



**BYLAWS
HUNTER PLACE CONDOMINIUMS**

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HUNTER PLACE CONDOMINIUMS

BYLAWS

ARTICLE I

IDENTIFICATION OF CONDOMINIUM AND DEFINITIONS

1.1 Identification of the Condominium

A. The name of the Condominium is: Hunter Place Condominiums. The Property includes two buildings with the addresses of 2201 and 2215 Hunter Place, S.E., Washington, D.C. 20020.

B. Hunter Place Condominiums (hereinafter called "the Condominium") is being constituted and established under the District of Columbia Condominium Act of 1976 by a Condominium Declaration executed simultaneously herewith. As of the date of the recording of these Bylaws there is no Unit Owner other than the Declarant. These Bylaws of the Condominium (hereinafter called the "Bylaws") are adopted pursuant to the District of Columbia Condominium Act of 1976, as amended, and provide for the self-government of the Condominium and the establishment of a Unit Owners' Association which shall provide governance for the Condominium Units.

1.2 Definitions

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in Sections 1 and 2 of the Condominium Declaration: "Act"; "Board of Directors" or "Executive Board"; "Building"; "Bylaws"; "Common Elements"; "Common Expenses"; "Condominium Instruments"; "Condominium flat"; "Condominium Plans"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgagee"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Par Value"; "Parking Unit"; "Percentage Interest"; "Person"; "Property"; "Real Estate"; "Record"; "Residential Expenses"; "Residential Elements"; "Residential Unit"; "Residential Unit"; "Residential Unit Owners"; "Rules and Regulations"; "Special Declarant Rights".

ARTICLE II
ADMINISTRATION: APPLICABILITY

2.1 Administration

The administration and management of the Condominium and the actions of the Association, the Unit Owners Association, and its Board of Directors and officers shall be governed by these Bylaws.

2.2 Applicability

All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other person or persons who are permitted to use the Condominium shall be subject to these Bylaws and the other condominium Instruments and to the Rules and Regulations of the Association. Acquisition, rental or occupancy of a Unit shall constitute the Unit Owner's, tenant's or occupant's acceptance and ratification of, and the agreement to comply with, these Bylaws and other Condominium Instruments, and any Rules and Regulations now existent or hereafter adopted.

ARTICLE III
UNIT OWNERS ASSOCIATION

3.1 Membership

All Unit Owners in the Condominium, acting as a group in accordance with the Condominium Amendment Act and the Condominium Instruments, constitute the Unit Owners Association (the "Association"). A person shall automatically become a member of the Association at the time that he becomes a Unit Owner and shall remain a member until such time as his ownership of a Unit ceases for any reason, at which time his membership in the Association shall automatically cease. The ownership of an interest in a Unit solely as security for the performance of an obligation does not entitle the owner of such interest to membership in the Association.

3.2 Powers and Responsibilities

Pursuant to Section 45-1841 of the Condominium Amendment Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Condominium Amendment Act to the Unit Owners Association are delegated to the Board of Directors, as more particularly set forth in Article IV of these ByLaws.

3.3 Place of Meetings

Meetings of the Association shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

3.4 Annual Meetings

The first annual meeting of the Association shall be held at a time designated by the Board of Directors (i) within two years from the date that the first Unit is conveyed or (ii) within Ninety (90) days after Units to which 75% of the Percentage Interests appertain have been conveyed by the Declarant, whichever date first occurs, or (iii) on such earlier date as may be established by the Board of Directors. Thereafter, an annual meeting of the Association shall be held on a date to be established by the Board of Directors, which shall be not more than sixty (60) days prior to or thirty (30) days after the end of the fiscal year, except that the second annual meeting of the Association shall be held not less than six (6) months nor more than eighteen (18) months after the date of the first annual meeting. The annual meeting of the Association shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.

3.5 Special Meetings

A special meeting of the Association may be called by the Board of Directors or by the President and must be called by the President at the written request (stating the purposes of the meeting) of 25% or more of the Unit Owners. No business shall be transacted at a special meeting except that which is set forth in the notice of the meeting.

3.6 Notices

The Secretary shall send a notice of the meeting of the Association to each Unit Owner at least twenty-one (21) days in advance of an annual meeting and at least seven (7) days in advance of a special meeting. The notice shall state the time, place and purposes of the meeting. The notice shall be given to each Unit Owner (i) by United States mail at his Unit address or to such other address as he may have designated to the Secretary in writing Or (ii) by hand delivery and by posting it in at least two common areas of the Condominium; provided that if hand delivered the Secretary shall certify that the notice was delivered to the Unit Owner. The mailing or hand delivery of a notice of meeting in the manner provided herein shall constitute service of notice.

3.7 Voting

Each Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit in the Declaration and set forth in Exhibit B to the Declaration. Each Unit Owner is entitled to cast the votes allocated to his Unit. Since a Unit Owner may be

more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to that Unit. But if more than one of such persons is present, the votes allocated to that Unit shall be cast only in accordance with the agreement of a majority of them, and such agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made forthwith by any of the others to the person residing over the meeting. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, and subject to the quorum requirement, decisions or actions of the Association shall be taken by a majority of the votes cast in person or by proxy. If the Declarant owns or holds title to any Unit, the Declarant shall have the right to cast votes assigned to that Unit.

3.8 Proxies

The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner. Revocation of a proxy is not binding on the Association unless actual notice of the revocation is received by the officer presiding over the meeting. A proxy is not valid unless it is dated and signed by the Unit Owner, and witnessed by a person having authority to execute deeds on behalf of the Unit Owner, and witnessed by a person who shall sign his or her name and address. A proxy purporting to be revocable without notice shall be void. A proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy, except as otherwise specifically provided in the form of proxy.

3.9 Quorum

The presence in person or by proxy of the Unit Owners entitled to cast at least thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the votes in the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if persons entitled to cast at least 33 $\frac{1}{3}$ % of the votes are present in person or by proxy at the beginning of such meetings. If a meeting cannot be organized because a quorum is not present, the Unit Owners present may recess the meeting from time to time until a quorum is present, whereupon any business may be transacted that may have been transacted at the meeting as originally called. No further notice thereof shall be required.

3.10 Order of Business

The order of business at a meeting of the Association shall be as follows: (i) proof of notice of meeting; (ii) determination of the presence of a quorum; (iii) election of inspectors of election, if applicable; (iv) election of directors, if applicable; (v) reports of the Board of Directors, officers and committees; (vi) unfinished business; and (vii) new business. Items (vi) and (vii) shall be omitted from the order of business a special meeting held for the sole purpose of electing a director.

3.11 Conduct of Meeting

The President shall preside at meetings of the Association and the Secretary shall keep the minutes of meetings. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Condominium Act or the Condominium Instruments.

ARTICLE IV **BOARD OF DIRECTORS**

4.1 Powers and Duties

The Board of Directors is the executive and administrative entity designated to act for the Association in governing the Condominium. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may delegate to a director or officer, subject to the continuing control of the Board of Directors, any matters relating to the duties of the Managing Agent. In addition to other powers and duties granted or imposed by these Bylaws or by resolution of the Association, the Board of Directors shall have the power and duty to:

- A. Prepare and adopt an annual budget for the Condominium.
- B. Make and collect assessments (including special assessments) against the Unit Owners to defray the Common Expenses, establish the method of collecting such assessments from the Unit Owners, and establish the period of the installment payments of assessments.
- C. Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and for services to the Condominium.
- D. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacements of the Common Elements, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be the property of the Association.
- E. Make and amend Rules and Regulations respecting the use of the Condominium.

- F. Establish bank accounts for the Association.

- G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.

- H. Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and institute, maintain and defend proceedings and actions brought on behalf of or against the Association, or 2 or more unit owners on any matters that affect the Condominium.

- I. Purchase and maintain insurance required by Article 10 of these Bylaws.

- J. Pay the cost of services rendered to the Condominium for which the Association, as distinct from individual Unit Owners, is liable.

- K. Keep the books of the Association with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records shall be available for examination by the Unit Owners, their duly authorized agents or accountants or attorneys, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be subjected to an independent financial review at least annually, and also may be subjected to an independent audit upon the request of Unit Owners to which at least 33 1/3% of the votes in the Unit Owners Association appertain. The cost of such audit shall be a Common Expense.

- L. Purchase Units on behalf of the Association at foreclosure or other judicial sale, if the Board of Directors determines that such purchase is in the best interest of the Association, and otherwise hold, acquire, encumber or convey in the name of the Unit Owner Association, any right, title or interest to real or personal property.

- M. Enforce obligations of Unit Owners, allocate common profits and Common Expenses, and take such other actions as may be necessary or proper for the sound management of the Condominium. The Board of Directors shall have the power to levy fines against Unit Owners for violations of the Rules and Regulations, and/or for late payment of assessments. No fine may be levied for more than

Twenty-Five Dollars (\$25.00) for any one violation; but for each day that a violation continues, after notice, it shall be considered a separate violation. Collection of fines may be enforced against a Owner as if the fines were an assessment for Common Expenses owed by the Unit Owner. If a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules and Regulations.

- N. Lease, grant licenses, easements, rights-of-way and other rights of use in all or part of the Common Elements of the Condominium.
- O. Establish from time to time a minimum term for which a Unit may be leased by a Unit Owner.
- P. Do such things and acts (not inconsistent with the Condominium Amendment Act and with the Condominium Instruments) which may be authorized by the Association, including the exercise of any power set forth in Section 45-1848 of the Act, the foregoing delineation of powers not being intended in any manner to limit the powers set forth in such Section.

4.2 Number and Appointment of Directors Prior to the First Annual Meeting of the Association.

The number of directors which constitutes the initial bar of Directors is two (2). The initial Board of Directors shall be appointed by the Declarant and shall serve: (i) until the election of directors at the first annual meeting of the Association; or (ii) until replaced by the Declarant. The Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right, in its sole discretion, to replace such directors and to designate their successors if vacancies occur for any reason. At the time that Units to which twenty-five percent (25%) of the Percentage Interests appertain have been conveyed, the Declarant shall cause the resignation of 1 of the 2 directors appointed by the Declarant and a special meeting of the Association shall be held at which Unit Owners other than the Declarant shall elect a director to fill such vacancy, to serve until the date of the first annual meeting of the Association. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the Association, the Declarant shall have the right to appoint a majority of the Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director appointed by the Declarant or by the Association, except a director elected by the Unit owners other than the Declarant pursuant to Section 4.2.

4.3 Number and Election of Directors from and after the First Annual Meeting of the Association.

From and after the first annual meeting of the Association, the number of directors which constitutes the entire Board of Directors shall remain two (2). Each Unit Owner shall cast his vote for one of the candidates standing for election. The candidates receiving the highest number of votes up to the number of directors to be elected are elected. A director must be a Unit Owner, the spouse of a Unit Owner, or a resident of the Condominium. Subject to the provisions of Section 4.2, directors shall be elected for a one year term at the annual meeting of the Association. A person shall cease to be a director at such time as he ceases to be a Unit Owner or a resident of the Condominium as the case may be. A director shall hold office until his successor is elected and qualified.

4.4 Annual Meetings

An annual organizational meeting of The Board of Directors should be held within ten (10) days after each annual meeting of the Association. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

4.5 Regular Meetings

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least two meetings shall be held in each fiscal year.

4.6 Special Meetings

Special meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary on the written request of at least one director.

4.7 Notice and Waiver of Notice

Notice of regular or special meetings of the Board of Directors shall be given to each director, by mail or hand delivery, at least 72 hours prior to the time of the meeting, and shall state the time and place of the meeting. Notice of a special meeting shall state the purposes of the meeting. Placing the notice under or on the entrance door of the director Unit constitutes hand delivery of the notice. The mailing or hand delivery of a notice of meeting in the manner provided herein shall constitute service of notice. Notice of a meeting of the Board of Directors may be waived in writing by a director either before or after the meeting. Attendance at a meeting constitutes waiver of notice of that meeting, unless the director states at the commencement of the meeting that the notice of the meeting not given in accordance with the Bylaws or is otherwise defective. If all of the members are present at

any meeting of Board of Directors, no notice shall be required and any business may be transacted at such meeting.

4.8 Quorum

A majority of the entire Board of Directors shall constitute a quorum for a meeting of the Board of Directors. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may recess the meeting to a designated time and place. A recessed meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

4.9 Conduct of Meeting

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings.

4.10 Action by Directors without a Meeting

Any action required or permitted to be taken by the Board of Directors at any meeting may be taken without a meeting if all of the members of the Board of Directors 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.

4.11 Vacancies

Except as provided in Sections 4.2, a vacancy on the Board of Directors caused by any reason, other than removal caused by any reason, other than removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Association and until his successor is elected. A vacancy occurring on the Board of Directors by reason of an increase in the number of directors constituting the entire Board of Directors or by reason of the removal of a director by a vote of the Association shall be filled by the Association at an annual meeting or at a special meeting called for that purpose.

4.12 Removal of Directors

Except as provided in Section 4.2 and 4.3, a Director may be removed only for cause. Any director whose removal has been proposed shall be given at least ten (10) days notice

of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

4.13 Compensation

A Director shall not receive compensation from the Condominium for serving on the Board of Directors, but a director may be reimbursed for reasonable out-of-pocket expenses incurred by him in the proper performance of his duties.

4.14 Annual Report of the Board of Directors

The Board of Directors shall present at each annual meeting of the Association, and when called for by vote of the Association at any special meeting of the Association, a complete statement of the operative and financial condition of the Condominium.

4.15 Fidelity Bonds

The Board of Directors shall obtain and maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Unit Owners' Association, and for anyone else who either handles, or is responsible for, funds held or administered by either the Board or the Unit Owners' Association, including the Managing Agent. All bonds should name the Association as the obligee. The Managing Agent should be covered by its own fidelity bond, which must provide the same coverage required of the Unit Owners' Association. The Unit Owners' Association should be named as an additional obligee of the Managing Agent's bond. The fidelity bond coverage should cover the greater of: (i) a sum equal to three months' aggregate assessments of all Units plus reserve funds; or (ii) the maximum funds, including reserve funds, that will be in the custody of the Unit Owners' Association or its Managing Agent at any time while the bond is in force. The fidelity coverage should contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employees" of similar expression. All bonds must include a provision that calls for ten (10) days written notice to the Unit Owners' Association or the Insurance Trustee before the bond can be canceled or substantially modified for any reason. The same notice must also be given to each servicer that services a FHLMC, VA, FHA or FNMA-owned mortgage in the Condominium.

4.16 Liability of the Board of Directors

The directors and officers shall not be liable to the Association or to the Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the directors and officers from and against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association or the Unit Owners unless such contract

was made in bad faith or contrary to the provisions of the Condominium Instruments. The directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association against expenses (including reasonable attorneys fee), judgments, fines and amounts paid in settlement incurred by him in conjunction with such action, suit or proceedings if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association.

4.17 Common or Interested Directors

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and consistent with the purposes set forth in these Bylaws. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm entity or association in which one or more of the directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, 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 and 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 known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose, or
- (c) the contract or transaction is commercially reasonable to the 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 at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction. Such directors may vote thereat to authorize any contract or transaction with like force and effect as if they were not common or interested directors or officers of such other corporation or were not so interested.

4.18 Board of Directors as Attorney-In-Fact

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill all of its powers thereunder and to deal with the Building upon its destruction and the proceeds of any insurance indemnity as hereafter provided. This power shall include, but shall not be limited to, the power to grant easements and licenses from time to time affecting the Common Elements with respect to sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits, or such other purposes related to the provision of public utilities or as may be considered necessary or appropriate by the Board of Directors for the preservation of the health, safety, convenience, or welfare of the Unit Owners, or any of them. The foregoing shall be deemed to be a power coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as such attorney-in-fact. This power shall be in addition to any authority to grant easements or licenses given to the Board of Directors by the Act, the Declaration, or these Bylaws.

4.19 Deadlock between the Two Directors

Where there is a deadlock between the two (2) on any issue in this chapter, a decision on that issue will be carried by a vote of seventy-five percent (75%) or more of the members of the Association.

ARTICLE V **OFFICERS**

5.1 Principal and other Officers

The principal officers of the Association are a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President, no officer need be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President shall not hold any other office. An officer must be a Unit Owner, the spouse of a Unit Owner, or a resident of the Condominium, except officers appointed prior to the first annual meeting of the Association.

5.2 Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at its annual organizational meeting and shall hold office at the pleasure of the Board of Directors.

5.3 Removal of Officers; Vacancies

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. A successor may be elected at any regular meeting of the Board of Directors or at a special meeting called for that purpose.

5.4 President

The President is the Chief Executive Officer of the Association; he shall preside at meetings of the Association and the Board of Directors, and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Association, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President must be a member of the Board of Directors.

5.5 Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

5.6 Secretary

The Secretary shall attend all meetings of the Board of Directors and the Association, and shall record the voting and the minutes of all proceedings in a book to be kept by him for that purpose. He shall give notice of meetings of the Association and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium a record of the name of each Unit Owner and his last known post office address. This record of Unit Owners shall be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the proceedings of the Association and the Board of Directors. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

5.7 Treasurer

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall

deposit all funds in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Association. An Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

5.8 Managing Agent

The Board of Directors may employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize. Any agreement with the Managing Agent shall be in writing and shall provide that it may be terminated, with or without cause, at the end of any calendar month upon thirty (30) days prior written notice. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without thirty (30) days prior written notice to the First Mortgagees.

5.9. Compensation of Officers

No officer shall receive any compensation from the Association for acting as such unless such compensation is approved by a vote of Unit Owners entitled to cast at least seventy-five percent (75%) of the votes in the Association. An officer shall be reimbursed for reasonable out-of-pocket expenses incurred by him in the performance of his duties.

5.10 Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over Two Thousand Dollars (\$2,000) shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of Two Thousand Dollars (\$2,000) or less may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

ARTICLE VI
OPERATION OF THE CONDOMINIUM

6.1 **Determination of Common Expenses and Assessments Against Unit Owners**

A. **Fiscal Year**. The fiscal year of the Condominium shall be established by the Board of Directors.

B. **Annual Budget**. On or before a date which is not less than fifteen (15) days prior to the end of each fiscal year, the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses to be assessed against each Unit. Common Expenses shall include the amounts necessary to create and maintain reasonable reserves authorized by the Board of Directors, including the reserves authorized by Section 6.1(D). Any reserve may be carried forward to succeeding fiscal years. If funds received by the Association from condominium assessments exceed the Common Expenses for any fiscal year, then the Board of Directors, in its discretion, may: (1) apply such surplus funds to the payment of Common Expenses in succeeding fiscal years; or (2) credit such surplus funds against condominium assessments levied in succeeding fiscal years in proportion to the respective Par Values of the Units; or (3) distribute such surplus funds to the then current Unit Owners in proportion to the respective Par Values of the Units. The Board of Directors shall send to each Unit Owner at least ten (10) days prior to the commencement of each fiscal year a copy of the Annual Budget for the fiscal year.

C. **Assessments for Common Expenses**. Subject to the provisions of Section 6.1(F), the total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against the Units in proportion to the respective Par Value of the Units. The Board of Directors has the discretionary power to determine at any time (either before or after an assessment has been made) that any assessment against the Units can be paid in installments and that a default by a Unit Owner in the payment of any installment of an assessment will accelerate the time for payment of all remaining installments by the defaulting Unit Owner. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit for its proportionate share of the Common Expenses shall be payable in twelve (12), equal, monthly installments, and each installment shall be payable in advance on the first day of the month.

D. **Reserve Fund for Capital Improvements, Replacements and Major Repairs**. The Board of Directors shall establish and maintain a reasonable reserve for capital improvements

replacement and major repairs by providing for a reserve in the Annual Budget, segregating such reserve on the books of the Condominium, and allocating and paying monthly to such reserve one-twelfth (1/12) of the total amount budgeted for such reserve for the current fiscal year. The portion of the Units assessments paid into such reserve shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve may be expended for the purposes of capital improvements, replacements and major repairs. If for any reason, including non payment of any Unit's assessments, such reserve is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may at any time levy an additional assessment against the Units in proportion to the respective Par Value of the Units, payable into such reserve in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice to the Unit Owners of any such further assessment by a statement in writing giving the amount and reasons therefore, and such additional assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than 10 days after the delivery or mailing of such notice of additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

E. Special Assessments. In addition to any other assessment authorized by these Bylaws, the Board of Directors may levy a special assessment for the purposes of defraying the cost of any unexpected repair or other non-recurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such a special assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was assessed. A special assessment authorized by this Section shall be assessed in the manner provided in Section 6.1(D) for assessments payable to the reserve for capital improvements, replacements and major repairs.

F. Initial Operating Period. The phrase "Initial Operating Period," as used in these Bylaws, means the period of time commencing on the date that the Condominium is created and ending on the earliest to occur of (i) ninety (90) days following the date that Condominium Units to which seventy-five percent (75%) of the Percentage Interests appertain have been conveyed by the Declarant; (ii) one (1) year following the date that the first Unit is conveyed to a purchaser; or (iii) such earlier date as the Declarant in its sole discretion may determine. During the Initial Operating Period: (i) the Board of Directors shall not levy an assessment against any Unit, (ii) the Declarant shall pay the costs of operating the condominium, and (iii) each Unit Owner and his successors in interest, other than the Declarant, shall pay the Declarant, as agent of the Board of Directors, a fee in an amount equal to a percentage of the assessment otherwise due from the Unit Owner to the Association, which percentage shall be set forth in the Purchase Agreement with the Unit Owner (the "Initial Operating Fee"). The Declarant will deliver the Initial Working Capital Contribution to the Board of Directors to provide the necessary operating expense funds and

working capital for the Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine. The Declarant may not use such funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits during the Initial Operating Period, but the Declarant may reimburse itself for funds it may have paid the Association for an unsold Unit's share of the working capital fund from the Initial working Capital Contribution it receives upon closing on the sale of such Unit to a purchaser. In addition to the foregoing Initial Working Capital Contribution and Initial Operating Fee, the Board of Directors will levy against the initial purchaser of a Unit, at the time he or she settles on the acquisition of his or her Unit, part of one (1) monthly assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs. The Declarant shall not be obligated to fund or otherwise contribute to any capital or other reserve for the condominium during the Initial Operating Period.

G. Effect of Failure to Prepare or Adopt Annual Budget. The failure or delay of the Board of Directors to adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses and the Residential Expenses, as applicable, as herein provided, wherever the same shall be determined, and in the absence of a annual budget or adjusted annual budget, each Unit Owner shall continue to pay a monthly assessment at the rate established for the preceding fiscal year until a monthly assessment is adopted under such new annual budget or adjusted annual budget and notice thereof has been sent to the Unit Owner.

6.2 Payment of Common Expenses

All Unit Owners shall be obligated to pay the assessment for the Common Expenses adopted by the Board of Directors pursuant to Section 6.1. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses, as applicable, by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of Common Expenses, as applicable, assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of Common Expenses, as applicable, up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Directors or the Managing Agent or the Manager, setting forth the amount of the unpaid assessments against the selling Unit Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other

purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses, as applicable assessed prior to the acquisition of title to such Unit by such purchaser pursuant to a foreclosure sale, conveyance or assignment. Such unpaid share of Common Expenses, as applicable, assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners, as applicable, including the purchaser, in proportion to the Percentage Interest of their respective Units. No amendment to this Section shall affect the rights of any First Mortgagee holding a mortgage recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

6.3 Collection of Assessments

The Board of Directors shall take prompt action to collect any assessments for Common Expenses not later than thirty (30) days after the due date for the payment thereof.

6.4 Information to be Furnished in the Event of Resale by a Unit Owner

A. The Board of Directors or a duly designated agent or the Managing Agent, upon written request of any Unit Owner, shall furnish to such Unit Owner, on or prior to the tenth (10th) business day following date of execution of a contract of sale for that Unit by a purchaser, a copy of the Condominium Instruments and a certificate as prescribed by Section 4.1 of the Act, setting forth the following:

1. Statement regarding any unpaid assessments;
2. Statement concerning any rights of first refusal or other restraints on free alienability;
3. Statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;
4. Statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Board of Directors;

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

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

6.5 Maintenance and Repair

A. By the Association. The Association, acting through the Board of Directors, shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit Owners, as applicable, as a Common Expense:

1. The General Common Elements, whether located inside or outside of the Units.

2. All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors, ceilings, entrance doors and windows of a Unit.
3. Incidental damage caused to a Unit by such work done by the Association.
4. Repair and replacement (but not the maintenance) of the balconies and terraces (including fences and railings or other perimeter enclosures for the balconies and terraces) which are Limited Common Elements.

The Association shall also be responsible for: (i) the maintenance, repair, repaving and replacement of the parking spaces, the cost of which shall be assessed by the Board of Directors against the Unit(s) for which the cost was incurred, and (ii) the maintenance, repair, and replacement of the storage spaces created in the storage area of the Condominium, which storage spaces, if created, may be assigned as Limited Common Elements for particular Units, the cost of which shall be assessed by the Board of Directors against the Unit(s) for which the cost was incurred. In addition, in the event the Board of Directors, the Managing Agent or any other person authorized by the Board of Directors corrects, or causes to be corrected, any conditions existing with respect to any portions of any Unit pursuant to Section 6.9 hereof, the cost of such corrections shall be charged to the Unit Owner of the Unit in which such corrections were made.

All such assessments shall be assessed in the manner set forth in paragraph D of Section 6.1 of this Article with respect to additional assessments payable to the reserve fund for capital improvements, replacements and major repairs. All such assessments shall constitute liens in favor of the Association and shall be enforceable in the manner provided for the enforcement of liens for assessments in favor of the Association under the Act.

This Section 6.5(A) shall not relieve a Unit Owner of liability for damage to the Common Elements caused by the Unit Owner's negligence or intentional torts.

B. By the Unit Owner. Except for the portions of his Unit required to be maintained, repaired or replaced by the Association, each Unit Owner's responsibility shall include, but not be limited to, the maintenance, repair and replacement, at his own expense, of the following; all drywall walls; all finishing materials affixed to the joists above the ceiling in the Unit; tile, carpeting, other floor coverings, hardwood floor, and subflooring, if any, above the concrete slab upon which the flooring rests; door locks and hardware; entrance doors;

windows; lighting fixtures; kitchen and bathroom fixtures, appliances and equipment; pipes for water and sewer which are located within the boundaries of the Unit and serving only that Unit; the heat pump, air conditioning refrigerant lines, air handling Unit, compressor, cooling coil and thermostat serving the Unit; that portion of a fireplace, if any, located within or outside of the boundaries of a Unit, including the firebox and damper; washer and dryer and hot water heater, if any; security alarm system, if any; intercom system; and all related equipment, including, but not limited to, wires, conduits, panels and boxes serving that Unit. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. The Unit Owner shall also be responsible for the maintenance (but not the repair or replacement) of any balcony, terrace, and fence or railing or other perimeter enclosure for such balcony or terrace, appurtenant to such Unit Owner's Unit which is a Limited Common Element assigned to his Unit, at his own expense. Further, each Unit Owner shall be responsible for all damage to any and all other Units, or to the Common Elements resulting from his failure to make any of the repairs to be made by him by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors, the Managing Agent or Manager any defects or need for repairs for which the Board of Directors is responsible.

C. Manner of Repair and Replacement. All repairs and replacements shall be of substantial quality and as nearly as practicable similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment.

6.6 Additions, Alterations or Improvements by the Association

Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the Unit Owners of Units to be impacted by such additions, alterations or improvements to which a majority of the votes in the Association appertain, the Board of Directors shall proceed with such additions, alterations or improvements and shall levy assessments therefore as a Common Expense as applicable. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the

Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6.7 Structural Additions, Alterations or Improvements by Unit Owners

No Unit Owner shall make any structural addition, structural alteration or structural improvements in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of any Building, including the doors and windows or the exterior of the Unit's entrance doors without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 6.7 shall not apply to Units owned by the Declarant until such Units have been initially sold by the Declarant and paid for.

6.8 Restrictions on Use of Units and Condominium

A. The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time the same become effective.

B. The use of the Condominium is subject to the following restrictions:

1. Residential Use of Residential Units. All Residential Units shall be used for private residential purposes exclusively, except that a Unit Owner or its tenant 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 Condominium, (including, but not limited to, the requirement that a Home Occupation Permit

shall be obtained prior to commencement of such ancillary business activities); (iii) the business activity does not involve unreasonable visitation of the Unit by clients, customers, employees, suppliers or other business invitees; (iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Units in the Condominium without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services); (v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) the business activity is consistent with the By-Laws of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the sole discretion of the Board of Directors; and (vii) the business activity does not result in a materially greater use of the Common Elements or the Association services. The term "business" as used in this provision, shall be construed to have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required therefor. Notwithstanding the foregoing, in no event shall a Unit be used for (or by) any of the following uses (or users) whether or not such uses (or users) are otherwise permitted by applicable zoning or other regulations: (i) an office of a physician, dentist or similar health care practitioner; (ii) a child or elderly care facility, child or elderly development home or similar facility; (iii) persons who room or board in a Unit or persons commonly referred to as "roomers" or "boarders"; (iv) a Community Based Residential Facility (as such term is defined in the Zoning Regulations of the District of Columbia); (v) a place of worship; or (vi) any sales event customarily referred to as a "yard sale", "garage sale" or "home sales event" or any similar event. The issuance of a Home Occupation Permit shall not be deemed to forgive, suspend or waive any requirements set forth in this Section that might be more restrictive than the requirements applicable to the issuance of a Home Occupation Permit. Nothing in this Section, or elsewhere herein, shall be construed to prohibit the Declarant and its duly authorized agents, representatives and employees from the use of any Unit or Units which the Declarant owns for promotional or display purposes, as "model Units," a sales or rental office or the like, except that the Declarant shall nevertheless be bound by the provisions of this Article. The use of any Unit or Units which the Declarant owns for promotional or display purposes as "model Units", a sales office, or the like shall not be subject to any limitations whatsoever.

2. **Parking Space.** A Parking Space shall not be owned or leased by any party who is not also a Unit Owner of the Condominium. Passenger automobiles only shall be parked in the parking spaces designated therefor. No trailer, truck, boat, camper, house trailer or similar types of vehicles shall be parked or stored on the Property. No inoperable, unlicensed or abandoned motor vehicle of any type shall be parked or stored upon the Property, and no portion of the Property shall be used for the maintenance, repair, overhaul, painting or work of a similar nature of any motor vehicle, including, but not limited to, oil changes. Any such vehicle may be towed from the Condominium at the offending Unit Owner's risk and expense.

3. **Leasing.** No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit within the Buildings shall be rented for transient or hotel purposes or for purposes other than as permitted by applicable zoning regulations, ordinances and orders governing the Condominium. Any owner of any Unit who shall lease such Unit, shall promptly, following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the condominium Act, the Declaration, these Bylaws, the Rules and Regulations and to such other reasonable Rules and Regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors may from time to time promulgate, and all leases shall further provide that any failure by the tenant to comply strictly with the provisions of such documents shall be a default under the lease. The provisions and limitations of this Section shall not apply to any institutional First Mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. In the event that a tenant of any Unit Owner shall breach his or her lease by failing to comply with any of the terms of the Declaration, these Bylaws and the Rules of Regulations, or other reasonable Rules and Regulations as the Board of Directors may promulgate, the Board of Directors may require the Unit Owner to secure eviction of his or her tenant.

4. **Prohibited Uses and Nuisances.** Except for the activities of the Declarant and its duly authorized agents, representatives and employees in connection with the construction or renovation of the Condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, replacement, repair, reconstruction or warranty administration of any portion of the Condominium by the Declarant or the Unit Owners Association, or

except as may be permitted in writing by the Board of Directors of the Unit Owners Association:

- a. No noxious or offensive business, trade or activity shall be carried on within any Building or within any Unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners. No nuisances shall be permitted within the Condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners or which interferes with the peaceful use and possession thereof by the Unit Owners.
- b. There shall be no obstruction of any of the Common Elements and nothing shall be stored upon any of the General Common Elements.
- c. Nothing shall be done or maintained in any Unit or upon the Common Elements which would be in violation of any law. No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon. No waste shall be committed upon any of the Common Elements.
- d. No structural alteration, construction, addition or removal of any of the Common Elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws.
- e. The maintenance, keeping, breeding, boarding or raising of animals, reptiles, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any of the Common Elements, except that this shall not prohibit the keeping of orderly domestic pets (e.g., dog, cat, caged bird), such pets not to exceed two (2) per Unit without the approval of the Board of Directors), provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the General Common Elements of the condominium unless accompanied by a responsible person and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each of the Unit Owners and the Declarant and Managing Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered,

inoculated and tagged as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the Unit Owners affected, shall have the exclusive authority to declare any pet a nuisance.

- f. Except for such signs as may be posted by the Declarant or the Unit Owners Association for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or the Common Elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to any institutional First Mortgagee which comes into possession of any Unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.
- g. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash of any other kind shall be permitted within any Unit or upon any of the Common Elements. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.
- h. No structure of a temporary character shall be maintained upon any Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon any of the Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit which may be visible from the exterior of the Unit or upon any of the Common Elements or from or upon any deck, terrace, balcony or patio.
- i. Except as specifically permitted by applicable federal governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes non in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable Rules and Regulations regarding the location and screening of any such satellite dish, subject to applicable governmental regulations. Antennas situated entirely within a Unit, and not visible from the exterior, are permitted.

- j. No unlawful or improper use shall be made of any Unit or any portion of the Common Elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.
 - k. No Unit Owner shall engage or direct any employee of the Unit Owners Association or the Managing Agent on any private business of the Unit Owner during the hours such employee is employed by the Unit Owners Association or the Managing Agent nor shall any Unit Owner direct, supervise or in any manner attempt to assert control over any such employee.
 - l. There shall be no violation of any rules for the use of the Common Elements, or other "house rules" which may from time to time be adopted by the Board of Directors or the Unit Owners' Association, as applicable, and promulgated among the Unit Owners in writing; and the Board of Directors and the Unit Owners' Association are hereby and elsewhere in these Bylaws authorized to adopt and promulgate such rules.
 - m. At least eighty percent (80%) of the floor area of each Unit, excluding kitchens and bathrooms, shall be covered by either carpeting or area rugs, in order to protect the owners of adjacent Units (including those above and below) from undue noise.
5. Noise. It is the nature of multifamily properties (of which this Condominium is a part) that Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is, therefore, mandatory for the mutual interest and protection of all Unit Owners, lessees and other occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is also recognized that sound insulation from an adjacent occupancy in a manner comparable to a detached single-family residence is impossible to attain and Unit Owners, lessees and other occupants hereby acknowledge and accept that limitation. Unit Owners acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation.

6.9 Right of Access

Each Unit Owner grants a right of access to his Unit to the Board of Directors, the Managing Agent and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

6.10 Limitation of Liability

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Condominium 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 Expenses, as applicable, and assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

ARTICLE VII

INSURANCE, DESTRUCTION, RESTORATION, CONDEMNATION AND DISTRIBUTION

7.1 Authority

Commencing not later than the time of the first conveyance of a Unit, the Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section 7.2 hereof. The insurance premiums paid by the Board shall be charged as items of Common Expense, and apportioned, as appropriate between the Unit Owners. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all first Mortgagees of the Units, if requested.

Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and his mortgagee according to his Percentage Interest.

7.2 Coverage

The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurable replacement value (i.e., 100% of replacement costs based upon the value off replacing the Building and all improvements of the Condominium utilizing contemporary building materials and technology) thereof (exclusive of excavations and foundations) as determined annually by the Board of Directors with assistance of the insurance company affording such coverage. The policy shall cover all the improvements of the Condominium except those made by a Unit Owner at his expense and shall contain a "condominium replacement cost" endorsement. Such coverage shall afford protection against:

- A. Loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and
- B. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the Directors in their sound discretion may deem advisable.

Such coverage shall insure the Building (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), and other Condominium property including all personal property included in the Common Elements. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board, which, however, in no event shall be less than One Million Dollars (\$1,000,000) with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board of Directors, the Unit Owners' Association, and each individual Unit Owner. The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association, except that if the claim relates to any item that is a component of the Unit, the deductible shall be paid by the Owner of said Unit. Worker's compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage it may deem advisable and appropriate or it may be requested from time to time by a majority of the Unit Owners.

7.3 Limitations

Insurance obtained pursuant to the requirements of this Article VII shall be subject to the following provisions:

- A. Each policy shall be written with a company or companies which are licensed to do business in the District of Columbia and which holds a rating of "A-X" or better in the current edition of *Best's Key Rating Guide*.
- B. No insurance coverage obtained and maintained pursuant to the requirements of this Article V shall be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Article shall exclude such policies from consideration.
- C. Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least thirty (30) days' prior written notice to all insured named thereon, including all named First Mortgagees.
- D. Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.
- E. Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Association, the Board of Directors, the Unit Owners' Association, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.
- F. Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners of the Condominium when such act or neglect is not within the control of the insured, or the Unit Owners collectively; and (ii) that it shall not be prejudiced by failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control.

7.4 Notice of Insurance Coverage

The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement, subsequent changes, or termination of each insurance policy obtained on behalf of the Association, as requested.

7.5 Individual Policies

Each Unit Owner or any mortgagee may obtain at his own expense additional insurance, including a "Condominium Unit Owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance should contain the same waiver of subrogation provision as that required by Section 7.3(E) hereof. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Condominium Unit Owner's Policy" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal Liability and the like. Such policy should include a "Condominium Unit Owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Unit Owner. No Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force at any particular time. The Board of Directors may require that each Unit Owner shall file with the Managing Agent a copy of each individual policy of insurance purchased by the Unit Owner within thirty (30) days after its purchase. The Board of Directors may also require that each Unit Owner shall notify the Board of Directors of all improvements made by him to his Unit having a value in excess of One Thousand Dollars (\$1,000).

7.6 Insurance Trustee

The Board of Directors shall serve as the Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association, each Unit Owner and his First Mortgagee, as their respective interests may appear, and shall provide that proceeds payable pursuant to the policies shall be paid directly to the Board of Directors as Insurance Trustee. All policies shall provide that adjustment of loss shall be made by the Board of Directors.

7.7 Covenants for Benefit of Mortgagees

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

- A. Proceeds are to be paid first to repair or restore damage or construction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

- B. If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid shall not be reconstructed or repaired, then and in that event, the Condominium shall be deemed to be owned in common by the Unit Owners and shall be subject to an action for partition upon the suit of any Owner or mortgagee, in which event the net proceeds of sale together with the net proceeds of any insurance shall be distributed *pro rata* to the Unit Owners, after first paying off, out of the share of each Unit Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of such Unit Owner. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

7.8 Reconstruction

If any part of the Condominium shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows, subject to the provisions of the Condominium Declaration:

- A. Where there is a partial destruction, which shall be deemed to mean destruction which does not render two-thirds (2/3) or more of the Units untenable, there shall be compulsory reconstruction or repair.

- B. Where there is total destruction, which shall be deemed to mean destruction which does render two-thirds (2/3) or more of the Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within one hundred twenty (120) days after the occurrence of the casualty, at least eighty percent (80%) of the Unit Owners vote in favor of such reconstruction or repair.

- C. If the Building or any improvements standing or erected upon the Condominium shall be destroyed or damaged by some casualty and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent of the replacement value of the property destroyed or damaged; and as nearly similar as practicable to the character of the Building

or improvements existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the outstanding building code requirements of the District of Columbia and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the Board of Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Board of Directors.

7.9 Condemnation

A taking of, injury to, or destruction of part, or all, of the property by the exercise of the power of eminent domain shall be considered to be included in the term damage or destruction as provided in Section 7.7(A) and 7.7(B) hereof, and the award or settlement may, or any other compensation arising out of any taking or condemnation shall, be treated in the same manner as insurance proceeds arising from a casualty loss.

7.10 Assessments if Insurance is Inadequate

Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all the Units in proportion to the Percentage Interest of the Units, in sufficient amounts to provide funds to pay the estimated costs, as adjusted by the Board of Directors to appropriately allocate the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all of the Units in proportion to their respective Percentage Interests in sufficient amounts to provide funds for the payment of such costs.

7.11 Disbursements

Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certified statement of the Association or the Board of Directors.

7.12 Notification

The Board of Directors shall notify: (a) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000); and (b) all mortgagees whenever damage to the Common Elements exceeds Ten Thousand Dollars (\$10,000).

7.13 Premiums and Deductibles

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

ARTICLE VIII MORTGAGEES

8.1 Notice to Board

A Unit Owner who mortgages his Unit shall notify the Board through the Managing Agent of the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Units".

8.2 Notice of Unpaid Assessments

The Board, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

8.3 Notice of Default

The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within thirty (30) days, shall promptly send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

8.4 Examination of Books

Each Unit Owner and each First Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on a business day, but not more often than once per calendar quarter.

8.5 Notice of Termination of Management Contracts

The Board of Directors shall notify all first mortgagees in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent.

8.6 Rights of First Mortgagees

Unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Association shall not:

- A. Change any Unit's Percentage Interest except as permitted by the Declaration;
- B. Partition or subdivide any Unit or that Unit's Percentage Interest of the condominium nor abandon, partition, subdivide, encumber, sell or transfer the Common Elements of the Condominium (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) except as may be permitted by the Declaration;
- C. By act or omission seek to abandon or terminate condominium status of the project except as provided by statute in case of substantial loss to the Units and Common Elements of the Condominium;
- D. Modify the method of determining and collecting assessments; nor
- E. Use the proceeds of casualty insurance for any purpose other than replacement, repair or reconstruction of the Units or Common Elements except as permitted by the Act.

8.7 "Mortgagee" and "Mortgage"

As used in this Article and generally in the Declaration and Bylaws, the term "mortgagee" includes the holder of a note secured by a deed of trust or mortgage encumbering a Unit and recorded among the land records of the District of Columbia, and the term "mortgage" includes any deed of trust recorded among the said land records.

ARTICLE IX

NOTICE

9.1 Manner of Notice

Unless specified otherwise in other sections of these Bylaws, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

9.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of the Act or the Condominium Instruments, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE X

AMENDMENT OF BYLAWS

10.1 Amendment of Bylaws

These Bylaws may be amended at a meeting of the Association called for that purpose by the affirmative vote of Unit Owners representing at least two-thirds (2/3) of the votes in the Association. Upon the vote of two-thirds (2/3) of the members of the Board of Directors, the President of the Association may execute and record a corrective amendment or supplement to these Bylaws in accordance with the provisions of the Act. No amendment to the Bylaws shall become effective until Recorded. The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant.

10.2 Approval of Mortgagees

These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the First Mortgagees of Units. Such provisions in these Bylaws are to be construed as covenants for the protection of the First Mortgagees on which they may rely in making loans secured by mortgages of the Units. Accordingly, all First Mortgagees shall be given thirty (30) days' notice of all proposed amendments and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a First

Mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one First Mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the First Mortgagees holding mortgages on at least two-thirds (2/3rds) of the Units encumbered by mortgages.

10.3 Amendments by Declarant

Notwithstanding the provisions of Section 10.1 and 10.2, the Declarant reserves the right to amend the Condominium Instruments in accordance with the provisions of the Act.

ARTICLE XI **COMPLIANCE AND DEFAULT**

11.1 Relief

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Rules and Regulations, and any amendments of the same. A default by a Unit Owner shall entitle the Association acting through the Board of Directors, Managing Agent or the Manager, to the following relief:

- A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief which may include without limiting the same, 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 of Directors, the Manager or Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

- B. Additional Liability. Each Unit Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his tenants, employees, agents, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

- C. Costs and Attorney's Fees. In any suit or non-judicial proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the suit or non-judicial proceeding, including, without limitation, reasonable attorney's fees.
- D. No Waiver of Rights. The failure of the Association, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Association, Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.
- E. Interest. In the event of a default by any Unit Owner which continues for a period in excess of fifteen (15) days, such owner may at the discretion of the Board of Directors be obligated to pay interest on the amounts due at the lesser of twenty percent (20%) per annum or the maximum permissible rate of interest, from the due date thereof.
- F. Abatement and Enjoyment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors or the Unit Owners' Association, or the breach of any Bylaw contained herein, or the breach of any provision of the condominium Instruments, (after due notice to the Unit Owner that said violation or breach constitutes an immediate danger to the Condominium and Unit Owners) shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

11.2 Lien for Assessments

A. The total annual assessments against each Unit Owner for the Common Expenses levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner within the purview of the Act, which lien shall be effective as of the first day of each fiscal year of the Condominium. The Board of Directors, or Managing Agent, may file or Record such other or further notice of lien, or such other or further document as may be required by the then laws of the District of Columbia to confirm the establishment of such lien.

B. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at the lesser of twenty percent (20%) per annum or the maximum rate of interest permitted to be charged to natural persons in the District of Columbia with respect to first mortgage loans at the time such installment or assessment became due, and the cost of collection thereof, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent. The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. The Unit Owner who is delinquent shall be prohibited from voting at any meeting of the Association until the amount necessary to release the lien has been paid.

C. The lien for assessments may be foreclosed in the manner provided by the laws of the District of Columbia either, at the option of the Board of Directors, by a sale in a non-judicial proceeding or by suit brought in the name of the Board of Directors, acting on behalf of the Association. During the pendency of such non-judicial proceeding or suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any non-judicial proceeding or any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right to the appointment of a receiver, if available under the then laws of the District of Columbia.

D. The lien for assessments shall be prior to all other liens and encumbrances except (i) liens and encumbrances Recorded prior to the recordation of the Declaration; (ii) liens of any first priority mortgage or deed of trust on such Unit Recorded prior to the due date of such assessment or the due date of the first installment payable on such assessment; and (iii) liens for real estate taxes and municipal assessments or charges against the Unit.

ARTICLE XII
MISCELLANEOUS

12.1 **Compliance**

These Bylaws are set forth in compliance with the requirements of the Act.

12.2 **Conflict**

These Bylaws are subordinate and subject to the Act, the Declaration and the Condominium Plat and Condominium Plans. In the event of any conflict between these Bylaws and the other Condominium Instruments, the provisions of the other Condominium Instruments shall control.

12.3 **Severability**

These Bylaws are adopted to comply with the laws and regulations of the District of Columbia. If any provision of these Bylaws or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

12.4 **Waiver**

No restriction, condition, obligation or provision of these Bylaws shall be deemed to be abrogated or waived by reason of any failure to enforce the same.

12.5 **Captions**

The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

12.6 **Gender, etc**

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

12.7 **Notice of Loss to or Taking of Common Elements**

The Board of Directors shall give written notice to the mortgagees of all of the Units of any loss to or taking of the Common Elements of the Condominium, if such loss or taking

exceeds Ten Thousand Dollars (\$10,000) or, with respect to a Unit, the Board of Directors shall give written notice to the mortgagee of such Unit if the loss or taking exceeds One Thousand Dollars.

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IN WITNESS WHEREOF, on this 29th day of September, 2005, HUNTER PLACE, a District of Columbia limited liability company, has caused these Condominium Bylaws to be executed by Scott Lucas, its Managing Member, as its act and deed for the purposes therein contained.

HUNTER PLACE, LLC, a District of Columbia limited liability company

Stan C. Long
Witness

By: [Signature]
SCOTT LUCAS, Managing Member

STATE OF District of Columbia, COUNTY OF _____; TO WIT:

I, [Signature], A Notary Public in and for the jurisdiction aforesaid, do hereby certify that SCOTT LUCAS, who is personally known (or satisfactorily proven) to me as the person named as the Managing Member of HUNTER PLACE, a District of Columbia limited liability company, in the foregoing Condominium Bylaws bearing date on the 29th day of September, 2005, personally appeared before me in the jurisdiction aforesaid and as Managing Member as aforesaid, acknowledged said instrument to be the act and deed of said Declarant.

WITNESS my hand and official seal this 29th day of September, 2005.

[Signature]
Notary Public

[Notarial Seal]

My Commission Expires:
My Commission Expires July 01, 2009

EXHIBIT "A"

to

**BYLAWS
of
HUNTER PLACE CONDOMINIUMS**

Legal Description

Lot 119 in Square 5812 in a subdivision made by George A. Koplow and others as per plat recorded in Liber 149 at folio 16 among the Records of the Office of Surveyor for the District of Columbia.

NOTE: For purposes of Assessment and Taxation, the aforesaid property is known as Lot 119 in Square 5812, Washington, D.C.

EXHIBIT "B"
to
BYLAWS
of
HUNTER PLACE CONDOMINIUMS

2201 HUNTER PLACE, S.E.

UNIT NUMBER	PAR VALUE	PERCENTAGE INTEREST
101	3.949	3.949
102	3.949	3.949
103	4.819	4.819
104	4.819	4.819
201	3.949	3.949
202	3.949	3.949
203	4.819	4.819
204	4.819	4.819
301	3.949	3.949
302	3.949	3.949
303	4.819	4.819
304	4.819	4.819

2215 HUNTER PLACE, S.E.

UNIT NUMBER	PAR VALUE	PERCENTAGE INTEREST
101	3.949	3.949
102	3.949	3.949
103	3.949	3.949
104	3.949	3.949
201	3.949	3.949
202	3.949	3.949
203	3.949	3.949
204	3.949	3.949
301	3.949	3.949
302	3.949	3.949
303	3.949	3.949
304	3.949	3.949

Doc# 2005139733 Fees: \$320.50
09/29/2005 1:24PM Pages 44
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

Hunter Place Condominiums

Bylaws, Exhibit "B"

RECORDING	\$	314.00
SURCHARGE	\$	6.50