

EXHIBIT “B” TO MASTER DEED
AMENDED AND RESTATED BYLAWS
OF
FAIRLINGTON MEWS

ARTICLE I

PLAN OF CONDOMINIUM UNIT OWNERSHIP

Section 1. Condominium. The project is comprised of the units and common elements that are located at the intersection of South Wakefield Street, 34th and 36th Streets South, County of Arlington, State of Virginia, known as “FAIRLINGTON MEWS” (hereinafter “Project”), which was submitted to the provisions of Chapter 4.2, Title 55 Code of Virginia 1950, as amended (hereinafter “Condominium Act” or “Act”) by virtue of the recordation of the Master Deed, recorded at Book 1832, Page 537, et. seq., and as subsequently amended, among the land records of Arlington County, Virginia (hereinafter “Master Deed”).

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project. These Bylaws replace and supersede any Bylaws existing prior to the date of recordation of these Bylaws.

Section 3. Personal Application. All present or future Co-owners, tenants, employees, invitees or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws.

Section 4. Council of Co-Owners. The Council of Co-owners of the Fairlington Mews Condominium, Inc. (hereinafter “Council”) shall consist of all of the Co-owners and shall be responsible for:

- a) administering the business and legal affairs of the Fairlington Mews Condominium, Inc. (hereinafter “Condominium”);
- b) establishing the means and methods of collecting assessments and charges;
- c) arranging for the professional management of the buildings, related property, and assets of the Council; and
- d) performing all of the other acts that the law may require or permit the Council to do. Unless specified otherwise by law or these Bylaws, the foregoing responsibilities shall be performed by the Council’s Board of Directors (hereinafter “Board”).

Section 5. Applicability. The mere acquisition or rental of any of the Condominium units (hereinafter “Units”) of the Project or the mere act of occupancy of any of said Units will signify the occupant’s acceptance, ratification, and agreement to comply with these Bylaws.

Section 6. Binding. The covenants, terms, and agreements set out in the Condominium Act, Master Deed, these Bylaws, the Fairlington Mews Handbook, and any rules and resolutions adopted by the Board

(collectively, “governing documents”) shall be deemed to run with the land and the property described therein and shall bind all Co-owners, present and future, their tenants, employees or invitees.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Co-owner is entitled is the percentage common element interests assigned to such Co-owner’s Unit as set forth in Exhibit B of the Master Deed. Only Eligible Co-owners may vote. “Eligible Co-owners” are those Co-owners who are current or no more than sixty (60) days in arrears with respect to payment of any financial obligation imposed by the Council. When more than one person owns a Unit, the person entitled to cast the vote for the Unit shall be the person present at the meeting either in person or by proxy. If the Co-owners of a Unit present at a meeting are not unanimous in how they wish to vote, no vote on such matter(s) shall be accepted. If a Co-owner is a corporation or some other legally recognized entity, the vote for the Unit may be cast by any person having authority to act for the entity.

Section 2. Majority of Co-owners. As used in these Bylaws the term “Majority of Co-owners” shall mean those Eligible Co-owners holding more than fifty percent (50%) of the voting interests of all Co-owners present either in person or by proxy at a duly called meeting of the Council at which there is a quorum; however, with respect to elections, the candidates with the highest number of votes cast shall win the open seats available, regardless of whether or not they receive a majority of the total votes. The candidate receiving the highest number of votes shall serve the longest open term. The candidate receiving the next highest number of votes shall serve the next longest open term, and so forth.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty-five percent (25%) of all Eligible Co-owners shall constitute a quorum of the Council.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxy forms must be filed with the Management Company or Secretary prior to adjournment of the meeting for which they are applicable. The Council may adopt reasonable rules and regulations regarding the form and requirements for designating proxies.

ARTICLE III

ADMINISTRATION

Section 1. Annual Meetings. The annual meeting of the Council shall be held at least thirty (30) days prior to the beginning of the fiscal year on a date designated by the Board.

Section 2. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners upon his or her own motion, as directed by resolution of the Board, or upon a petition detailing the purpose for the special meeting that is signed by Eligible Co-owners holding twenty-five percent (25%) of voting interests in the Condominium (and as defined in Article II, Section 2) that is presented to the Secretary or the Management Company. Signatures must be dated and may not be more than 60 days old at the time that the petition is delivered to the Secretary or Management Company. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice of the meeting.

Section 3. Notice of Meetings. It shall be the duty of the Secretary, or other designee appointed by the Board, to provide a notice of each annual or special meeting of the Council, stating the purpose thereof as

well as the date, time, and place where it is to be held, to each Co-owner of record. Such notice shall be sent to each Co-owner at least twenty one (21) days (in the case of annual meetings) and at least ten (10) days (in the case of any special meeting) prior to such meeting. Notice shall be sent to each Co-owner by first class mail, hand delivery, electronic mail or facsimile transmission, provided the Co-owner has consented to such transmission and the Secretary or other designee certifies in writing that notice was sent.

Section 4. Adjourned Meetings. If at any membership meeting of the Council a quorum is not present, the majority of Co-owners who are present either in person or by proxy may either: (1) recess the meeting to a date, time, and place agreed to by such Co-owners not more than thirty (30) days after the time the original meeting was called without having to provide further notice to the membership; or (2) adjourn the meeting. Alternatively, in the absence of a recess or adjournment, the Board may proceed with the membership meeting for the purpose of fulfilling its requirements to call and conduct a membership meeting; however, if a quorum is not present, the assembly may not vote or transact business on any matter.

Section 5. Order of Business. The order of business at annual meetings of the Co-owners shall be as follows; however, the chair of the meeting may at any time after proof of a quorum has been established proceed with the election of directors:

- a) Registration – proof of quorum;
- b) Proof of notice of meeting or waiver of notice;
- c) Approval of minutes of preceding meeting;
- d) Reports of Officers;
- e) Report of Committees;
- f) Appointment of inspectors of election;
- g) Election of Directors;
- h) Unfinished business, if any; and
- i) New business.

ARTICLE IV

BOARD

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board composed of five (5) persons, all of whom must be Eligible Co-owners at the time of their election at the Annual Meeting or at the time of their appointment, as the case may be.

Section 2. Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done by the Co-owners. The Board shall have the power from time to time to adopt any reasonable Rules and Regulations deemed necessary for the enjoyment of the Condominium provided such Rules and Regulations shall not be in conflict with the Condominium Act, the Master Deed, or these Bylaws. In addition to the duties imposed by these Bylaws or by any resolution of the Council that may hereafter be adopted, the Board shall have the power

to carry out and be responsible for those duties and functions set forth in the Condominium Act, including by way of example, Section 55-79.79 and 80, Code of Virginia, as amended.

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

- a) Care and upkeep of the Project.
- b) Collecting monthly assessments from Co-owners.
- c) Making interim adjustments in the monthly assessments, if necessary.
- d) Designating and dismissing personnel or contractors necessary for the maintenance and operation of the Project.
- e) Maintaining complete, accurate records of all Council proceedings and establishing policies for record retention, including, but not limited to resolutions, correspondence by or to Co-owners, and such other records that have been incorporated into the Council's records.
- f) Making and amending rules and regulations to assist the Board in administering its powers and duties, including, but not limited to, rules governing parking, architectural control, and maintenance and repair of the Project.
- g) Appointing individuals or committees from among the Co-owners from time to time as the Board may in its discretion decide is appropriate to assist in the conduct of the affairs of the Council.
- h) Appointing and removing committee chairpersons with such duties as the Board may authorize.
- i) Borrow money on behalf of the Council;
- j) Enforce by legal means the provisions of the Master Deed, Bylaws, Articles of Incorporation, and the Rules and Regulations;
- k) Doing such other acts and things not inconsistent with the Act, the Master Deed or Bylaws.

Section 4. Management of Project. The Board shall arrange for the management of the Project pursuant to an agreement establishing provisions relating to duties, operations, removal, and compensation of a third-party Management Company. The Council shall not undertake self-management without the consent of Co-owners of Units holding at least sixty-seven percent (67%) of the voting interests of the Condominium and at least fifty-one percent (51%) of institutional lenders holding a first mortgage or first deed of trust encumbering a Unit that have notified the Council in writing of its status and that have requested all rights under the condominium instruments (hereinafter "registered Mortgagees").

Section 5. Election and Term of Office. Members shall be elected to the Board for one three-year (3-year) year term unless filling a vacancy pursuant to Section 6 below. Only Eligible Co-owners may serve on the Board.

Section 6. Vacancies. Vacancies in the Board caused by any reason, other than the removal of a Director by a vote of a Majority of Co-owners held at a duly convened meeting of the Council, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council, such successor to fill out the remainder of the term of the vacant position.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a Majority of the Co-owners. Any Director whose removal has been proposed by the Co-owners shall be given notice of said meeting and an opportunity to be heard at the meeting. If removed by the vote of the Majority of the Co-owners, a successor Director

shall be elected by a plurality of the votes cast at the same meeting at which the vote to remove the Director was approved. A Director may also be removed by the vote of the majority of the Board if the Director is absent from three (3) consecutive regular meetings of the Board and a replacement Director may be appointed by the Board within a reasonable period of time following such vacancy. Any Director so appointed will serve until the next Annual Meeting of the Council whereby a Director will be elected by the Co-owners for the remainder of the term of the Director removed by the Board.

Section 8. Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such a meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board 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 ten (10) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, by electronic means or any other method reasonably calculated to be available to a majority of Directors at least ten (10) days prior to the day for such meeting. Notice to Co-Owners shall be published (by posting, mail, or electronic means, or any other method reasonably calculated to be available to a majority of unit owners) before the appointed time of the meeting. All regular meetings of the Board shall be open to all Co-owners with the exception of any executive session proceedings allowed by the Condominium Act.

Section 10. Special Meetings. Special Meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally, by mail, or by electronic means, which notice shall state the time, place, and purpose of the meeting. Notice to Co-Owners shall be published (by posting, mail, electronic means, or any other method reasonably calculated to be available to a majority of unit owners) before the appointed time of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice as directed by the resolution of the Board. All special meetings of the Board shall be open to all Co-owners with the exception of any executive session proceedings allowed by the Condominium Act.

Section 11. Executive Sessions. Upon the affirmative vote in an open meeting to assemble in Executive Session or as otherwise allowed by the Act, the Board may convene in Executive or closed session.

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

Section 13. Board Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts approved by a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Board may take action without physically meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if none of the Directors object in writing to such procedure. The Board shall keep a written record of any such

action. Printed email records shall suffice. Any such written record shall be filed as if it were a set of minutes of the proceedings of the Board.

Section 15. Board as Agent. The Board shall have the power to act as agent for the Co-owners of all of the Units to manage, control, and serve the interests of such Co-owners in the common elements of the Condominium and to fulfill all of its powers, rights, functions, and duties, including, but not limited to, the grant and acceptance of easements and licenses as well as the negotiation and settlement of matters with governmental authorities, such as eminent domain proceedings or land use matters.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Council shall organize themselves as a President, a Vice President, a Secretary, a Treasurer, and a Director-at-Large, all of whom shall be elected by and from the Board. With the exception of the President, a Director may hold more than one office.

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

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed from his or her position, either with or without cause, and his or her successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. Removal from office does not constitute removal from the Board.

Section 4. President. The President shall be the chief executive officer of the Council. He or she shall preside at all meetings of the Council and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of president of a Council.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all duties incident to the office of Secretary. The Board, at its discretion, may delegate the responsibility of taking and keeping the minutes.

Section 7. Treasurer. The Treasurer shall, together with the Management Company, be responsible for monitoring the Council's funds and securities, keep full and accurate financial records and books of account showing all receipts and disbursements, prepare all required financial data, deposit all monies and other valuable effects in depositories designated by the Board, and, in general, perform all of the duties incident to the Office of Treasurer.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

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

Section 2. Limits on Liability; Bailee. The Council shall not, except to the extent covered by insurance proceeds under the Council's insurance policies and subject to provisions elsewhere in these Bylaws regarding deductible allocation, be liable or financially responsible to any member for any damages to Units, person or property caused by:

- a) a failure of any utility or third party service supplied to the Council;
- b) the elements or weather;
- c) electricity, water, snow or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment except as otherwise provided for herein or in the Master Deed; and
- d) any damages that originate from one Unit and enters into another Unit, which may include, but are not limited to water, smoke or other damage.

The Council shall not be liable to any Co-owner for loss or damage to anything that residents may store or leave upon any of the common elements.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. Fiscal Year. The fiscal year of the Council shall be determined by the Board.

Section 2. Budget. The Board shall adopt a budget for the Council prior to the annual meeting so that the budget approved by the Board may be sent to Co-owners with the annual meeting notice. Such budget shall:

- a) include reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve, and reserves for replacements;
- b) constitute the basis for determining each Co-owner's assessment for the common expenses of the Condominium; and
- c) list each unit type's monthly assessment (condo fee).

Section 3. Reserves.

- a) The Board shall, as required by the Condominium Act and these Bylaws, build up and maintain reasonable reserves for a general operating reserve, and reserves for replacements.
- b) The general operating reserve is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time. The Board shall maintain a general operating reserve amount equal to twenty percent (20%) of the current annual assessments chargeable to the Co-owners. Upon reduction below such twenty percent (20%) level, the upcoming budget will be adjusted to restore the twenty percent (20%) level.
- c) As required by the Condominium Act, the Board will fund a formal professional Reserve Study.
 - i. The Board will review such study when developing the budget.
 - ii. To the extent possible, the Board shall cause reserves for replacements to be funded in accordance with the Association's most recent Reserve Study.
 - iii. In the event the Association's reserves for replacements deviate more than twenty percent (20%) from what is recommended in the Association's most recent Reserve Study, the Association shall provide notice to the membership of the deviation during its annual budget presentation.

Section 4. Extraordinary Expenditures.

- a) During the fiscal year, extraordinary expenses will be charged to the appropriate line item of the current budget as long as funds are available in the overall budget. Any shortfall will be addressed when preparing the budget for the next fiscal year.
- b) If the working capital and reserves are inadequate for any reason, the Board may at any time assess the Co-owners according to their respective common element interests.
 - i. The Board shall serve notice of any such assessment on Co-owners by a statement in writing giving the amount and reasons therefore.
 - ii. Such assessment shall, unless otherwise specified in the notice, become effective not less than sixty (60) days after said notice

- iii. Any such assessment may be payable by the Co-owner in a lump sum or in installments as the Board may determine. All Co-owners so notified shall be obligated to pay said assessment.
- iv. The assessment shall be a lien as of the effective date.

Section 5. Effect of Failure or Delay to Adopt New Budget. The failure or delay of the Board to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses. In the absence of any annual budget or adjusted budget, each Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the new monthly payment for the new fiscal year.

Section 6. Assessment and Payment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Condominium set forth in the budget adopted by the Board shall be assessed against each Co-owner in proportion to the Co-owner's respective interest in the common elements.

- a) Limited common expenses shall be assessed by the Board against each Co-owner in proportion to the relative common element interest of the Unit, or in accordance with the use by the Co-owner (or tenant, invitee, or agent) of services, as appropriate. The annual assessment for common expenses, including limited common expenses, shall be a lien against each Co-owner's Unit. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in the fiscal year, each Co-owner shall be obligated to pay the Council one-twelfth of the annual assessment.
- b) If the Council pays for expenses benefiting some, but not all of the Co-owners, or incurs expenses due to the act, neglect or omission of a specific Unit or Co-owner (and their tenants, family members, invitees, etc.) the Board may assess such limited common expenses against the benefited or responsible Co-owners and Units involved. If the Board elects to provide metered utility services to some or all of the Units, the Board shall assess the Co-owners based on actual consumption of such services. Further, the Board may assess other expenses on other bases to the extent permitted by the Condominium Act.

Section 7. Audit.

- a) Within ninety (90) days after the end of each fiscal year, the Board shall commence to have an audit of the Association's previous fiscal year's finances conducted by a certified public accountant.
 - i. The results of such audit shall be completed within sixty (60) days.
 - ii. Once the audit is completed, the audit shall be made available to all Co-owners (and Mortgagees) who make written request for a copy.
 - iii. The Association may request reimbursement for the costs of performing said service to each person making a request for a copy of the audit.
- b) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board, be:
 - i. placed in one or more of the Council's accounts: working capital, general operating reserve, and/or reserves for replacements;
 - ii. placed in a special account to be expended solely for the general welfare of the Co-owners;

- iii. credited, according to each Co-owner's common element interest to the next monthly installments due from Co-owners under the current fiscal year's budget, until exhausted; or
 - iv. distributed to the Co-owners.
- c) The Board may assess any net shortage against the Co-owners in accordance with their common element interests at the end of the fiscal year or as otherwise determined by the Board. Any such assessment may be payable by the Co-owner in a lump sum or in installments as the Board may determine.

Section 8. Accounts. All sums collected with respect to assessments against the Co-owners or from any other source may be commingled into a single fund or deposited in separate accounts as approved by the Board. However, the Management Agent shall never commingle Council funds with the funds of any other entity.

Section 9. Payment of Common Expenses. Each Co-owner shall pay the common expenses, including any and all limited common expenses, assessed by the Board. Additionally, each Co-owner shall pay all charges, fees, expenses, and additional assessments or costs (legal, administrative, and other expenses) assessed against the Unit or incurred in connection with the collection of assessments or any other charges imposed by the Board.

- a) The Board may not exempt any Co-owner from liability for the assessment for common expenses by reason of waiver of the use or enjoyment of any of the common elements or by abandonment of the Unit.
- b) No Co-owner shall be liable for the payment of any part of the common expenses assessed against the Unit subsequent to the date of recordation of a conveyance by such Co-owner in fee of such Unit except as provided herein. Prior to or at the time of any such conveyance, Co-owners must pay all unpaid charges, fees, liens, and assessments in full.
- c) The purchaser of a Unit shall be jointly and severally liable with the selling Co-owner for all unpaid assessments against the latter for the proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Co-owner amounts paid by the purchaser therefore.

Section 10. Collection of Assessments. The Board, or the Management Company at the request of the Board, shall take prompt action to collect any past due common expenses, and all other assessments, charges, fees, expenses, and costs (administrative, legal or other) assessed against the Unit. Any assessment, charge, fee, expense or cost, or installment of any assessment, not paid within ten (10) days after due shall accrue a late charge. The Board may establish the amount of the late charge.

Section 11. Statement of Expenses. The Board, or the Management Company at the request of the Board, shall promptly provide any Co-owner, contract purchaser, or Mortgagee a written statement of all unpaid assessments due from such Co-owner when requested in writing. The Board shall have the power to charge the costs incurred by the Association to cover this expense in accordance with the limits set forth in the Condominium Act.

Section 12. Maintenance and Repair.

- a) The Council shall be responsible for the maintenance, repair, and replacement of all of the general common elements as defined in the Master Deed, whether located inside or outside of the Units. The cost of such maintenance and repairs shall be charged to all Co-owners as a common expense. However, the Board may elect to assess a Co-owner the cost of any maintenance, repair,

or replacement that, in the opinion of a majority of the Board, originated from the Co-owner's Unit(s) or was caused by the action or inaction of the Co-owner (or the Co-owner's family, guests, invitees, tenants, agents, or employees).

- b) Each Co-owner shall be responsible for the maintenance and repair of the limited common elements assigned to his or her Unit.
- c) Responsibility for maintenance and repair shall be in accordance with Attachment 1 ("Maintenance and Repair Responsibilities"). This list may be amended as necessary by the Board after notice to the membership and special meeting is held to discuss such changes with the membership.
- d) All repairs of internal installations of the Unit, including but not limited to water, light, power, sewage, telephone, sanitary installations, doors, windows, lamps, and all other appliances and accessories within the Unit shall be at the Co-owner's expense.
- e) A Co-owner shall reimburse the Council for any expenditure incurred in repairing or replacing any common element damaged through his or her fault or which originated from or in his or her Unit.
- f) Responsibility for damages resulting from leaks or failures of a Unit's appliances (including but not limited to washing machines, dishwashers, hot water heaters, refrigerators, and air conditioners) shall be the sole responsibility of the Unit's Co-owner. Such responsibility shall include all damages in the Co-owner's Unit, common elements, and Units of other Co-owners.
- g) Any damage to the buildings, recreational facilities, other common elements, or equipment by action or inaction of any Co-owner, tenant, invitee, agent, guest, child, pet or employee shall be repaired at the sole expense of the Co-owner.
- h) In the event a Co-owner receives a written variance from the Board to replace or otherwise modify any exterior component (e.g., rear canopy, front window well) that may otherwise be the responsibility of the Council, the maintenance and repair of such replacement or modification shall thereafter be borne by the Co-owner unless otherwise specified by Board in the approval.

Section 13. Use of Units – Internal Changes.

- a) Residential and Non-Residential Use. Units shall be used only for housing and the related common purposes for which the property was designed. A Co-owner or its tenant(s) residing in a Unit may conduct ancillary business activities within the Unit so long as:
 - i. the existence or operation of the business activities is not apparent or detectable by sight, sound or smell from outside the Unit;
 - ii. the business activity is legal and conforms to all zoning requirements for the Unit;
 - iii. the business activity does not involve unreasonable visitation to the Unit by clients, customers, employees, suppliers or other business invitees;
 - iv. the business activity does not increase traffic in the Council property in excess of what would normally be expected for residential Units;
 - v. the business activity does not increase the insurance premium paid by the Council or otherwise negatively affect the ability of the Council to obtain insurance; and
 - vi. the business activity is consistent with the residential character of the property and does not constitute a nuisance or hazardous or offensive use, nor threaten the security or safety of other residents.

- b) Leases. Co-owners may lease their Unit subject to Board rules and policies. All leases shall be in writing and shall require that the lessee abide by the terms of the governing documents and a copy of such lease shall be provided to the Board upon request. Leases shall have a minimum initial term of six (6) months. Non-resident Co-owners must supply at their expense copies of the governing documents to tenants prior to any move-in for a Unit.
- c) Alterations to Unit (Variances). Co-owners wishing to affect or alter the structural integrity or the exterior appearance of the buildings (“alteration/s”) must submit in writing all plans, specifications, engineer reports, and county permits to the Board for approval. The Board shall respond to a Co-owner’s request within forty-five (45) days of receipt of the complete request for an alteration. The Board shall have the power to charge the costs incurred by the Association to cover the review or approval of the application to the Co-owner, such as the costs to pay for reports, analyses or consultations required in connection with its review of alterations proposed by a Co-owner.

Section 14. Right of Entry.

- a) In case of any emergency originating in or threatening a Co-owner’s Unit, the Co-owner hereby grants the right of entry to the Management Company or to any other person authorized by the Board, whether the Co-owner is present at the time or not.
- b) Any damage caused by such entry shall be repaired at the expense of the Council. However, if such entry is made to perform any obligation for which the Co-owner is responsible, such entry and all work done shall be at the sole risk and expense of the Co-owner, who shall be assessed with any administrative or legal fees and costs.
- c) When access to a Unit is required in order to perform inspections, installations, alterations or repairs to an adjacent Unit or the common elements, notice of such entry shall be provided in advance to the responsible Unit Co-owner. Any such entry shall take place at a time reasonably convenient to the affected Co-owner or other occupants. In case of emergency, the right of entry to any Unit shall be immediate.

Section 15. Other Rules and Regulations.

- a) Co-owners are responsible for the actions of family members, tenants, guests, employees, invitees, and agents, who must comply with all governing documents, rules, and regulations.
- b) All common elements, walkways, and entranceways to any residence shall not be obstructed to impede ingress and egress to or from any Unit. Residents shall not store any belongings on common elements (except in those areas specifically designated for personal storage as approved in writing by the Board).
- c) Vehicles. All vehicles parked or operated within the Condominium shall be subject to the following restrictions:
 - i. Parking spaces shall be assigned to allow for the parking of one vehicle per Unit. Extra parking spaces are for short term or visitor use only. Parking spaces may not be used for storage or any purpose other than the parking of a motor vehicle, except with written permission from the Board. All vehicles shall only be parked in designated spaces and shall not impede ready access to another parking space or the traffic lanes. Double parking is not permitted.
 - ii. All vehicles parked in common parking lots must have current registration plates, county decals, and state inspection notices as required by law. The Board may require all vehicles to be registered annually to ensure that they comply with these Bylaws.

- iii. No inoperable or junk vehicles may be stored within the Units or Common Elements or Limited Common Elements.
 - iv. No house trailers, boats, boating equipment, wreckers, recreation vehicles, all-terrain vehicles, or buses (or any other vehicle that by virtue of its size and shape cannot be classified as a standard passenger vehicle and/or which cannot be legally operated on the streets and highways of the Commonwealth) may be parked within the Units, Common Elements or Limited Common Elements.
- d) Noise Ordinance. All occupants must comply with Arlington County noise ordinance restrictions. Sufficient carpeting, rugs or other floor coverings shall be maintained on a minimum of eighty percent (80%) of the floor surface (excluding kitchens, closets, and bathrooms) in Units located over other Units to reduce sound transmission between Units. All floor coverings installed in Units shall include sufficient padding or underlayment to reduce noise transmission between Units.
- e) Doors, Porches, Walls, and Windows
- i. Doors. The front door and the door moldings of each Unit are considered architectural elements of the Unit. Therefore any replacement front door and/or door moldings must be an exact match to the original materials, including the number and size of the window panes of the front door. The style and color of the front door may not be changed, and the door moldings may not be removed or altered in any way without prior written Board approval.
 - ii. Windows. With the exception of attic dormer windows, the “six over six” style windows must be used for any replacement windows. All other replacement windows require the prior written approval of the Board.
 - iii. Installations. No devices, including but not limited to awnings, window guards, window fans or window air conditioning units, shall be installed on the buildings without prior written Board approval.
 - iv. Window wells. Only clear, flat window well covers shall be installed.
 - v. Signs. No sign, notice or advertisement shall be inscribed, exposed, illuminated or projected at or from any window or other part of the residence without prior written approval by the Board except as required by law. “Sale” or “Rental” signs or notices must be placed within the mulched area of the affected Unit and must be removed promptly after ratification of a sales contract or lease agreement.
 - vi. Antennae, satellite dishes, etc. No antennae, cable, video equipment, satellite dish or other electronic apparatus shall be attached to or hung from the general common element of any residence without prior written approval of the Board. Co-owners may place an antenna or satellite dish, as protected by Federal law, within the boundaries of their patio or other limited common element provided that it is not attached to the structure or fence and does not protrude above the top of the fence. The Board may amend this provision as necessary to comply with Federal law.

- f) Trash. All trash collection and recycling shall be done according to rules adopted by Arlington County, the Council, and the current trash hauler, which shall be updated and distributed to the Co-Owners as determined by the Board.
- g) Council Employees. No Co-owner shall send any employee of the Council on any private business of the Co-owner.
- h) Pets. In no case shall pets be permitted in any common elements unless carried or on a leash. Co-owners with pets shall indemnify the Council and hold it harmless against loss or liability of any kind arising from the presence of a pet. The Board may charge any Co-owners with the costs of any damages to common elements caused by their pets or the pets of their family members, tenants, or guests. Pet waste must be disposed of in accordance with Arlington County ordinances. The Board reserves the right to direct any Co-Owner or resident to remove their pet from the Project after notice and hearing before the Board in cases where a pet or pets create a nuisance or pose a threat to the health and safety of the other residents of the Condominium or their pets.
- i) Patios. Patios are limited common elements, set aside for exclusive use of the Co-owner in accordance with these Bylaws, the Master Deed and the Act. Co-owners must keep the interior patio area clean and free from obstructions and the accumulation of trash. In addition:
 - i. Except for table umbrellas, no structure, canopy, or other item may be higher than the top of the fence.
 - ii. No trees, shrubs, fixtures or other apparatus within a patio area may compromise the exterior of any buildings, including fence components, or other components such as, but not limited to, masonry, gutter, roof assemblies, or wood trim.
 - iii. Generally, no tree or shrub may be taller than 20 feet in height. However, the Board may permit a tree to exceed this height limitation if, in the Board's sole determination, the Co-owner can demonstrate that the tree poses no threat to surrounding structures or property, and the Co-owner signs an indemnification agreement absolving the Association from liability in the event of injury or property damage (but only to the extent such injury or damage is not covered by proceeds of insurance carried by the Council).
 - iv. Patio landscape items must not be allowed to become a nuisance to neighboring Units or the common elements by reason of such landscaping penetrating or damaging foundations, walls, patio surfaces, pipes, sewers or other exterior components. Co-owners may not plant trees or shrubbery that drops fruit into neighboring patios.
 - v. Upon written notice from the Board, a Co-owner must correct, trim, or remove any offending landscape item. The Board may authorize such corrections at the Co-owner's expense or may remove such items and assess the costs thereof to the responsible Co-owner.
 - vi. The Council shall not be liable for any loss or damages which may occur to any structure, addition, improvement or personal property within the patio area associated with required maintenance or repairs by the Council of the buildings or fences.
 - vii. The Council accepts no liability for loss or damage to articles in or on patios or designated storage areas.
 - viii. The Board or its designated agent reserves the right to enter patio areas to make necessary repairs to fences or building structures upon advance notice to the affected Co-owner. However, in the event of an emergency, such right of access shall be immediate.

- j) Use of the grounds and common elements by residents shall be done in such a manner so as not to damage property, landscaping, fences, buildings, or residents' vehicles. The Board reserves the right to hold Co-owners responsible for any and all losses or damages to the common elements or Council property that originate from a particular Unit(s) or that are the result of the action or inaction of any Co-owner or their family members, tenants, guests or invitees.
- k) Complaints regarding the actions of Co-owners, their tenants or guests, or pets shall be made in writing to the Board or the Management Company.
- l) A Co-owner's failure to properly maintain any Unit component under his or her care and responsibility will result in his or her liability for the costs of any damages to adjacent Units or common elements resulting from such failure.

Section 16. Amendments. The restrictions contained in this Article VII, Section 15 may be amended by the Board with at least thirty (30) days notice to the Co-owners of the meeting in which the restrictions contained in this Article VII, Section 15 will be revised by the Board. The notice shall specifically state which restrictions are to be revised. The membership may, by submitting a petition signed by at least twenty five percent (25%) of the Eligible Co-Owners, request that the Board reconsider the proposed revisions. If a valid petition is submitted before the date the Board votes on such revisions, the vote will be suspended until the membership has been given an opportunity to discuss such proposed revisions at a special meeting of the board solely devoted to that purpose. If the membership, at a duly called meeting held for this purpose, repeals as required the amendments in this section, such amendments shall not be enforceable and the original restrictions that govern at the time of such meeting shall remain in effect. The membership meeting shall be held in accordance with the special meeting provisions contained in Article III, Section 2.

ARTICLE VIII

INSURANCE

Section 1. Authority to Purchase: Notice.

- a) Except as otherwise provided herein, all insurance policies relating to the Property shall be purchased by the Board. The Board and the Management Company shall not be liable for failure to obtain any coverages required by this Article, or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are available only at demonstrably unreasonable cost. The Board shall promptly furnish to each Co-owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Council, in compliance with the Condominium Act. The Board has the exclusive right to submit claims to the Council's insurance carrier and may elect not to submit a claim in the event that the estimated loss does not exceed the master policy deductible, as determined by the Board or the Management Company.
- b) Each such policy, to the extent reasonably and commercially available, shall provide that:
 - i. The insurer waives any right to claim by way of subrogation (i.e., the right of the insurer to seek recovery for claims paid by the insurer on behalf of the Council) against the Council, the Board, the Management Company or the Co-owners, and their respective guests, invitees, tenants, agents, and employees and, in the case of the Co-owners and their tenants, the members of their households;

- ii. Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Co-owner (including the members of such Co-owner's household, tenants, and such Co-owner's or tenant's guests, invitees, agents, and employees) or of any member, officer or employee of the Board or the Management Company without a prior demand in writing that the Board or the Management Company cure the defect and neither shall have so cured such defect within sixty (60) days after such demand; and
 - iii. Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board, the Management Company and all registered Mortgagees.
- c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the Commonwealth of Virginia.
- d) The deductible, if any, on any insurance policy purchased by the Board shall be a common expense for any damages arising from a condition that originated solely from the common elements. In all other cases, payment of the deductible on any policy purchased by the Board shall be the responsibility of the Co-owner(s) of the Unit(s) where the damages originated regardless of cause of the damages or whose actions or inactions gave rise to the loss (as determined by the Management Company or Board). If the origin of the loss or fault is not clear in the opinion of the Board, or its designated agent, Management Company, or master insurance adjuster, the Board shall determine which party is responsible for the payment of the deductible and/or whether such deductible should be equitably allocated among the responsible and/or benefited parties. The Board may adopt appeal and other procedures to further assist with the determination of responsibility for deductibles.
- e) The Board shall obtain and maintain a blanket, "all-risk" form policy of insurance with extended coverage insuring the entire Property in such amounts and with such coverages as the Board in its discretion shall determine are necessary to insure the Property and to cover the interests of the Council, the Board, and all Co-owners and their Mortgagees, as their interests may appear in an amount equal to one hundred percent (100%) of the then current replacement cost of the Property (exclusive of the land, excavations, foundations, and other items normally excluded from such coverage), without deduction for depreciation (such amount to be re-determined annually by the Board with the assistance of the insurance company affording such coverage). Such policy shall also provide:
 - i. A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;
 - ii. The following endorsements (or equivalent):
 - (a) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Co-owner or their agents when such act or neglect is not within the control of the insured, or the Co-owners collectively, nor by any failure of the insured, or the Co-owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit owners collectively, have no control);
 - (b) "cost of demolition";
 - (c) "contingent liability from operation of building laws or codes";
 - (d) "increased cost of construction";
 - (e) "condominium replacement cost"; and

- (f) “agreed amount” or elimination of coinsurance clause; and
- iii. A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any registered Mortgagee requesting the same, at least thirty (30) days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Property (exclusive of the Land, excavations, foundations, and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section. All registered Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the common elements in excess of five percent (5%) of the then current replacement cost of the Property.
- f) The Board shall obtain and maintain comprehensive general liability and property damage liability insurance in such limits and with such coverages as the Board may determine, insuring each Director, the managing agent, each Co-owner and the employees of the Council against any liability to the public or to the Co-owners (and their guests, invitees, tenants, agents, and employees) arising out of, or incident to the ownership or use of the common elements. The Board shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of “umbrella” liability insurance in excess of the primary limits may also be obtained in an amount not less than one million dollars (\$1,000,000.00).
- g) The Board shall obtain and maintain:
 - i. A blanket fidelity bond or employee dishonesty insurance policy to insure the Council against losses resulting from theft or dishonesty committed by officers, Directors, volunteers, agents, or persons employed by the association or committed by any common interest community manager. Insurance coverage must meet the minimum requirements set forth in the Condominium Act.
 - ii. Flood insurance in accordance with the applicable regulations or requirements of any governmental or quasi governmental agency, including but not limited to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or Veterans Administration.
 - iii. Workers’ compensation insurance if and to the extent necessary to meet the requirements of law (including an endorsement for voluntary employees and an “all states” endorsement);
 - iv. Directors’ and officers’ liability insurance in an amount not less than one million dollars (\$1,000,000.00); and
 - v. Any other insurance policy that the Board may deem necessary.
- h) Each Co-owner should obtain, at his or her own expense, separate insurance for:
 - i. the Co-owner’s individual Unit, improvements therein, and personal property;
 - ii. losses related to sewage or water system failures; and

- iii. personal liability, which shall include, but is not limited to any Co-Owner's liability for payment of the master policy deductible.

Such policies must be completely separate from the Council's policy and must not require the Council's policy to contribute towards the rectification of any loss. All such policies shall contain waivers of subrogation.

ARTICLE IX

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided herein, if all or any part of any building is damaged or destroyed as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any damaged Units, but not including any betterments and improvements to the Unit, furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Co-owners).

Section 2. Procedure for Reconstruction and Repair.

- a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the building, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including without limitation any damaged Units but not including any betterments and improvements to the Unit, furniture, furnishings, fixtures, or equipment installed by the Co-owner) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.
- b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair (including insufficiencies due to the application of the insurance deductible), or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair will be the responsibility of the party normally responsible for the maintenance and repair of the damaged item (i.e., the Co-owner in the case of Units and limited common elements, and the Council in the case of the general common elements). If the damage was the result of act, neglect, or carelessness of a party, that party may be held responsible.
- c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible. Other action may be taken if approved by at least fifty-one percent (51%) of the registered Mortgagees.
- d) Disbursements of Construction Funds. The Board shall have the exclusive authority to adjust losses and determine how to distribute any and all proceeds collected on account of a casualty. The Board shall have the authority to determine whether reconstruction and repair is feasible and in the best interests of the Association.
- e) When Reconstruction Is Not Required. If the Board elects not to repair insubstantial damage to the common elements, the Board shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium. The balance of any insurance proceeds received on account of such damage shall be distributed or credited, as the Board may decide.
- f) If the Condominium shall be terminated pursuant to the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the

Board among all Co-owners in proportion to their respective common element interests, after first paying out of the share of each Co-owner, to the extent sufficient therefore, the amount of any unpaid liens or delinquent assessments due for the Unit.

ARTICLE X

MORTGAGEES

Section 1. Notice to Board. A Co-owner who mortgages a Unit shall notify the Board of the name and address of the Mortgagee. Upon request, the Co-owner shall file a conformed copy of the note and Mortgage with the Council.

Section 2. Notice of Unpaid Assessments. At the request of a Mortgagee, the Board shall report any unpaid assessments due from the Co-owner of such Unit.

Section 3. Notice of Default, Casualty or Condemnation. The Board when giving notice to any Co-owner default in paying an assessment for common expenses (which remains uncured for sixty (60) days) or any other default, may simultaneously send a copy of such notice to the registered Mortgagee of such Unit. Each registered Mortgagee shall also be promptly notified of all actions taken under Article VIII and of any taking in condemnation or by eminent domain pursuant to the Condominium Act and the actions of the Council with respect thereto.

Section 4. Notice of Amendment of Condominium Instruments. The Board shall give notice to all registered Mortgagees at least 30 days prior to the date on which the Co-owners, in accordance with the provisions of these Bylaws, amend any material provisions of the condominium instruments as defined below.

Section 5. Mortgagees' Approvals. Subject to any greater requirements of Section 55-79.72 of the Condominium Act or Article VIII of these Bylaws:

- a) Two-Thirds Vote. Unless at least sixty-seven percent (67%) of the registered Mortgagees and at least Co-owners of Units holding sixty-seven percent (67%) of the interests in the Council have given their prior written approval, the Council shall not:
 - i. (except following destruction or condemnation) change any Unit's common element interest except as provided in Section 55-79.44 of the Condominium Act;
 - ii. (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of easements pursuant to these Bylaws and the Condominium Act);
 - iii. (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act;
 - iv. modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or
 - v. use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Article VIII of these Bylaws;
 - vi. modify provisions relating to reserves for maintenance, repair, and replacement of the common elements;
 - vii. modify rights to use the common elements;

- viii. modify the boundaries of any unit;
 - ix. modify provisions relating to the leasing of units;
 - x. imposing any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the Condominium; or
 - xi. establish self-management.
- b) Express Benefit. Unless at least fifty-one percent (51%) of the registered Mortgagees and at least Co-owners of Units holding sixty-seven percent (67%) of the interests in the Council have given their prior written approval, the Council shall not amend any provisions of the Declaration, bylaws or equivalent documents which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.
- c) Non-material Amendments. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors or does not alter any of the terms outlined in subsection (a) above.
- d) Presumptive Approval. A registered Mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 6. Other Rights of Mortgagees. All registered Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Council. All such registered Mortgagees shall have the right to examine the condominium instruments, Rules and Regulations and books and records of the Condominium, and to request copies of the annual financial reports and other budgetary information.

ARTICLE XI

COMPLIANCE AND DEFAULT

Section 1. Relief. Each Co-owner shall be governed by, and shall comply with, all of the terms of the governing documents, as any of the same may be amended from time to time.

Section 2. Additional Liability. Each Co-owner shall be liable to the Council or to any affected Co-owner for the expense of all maintenance, repair or replacement rendered necessary by such Co-owner's act or omission or the act or omission of such Co-owner's guests, invitees, tenants, agents or employees, including without limitation any failure of a Co-owner to discharge that Co-owner's responsibility pursuant to the Bylaws. Such liability shall include, but not be limited to, and any increase in casualty insurance rates paid by the Association due to a condition that originated within the Co-owner's Unit (pursuant to Article VII). Any fees, charges, costs, including without limitation legal fees and administrative costs, incurred as a result of a failure of a Co-owner (or any member of such Co-owner's household or such Co-owner's guests, invitees, tenants, agents or employees) to abide by the terms of the governing documents, may be assessed against such Co-owner's Unit and shall become a lien pursuant to Article VII, Section 3 of these Bylaws.

Section 3. Legal Proceedings; Costs and Attorney's Fees.

- a) Failure to comply with any of the terms of the governing documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the Management

Company or, if appropriate, by any aggrieved Co-owner and shall not constitute an election of remedies.

- b) If the Council seeks legal assistance to address a violation of the governing documents by a Co-owner (or any member of such Co-owner's household or such Co-owner's guests, invitees, tenants, agents or employees), the Council is entitled to assess, demand and recover its legal fees, administrative fees and costs incurred by the Council from such Co-owner. The Council may apply payments from delinquent Co-owners to legal fees and costs, interest and other charges before principal amounts owed.

Section 4. No Waiver of Rights. The failure of the Council, the Board, or of a Co-owner to enforce any right, provision, covenant or condition which may be granted by the governing documents shall not constitute a waiver of the right of the Council, the Board or the Co-owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Council, the Board or any Co-owner pursuant to any term, provision, covenant or condition of the governing documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the governing documents or at law or in equity.

Section 5. Interest. In the event of a default by any Co-owner in paying any sum assessed against the Unit which continues for a period in excess of fifteen (15) days, interest from the due date at a rate not to exceed eighteen percent (18%) per annum may be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid.

Section 6. Abating and Enjoining Violations by Co-owners. The violation or breach of any provision of the governing documents shall give the Board the right, in addition to any other rights set forth in the governing documents:

- a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass;
- b) to use self-help to remove or cure any violation of the governing documents on the common elements (including without limitation the towing of vehicles) or in any Unit; or
- c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Any expenses incurred by the Council to correct or abate a violation will be assessed against the responsible Co-owner and will become a lien pursuant to Article VII, Section 3 of these Bylaws. 19

Section 7. Charges. In accordance with Section 55-79.80:2(B) of the Condominium Act, the Board may levy reasonable charges against Co-owners for violations of the governing documents by any Co-owner, the members of such Co-owner's household, or such Co-owner's tenants, guests, invitees, agents or employees. No charges may be levied for a single violation or a continuing violation in an amount more than the maximum amounts permitted by the Condominium Act. If a Co-owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such consistent with Article VII of these Bylaws.

Section 8. Other Remedies. In accordance with the Condominium Act and any duly adopted resolution of the Board, the Board may suspend or revoke a Co-owner's privileges, such as parking privileges (through the towing of vehicles), for a reasonable period (not to exceed the duration of the default or violation) for non-payment of assessments which are more than sixty (60) days past due or for any other violation of the governing documents.

Section 9. Lien for Assessments.

- a) Lien. The total annual assessment of each Co-owner for common expenses or any special assessment, monetary charges, interest, fees, late charges, attorney fees and costs, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Co-owner as provided in the Condominium Act. The lien, with respect to annual assessments, shall be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied on the tenth (10th) day after delivery to the Co-owner of notice of such special assessment or charges levied. The Board or the legal counsel for the Council may execute, file or record such other or further notice of any such lien, or such other or further as may be required to confirm the establishment and priority of such lien.
- b) Acceleration. In any case where an assessment against a Co-owner is payable in installments, should the Co-owner default in the timely payment of any two (2) consecutive installments of the regular assessment or late fee, the maturity of the remaining total of the unpaid installments of the assessments shall be accelerated, and the entire balance of the annual assessment may be declared due and payable in full.
- c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia or any action in the name of the Board or the Management Company, acting on behalf of the Council. The Council shall have the authority to bid at any foreclosure sale conducted by the Council and any Officer or Director of the Council shall have the authority to execute any deed in the name of the Council.

Section 10. Remedies Cumulative. A suit to recover a money judgment for unpaid assessments, fees, charges, costs and legal fees assessed may be maintained without foreclosing or waiving the lien securing the same. A foreclosure may be maintained notwithstanding the pending of any suit to recover a money judgment.

Section 11. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the governing documents, any Co-owner who is consistently delinquent in paying assessments may be required by the Board to execute a confessed judgment promissory note and deed of trust conditioned upon the faithful performance and payment of the installments of the lien established thereby. If any such confessed judgment promissory note and deed of trust has been executed and such declaration of trust is recorded, then any subsequent purchaser of a Unit shall take title subject thereto and shall assume the obligations provided for therein.

Section 12. Subordination and Mortgage Protection. Notwithstanding any other provisions to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any interest on assessments, late charges, attorneys fees and costs) shall be subordinate to, and shall in no way affect the rights of the holder of an institutional first mortgage made in good faith for value received. However, such subordination shall apply only to assessments that have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. The sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE XII

AMENDMENT TO BYLAWS

Section 1. Bylaws. These Bylaws may be amended by the Council upon the approval of Co-owners representing at least two thirds (66.66%) of the total common element interests of all Units in the Project as shown in Exhibit B to the Master Deed. Such amendment shall be effective as of the date of recordation, among the Land Records of Arlington County.

Section 2. Property Maintenance Agreement. The Property Maintenance Agreement recorded at Deed Book 1862, Page 768, *et seq.* in the land records of Arlington County, Virginia, identified as Exhibit C to the Corrected Master Deed, is hereby terminated and deleted from the condominium instruments in its entirety.

ATTACHMENT 1

MAINTENANCE AND REPAIR RESPONSIBILITIES

Maintenance, repairs, replacements and/or renovations must conform to Bylaws Article VII.¹

Component Description	Council Responsibility	Co-owner Responsibility
General Building Components	Hallways, building entrance door, mailboxes ²	Unit entrance door, all hardware and mailbox keys
Attic	Attics not part of an individual Unit ²	Individual Unit attics
Cable, TV, DSL, telephone, etc.	N/A	All in all regards
Caulking, Mortar Tuckpointing	Exterior	Interior
Doors – Unit front & rear	Exterior painting	Interior painting, maintenance, repair and replacement including all locks, hardware and door frame
Doors – Unit storm doors	N/A	All in all regards ³
Dryer ducts/vents	N/A	All in all regards
Electric service & fixtures	Serving common areas, such as carriage lamps, apartment building fixtures	Serving only one Unit (includes exterior & interior plugs and fixtures)
Gutters & all wood trim	All in all regards	
Heating, ventilation & air-conditioning systems	N/A	All in all regards. New installations must meet current county codes, including getting appropriate permits if necessary.
Outdoor common element “open” areas	All in all regard	
Painting	Exterior	Interior
Patio	Fence	Inside the fence (see porch & door overhang) in all regards including repair and replacement of patio, concrete, masonry, grass and improvements.
Pest control	Exterior	Interior
Plumbing drain lines, repairs, replacement, blockages, backups	Exterior ⁴	Interior ⁴
Plumbing fixtures	N/A	All in all regards
Plumbing outside water faucets	N/A	All in all regards
Plumbing sewer backups	Exterior preventive maintenance; initial rug/tile floor drying and sanitizing.	Interior preventive maintenance, remediation and Unit repairs
Plumbing sewer lines ⁴	Routine maintenance, inspection, and replacement of all exterior lines.	Basement floor cleanout accessibility
Plumbing water supply lines ⁴	Exterior	Interior
Porches and door overhangs	All in all regard	N/A
Porch Light Fixtures	N/A	Front and back porch light fixtures ⁵
Roofs and Dormers	All in all regards	N/A

Component Description	Council Responsibility	Co-owner Responsibility
Shutters	All in all regards	N/A
Smoke detectors	Common building hallways	Individual Unit
Trees/Landscaping	If located on the general common element areas (not including patios)	Inside patio
Variance	N/A	All in all regards. Must meet all current county building codes. ⁶
Windows	Door side windows in common buildings ²	All windows serving a Unit
Window wells	All in all regards	
Water Seepage or flooding	N/A	Unit repairs, all in all regards.

¹ This chart provides a general delineation of maintenance and repair responsibilities but the costs associated with fulfilling the above-referenced obligations may vary in the event the damage or need for maintenance arises due to the negligence of a party.

² The Council’s responsibility for the items in this column relate solely to the Type B “Lower” Barcroft and “Upper” Bradford Units (known commonly as the “Apartment” units) as so denoted in the plats attached to the Master Deed.

³ Co-owners shall be responsible for the installation and maintenance of storm doors. Doors sharing a porch shall be of the same color and style.

⁴ Maintenance and repair responsibility for water pipes and sewer lines (“lines”) shall be determined based on whether the line is exterior or interior. Lines exclusively serving an individual Unit, and/or lines located within the Unit (i.e., “interior” lines), belong to the Co-owner of the Unit and are the Co-owner’s responsibility. Damages resulting from leaks and failures of interior lines are the responsibility of the Co-owner of the Unit. The Council is responsible for “exterior” lines. Exterior lines include all lines outside of the buildings, beginning at the point where such lines enter or exit a Unit (i.e., at the underside surface of the slab for sewer lines, and at the outside surface of the exterior walls of the Units for water lines). The Co-owner is responsible for lines from the point at which the exterior lines enter or exit the Unit. In addition, for interior water lines located in the common wall cavity between two Units, the Co-owner is responsible for pipes that extend to the centerline of the interior walls separating such Units. Further, any interior water and/or plumbing line that simultaneously serves more than one Unit shall be the joint responsibility of the Co-owners of such Units.

⁵ Any replacement of or alternation to existing exterior light fixtures made after the recordation of these Bylaws must be substantially similar to the Project’s original light fixtures. Any light fixture changes require the prior written approval of the Board.

⁶ In the event a Co-owner receives a variance from the Board to replace or otherwise modify an items that may otherwise the responsibility of the Council (e.g., rear canopy, front window well) the future maintenance and repair obligation of such item shall be by the Co-owner that obtains the variance. Variances granted prior to the date of these Bylaws shall be governed by the written variance granted.