusive easement for the maintenance of a sanitary sewer line and related appurtenances, as follows:

BEGINNING at the easternmost corner of the easement, being a point on the northerly right-of-way line of Bushman Drive, 30 feet from centerline, said point bearing the following courses and distances from a point designated as "Point of Beginning Phase 1" on the plat of Condominium Subdivision, "The Vistas of Vienna Condominium - East":

A distance of 157.53 feet along the arc of a curve to the left, said curve having a radius of 1010.15 feet, a central angle of $08^{\circ} 56' 07''$, and a chord which bears $S 85^{\circ} 32' 29'' E 157.38$ feet;

$N 89^{\circ} 59' 27'' E 70.61$ feet;

A distance of 13.75 feet along the arc of a curve to the left, said curve having a radius of 578.51 feet, a central angle of $01^{\circ} 21' 41''$ and a chord which bears $N 89^{\circ} 18' 36'' E 13.75$ feet,

Thence departing Bushman Drive and passing through condominium Phases 2 and 1, respectively, the following courses and distances to a point on the division line between said Phases 1 and 2;

$N 52^{\circ} 35' 00'' W 120.69$ feet;
 $N 41^{\circ} 24' 35'' E 10.02$ feet;

Thence departing said Phase 1 and running through Phase 2 $S 52^{\circ} 35' 00'' E 132.09$ feet to a point on the northerly line of Bushman Drive, 30 feet from centerline;

Thence with Bushman Drive, a distance of 15.70 feet along the arc of a curve to the right, to the point of beginning, said curve having a radius of 578.51 feet, a central angle of $01^{\circ} 33' 18''$ and a chord which bears $S 87^{\circ} 51' 07'' W 15.70$ feet; containing 1265 sq. ft., more or less.

TOGETHER WITH a non-exclusive easement for the maintenance of storm sewers and sanitary sewer lines and related appurtenances over the two (2) parcels described as follows:

Parcel No. 1:

BEGINNING at the northwesterly corner of the easement, being a point on the line between condominium Phases 3 and 2, said point bearing the following courses and distances from the northeasternmost corner of Parcel H-1;

$S 87^{\circ} 54' 48'' W 609.49$ feet;
 $S 02^{\circ} 05' 12'' E 290.00$ feet;
 $N 87^{\circ} 54' 48'' E 98.00$ feet;
 $S 02^{\circ} 05' 12'' E 75.98$ feet;

Thence departing said Phase 3 and running through Phase 2 the following courses and distances to a point on the aforementioned line between Phases 3 and 2:

$S 86^{\circ} 19' 18'' E 22.75$ feet;
 $S 03^{\circ} 16' 23'' E 10.07$ feet;
 $N 86^{\circ} 19' 18'' W 22.96$ feet;

Thence with said Phase 3 $N 02^{\circ} 05' 12'' W 10.05$ feet to the point of beginning, containing 229 sq. ft., more or less.

Parcel No. 2:

BEGINNING at the easternmost corner of the easement, being a point on the westerly right-of-way line of Bushman Drive, 30 feet from centerline, said point bearing the following courses and distances from the northeasterly corner of Parcel H-1, Oakton Village Section 2, as recorded in Deed Book 4123 at Page 222 among the Land Records of Fairfax County, Virginia, said point being also designated as "Point of Beginning - Phase 2" on the plat of condominium subdivision of "Vistas of Vienna Condominium - East":

A distance of 36.36 feet along the arc of a curve to the right, said curve having a radius of 380.00 feet, a central angle of 05° 28' 59" and a chord which bears S 08° 24' 31" W 36.35 feet;

S 11° 09' 00" W 20.00 feet;

A distance of 266.93 feet along the arc of a curve to the right, said curve having a radius of 703.01 feet, a central angle of 21° 45' 17" and a chord which bears S 22° 01' 39" W 265.33 feet;

Thence running with said right-of-way line a distance of 10.00 feet along the arc of a curve to the right, said curve having a radius of 703.01 feet, a central angle of 00° 48' 54" and a chord which bears S 33° 18' 44" W 10.00 feet;

Thence departing Bushman Drive and running on the division line between Phases 4 and 2 of Parcel H-1 the following courses and distances to a point on the line between condominium Phases 4 and 2;

N 56° 41' 16" W 43.52 feet;
S 87° 54' 48" W 299.44 feet;

Thence departing Phase 4 and running through Phase 2 S 46° 36' 29" W 68.15 feet to a point on the division line between Phases 3 and 2;

Thence with the aforesaid Phase 3 N 02° 05' 12" W 13.31 feet to a point;

Thence departing said Phase 3 and running through Phases 2 and 4 the following courses and distances to the point of beginning:

N 46° 36' 29" E 63.13 feet;
N 87° 54' 48" E 306.40 feet;
S 56° 41' 16" E 46.71 feet; containing
4137 sq. ft., more or less

"EXHIBIT C"

Unit Number	Appurtenant Undivided Interests in Common Elements, Common Expenses and Common Profits (Also Controls Voting Rights)
12101	0.0214 ✓
12102	0.0173 ✓
12103	0.0214
12104	0.0173 ✓
12201	0.0214 ✓
12202	0.0214
12203	0.0214 ✓
12204	0.0214
12301	0.0214 ✓
12302	0.0214 ✓
12303	0.0214
12304	0.0214 ✓
12401	0.0173 ✓
12402	0.0252 ✓
12403	0.0173
12404	0.0252 ✓
12111	0.0214 ✓
12112	0.0173 ✓
12113	0.0214 ✓
12114	0.0173 ✓
12211	0.0214 ✓
12212	0.0214
12213	0.0214 ✓
12214	0.0214 ✓

"EXHIBIT C"

4512 101

<u>Unit Number</u>	<u>Appurtenant Undivided Interests in Common Elements, Common Expenses and Common Profits (Also Controls Voting Rights)</u>
12311	0.0214 ✓
12312	0.0214 ✓
12313	0.0214 ✓
12314	0.0214 ✓
12411	0.0173
12412	0.0252 ✓
12413	0.0173 ✓
12414	0.0252 ✓
12121	0.0214 ✓
12122	0.0173 ✓
12123	0.0214 ✓
12124	0.0173 ✓
12221	0.0214 ✓
12222	0.0214 ✓
12223	0.0214 ✓
12224	0.0214 ✓
12321 ✓	0.0214 ✓
12322	0.0214 ✓
12323	0.0214 ✓
12324	0.0214
12421	0.0173 ✓
12422	0.0252 ✓
12423	0.0173 ✓
12424	0.0252 ✓

with plat attached

This instrument with certificate annexed,
admitted to record-Office of Circuit Court
Fairfax County, Va. FEB 17 1978 at 11:42 a.m.

Teste: *James E. [Signature]* Clerk

**THE COUNCIL OF UNIT OWNERS
OF THE VISTAS CONDOMINIUM**

POLICY RESOLUTION NO. _____

ASSESSMENT COLLECTION PROCEDURES

WHEREAS Article VIII of the Bylaws of The Council of Unit Owners of the Vistas Condominium, Inc. (hereinafter the "Council") creates an assessment obligation for unit owners;

WHEREAS Article V, Section 3(b) of the Bylaws empowers the Council's Board of Directors ("Board") to provide for the establishment and collection of assessments from unit owners;

WHEREAS, Section 55-79.53. of the Virginia Condominium Act, Code of Virginia (1950, as amended) (the "Act") charges all unit owners and their tenants, guests and invitees with compliance with the Declaration and Bylaws (the "Condominium Instruments") of the Council, as may be amended;

WHEREAS Section 55-79.80:2.A. of the Act provides the Council, through its Board of Directors, with the power to assess charges against unit owners for violations of the Condominium Instruments and the rules and regulations, for which the unit owner or his family members, tenants, guests or other invitees are responsible;

WHEREAS there is a need to establish orderly procedures for the collection of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following assessment collection procedures and policies:

I. ROUTINE COLLECTIONS

A. All monthly installments of the annual assessment shall be due and payable in advance on the first day of the applicable month; all special assessments shall be due and payable in a lump sum or in installments as the Board of Directors may determine, and unless otherwise specified in the notice provided to the unit owners, become effective with the next monthly payment that is due after the delivery of such notice of special assessment ("due date").

B. All documents, correspondence, and notices relating to assessments or charges shall be mailed to the address which appears on the books of the Council or to such other address as is designated in writing by an owner.

C. Non-receipt of an invoice or notice shall in no way relieve the owner of the obligation

to pay the amount due by the due date. If a unit owner is unclear about the amount of the assessment or the due date, it is the unit owner's responsibility to contact the Board or its managing agent to obtain any needed clarification.

D. Covenant and/or rule violation charges assessed pursuant to Section 55-79.80:2 of the Virginia Condominium Act shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENT.

A. **Late charges/Acceleration.** If payment of the assessment installment or charge due, including annual assessments, special assessments, charges for violations of the Condominium Instruments and returned check charges, are not received by the Council's Board of Directors or designated managing agent by the fifteenth (15th) day of the month, the account shall be deemed late and be subject to a late fee equal to ten percent (10%) of the assessment installment or charge due. The late charge shall be the personal obligation of the unit owner and shall be a part of the continuing lien for assessments, as provided for in the Bylaws and the Condominium Act, until all sums due and owing shall have been paid in full. In addition, upon default in the payment of any one or more monthly assessment installments, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable. Accelerated amounts can be collected by the Board in the same fashion as other assessments are collected, including, for example, filing a lawsuit or a lien for the entire accelerated amount.

B. **Returned check charges.** If a check is returned due to insufficient funds, a returned check charge of not more than Twenty-Five Dollars (\$25.00) shall be assessed against the unit owner's account. If the Council receives from any unit owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require, upon written notice to the owner, that all future payments be made by certified check, cashier's check, or money order for the remainder of the fiscal year.

C. **Late Notice.** A "Late Notice" may be sent by the managing agent to owners who have not paid assessments or charges in full by the fifteenth (15th) day after the due date. The late notice may warn the owner that the account will be accelerated and may be sent to legal counsel for legal proceedings. Non-receipt of such notice does not relieve the owner of his financial obligation to pay the assessments, including, but not limited to, late charges, interest, costs and attorneys' fees.

D. **Interest.** If a default in any amounts owed to the Council for assessments continues for more than fifteen (15) days, interest equal to twelve percent (12%) per annum (or 1% per month) may be imposed at the discretion of the Board on the principal amount unpaid from the due date until paid in full.

E. **Legal Referral.** If payment in full, of any assessment or charge, fee, interest and returned check charges, is not received by the managing agent by the thirtieth (30th) day after the due date, the account may be referred to legal counsel for the Council. Unit Owners are responsible for all costs of collection, including attorney's fees.

F. **Lien.** The Board reserves the right to authorize the Council's counsel to file a Memorandum of Lien against a delinquent owner's unit in accordance with the Act. Non-receipt or lack of prior notice shall not prevent the Council from filing a lien within the statutory deadline. Attorneys' fees, interest and costs, including late fees and the costs of filing and releasing the Memorandum of Lien, shall be added to the account and the delinquent unit owner shall be liable for all such amounts.

G. **Civil Suit/Foreclosure.** The Board reserves the right to authorize the Council's counsel to file a civil lawsuit personally against a delinquent owner for the recovery of any unpaid assessments, charges, fees, interest, costs and attorney's fees. The Board also may authorize legal counsel to institute judicial or nonjudicial foreclosure proceedings against the delinquent owner's unit in accordance with the Act and the Council's Bylaws.

H. **Waivers.** The Board may, in its sole discretion, grant a waiver of any provision herein (except the filing of memoranda of liens beyond the statutory deadline), upon petition, in writing, by an owner alleging an extraordinary personal hardship. Such relief, if granted to an owner, shall be appropriately documented in the Council's files.

I. **Management waiver.** The Board hereby authorizes the managing agent to waive the imposition of interest and/or late fees on payments received by the managing agent after the fifteenth (15th) day of the month, if the delinquent owner has owned the unit for less than three (3) months at the time of the delinquency and the managing agent determines that the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Such a waiver may be granted only once to any delinquent unit owner.

J. **Application of payments.** Payments received from a Unit Owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All late fees, returned check charges or interest accrued, as applicable.
3. All other charges assessed against an Owner as a result of violations of the Council's Declaration, Bylaws, and/or rules and regulations.
4. The installments of the annual assessments and any special assessments against the Unit, applied first to the oldest amount due.

M. **Suspension of Privileges.** An owner whose assessment account remains delinquent for more than sixty (60) days may also have his or her condominium privileges suspended, including the right to use facilities, services or common element parking spaces, for the duration of the delinquency after the Unit Owner is given notice and an opportunity for a hearing in accordance with the requirements set forth in Section 55-79.80:2.B. of the Act and as may otherwise be adopted by the Board. Once imposed, the suspension shall continue for as long as the Unit Owner's assessment account remains delinquent.

N. **Suspension of Voting Rights.** Pursuant to Article IV, Section 8 of the Bylaws, no unit owner may vote at any meeting of the Council if the unit owner is more than 60 days' delinquent in the payment of assessments.

The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

This resolution shall become effective on March 11, 2003.

**THE COUNCIL OF UNIT OWNERS
OF THE VISTAS CONDOMINIUM**

Resolutions Action Record

Resolution Type: Policy No. _____

Pertaining to: Assessment Collection Procedures

Duly adopted at a meeting of the Board of Directors held on the 11th day of March, 2003.

Motion by: D. Snyder Seconded by: Susan Jarey

VOTE: YES NO ABSTAIN ABSENT

<u>Norington</u> Director	—	✓	—	—
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<u>Slattery</u> Director	—	—	—	✓
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<u>Sayler</u> Director	✓	—	—	—
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<u>Hains</u> Director	✓	—	—	—
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<u>Jarey</u> Director	✓	—	—	—
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ATTEST:

S. Jarey
Secretary

3/11/03
Date

FILE:

Book of Minutes - 2003

Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: _____, 2003.

THE VISTAS CONDOMINIUM

Drafted by The Vistas Condominium Board of Directors on January 14, 1998.
Approved and Adopted by The Vistas Condominium Council of Co-Owners on April 29, 1998.
Implemented May 15, 1998.

VII.

RULES AND REGULATIONS

A. Introduction

In a condominium community with many residents living in close proximity to each other, rules are needed for the protection and benefit of the residents. The Rules and Regulations established by the Board of Directors are not intended to unduly hamper or restrict the residents or to prevent their enjoyment of the common areas at The Vistas Condominium. Rather, the rules are established to increase everyone's use and enjoyment of the community.

These Rules and Regulations for The Vistas Condominium were adopted by the Board of Directors on April 29, 1998. The following Rules and Regulations are intended to clarify portions of the Bylaws. All Bylaw Regulations will be enforced.

Under the Association Bylaws, these Rules and Regulations are applicable to all residents of the Condominium, whether Unit Owner or Lessee.

Complaint and Enforcement Procedures for the Rules and Regulations are located in Section VIII of this Manual.

B. General Restrictions

1. Windows & Patio Doors

Use of sheets, towels and blankets are not permitted beyond thirty (30) days of occupancy of a unit on windows and patio doors.

2. Planting

Planting flowers around the perimeter of the building is permitted, but cannot obstruct routine grounds maintenance or increase the work load for the maintenance crew. Care of these plantings are the owners/residents responsibility.

Planting of trees, shrubbery or vegetable crops of any type is prohibited anywhere on the common ground without the prior consent of the Board of Directors.

3. Storage

Patios are not to be used for storage of items such as tires, boxes, clothes, trash, combustible materials or bicycles.

No obstruction of common elements with personal property is permitted. Abandoned property may be removed from the premises by Management.

4. Lawn Decorations

Lawn ornaments are prohibited on the common grounds with the exception of seasonal decorations.

5. Signs

No "For Rent/Sale" signs may be placed outside of any unit. No more than two (2) "For Rent/Sale" signs may be placed in the windows of any unit. No other types of signs are allowed to be placed in the windows of a unit or on the common ground unless authorized by the Board of Directors.

6. Bicycles, Skateboards & Rollerblades

Bicycles, skateboards and rollerblades may not be ridden on common elements (sidewalk, grass, inside buildings).

The Association has provided a bicycle rack for resident and guest use. It is located in the courtyard near building 10202. No bicycles should be left unattended anywhere else on The Vistas property.

7. Structural Changes

Nothing shall be done to any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building.

8. Grills

No charcoal grills, hibachis or braziers may be ignited or used within fifteen (15') feet of the condominium (as per Fairfax County Fire Prevention Code). No LP gas-fired grills may be stored or used on the condominium grounds.

C. Consideration of Your Neighbors

All residents (owners and renters) and their guests shall respect the rights of others to enjoy the private and peaceful use of their units. There should not be any unreasonable noises that would disturb others, or activities that interfere with the enjoyable use of the common elements of each private unit. In particular, the following guidelines shall be followed, and when necessary, enforced:

1. All noise producing activities (i.e., vacuuming, furniture moving, hammering, etc.) shall be avoided between the hours of 11:00 p.m. and 7:00 a.m. Playing music, television or other sound-producing devices at a level that can be heard outside of the unit is too loud.
2. No playing in the hallways, stairwells or on the stairs is allowed. The use of rollerblades, skateboards and bicycles is not permitted in the hallways or on the stairs.
3. No smoking in the hallways or stairwells.

Pets

1. In accordance with Fairfax County ordinances, pets must be accompanied or directly supervised by a responsible person at all times, and either carried or leashed.
2. Pet owners must properly discard of pet's waste and control the noises of their pets.
3. Owners are fully responsible for the upkeep of their pets, and for ensuring that they do not disturb their neighbors or cause injury or damage to the property.

E. Parking Lot

1. All vehicles parked in The Vistas parking lot must be registered with the Management Agent, and have clearly displayed the proper parking decal. Please refer to Resolution No. 2 (referring to parking) of the Board of Directors.
2. All vehicles parked in The Vistas parking lot must have current tags, registration and inspection stickers as required by Fairfax County and the Commonwealth of Virginia state ordinances.
3. Vehicles of guests of residents parking in The Vistas parking lot for more than seventy-two (72) hours must clearly display in their vehicle's window a sign stating that they are guests of a Vistas Condominium resident.
4. No repair or extraordinary maintenance of automobiles or other vehicles may be carried out on any of the common elements or within or upon any condominium unit.
5. Vehicles in violation of the rules will be towed at the vehicle owner's risk and expense.

F. Owner/Tenant Responsibilities

Owners must provide a copy of any lease agreement to the Management Agent and the Board of Directors within ten (10) business days after execution of said lease agreement.

THE VISTAS CONDOMINIUM ASSOCIATION
POLICY RESOLUTION NO. 2008-01

(Establishing Rules and Regulations Relating to Lease Registration)

WHEREAS, ARTICLE VII, Section 1(a) of the Revised and Restated Bylaws of The Vistas Condominium Association provides that the Board of Directors shall have power to adopt and publish rules, regulations and architectural and aesthetic guidelines governing the use, maintenance, repair and replacement of the common area, lots and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

WHEREAS, the Board of Directors believes it is in the best interests of the Association to promulgate Rules and Regulations implementing procedures requiring Lot owners to register tenants and other non-family occupants with the Association in order to provide the Association with the additional information to adequately regulate the use of the Association's Common Area.

WHEREAS, the Board of Directors believes it is in the best interests of the Association to be able to contact both the owner and the tenants in the event of emergencies and to provide them with communications regarding meetings, rules violations, etc.

NOW, THEREFORE, the Board of Directors adopts the following regulations for the Association, which shall be binding upon all lot owners and their family members, tenants, occupants, successor, heirs, and assigns currently or in the future.

I. Policy

- A. The Vistas shall provide Northern Virginia Management, property manager for The Vistas Condominium Association, with their name, current mailing address, and telephone number where they can be reached in the event of emergencies (Attachment A, Owners Information).
- B. All Lot owners, whether absentee or residing on the Lot, shall provide the Management Company with a signed copy of a lease agreement for all tenants residing on the Lot.
- C. All Lot owners shall register all tenants and other occupants residing on the Lot.

II. Registration of Tenants

- A. Definition of tenants: Any occupant of the dwelling who is not the owner, excluding the owner's spouse or children if the owner resides at the dwelling.
- B. Current Tenants:

1. All Lot owners shall register all occupants currently residing in his or her unit by submitting the following documents to the Management Company within thirty days (30) from the date of adoption of this Resolution:

a. A completed and signed Lease Registration Form (a copy of which is appended hereto as Attachment "B").

b. A signed copy of the Lease. (Please note that owners may delete any information from the copy of the Lease that is filed with the Association that concerns security deposits or monthly rental charges.)

2. All Lot owners whose units are leased as group homes shall, in addition to providing the names of all tenants residing in the unit, provide the Management Association with the name, address and telephone numbers of the responsible agency.

C. New Tenants:

1. A Lot owner shall register new tenants by submitting, within ten (10) days of the commencement of the Lease, the following documents to the Management Office:

a. A completed and signed Lease Registration Form for each tenant (a copy of which is appended hereto as Attachment "B").

b. A signed copy of the Lease Agreement for each tenant for which the initial lease term must be at least six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of the Rules and Regulations of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease.

D. The Association reserves the right to deny the use of the common area parking lots to a tenant and his or her family and other occupants of the unit until such time as a signed Lease Registration Form and a copy of the signed Lease are submitted to the Association's Management Company.

III. Owner's Responsibilities

A. The Lot owner shall provide to his or her tenants, at the time the lease is signed, copies of the documents listed below and shall sign Attachment C, I, affirming same.

1. Declaration of Covenants, Conditions and Restrictions for The Vistas Condominium;

2. Articles of Incorporation for The Vistas Condominium Association;

3. Bylaws for The Vistas Condominium Association; and

4. Guidelines, Regulations and Procedures for The Vistas Condominium Association.

IV. Tenant's Responsibilities

A. Tenants and all other occupants of the unit must comply with the Declaration, Bylaws, Articles of Incorporation and Guidelines, Regulations and Procedures and shall sign Attachment A-3, II, to affirm that they have done so.

B. Failure to comply with the governing Documents will be considered default under the Lease.

V. Enforcement


A. Should these rules be violated, the Association reserves all of its legal remedies, including, but not limited to, the right to compel eviction, the right to assess the lot owner \$10.00 per day or maximum amount allowed by the Virginia Property Owners Association Act, or until such time as the resolution requirements are met, and suspension of parking privileges, subject to the due process procedures set forth in Section 55-513 of the Code of Virginia and the terms of the Association's Governing Documents.

This Resolution shall become effective 30 days after the date of adoption listed below:

The Board of Directors duly adopted this Resolution on the 8th day of April, 2008.

THE VISTAS CONDOMINIUM ASSOCIATION

By:



President, Board of Directors

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected secretary of The Vistas Condominium Association, a Virginia Corporation, located in Fairfax County, Virginia, established pursuant to a Declaration of Covenants, Conditions and Restrictions, the first page of which is recorded in Deed Book 5922, Page 0501, as subsequently amended, among the Fairfax County Land Records, and,

THAT the foregoing Policy Resolution No 2008-01, Rules and Regulations Relating to Lease Registration constitutes the complete Resolution, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of April, 2008.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 8th day of April, 2008.

Kim Ginnid, Secretary

THE VISTAS CONDOMINIUM ASSOCIATION

Action Record

Pertaining to: The Vistas Condominium Association Guidelines, Regulations and Procedures, Regulatory Resolution No. R2008- 01

Duly voted on and adopted at a meeting of the Board of Directors on the 8th day of April, 2008.

Motion by: Jean Rakow

Seconded by: Sharon Goms

Yes No Abstain Absent

X — — —

X — — —

X — — —

X — — —

— — — X

Sharon Meyer
Sharon Meyer, President

Sharon Goms
Sharon Goms, Vice President

Jean Rakowski
Jean Rakowski, Treasurer

Kim Grimmick
Kim Grimmick, Secretary

Jacob Davis
Jacob Davis, Member at Large

**THE COUNCIL OF UNIT OWNERS OF THE VISTAS
CONDOMINIUM, INC.**

POLICY RESOLUTION NO. 2008-02

Relating to Inspection and Maintenance of Plumbing Systems and Equipment

WHEREAS, Article V, Section 3(d) of the Bylaws of the Council of Unit Owners of the Vistas Condominium, Inc. ("Association") allows the Board of Directors ("Board") the power to promulgate and enforce such rules and regulations and restrictions or requirements as may be deemed and as are calculated to prevent unreasonable interference with the use and occupancy of the condominium and of the general and limited common elements by the unit owners and others;

WHEREAS, Section 79.79(A) of the Condominium Act provides that each Unit Owner is responsible for maintenance, repair and replacement of his or her Unit's equipment and appliances and for keeping them in good order and condition;

WHEREAS, Article XIV, Section 4 of the Association's Bylaws states that each Unit Owner shall, at his or her own expense, maintain, repair, and replace any plumbing and electrical fixtures, water heaters, and other equipment that may be in or declared to be appurtenant to such condominium unit;

WHEREAS, Section 55-79.80:2 of the Condominium Act provides the Board with the power to assess charges against unit owners for violations of the Condominium Instruments, including rules and regulations;

WHEREAS, after careful review of the issue, the Board has determined that plumbing systems and equipment in the Association present the opportunity for significant personal injury and property damage if left in poor repair and/or not maintained regularly, and therefore must be inspected every two years; and

WHEREAS, this resolution shall replace and supersede any other resolutions and Board action pertaining to the maintenance of plumbing systems and equipment;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Board duly adopts the following policy:

1. Unit Owners will be responsible for the cost of the regular inspection and cleaning of their plumbing systems and equipment for ensuring that said inspection and cleanings take place. This will be done on a two year schedule, with the first required cleaning to be accomplished in 2008.
2. Each Unit Owner must submit to the Association a written inspection certificate or report which indicates that the Unit's plumbing system and equipment have been inspected, repaired as necessary, and are in good working order, by May 31st of

each even numbered year.

3. The Association strongly recommends that the inspection and maintenance be conducted by a trained and licensed plumber. Those Unit Owners who choose to perform the work themselves must submit a written report to the Association: affirming that the Unit Owners are competent and qualified to perform the work; describing the work and inspection conducted by the Unit Owners; and signing a release of liability provided by the Association (*see* Exhibit A attached hereto, subject to modification by the Association).
4. The Association's remedies for Unit Owner's violations of this Resolution may be cumulative and include, without limitation:
 - a. sending of warning notices, demands for compliance and/or imposition of rules violation assessment charges for violation of the requirements of this Resolution, beginning at \$50.00 for the first offense, and a continuing charge of \$10.00 per day for any offense of a continuing nature, or any greater amount that may be authorized by law, provided however that any assessments of charges shall be subject to the due process requirements of hearing and opportunity to be heard;
 - b. the right to enter the unit to abate and correct violations in the unit at the expense of a Unit Owner, including but not limited to carrying out the cleaning or inspection at the expense of the Unit Owner;
 - c. the right to file suit for injunctive relief or for damages;
 - d. assessment of expenses, losses or damages cause by the act, neglect or carelessness of a Unit Owner resulting from their failure to carry out the requirements set forth herein; and
 - e. any and all other remedies authorized by law, the Condominium Instruments, or further Resolution of the Board.

EXHIBIT A

**THE COUNCIL OF UNIT OWNERS OF THE VISTAS
CONDOMINIUM, INC.**

POLICY RESOLUTION NO. 2008-02

Relating to Inspection and Maintenance of Plumbing Systems and Equipment

Release of Liability

I/We, _____, Owner(s) of Unit _____ and Co-Owner(s) within the Council of Unit Owners of the Vistas Condominium, Inc. ("Condominium"), hereby acknowledge that pursuant to the Condominium's Policy Resolution relating to Inspection and Maintenance of Plumbing Systems and Equipment, I/we am/are responsible for the regular inspection and maintenance of the plumbing systems and equipment within my/our Unit. I/We further acknowledge that I/we am/are responsible for seeing that the aforementioned inspection and maintenance is accomplished by May 31st of each even-numbered year.

Rather than hire a contractor to perform the cleaning and maintenance and then issue a written inspection certificate or report certifying that the plumbing system and equipment have been inspected, repaired as necessary, and are in good working order, I/we have decided to perform the work myself/ourselves. I/we hereby certify that the work required by the aforementioned Resolution has been completed by me/us and that I/we am/are competent and qualified to do so. I/we have attached a report describing the work done by me/us.

I/we hereby release the Condominium, its officers, employees, and agents from any and all liability for damage to or loss of personal property, real property, and bodily harm or injury, from whatever source which might occur as a result of or stemming from any acts or omissions committed by me/us or my/our agents in the course of performing the aforementioned work. I/we am/are aware of the risks of performing this work and I/we understand that I/we have the right to hire a contractor to perform the work. I/we verify that I/we will be responsible for any costs, including but not limited to medical costs and attorneys' fees, which might be incurred by me/us and/or the Condominium as a result of the work I/we perform.

Signature of all Unit Owners

(Date)

**THE COUNCIL OF UNIT OWNERS OF THE VISTAS
CONDOMINIUM, INC.**

POLICY RESOLUTION NO. 2008-02

Resolutions Action Record

Resolution Type: Policy No. 2008-02

Pertaining to: Inspection and Maintenance of Plumbing Systems and
Equipment

Duly adopted at a meeting of the Board of Directors held on the 8th day of
April, 2008.

Motion by: Kim Grimmick Seconded by: Jean

VOTE: YES NO ABSTAIN ABSENT

Sharon Meyer X _____
Sharon Meyer, President

Sharon Goins X _____
Sharon Goins, Vice President

Jean Rakowski X _____
Jean Rakowski, Treasurer

Kim Grimmick X _____
Kim Grimmick, Secretary

_____ X
Jacob Davis, Member at Large

ATTEST:

Kim Grimmick 4/18/08
Secretary Date

This Resolution is effective 8 May, 2008.

April 2008

TO: All Vistas Condominium Homeowners
RE: Community Policies

Dear Vistas Condominium Homeowners:

It has been noted that there has been an increased use of the Vistas Community parking lot by non-residents. In an effort to discourage the use of the Community's parking lot by these persons, new 2008 numbered parking passes have been ordered for each unit owner. Enclosed is an information sheet that we kindly ask that you complete and return to the management office (which also fulfills the requirement in Article IV, Section 4 of the By-Laws pertaining to keeping your contact information current with the Management Agent. Please note for each vehicle whether you want a hanging pass or a sticker. Visitor passes will be hanging passes. By obtaining this information, we hope to better monitor the parking lot activity.

We ask that you begin displaying your new passes immediately. If you have tenants occupying your home, please provide the new passes to them. Any vehicle not displaying the new 2008 parking passes after May 31st will be towed at the vehicle owner's expense. In an effort to encourage timely payment of condo fees, only homeowners in good standing or current in their condo fee payments will receive the new parking passes. (Pool passes, too, will be provided to homeowners in good standing). Tenants must rely on their landlords' good standing to receive these privileges. Subsequently parking passes will be revoked (the towing company will be notified) from homeowners who become delinquent of more than 2 months of their condo fee payments. If you wish to obtain additional passes, please contact Northern Virginia Management and passes will be provided. There will be a \$25 fee per pass for more than 3 visitor passes, as well as for replacement passes. Therefore, landlords are encouraged to collect the visitor passes from tenants when they leave. Vehicles newly registered with the Management Agent will not be charged (purchase of new vehicle or condominium unit). Remember that the Community parking lot is for use by only residents and their guests. Abuse of the rules or intent of the rules may subject you to revocation of your passes. Please do not lend your passes to your neighbors.

Friendly reminder: car registration must be current (30-day grace period), or it will be towed, even if you have a parking pass.

In addition to the usage of the parking lot by unauthorized persons, complaints have been voiced about the usage of the Community dumpster by non-residents. If you have information about any such activity (or that related to the townhouses using the parking lot, please report this to our office so that it can be investigated further (license #, date, time, etc.).

We have also enclosed an ACH form if you wish to take advantage of the automatic payment of your condo fees. The ACH normally is processed somewhere between the 7th and the 11th of the month. No regularly scheduled ACH will be treated as delinquent unless there are insufficient funds. Then it will be treated like a bounced check: late fee plus a bad-check fee (currently \$45).

We appreciate your cooperation and support.

Sincerely,

Northern Virginia Management
Acting as the Management Agent for the
Vistas Condominium Association

**THE VISTAS CONDOMINIUM ASSOCIATION
PARKING INFORMATION SHEET**

Complete and Return to:
Northern Virginia Management
4306 Evergreen Lane #101 Annandale, VA 22003
Fax: (703) 941-9005 E mail: nvmanagement@erols.com

DATE: _____

UNIT ADDRESS: _____

UNIT OWNER'S NAME: _____

UNIT OWNER'S ADDRESS: _____
(if you are a non-resident owner)

TELEPHONE: HOME: _____

WORK: _____

E MAIL ADDRESS: _____

CELL: _____

VEHICLE No. 1

VEHICLE No. 2

YEAR: _____

YEAR: _____

MAKE: _____

MAKE: _____

MODEL: _____

MODEL: _____

LICENSE (STATE/NO.) _____

LICENSE (STATE/NO.) _____

HANG TAG OR STICKER: _____

HANG TAG OR STICKER: _____

***** (FOR OFFICE USE ONLY) *****

TVA TAG NO. _____

TVA TAG NO. _____

ISSUE DATE: _____

ISSUE DATE: _____

**THE VISTAS CONDOMINIUM ASSOCIATION POLICY
RESOLUTION NO. 2012-01**

(Member Requests For Information)

WHEREAS, The Code of Virginia, Chapter 26, Virginia Property Owners' Association Act, § (Section) 55-510, provides that Association members in good standing, upon five days written notice, may examine and copy books and records with certain exceptions during reasonable business hours; and

WHEREAS, § 55-510 permits the Association to impose and collect a charge reflecting the actual costs of material and labor prior to providing copies.

NOW, THEREFORE, BE IT RESOLVED, that the following procedures shall govern a member's access to the Association's records in its custody:

1. Requests for documents shall be in writing, utilizing the completed form "Request for Association's Document or Record" (Attachment 1), to the Association's Community Manager, reasonably identifying the purpose for the request and reasonably identifying the specific books and records of the Association requested.

a. The Community Manager, in consultation with appropriate Board officers, shall review the request within five days of receipt and, if approved, shall allow the requesting member access to the documents for examination by appointment Monday through Friday during regular business hours or at a mutually convenient time and location.

b. It shall be the policy of the Association that the staff will not compile data from files, nor extract or analyze information contained in files, nor create new files in response to a request.

c. When a copy(ies) of a book or record is requested with five days written notice by a member in good standing, a charge for the labor and material used to produce the copy(ies) shall be assessed. The current charge shall be set at \$0.20 per copied page plus \$20 per hour for research and copies made. The Community Manager shall waive the labor charge when less than 15 minutes per month is expended to provide the information and/or copies. All fees and charges, not to exceed the actual costs thereof, must be paid in full prior to the release in whole or in part of the requested information.

d. Prior to the review and/or copying of the requested information by the member, the Community Manager shall preview the files as necessary for privileged matters as identified in the Virginia Property Owners Association Act and shall gather specific existing files on the topics requested by the member. In

order to protect the files, a staff member shall be present at all times while a member is inspecting or copying them, although simply being present is not a labor cost recovered from the member.

2. It is the intent of the Board of Directors to make the books and records of the Association accessible in accordance with the provisions of the Virginia Property Owners Association Act. However, if the Community Manager, in consultation with appropriate Board officers, decides the documents are deemed privileged or otherwise protected by from disclosure, the Community Manager shall deny the member's request within five days in a letter that states the reason(s) for denial. The member may appeal such a decision within thirty days of the date of refusal to the Association Board by filing a signed written appeal with the Community Manager. The Board shall consider the appeal at its next Regular Meeting, which occurs more than ten days after receipt of the appeal.

3. This resolution shall be effective September 11, 2012
This resolution was duly adopted this 11th day of September, 2012
by the Board of Directors.

THE VISTAS CONDOMINIUM ASSOCIATION

By: *Bella Flato*
President, Board of Directors

Sharon E. Goins
Vice President

Mona Brown
Secretary

Jim Rahmel
Treasurer

S. [Signature]
Director

Director

Director

THE COUNCIL OF CO-OWNERS OF THE VISTAS CONDOMINIUM, INC.

POLICY RESOLUTION NO. _____

ASSOCIATION COMPLAINT PROCEDURES
(for resolving certain complaints from members and others)

WHEREAS, the Council of Co-Owners of The Vistas Condominium, Inc. (the "Association") is a unit owners' association organized and operating pursuant to the Virginia Condominium Act ("Act") and the Declaration of The Vistas Condominium ("Declaration");

WHEREAS, Article V, Section 3 of the Association's Bylaws provides that the Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association;

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Association, acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure **for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

- A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
- B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
 1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of

the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be made available upon request from the Association by contacting the Managing Agent, Northern Virginia Management, at the following address: 4306 Evergreen Lane, Suite 101, Annandale, VA 22003. Phone: 703-941-9002. Fax: 703-941-9005.

- C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail, or	Board of Directors, Council of Co-Owners of The Vistas Condominium
Hand-Delivery:	c/o Northern Virginia Management
	4306 Evergreen Lane, Suite 101
	Annandale, VA 22003

- D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

- E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. Incomplete Complaint. If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.

2. Forwarding to the Board. If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

- F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board at a regular or special Board meeting held within ninety (90) days from the date on which the Complaint was forwarded to the Board for consideration.

2. Notice to the Complainant. At least fourteen (14) days prior to the Board meeting at which the

Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section E above.

3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
 - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packets.

EXHIBIT A

THE COUNCIL OF CO-OWNERS OF THE VISTAS CONDOMINIUM, INC.
(POLICY RESOLUTION NO. __: "ASSOCIATION COMPLAINT PROCEDURES")

Mail, or Board of Directors, Council of Co-Owners of the Phone : 703-941-9002
Deliver to: Vistas Condominium, Inc.
c/o Northern Virginia Management
4306 Evergreen Lane, Suite 101
Annandale, VA 22003

ASSOCIATION COMPLAINT FORM

(For Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of The Council of Co-Owners of The Vistas Condominium, Inc. (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

- 1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

- 2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

Printed Name Signature Date

Lot Address

Mailing Address (if different from above)

E-mail Address Phone Number Contact Preference Phone E-mail
 Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

ENTRIES)

Payment in FULL is required prior to release of information or copies.

1. Date of Request: _____

2. Requester's First and Last Name:
Full Address:
Phone Number:

3. I am aware that I am not permitted to inspect or copy information that may concern the following: (from The Virginia Code, Section 55-510C)
 - a. Personnel matters relating to specific, identified persons or a person's medical records;
 - b. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
 - c. Pending or probable litigation. Probable litigation means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;
 - d. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to paragraph 55-513;
 - e. Communications with legal counsel which relates to subdivisions 1-4 or which is protected by the attorney-client privilege or the attorney work product doctrine;
 - f. Disclosure of information in violation of law;
 - g. Meeting minutes or other confidential records of an executive session of the board of directors held in accordance with subsection C of paragraph 55-10.1;
 - h. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or
 - i. Individual unit owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the association.

4. Purpose of Request: (please complete with as much specificity as possible, additional space on back)

5. Requested Document Title/Subject:(please give as many details as possible to facilitate process, additional space provided on back)

6. Signature of Requester: _____

7. Request: Approved Denied

8. Copying and/or Research Fee Computation: (to be completed by the Community Manager/Treasurer) \$_____

9. Cash, Certified Check or Money Order Received: Amount \$_____ Check No. _____ Date _____ (payment in full is required BEFORE release in whole or in part of requested information)

10. Date Document Provided: _____

11. Community Manager Signature: _____

12. Remarks:

THE COUNCIL OF CO-OWNERS OF THE VISTAS CONDOMINIUM, INC.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2012-02

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Council of Co-Owners of The Vistas Condominium, Inc. on September 11, 2012.

Motion by: Jean Rakowski

Seconded by: Moses Perrowe

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
<u>Sharon Boyce</u>	Director	✓			
<u>Moses Perrowe</u>	Director	✓			
<u>John O'Neil</u>	Director	✓			
<u>Jim Kinnel</u>	Director	✓			
<u>Sharon Meyer</u>	Director	✓			

Attest: Moses Perrowe (Secretary)

Date: September 11, 2012

Resolution effective as of date of adoption.