

BYLAWS
DULLES SOUTHGATE CONDOMINIUM 1

ARTICLE 1
NAME AND LOCATION
SECTION 1

The name of this Association is **UNIT OWNERS ASSOCIATION OF DULLES SOUTHGATE CONDIMINIUM 1** (hereinafter referred to as the "Association"). Its principal office is located at 7825-A Patriot Drive, Annandale, Fairfax County, Virginia, or by the Board of Directors of the Association.

SECTION 2

These Bylaws are established pursuant to Title 55, Chapter 4.2, Code of Virginia, 1950 (the condominium Act or Acts) and for the administration of the Condominium known as **DULLES SOUTHGATE CONMDOMINIUM 1**.

ARTICLE 11
DEFINITIONS
SECTION 1

Declaration. Declaration as used herein means certain Declarations made the 8th day of March, 1985, by **DULLES SOUTHGATE GENERAL PARTNERSHIP**, a Virginia General Partnership, pursuant to the Condominium Act, which Declaration is recorded among the land records of Fairfax County, Virginia, immediately prior hereto and to which these bylaws are appended as Exhibit D.

Section 2

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

ARTICLE 111

MEMBERSHIP

SECTION 1

Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof which owns a unit within the Condominium shall be a member of the Association, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member. Any owner of a unit may act through its duly authorized agent, and any number of such authorized agents may be elected or appointed to any office or position contemplated in the Bylaws.

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 certificate shall state that the association 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 unit to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed.

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 Association and alleged to have been destroyed or

lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, precedent to the issuance thereof, require the registered holder 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 Association a bond in such sum as the Board of Directors may require as an indemnity against any claim that may be made against the association.

SECTION 4

Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an equal amount of such assets.

ARTICLE IV

MEETING OF MEMBERS

SECTION 1

Place of Meetings. The first annual meeting of the members of the Association shall be held within one year of the date of the recording of these Bylaws. Therefore annual meetings shall be held in accordance with the provisions of the Condominium Act during the first week of October of each year, unless otherwise designated by the Board of Directors. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5, of ARTICLE V, of these Bylaws, provided, however, that so long as the period of Declarant control (as defined in Section 1 of ARTICLE V of these Bylaws) continues, said Director may be appointed by the Declarant. The members may also come before them.

SECTION 3

Special Meetings. The President may call a special meeting of the membership when he deems one necessary. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the votes in the Condominium having been presented to the Secretary. 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 unless by consent of members representing four-fifths (4/5), of the votes present, either in person or by proxy.

SECTION 4

Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to the management agent as defined in Section 4, ARTICLE V, hereafter, to each member of record, in accordance with the procedures and provisions of the Act. Attendance by the members at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

SECTION 5

Quorum. The presence, either in person or by proxy, of members representing at least one-third (1/3) of the total votes of the Condominium shall constitute a quorum at all meetings.

SECTION 6

Adjourned meetings. If any meeting of the members cannot be organized because of quorum has not attended, the members who are present, either in person or by proxy, may accept 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.

SECTION 7

Voting. At any meeting of the members, each of the members shall have the right to cast his vote based upon his percentage of ownership in the Common Elements. The vote of the members representing a majority of the total votes of the Condominium, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the act, or of the declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No member 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 Association to be more than thirty (30) days delinquent in any payments due the Association.

SECTION 8

Proxies. A member may appoint any other member or the Declarant or Management agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting.

SECTION 9

Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

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

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

SECTION 1

ARTICLE V

DIRECTORS

SECTION 1

Number and Qualifications. The affairs of the Association shall be governed by an executive organ known as the Board of Directors (hereinafter sometimes referred to as "Board of Directors") composed of 5 natural persons who shall be Unit Owners or spouses of Unit Owners or in the case of Partnership Unit Owners, a member or employee of such partnership in the case of Corporate Unit owners, officers, stockholders, or employees of such corporations, or in the case of Fiduciary Unit Owners, fiduciaries or officers or employees of such fiduciary. Any Director who ceases to be associated in one of the enumerated capacities with the Unit Owner shall be deemed to have resigned as of the date upon which such association terminates. Directors initially or subsequently nominated or appointed by or on behalf of the Declarant shall not be subject to the restrictions set forth above. The Declarant or its designee shall have such time as Units to which three-fourths (3/4) of the undivided interest in the Common Elements appertain have been conveyed. In no event, however will the Declarant be able to appoint directors after the lapse of five years from the recordation of the Bylaws.

SECTION 2

Initial Directors. The names of the Directors who shall act as the initial Directors from the date upon which the Declaration is recorded among the land records of Fairfax County, Virginia, until removal by the Declarant or until their resignation or until such time as their successors are duly chosen and qualified are as follows: DAVID A. DeSANTO, ROBERT S. NAFTAL, L. NATHAN HAWLEY, L. F. JENNINGS and JOHN B. CONNOR.

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 Association and the Condominium and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) Care and upkeep of the Condominium and its Common Elements in a manner consistent with law, and the provisions of these Bylaws and Declarations.

(b) Establishment and the collection of assessments and/or enforcement of liens therefore in a manner consistent with law and the provisions of these Bylaws and Declaration.

(c) Designation, hiring and/or 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 Bylaws and the Declaration.

(d) Promulgation and enforcement of such rules and regulations and such restrictions and/or requirements as may be deemed proper respecting the use, occupancy, and maintenance of the Condominium including, but not limited to designating parking spaces therein for the use by the respective Unit Owners, all of which shall be consistent with law and the provisions of these Bylaws and the Declaration.

(e) Authorization of, in their discretion, refunds from excess residual receipts when and as reflected in the annual report.

SECTION 4

Management Agent. The Board of Directors shall employ for the Association a Management Agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in subsection (a) through (d) of Section 3 of this Article.

The Association shall not fail to employ a professional Management Agent without the prior written approval of all the institutional holders of such first mortgages and insurers of such mortgages.

SECTION 5

Election and term of office. Except for Directors, who shall be initially or subsequently appointed by the Declarant to serve as provided in Section 1 and 2 of this Article V, the term of the Directors named herein shall expire when their successors have been elected at the annual general meeting of members and are duly qualified. At the first annual meeting of the members at which the two Directors receiving the greatest number of votes shall be fixed at three (3) years. The term of office of the two Directors receiving the third and fourth greatest number of votes shall be fixed at two (2) years. The term of office of the Director receiving the fifth greatest number of votes shall be one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 6

Vacancies. Vacancies among the elected 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 elected by the members at the next annual meeting to server out the unexpired portion of the term.

SECTION 7

Removal of Directors. At a regular or special meeting duly called, any Director except those appointed by the Declarant may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created.

Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

SECTION 8

Compensation. No compensation shall be paid Directors for their services as Directors. No remuneration shall be paid to any Director who is also a member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

SECTION 9

Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) 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 legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

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. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least thirty (30) days prior to the day named for such meeting.

SECTION 11

Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) 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 (1/3) of the Directors.

SECTION 12

Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board 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 requested and any business may be transacted at such meetings.

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 a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been 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.

ARTICLE VI

OFFICERS

SECTION 1

Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The office of Secretary and Treasurer may be filled by the same person.

SECTION 2

Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board 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 any special meeting of the Board of Directors called for such purpose.

SECTION 4

President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Association. He shall preside at all meetings of the members and 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 committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

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 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 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 members of the

Association, he shall have custody of the seal of the Association, he 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 the duties incident to the office of Secretary.

SECTION 7

Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

SECTION 1

Liabilities and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding

(including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association whether or not such person is an officer and Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the members of the association for any mistakes of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Condominium (except to the extent that such officers or Directors may also be unit owners) and the Association 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 Association, or former officer or Director of the association, may be entitled.

SECTION 2

Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the Condominium. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Directors or 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, 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 know to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose, or

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

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 officer or director of such other corporation or not so interested.

ARTICLE VIII

MANAGEMENT

SECTION 1

Management and Common Expenses. The Association acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the benefit of the Units and the Association thereof, shall enforce the provisions hereof and shall pay out of common expenses fund herein provided for, the following:

(a) The cost of providing heat, air conditioning, water, sewer, garbage and trash collection, electrical, gas the other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the units, the cost of operating and maintaining any and all television and radio distribution systems, and recreational facilities, all or any of which may be done directly or through an independent contractor.

(b) The cost of fire and extended coverage and liability insurance on the condominium and the cost of such other insurance as the Association may effect.

(c) The cost of the services of one or more persons or firms to manage the Condominium to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors of the association shall consider necessary for the operation of the condominium.

(d) The cost of providing such legal and accounting services as may be considered necessary for the operation of the Condominium.

(e) The cost of painting, maintaining, replacing, repairing and landscape the Common elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same, provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain the interior of any Unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association 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 Common Elements, provided, however, that if any of the aforementioned are provided or paid for and benefit of a particular Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Owner thereof in the manner provided in Section 1 (g) of this Article.

(g) The cost of maintenance or repair of any Unit in the event such maintenance or repair is reasonably necessary in the discursion 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 the units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the board of Directors and not without reasonable written notice to the Unit proposed to be maintained and provided further that the costs thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owners of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Association in all respects as provided in the Act.

(h) Any amount 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 the Common Elements rather than the interest therein of the Owners of any individual unit.

(i) Any amount necessary to pay real estate taxes or other government charges of whatever nature assessed on or against the Common Elements of the Condominium, and all other taxes and assessments levied against the Association or upon any property which it may own or it is otherwise required to pay, if any.

(j) Any amount deemed necessary or desirable by the Board of Directors to be placed in a reserve for replacement of any Common Elements.

SECTION 2

Management Agent. The Association may, by contract in writing, delegate to the Management Agent any of its duties, powers or functions not otherwise specifically assigned to the Management Agent. The Association 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

stead.

SECTION 3

Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the Unit owner of any Unit shall, at his own expense, maintain the interior of his Unit and any and all equipment, appliance, or fixtures therein situate, and its other appurtenances in good order, condition and repair, free and clear of ice and snow, and in such clean and sanitary conditions as may from time to time be necessary to maintain the good appearance of the Unit and shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, outlets and receptacles, lighting fixtures, and/or other equipment that be in or appurtenant to such Unit.

The Association may, from time to time, through its Bylaws, accept the obligation to make certain repairs or perform maintenance services to facilities owned by individual Unit Owners and apportion the cost thereof as a common expense, or in the alternative, may eliminate the repair and maintenance of facilities contained within the Units and require the

Association to perform repair and maintenance at the expense of such Unit Owners. The responsibility for meeting the requirements of government bodies which require maintenance, modification or repair of the Condominium shall be the same and fall upon the same persons as the responsibility for the maintenance and repair of the part of the Condominium concerned.

SECTION 4

Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any Unit at any hour considered to be reasonable under the circumstances.

SECTION 5

Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, including, but not limited to, those enumerated in Article VIII hereof, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from the wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit 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 herein 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 Unit or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

ASSESSMENTS

SECTION 1

Annual Assessments and Common Expenses. Each member shall pay in advance to the association, (except as modified by Article IX C of the Declaration) on such date as is specified by the Association, a quarterly sum (herein elsewhere sometimes referred to as "assessments") equal to one-fourth (1/4) of the member's proportionate share of sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, including but in no way limited to the following (all its annual expenses elsewhere herein referred to as "Common Expenses"):

(a) The cost of all operating expenses of the Condominium and services furnished, including charges by the Association for facilities and services by it and all costs required to be paid by the Association as set forth in the Condominium Act.

(b) The cost of funding all reserves established by the Association in accordance with generally accepted accounting practices, including when appropriate, a general operating reserve and/or a reserve for replacements, and

(c) The estimated cost of repairs, maintenance and replacements of the Condominium to be made by the Association.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of directors of the association shall make reasonable efforts to fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Unit Owner upon reasonable notice to the Board.

Written notice of assessment shall thereupon be sent to the members.

The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next assessment period, shall not be deemed a waiver or modification in any respect of the provisions of the Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed.

SECTION 2

Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or basements, 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 purpose as the Board of Directors may consider appropriate, provided that such assessment shall have the assent of the members representing two-thirds (2/3) of the total votes of the condominium. A meeting of the members shall be duly called for this purpose.

SECTION 3

Reserve for Replacements. The Association may. If it deems necessary and desirable, establish and maintain a reserve fund for replacements in accordance with generally accepted accounting procedures by the allocation and required payment quarterly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with an institution, the accounts of which are insured by an agency of the United States of America (the Board of Directors may authorize the depositing of funds in such an institution in excess of the limits of such insurance if any portion of such funds are insured), or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacements may be extended only for the purpose of effecting the replacement of the Common Elements and equipment of the Condominium and for, operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be changed by appropriate resolution of the Board of Directors. The proportionate interest of any Unit Owner in any reserve for replacement shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

SECTION 4

Non-Payment of Assessment. Any assessment levied pursuant to these Bylaws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Unit or Units belonging to the member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then member, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the Condominium Act. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these Bylaws, or any installments thereof, may be maintained without foreclosing or waiving the lien herein and by the foresaid stature created to secure the same. In the event that any assessment against any Unit remains unpaid when due and owing for a period of more than sixty (60) days, the Board of Directors shall have the right, at its option, to accelerate the assessment for the proportionate share attributed to that Unit of the Common Expenses for the succeeding three (3) quarters, which amount shall be immediately due and owing.

SECTION 5

Remedies for Non-Payment of Assessment. Any assessment levied pursuant to the Declaration or these Bylaws or any installment thereof, which is not paid within ten (10) days after it is due,

shall bear interest at the maximum rate permitted by law, not to exceed eighteen percent (18%) per annum or such lower rate as may be fixed by resolution of the Board of Directors and made applicable to all Unit Owners, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Unit or Units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum in excess of thirty (30) days and in other case which the Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

SECTION 6

Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit in the Continuum shall be subordinate to, and shall in no way affect the rights of any institutional lender which is the holder of an indebtedness secured by a recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon which such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such a sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) shall join in the execution of such amendment.

SECTION 7

Additional Default. Any recorded first mortgage secured on a Unit in the Condominium shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these Bylaws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but the failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such first mortgage (or the indebtedness secured thereby) by reason of Section 6 of this Article shall not be altered, modified or diminished by reason of such failure.

SECTION 8

Definition. As used in these Bylaws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X USE RESTRICTIONS

SECTION 1

Non-Residential Use. All Units shall be used for non-residential purposes exclusively. Nothing in this Section, or elsewhere herein, shall be construed to prohibit the Declarant from the use of any Unit which Declarant owns for construction, promotion, marketing or display purposes or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

SECTION 2

Leasing. Any Unit owner who shall lease a Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the right of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration and these Bylaws and such rules and regulations relating to the use of the Common Elements, or other "house rules" the Board of Directors may from time to time promulgate.

SECTION 3

Prohibition Uses and Nuisances.

(a) No noxious or offensive activities shall be carried on in any Unit or on the Common Elements, nor shall anything be done or be permitted to remain in the Unit which may be or become a nuisance or annoyance to the other Unit Owners. No truck continuously used for trash or garbage pick-up may be kept in a Unit or on the Common Elements. No unit may be used by any person for the purpose of body repair work on motor vehicles. No Unit Owner shall keep and /or maintain in any Unit or on the Common Elements more than one (1) vehicle per Unit owned having an empty weight per vehicle in excess of ten thousand (10,000) pounds.

(b) There shall be no obstructions of any Common Elements. Nothing shall be stored upon any Common Elements (excepting those areas designated for storage of personal property by the Association) without the approval of the Board of Directors. Vehicular parking upon Common Elements may be regulated or assigned by the Board of Directors. The making of repairs to motor vehicles on the Common Elements, including designated parking areas and travel and access lanes, shall not be permitted except as approved by the Board of Directors.

(c) Nothing shall be done or maintained in any Unit or upon any Common Elements which will increase the rate for insurance on any 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 Unit or upon the Common Elements which would be in violation of any law. No waste shall be committed upon the Common elements.

(d) No structural alterations, construction, addition, or removal of any Unit or Common Elements shall be commenced or conducted except in strict accordance with the provisions of the declaration.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon the Common Elements. In no event shall any animal be permitted in any of the public portion of the Condon mum unless carried or on leash. The owner of such animal shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium.

If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the Unit Owner, upon written notice by the Board of Directors, will be required to dispose of the animal.

(f) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, or such signs as are approved by the Board of Directors in writing, no sign of any character which is visible from the outside of a Unit shall be erected, posted or displayed upon, from or about any Unit. No Unit Owner or other resident or tenant of the Condominium shall post any advertisement or posters of any kind on any part of the exterior of the buildings of the condominium or elsewhere on the Condominium, except on a designated area specified by the Board of Directors.

(g) The entrance doorways, steps, and approaches thereto shall be used only for ingress and egress.

(h) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash or garbage containers of any other kind shall be permitted within any Unit or upon the Common Elements except where expressly authorized by the association.

(i) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Common Elements at any time. No clothing, laundry, or rugs shall be hung from or spread upon any window or exterior portion of a Unit or in or upon the Common Elements.

(j) No Unit Owner or other resident shall install any electrical or telephone wire, television antenna, or other antenna, air conditioning unit, or other machine or device on the exterior of any building in the Condominium or in such a fashion that it protrudes through the roof or any window, or any walls of the building.

(k) There shall be no violation of any rules and regulations 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 membership by them in writing, and the Board of Directors is hereby and elsewhere by these Bylaws authorized to adopt such rules.

SECTION 4

Use of Trash Receptacles. Use of receptacles for trash or refuse located on the Common Elements shall be limited solely to disposal of trash generated by, or resulting from the use and occupancy of the Units. No Unit Owner shall cause, or permit to be caused the use of such receptacles for disposal of trash or refuse which is brought onto the Common Elements from sources outside the condominium.

The Unit Owners Association shall, in its discretion, determine the number of trash receptacles and the frequency of collection of trash reasonably necessary to the use of the Condominium. In the event that the amount or volume of trash or refuse disposed of by any Unit Owner requires an increase in the number of receptacles or frequency of collection beyond that determined to be reasonably necessary by the Association, the cost of such additional service shall be specially assessed as a common expense against the Unit Owner whose trash or refuse disposal requires such additional services in accordance with the provisions Virginia Code S55-79.83(b).

ARTICLE XI **ARCHITECTURAL CONTROL** **SECTION 1**

Architectural Control. Except for the original construction of the units situate within the Condominium by the Declarant and any improvements to any Unit or to the Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these Bylaws provided, it shall be prohibited to install, erect, attach, apply, post, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, porches, driveways, walls or to make any changes or otherwise alter (including any alterations in color) in any manner whatsoever to the exterior of any Unit or upon any of the Common Elements within the Condominium until the complete plans and specifications,

showing the location, nature shape, height, material, color, type of construction and/or any other proposed form of 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 harmony of exterior design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association. Nothing contained in this section shall be deemed to empower the board of directors of the Association to authorize any change in conflict with any provision of the Declaration.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, and, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XII
INSURANCE
SECTION 1

Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

- (a) All insurance required by the Declaration, and
- (b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

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 with a company or companies licenced to do business in the Commonwealth of Virginia and holding a rating of "XII" or better, by Best's Insurance Reports and a policy holder's rating of "A" or better.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any Insurance Trust Agreement, or any successor trustee, each of which shall herein be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Association and Unit Owners of all Units and their respective mortgagees as interest may appear. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual Unit Owner, purchased as herein permitted, by such Unit Owner or its mortgagee. And "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) all policies of property insurance shall provide that notwithstanding any provision 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 Association (or any Insurance Trustee) nor shall such options be exercisable when in conflict with the provisions of any Insurance Trust agreement to which the Association may be a party, or any requirement of any statute, the Declaration or these Bylaws.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective Unit Owners, and such Unit Owners' respective agents, employees or tenants, and invalidity arising from acts of the insured. Independent contractors shall not be considered agents, employees or servants of the Board of directors or of the respective Unit Owners within the meaning of said waiver.

(f) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act of neglect of any occupants or Unit Owners of the building when such act of neglect is not within the control of the Unit Owner collectively: or

(ii) By failure of the Unit Owner collectively to comply

With any warranty or condition with regard to any portion of the premises over which the Unit Owners collectively have no control.

SECTION 3

Individual Policies. The Unit owner of any Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Unit Owner's Endorsement" for improvements and betterment to the Unit made or acquired at the expense of the Unit Owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Board of Directors pursuant to this Article or if written by another carrier, shall provide that it shall contain the same waiver of subrogation provision as that set forth in Section 2 (e) of this Article.

ARTICLE XIII

FISCAL MANAGEMENT

SECTION 1

Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin at the date of organization. The commensurate date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

SECTION 2

Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices.

SECTION 3

Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

SECTION 4

Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorney's and to the instructional holder of any first mortgage on any Unit and /or its duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

SECTION 5

Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the association by such Officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XIV **AMENDMENT** **SECTION 1**

Amendment. These Bylaws may be amended by affirmative vote of at least two-thirds (2/3) of all members of the Condominium, at any meeting of the members duly called for such purpose. Any such amendment shall become effective only upon: (1) execution thereof or written ratification thereof by at least said number of the membership, and (2) recordation among the land records of Fairfax County, Virginia, provided, the Association has given thirty (30) days prior written notice to the institutional holders of all first mortgages on the Units in the Condominium. Assessments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total votes of the Condominium. A description of any proposal amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

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SECTION 4

Inspection of Books. The books and accounts of the Association, and vouchers acceding the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorney's and to the instructional holder of any first mortgage on any Unit and/or its duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

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