

BY-LAWS

BYLAWS

OF

ALTAVISTA CONDOMINIUM

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TABLE OF CONTENTS

<u>Article</u> <u>Number</u>	<u>Section</u> <u>Number</u>	<u>Page</u> <u>Number</u>
1	General Provisions	1
	1.1. Name	1
	1.2. Office	1
	1.3. Definitions	1
2	Unit Owners Association	3
	2.1. Composition	3
	2.2. Annual Meetings	3
	2.3. Place of Meetings	3
	2.4. Special Meetings	3
	2.5. Notice of Meetings	4
	2.6. Quorum and Adjournment of Meetings	4
	2.7. Order of Business	4
	2.8. Conduct of Meetings	5
	2.9. Voting	5
	2.10. Proxies	6
3	Board of Directors	6
	3.1. Powers and Duties	6
	3.2. Managing Agent	9
	3.3. Number and Term of Office	11
	3.4. Election of Directors	12
	3.5. Removal or Resignation of Directors	13
	3.6. Vacancies	13
	3.7. Meetings of Directors	13
	3.8. Action Without Meeting	15
	3.9. Compensation	15
	3.10. Board of Directors as Agent	15
	3.11. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association	16
	3.12. Common or Interested Directors	17
	3.13. Covenants Committee	18

4	Officers	19
	4.1. Designation and Duties	19
	4.2. Election of Officers	19
	4.3. Removal of Officers	19
	4.4. President	19
	4.5. Vice President	20
	4.6. Secretary	20
	4.7. Treasurer	20
	4.8. Execution of Documents	20
	4.9. Compensation of Officers	20
5	Operation of the Property	21
	5.1. Determination of Common Expenses and Assessments Against Unit Owners	21
	5.2. Payment of Common Expenses	24
	5.3. Collection of Assessments	24
	5.4. Statement of Common Expenses	25
	5.5. Maintenance, Repair, Replacement and Other Common Expenses	25
	5.6. Additions, Alterations or Improvements by the Board of Directors	26
	5.7. Additions, Alterations or Improvements by the Unit Owners	27
	5.8. Restrictions on Use of Units and Common Elements; Rules and Regulations	28
	5.9. Right of Access	31
	5.10. Utility Charges; User Fees	31
	5.11. Storage; Disclaimer of Bailee Liability	31
6	Insurance	32
	6.1. Authority to Purchase; Notice	32
	6.2. Physical Damage Insurance	33
	6.3. Liability Insurance	35
	6.4. Other Insurance	35
	6.5. Separate Insurance	36
	6.6. Insurance Trustee	36
	6.7. Indirect Insurance	36
7	Repair and Reconstruction After Fire or Other Casualty	37
	7.1. When Repair and Reconstruction are Required	37
	7.2. Procedure for Reconstruction and Repair	37
	7.3. Disbursements of Construction Funds	38
	7.4. When Reconstruction Is Not Required	39

8	Mortgages	40
	8.1. Notice to Board of Directors	40
	8.2. Notice of Default, Casualty or Condemnation	40
	8.3. Notice of Amendment of Condominium Instruments	40
	8.4. Notice of Change in Managing Agent	40
	8.5. Mortgagees' Approvals	40
	8.6. Other Rights of Mortgagees	41
9	Compliance and Default	42
	9.1. Relief	42
	9.2. Lien for Assessments	44
	9.3. Supplemental Enforcement of the Lien	45
	9.4. Subordination and Mortgage Protection	45
10	Amendments to Bylaws	46
	10.1. Amendments	46
	10.2. Approval of Mortgagees	46
11	Miscellaneous	46
	11.1. Notices	46
	11.2. Captions	46
	11.3. Gender	47
	11.4. Construction	47

ARTICLE 1General Provisions

Section 1.1. Name. These Bylaws provide for the governance of the Condominium by the Unit Owners Association pursuant to the requirements of Article 3 of the Condominium Act. The name of the Unit Owners Association shall be the name of the Condominium followed by the words "Unit Owners Association."

Section 1.2. Office. The office of the Condominium, the Unit Owners Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.3. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit B, or if not defined therein, the meanings specified for such terms in section 55-79.41 of the Condominium Act. The following terms have the following meanings in the condominium instruments:

(a) "Ballston Metro Center Mutual" means the Virginia nonstock corporation responsible for the maintenance, operation and control of various facilities within Ballston Metro Center pursuant to the Declaration for Ballston Metro Center recorded on FEBRUARY 6, 1990 in Deed Book 2419 at Page 001 among the land records of Arlington County, Virginia, and any amendments thereto.

(b) "Board of Directors" or "Board" means the executive organ established pursuant to Article 3 of these Bylaws.

(c) "Common Element Interest" means the number assigned to each unit by Exhibit C to the Declaration which establishes each unit's undivided interest in the common elements, common expenses and common profits and votes in the Unit Owners Association.

(d) "Declarant Control Period" means the period prior to the earliest of (i) the date on which units to which seventy-five percent or more of the aggregate Common Element Interests appertain have been conveyed to unit owners other than the Declarant; (ii) two years after the date of the first conveyance of a condominium unit to a unit owner other than the Declarant (the maximum time period permitted by section 55-79.74(a) of the Condominium Act); or (iii) the date specified by the Declarant in a notice to the Unit Owners Association that the Declarant Control Period is to terminate on that date. For the purposes of the preceding sentence, the calculation of Common Element Inter-

Control Period is to terminate on that date. For the purposes of the preceding sentence, the calculation of Common Element Interests shall be based, at any given time, on the Common Element Interests to be assigned to all units then registered with the Virginia Real Estate Board.

(e) "Limited Common Expenses" means expenses separately assessed against one or more but less than all of the condominium units generally in accordance with the use of the services, as permitted by subsections 55-79.83(a), (b) and (b1) of the Condominium Act and Section 5.1 of these Bylaws. Except where the context requires otherwise, common expenses shall include Limited Common Expenses.

(f) "Majority Vote" means a simple majority (more than fifty percent) of the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage approval or vote of the Mortgagees means approval or a vote by the Mortgagees of condominium units to which such percentage of the total number of votes appertain.

(g) "Mortgagee" means an institutional lender holding a first mortgage or first deed of trust ("Mortgage") encumbering a condominium unit in the Condominium which has notified the Unit Owners Association of its status and has requested all rights under the condominium instruments. For purposes of Article 8 only, when any right is to be given to a Mortgagee, the Board of Directors shall also give such right to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages if the Board has notice of such participation.

(h) "Officer" means any person holding office pursuant to Article 4 of these Bylaws, but contrary to section 55-79.41(t) of the Condominium Act, shall not mean members of the Board of Directors unless such directors are also Officers pursuant to Article 4.

(i) "Reserved Common Element" means a common element in which the Board of Directors has granted a revocable license for exclusive use by less than all of the unit owners.

(j) "Unit Owners Association" or "Association" means the unincorporated, non-profit association of all the unit owners owning condominium units in the Condominium.

ARTICLE 2Unit Owners Association

Section 2.1. Composition. The Unit Owners Association shall consist of all of the unit owners. For all purposes the Unit Owners Association shall act merely as an agent for the unit owners as a group. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be decided by the vote of the Unit Owners Association, the foregoing responsibilities shall be performed by the Board of Directors or managing agent as more particularly set forth in Article 3 of these Bylaws.

Section 2.2. Annual Meetings. The annual meetings of the Association shall be held on weekdays (other than legal holidays) at least forty-five days before the beginning of each fiscal year. The first meeting of the Association will be within one year after there is a unit owner other than the Declarant.

Section 2.3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 2.4. Special Meetings. (a) The President shall call a special meeting of the Unit Owners Association: (i) if so directed by resolution of the Board of Directors; (ii) after the termination of the Declarant Control Period, upon a petition signed and presented to the Secretary by unit owners of units to which not less than twenty-five percent of the total Common Element Interest appertains; or (iii) while the Declarant is a unit owner, upon request of the Declarant. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must (1) specify the time and place at which meeting is to be held, (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.5 of these Bylaws, or else specify that the Secretary shall designate the date of the meeting, (3) specify the purposes for which the meeting is to be held, and (4) be delivered to the Secretary. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than the termination of the Declarant Control Period, a special meeting of the Unit Owners Association shall be held at which a majority of the directors shall be elected by the unit owners, including the Declarant if the Declarant owns one or more units, to serve terms as provided in Section 3.3 of these Bylaws. If such election is held prior to the time required by this section, the directors elected at such election shall not take office until the earlier of the time such election is required to be held or resignation of a director appointed by the Declarant without appointment of a replacement within ten days. The elected directors shall assume office in the order of the highest number of votes received. Any remaining directors designated by the Declarant shall continue to serve until their terms expire; provided, however, that no more than two such directors may serve until the first annual meeting after the special meeting held pursuant to this subsection and no more than one such director may serve until the second annual meeting after the special meeting held pursuant to this subsection.

Section 2.5. Notice of Meetings. The Secretary shall notify each unit owner of each annual or regularly scheduled meeting of the unit owners at least twenty-one but not more than thirty days, and of each special meeting of the unit owners at least seven but not more than thirty days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this section and Section 11.1 of the Bylaws shall be considered service of notice.

Section 2.6. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners owning units to which twenty-five percent or more of the total Common Element Interest appertains shall constitute a quorum at all meetings of the Unit Owners Association. If at any meeting of the Unit Owners Association a quorum is not present, unit owners of a majority of the Common Element Interests who are present at such meeting in person or by proxy may: (i) recess the meeting to such date, time and place as such unit owners may agree not more than forty-eight hours after the time the original meeting was called; or (ii) adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called, whereupon the Secretary shall make reasonable efforts to notify unit owners of such date, time and place.

Section 2.7. Order of Business. The order of business at all meetings of the Unit Owners Association shall be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) appointment of inspectors of election (when so

required); (h) election of directors (when so required); (i) unfinished business; and (j) new business; provided, however, that balloting for election of directors may commence at any time.

Section 2.8. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Unit Owners Association. The then current edition of Robert's Rules of Order, Revised shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Condominium Act or the condominium instruments. Tellers, appointed by the President or other Officer presiding over the meeting, shall supervise the tallying of all votes, and the names and addresses of the tellers shall be recorded in the minutes of the meeting.

Section 2.9. Voting. (a) Voting at all meetings of the Unit Owners Association shall be on a percentage basis and the percentage of the vote to which each unit owner is entitled shall be the Common Element Interest assigned to such unit owner's unit in the Declaration. Where the ownership of a unit is in more than one person, the person who shall be entitled to cast the vote of such unit shall be the person named in a certificate executed by all of the owners of such unit and filed with the Secretary (if such a certificate is on file) or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such unit shall be the person owning such unit who is present. If more than one person owning such unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to section 55-79.77(c) of the Condominium Act. If a unit owner is not a natural person, the vote for such unit may be cast by any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with one or more other persons, a unit owner; provided, however, that such natural person is named in a certificate signed by an authorized officer of such person; and, provided, further, that any vote cast by a natural person on behalf of such unit owner shall be deemed valid unless successfully challenged prior to adjournment of the meeting at which such vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Subject to the requirements of the Condominium Act, wherever the approval or disapproval of a unit owner is required by the Condominium Act or the condominium instruments, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such unit at any meeting of the Unit Owners Association. There shall be no cumulative voting.

(b) Except where a greater number is required by the Condominium Act or the condominium instruments, a Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association. If the Declarant owns or holds title to one or more units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such units are entitled.

(c) No unit owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if payment by such unit owner of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 2.10. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Such proxies may be granted by any unit owner in favor of only another unit owner, an Officer, the Declarant or such unit owner's Mortgagee, or additionally in the case of a non-resident unit owner, the unit owner's lessee, attorney or rental agent. No person other than the Declarant or an Officer shall cast votes as a proxy for more than one unit not owned by such person; provided, however, that no Officer shall cast votes as an uninstructed proxy for more than five units not owned by such person and provided, further, that a Mortgagee or an attorney or a rental agent for a non-resident unit owner may cast votes as proxy for as many units as such person represents. Proxies shall be duly executed in writing, shall be witnessed, shall contain the full name and address of the witness, shall be dated, shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, shall be valid only for the particular meeting designated therein and any continuation thereof, and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such unit. Except with respect to proxies in favor of a lessee or Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty days after the execution thereof.

ARTICLE 3

Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or

the condominium instruments required to be exercised and done by the Association. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 3.2 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each unit owner for the common expenses.

(b) Make assessments against unit owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the unit owners and establish the period of the installment payment of the annual assessment for common expenses.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the common elements and provide services for the Property 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 deemed part of the Property.

(e) Collect the assessments against the unit owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Adopt and amend any Rules and Regulations; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act or the condominium instruments.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, act on behalf of the unit owners with respect to all matters arising out of any eminent domain proceeding, and notify the unit owners of any litigation against the Unit Owners Association involving a claim in excess of ten percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article 6 of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to unit owners of individual units or otherwise provided for in Sections 5.1 and 5.2 of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the common elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the unit owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the unit owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent auditor retained by the Board of Directors who shall not be a resident of the Condominium or a unit owner. The cost of such audit shall be a common expense.

(m) Notify a Mortgagee of any default hereunder by the unit owner of the unit subject to such Mortgage, in the event such default continues for a period exceeding sixty days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the common elements; provided, however, that (except during the Declarant Control Period) either a Majority Vote obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws or the written approval of unit owners of units to which more than fifty percent of the votes in the Unit Owners Association appertain, shall be required to borrow any sum in excess of two percent of the total annual assessment for common expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (n) is not repaid by the Unit Owners Association, a unit owner who pays to the creditor a percentage of the total amount due equal to such unit owner's

Common Element Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such unit owner's condominium unit, and the Unit Owners Association shall not be entitled to assess the unit for payment of the remaining amount due such creditor.

(o) Acquire, hold and dispose of condominium units and mortgage the same without the prior approval of the Unit Owners Association if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, from time to time to designate certain common elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(q) Upon receipt of such payment as may be established by the Board of Directors in compliance with section 55-79.97 of the Condominium Act, furnish the statement required by Section 55-79.97 of the Condominium Act within ten days after the receipt of a written request therefor from any unit owner, substantially in the form set forth on Exhibit A to these Bylaws and designated "Certificate for Resale."

(r) Act on behalf of the Association with respect to rights and obligations arising out of the Declaration for Ballston Metro Center.

(s) Do such other things and acts not inconsistent with the Condominium Act or the condominium instruments which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

Section 3.2. Managing Agent. The Board of Directors shall employ for the Condominium a "managing agent" at a compensation to be established by the Board.

(a) Requirements. The managing agent shall be a bona fide business enterprise, which, may or may not be affiliated with the Declarant, which manages common interest residential communities. Such firm or its principals shall have a minimum of two years experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(b) Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in subsections 3.1 (a), (c), (d), (e), (h), (i), (j), (k), (l), (m), (q) and (r). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subsections 3.1 (b), (f), (g), (n), (o) and (p). The managing agent shall perform the obligations, duties and services relating to the management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) Standards. The Board of Directors shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Board of Directors:

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to more than one but less than all unit owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Unit Owners Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Unit Owners Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Unit Owners Association shall be disclosed promptly to the Board of Directors; and

(6) a monthly financial report shall be prepared for the Unit Owners Association containing:

(A) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis;

(B) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis;

(C) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(D) a "balance sheet" reflecting the financial condition of the Unit Owners Association on an unaudited basis;

(E) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(F) a "delinquency report" listing all unit owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

(d) Limitations. During the Declarant Control Period, the Board of Directors shall employ a managing agent for an initial term not to exceed one year. The Unit Owners Association and the Board of Directors shall not undertake "self-management" or fail to employ a managing agent without the consent of at least sixty-seven percent of the unit owners and at least fifty-one percent of the Mortgagees. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty days written notice.

Section 3.3. Number and Term of Office.

(a) Designated Members. During the Declarant Control Period, the Declarant shall be entitled to designate directors not elected pursuant to Section 2.4 of these Bylaws. The initial Board of Directors shall consist of no less than three nor more than seven persons, all of whom shall be designated by the Declarant. The term of office of at least two directors shall expire at the third annual meeting after the special meeting held pursuant to subsection 2.4(b); the term of office of up to three additional directors shall expire at the second annual meeting after the special meeting held pursuant to subsection 2.4(b); and the term of office of any other directors shall expire at the first annual meeting after the special meeting held pursuant to subsection 2.4(b). The term of each designee shall be fixed by the Declarant. At the special meeting required by subsection 2.4(b), a number of the directors designated by the Declarant shall resign if necessary so that a majority of the directors shall have been elected in accordance with subsection 2.4(b). The persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required, for the terms of office necessary so

that the term of office of one-third of the directors shall expire at each of the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. At the expiration of the term of office of all directors designated by the Declarant or elected at the special meeting held pursuant to subsection 2.4(b), all successor directors shall be elected to serve for a term of three years.

(b) Elected Members. No later than the first annual meeting of the Unit Owners Association after the special meeting held pursuant to subsection 2.4(b), the Board of Directors shall be composed of seven persons, all of whom shall be unit owners or agents (officer, partner, etc.) or an employee of a unit owner, Mortgagees (or designees of Mortgagees) or designees of the Declarant. An elected director shall serve for a term of three years unless elected to fill a vacancy, in which case such director shall serve as provided in Section 3.6. Except for resignation or removal, the directors shall hold office until their respective successors shall have been elected by the Unit Owners Association.

Section 3.4. Election of Directors.

(a) Elections Committee. At least sixty-five days prior to the special meeting required by subsection 2.4(b), and each annual meeting of the Unit Owners Association, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least three other unit owners. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the unit owners at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least thirty-five days before the meeting at which the election is to be held, signed by at least ten persons owning fee simple interests in at least ten different units and either signed by the nominee or accompanied by a document signed by the nominee indicating the willingness to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve. This subsection (b) does not apply to persons appointed to the Board by the Declarant.

(c) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is (alone or together with one or more other persons) a unit owner. No person shall be elected as a director or continue to serve as a director if such person is more than sixty days delinquent in meeting financial obligations to the Unit Owners Association and a lien has been filed against such person's unit.

Section 3.5. Removal or Resignation of Directors. Except with respect to directors designated by the Declarant, at any regular or special meeting of the Unit Owners Association duly called, any one or more of the directors may be removed with or without cause by a Majority Vote of the unit owners (as defined in subsection 1.3(e) of these Bylaws) and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given at least seven days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A director may resign at any time and, except for directors who are designees of the Declarant, shall be deemed to have resigned upon disposition of the unit which made such person eligible to be a director as provided for officers in section 55-79.78(a) of the Condominium Act, or if not in attendance at three consecutive regular meetings of the Board, unless the minutes reflect the Board's consent to such absence.

Section 3.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the unit owners shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum because a quorum is impossible to obtain. Each person so elected shall be a director until a successor shall be elected by the unit owners at the next annual meeting of the Association. The term of the replacement director so elected shall expire so that the staggered terms of directors shall remain unaffected. During the Declarant Control Period, the Declarant shall designate the successor to any director previously designated by the Declarant who resigns or is removed.

Section 3.7. Meetings of Directors.

(a) Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Unit Owners Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors at the annual meeting.

(b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least quarterly during each fiscal year.

(c) Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given personally or by mail, telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

(d) Executive Session. All meetings of the Board of Directors shall be open to observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings for violations of the condominium instruments. Any final action taken by the Board in executive session shall be recorded in the minutes.

(e) Notice. Notice of meetings of the Board of Directors shall be given to each director, personally or by mail, telegraph or telephone, at least three business days prior to the day named for such meeting. No notice of the organizational meeting shall be necessary if such meeting is held immediately following the annual meeting.

(f) Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by such director of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(g) Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business

which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.

(h) Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order, Revised shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Condominium Act or the condominium instruments.

Section 3.8. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.9. Compensation. No director who is a unit owner shall receive any compensation from the Condominium for acting as such.

Section 3.10. Board of Directors as Agent. The Board of Directors shall have the power to act as agent 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 to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors shall have the power to act as agent for each unit owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (ii) execute and deliver releases upon the payment of claims and (iii) act on their behalf in any condemnation proceeding or action of eminent domain pursuant to section 55-79.44 of the Condominium Act; provided, however, that the consent of a Mortgagee shall be required if such Mortgagee notifies the Board of Directors pursuant to Section 11.1 of the Bylaws within thirty days after receipt of notice of the damage pursuant to subsection 6.2(c) of the Bylaws or notice of the taking in condemnation or by eminent domain pursuant to Section 8.2 of the Bylaws. The powers herein set forth shall be in addition to any rights granted by section 55-79.80(b1) of the Condominium Act. The Board of Directors may grant and accept easements and licenses pursuant to section 55-79.80(b) of the Condominium Act.

Section 3.11. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association. (a) The Officers, directors and members of the Covenants Committee shall not be liable to the Unit Owners Association or any unit owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners Association shall indemnify and hold harmless each of the Officers and directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act or the condominium instruments, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners Association. The liability of any unit owner arising out of any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or directors, or for damages as a result of injuries arising in connection with the common elements solely by virtue of ownership of a Common Element Interest therein or for liabilities incurred by the Unit Owners Association, shall be limited to the total liability multiplied by such unit owner's Common Element Interest. Every agreement made by the Officers, the Board of Directors or the managing agent on behalf of the Unit Owners Association shall, if obtainable, provide that the Officers, the directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to the total liability thereunder multiplied by such unit owner's Common Element Interest. The Unit Owners Association shall indemnify and hold harmless each of the members of the Covenants Committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Condominium Act or the condominium instruments. The Unit Owners 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 such person is or was an Officer or director of the Association or a member of the Covenants Committee against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Condominium.

(b) The Unit Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by the unit owner of any condominium unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from, over or through any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any unit owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of any 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 from any action taken by the Unit Owners Association to comply with any law, ordinance or with the order or directive of any governmental authority.

Section 3.12. Common or Interested Directors. Each director shall exercise such director's powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and any of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because such director's vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board 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 at least a majority of the unit owners, and the unit owners 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 Unit Owners Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote at the meeting to authorize any contract or transaction with like force and

effect as if such director of the Unit Owners Association were not an officer or director of such other corporation, firm or association or not so interested.

Section 3.13. Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the esthetic or property values of the Condominium; (3) furthering the comfort of the unit owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the units and the common elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or changes proposed by a unit owner. The Covenants Committee shall have the power to impose reasonable charges (pursuant to subsection 9.1(g) hereof) upon, and issue a cease and desist request to, a unit owner, a member of such unit owner's household or such unit owner's guests, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Act, the condominium instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any unit owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the condominium instruments, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a unit owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

ARTICLE 4

Officers

BOOK 2419 : 193

Section 4.1. Designation and Duties. The principal Officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be residents of the Condominium (except for those directors appointed by the Declarant) and members of the Board of Directors. Any other Officers may, but need not, be unit owners or directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Condominium Act or the condominium instruments, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 4.2. Election of Officers. The Officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall: be the chief executive officer of the Unit Owners Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President: The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall: keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices to unit owners and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary.

Section 4.7. Treasurer. The Treasurer shall (together with the managing agent): be responsible for Unit Owners Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data; deposit all monies and other valuable effects in the name of the Board of Directors, the Association or the managing agent, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of treasurer.

Section 4.8. Execution of Documents. Unless otherwise provided in the resolution of the Board of Directors: (i) all agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association for expenditures or obligations in excess of 2/10 percent of the total annual assessment for common expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and (ii) all such instruments for expenditures or obligations of 2/10 percent of the total annual assessment for common expenses for that fiscal year or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any Officer of the Unit Owners Association may be designated by Board resolution to sign any certification pursuant to Section 55-79.72(d) of the Condominium Act, to sign Certificates for Resale on behalf of the Association. Any Officer may also be designated by Board resolution to sign any amendment to subdivide a unit or relocate boundaries between units on behalf of the Association or at the request of a unit owner, pursuant to sections 55-79.70 or section 55-79.69 of the Condominium Act.

Section 4... Compensation of Officers. No Officer who is a unit owner shall receive any compensation from the Unit Owners Association for acting as such Officer.

Operation of the PropertySection 5.1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be January 1 through December 31 unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) At least seventy-five days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the common elements and those parts of the units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Condominium Act, the condominium instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the unit owners of all related services. The budget shall also reflect the separate assessment of Limited Common Expenses.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least sixty-five days before the beginning of each fiscal year, the Board of Directors shall send to each unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment payable by each unit owner. Such budget shall constitute the basis for determining each unit owner's assessment for the common expenses of the Condominium.

(c) Assessment and Payment of Common Expenses.

(1) Subject to the provisions of subsection 9.1(a) hereof, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each unit owner in proportion to such unit owner's respective Common Element Interest, except for Limited Common Expenses which shall be assessed against each unit owner benefited in proportion to the relative Common Element Interest of

such units inter se, shall be a lien against each unit owner's unit as provided in Section 9.2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each unit owner shall be obligated to pay to the Board of Directors or the managing agent (as determined by the Board), one-twelfth of such assessment. Within ninety days after the end of each fiscal year, the Board of Directors shall supply to all unit owners, and to each Mortgagee requesting the same, an itemized accounting of the common expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the unit owners, be credited according to each unit owner's Common Element Interest to the next monthly installments due from unit owners under the current fiscal year's budget, until exhausted, or distributed to the unit owners. Unless the Board of Directors directs otherwise, any net shortage shall be assessed promptly against the unit owners in accordance with their Common Element Interests and shall be payable either: (1) in full with payment of the next monthly assessment which is due more than ten days after delivery of notice of such further assessment; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(2) Any common expenses paid or incurred in making available the same off-site amenities or paid subscription television service to some or all of the unit owners shall be assessed equally against the condominium units involved, and (ii) any common expenses paid or incurred in providing metered utility services to some or all of the units shall be assessed against each condominium unit involved based on its actual consumption of such services. Further, the Board of Directors may assess other expenses on other bases to the extent permitted by Section 55-79.83(b) and (b1).

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements. The Board of Directors shall review the reserve budget annually as part of the budget review and adoption process. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except for normal maintenance expenses shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against such reserves.

Unless otherwise determined by a vote of three-fourths of the directors, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives. If regular annual maintenance extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or by distribution to the unit owners. If the reserves are inadequate for any reason, including non-payment of any unit owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the unit owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments as the Board may determine. The Board of Directors shall serve notice of any such further assessment on unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the delivery of such notice of further assessment. All unit owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in subsection (c).

(e) Initial Budget and Initial Capital Payment. (i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this section, for the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the unit owners during such period as provided in subsection (c).

(ii) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for common expenses and limited common element parking space charges, if any, for such purchaser's unit. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Unit Owners 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.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a unit owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each unit owner shall continue

to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten days after such new annual or adjusted budget is adopted.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the unit owners or from any other source may be commingled into a single fund or held for each unit owner in accordance with such unit owner's Common Element Interest.

Section 5.2. Payment of Common Expenses. Each unit owner shall pay the common expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the provisions of Section 5.1 hereof. No unit owner may be exempted from liability for the assessment for common expenses by reason of waiver of the use or enjoyment of any of the common elements or by abandonment of the unit. No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit subsequent to the date of recordation of a conveyance by such unit owner in fee of such unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a unit shall be jointly and severally liable with the selling unit owner for all unpaid assessments against the latter for the proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling unit owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling unit owner within five business days following a written request therefor to the Board of Directors or managing agent 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 each Mortgagee who comes into possession of a condominium unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid assessments or charges against such unit which accrue prior to the time such Mortgagee or purchaser comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all condominium units including the mortgaged condominium unit.

Section 5.3. Collection of Assessments. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for common expenses due from any unit owner which remain unpaid for more than thirty days from the due date for payment thereof. If a unit owner is delinquent for more than sixty days, the Board of

Directors shall file a memorandum of lien in compliance with section 55-79.84 of the Condominium Act prior to the ninetieth day. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of twenty-five dollars, or such other amount as may be established from time to time by the Board of Directors.

Section 5.4. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for common expenses due from such unit owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsections (b) and (c), specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit B hereto.

(b) By the Unit Owners Association. The Unit Owners Association shall be responsible for the maintenance, repair and replacement of all of the common elements (including the limited common elements) as defined herein or in the Declaration, whether located inside or outside of the units, the cost of which shall be charged to all unit owners as a common expense; provided, however, that the Board of Directors may elect not to do so if in the opinion of a majority of the Board of Directors such maintenance, repair or replacement was necessitated by the negligence, misuse or neglect for which a unit owner is responsible pursuant to Subsection 9.1(a) of these Bylaws; and provided, further, that each unit owner shall perform normal maintenance on the limited common elements appurtenant to such unit owner's unit and any portion of the remaining common elements which the Board of Directors pursuant to the Rules and Regulations has given such unit owner permission to utilize, including without limitation the items enumerated in subsection (c).

(c) By the Unit Owner.

(1) Each unit owner shall keep the unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner shall perform this 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 or the managing agent any defect or need for repairs for which the Unit Owners Association is responsible.

(2) The unit owner of any unit to which a limited common element balcony is appurtenant shall perform the normal maintenance for such limited common element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by such unit owner's negligence, misuse or neglect. All structural repair or replacement shall be made by the Unit Owners Association as a common expense, as provided in subsection (b) and as a common expense (unless assessed against a unit owner's unit pursuant to subsection 9.1 (a)).

(3) Any unit owner permitted by the Board of Directors to use a specific portion of the common elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 5.6. Additions, Alterations or Improvements by the Board of Directors. Except during the Declarant Control Period, whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of one percent of the total annual assessment for common expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote, and the Board of Directors shall assess all unit owners benefited for the cost thereof as a common expense (or Limited Common Expense). Any additions, alterations or improvements costing less than one percent of the total annual assessment for common expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense or Limited Common Expense, depending on the nature of the additions, alterations or improvements. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent of the directors, such additions, alterations or improvements are

exclusively or substantially exclusively for the benefit of the unit owners requesting the same, such requesting unit owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

Section 5.7. Additions, Alterations or Improvements by the Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to the unit without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. No unit owner shall paint or alter any common element or the exterior of the unit, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. Except when a request is being handled by the Covenants Committee, 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 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized Officer only, without however incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of any Mortgagee of such affected units, the Board of Directors and any unit owner affected, any unit may be subdivided or may be altered so as to relocate the boundaries between such unit and any adjoining units. The Secretary shall record any necessary amendment to the Declaration to effect such action as provided in sections 55-79.69 or 55-79.70 of the Condominium Act. The provisions of this section shall not apply to units owned by the Declarant until deeds of conveyance of such units shall have been recorded; provided, however, that the Declarant's construction or alterations shall be architecturally compatible with existing units. The Declarant shall have the right to make such alterations or subdivisions without the consent of the Board of Directors, and an authorized Officer shall execute any such application required. The Declarant shall also have the right to make improvements to the common elements to complete development of the Property without approval from the Board of Directors or the Covenants Committee.

Section 5.8. Restrictions on Use of Units and Common Elements; Rules and Regulations.

(a) Restrictions. Each unit and the common elements shall be occupied and used as follows:

(1) Except for the areas of the Condominium designated for a management office or commercial or recreational use and except as provided in the Declaration, no unit shall be used for any commercial purpose and no unit shall be used for other than housing and the related common purposes for which the Property was designed; and no unit shall be used for child care other than for the children of the resident of the unit being used for such purpose. The Board of Directors may permit reasonable, temporary non-residential uses from time to time. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the common elements for settlement of sales of condominium units and for customer service purposes.

(2) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or in the common elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the common elements.

(3) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a common expense.

(4) No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except those areas designated for such storage by the condominium instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed

from the common elements except with the prior written consent of the Board of Directors or the Covenants Committee, as appropriate. No unit owner shall interfere with the airflow from the corridor into the unit around and under the unit entry door.

(5) The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit.

(6) No unit shall be used or occupied for transient or hotel purposes or in any event for an initial period of less than six months; provided, however, that corporate owners may permit executives to use or occupy the unit for periods of not less than one week. No portion of any unit (other than the entire unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No unit owner shall lease a unit other than on a written form of lease: (i) requiring the lessee to comply with the condominium instruments and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by unit owners. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph, except the restriction against use or occupancy for hotel or transient purposes, shall not apply to units owned by the Association, to the Declarant, or to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(7) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common elements, except that the keeping of orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one per unit without the approval of the Board of Directors, and aquarium fish (and other limited species of animals which do not normally leave the unit and which do not make noise) is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the common elements unless

accompanied by someone who can control the pet and unless carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each unit owner and the Declarant 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 which may leave the unit shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Unit Owners Association resulting from the presence of such pets.

(8) Except for such signs as may be posted by the Unit Owners Association or by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any unit or common element without the prior written approval of the Board of Directors. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(9) Sufficient carpeting or rugs shall be maintained on a minimum of eighty percent of the floor surfaces (except marble-floored foyers, kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units. Additional washers, dryers and other major appliances may not be installed in a unit without the prior written approval of the Covenants Committee.

(10) No unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple unit owners, cooperators, licensees, or timesharing participants.

(b) Changes to Rules and Regulations. Each unit and the common elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and changed by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each unit owner. Changes to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each unit owner upon request.

Section 5.9. Right of Access. By acceptance of the deed of conveyance, each unit owner thereby grants a right of access to the unit, as provided by section 55-79.79(a) of the Condominium Act and subsection 4.2(a) of the Declaration, to the Board of Directors or the managing agent, or any other person authorized by the Board or the managing agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the unit or in a common element to which access is obtained through the unit and threatening another unit or the common elements, performing installations, alterations or repairs to the mechanical or electrical systems or the common elements in the unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, 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 or not the unit owner is present. Each unit owner shall provide a working copy of all unit keys to the Unit Owners Association.

Section 5.10. Utility Charges; User Fees. The cost of utilities serving the Condominium not individually metered or sub-metered to specific units shall be common expenses allocated pursuant to Section 5.1 hereof. The cost of utilities serving one or more units and individually sub-metered shall be a Limited Common Expense payable by the units served based on actual consumption of such services in accordance with section 55-79.83(b1) of the Condominium Act. Pursuant to sections 55-79.83(b) and (b1) of the Condominium Act, the Board of Directors may impose reasonable user fees, whether or not designated as Limited Common Expenses, for the use of Reserved Common Elements or personal property of the Unit Owners Association or services provided by or arranged for through the Association.

Section 5.11. Storage; Disclaimer of Bailee Liability. The storage cubicles are common elements and may be assigned to units as Reserved Common Elements by appropriate resolution of the Board of Directors. The Board of Directors, the Unit Owners Association, any unit owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the common elements (including property located in storage cubicles, whether or not exclusive possession of the particular area is given to a unit owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 6Insurance

Section 6.1. Authority to Purchase; Notice. (a) Except as otherwise provided in Sections 6.5 and 6.7 hereof, all insurance policies relating to the Property shall be purchased by the Board of Directors. The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article 6 or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are so available only at demonstrably unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required by paragraph (2) of Subsection 6.2(b) are not necessary. The Board of Directors shall promptly furnish to each unit owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Unit Owners Association, in compliance with section 55-79.81(b) of the Condominium Act.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, the Unit Owners Association, the Board of Directors, the managing agent or the unit owners, and their respective guests, invitees, tenants, agents and employees and, in the case of the unit owners, the members of their households;

(2) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any unit owner (including the members of such unit owner's household and such unit owner's guests, invitees, tenants, agents and employees) or of any member, officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within sixty days after such demand; and

(3) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the Board of Directors, the managing agent and all Mortgagees.

(c) The Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a unit owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article 6 shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to

protect the Declarant against liability for (or waive any rights with respect to) warranty claims.

(d) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the Commonwealth of Virginia. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the Mortgagees.

(e) The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense; provided, however, that the Unit Owners Association may, pursuant to subsection 9.1(a) of these Bylaws, assess any deductible amount necessitated by the negligence, misuse or neglect for which a unit owner is responsible against such unit owner.

Section 6.2. Physical Damage Insurance. (a) Subject to Section 6.7 hereof, the Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), debris removal and water damage endorsements, insuring the entire Property (including without limitation all of the units and the fixtures initially installed therein by the Declarant, and replacements thereof up to the value of those initially installed by the Declarant, but not including furniture, wallcoverings, improvements and additions, furnishings or other personal property supplied or installed by unit owners), together with all airconditioning and heating equipment and other service machinery contained therein and covering the interests of the Unit Owners Association, the Board of Directors and all unit owners and their Mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the insurance trustee), in an amount equal to one hundred percent of the then current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain such coverage on all real and personal property owned by the Unit Owners Association.

(b) Such policy shall also provide:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;

(2) The following endorsements (or equivalent):
 (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or unit owner or their agents when such act or neglect is not within the control

of the insured, or the unit owners collectively; nor by any 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); (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes"; (iv) "increased cost of construction"; (v) "condominium replacement cost"; and (vi) "agreed amount" or elimination of co-insurance clause; and

(3) That any "no other insurance" clause expressly exclude individual unit owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual unit owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their Mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Property (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the common elements in excess of one percent of the then current replacement cost of the Property. The Mortgagee of a unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such unit.

Section 6.3. Liability Insurance. Subject to Section 6.7 hereof, the Board of Directors shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring each director, the managing agent, each unit owner and the employees of the Unit Owners Association against any liability to the public or to the unit owners (and their guests, invitees, tenants, agents and employees) arising out of, or incident to the ownership or use of the common elements. Such insurance shall be issued on a comprehensive liability basis and

shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a unit owner because of negligent acts of the Unit Owners Association or of another unit owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained so that the total of the primary and excess limits are in an amount not less than four million dollars.

Section 6.4. Other Insurance. Subject to Section 6.7 hereof, the Board of Directors shall obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of Officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half the total annual condominium assessments for the year or the amount required by the Mortgagees, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) if required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than five hundred thousand dollars per accident per location;

(e) directors and officers liability insurance in an amount not less than one million dollars; and

(f) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority Vote.

Section 6.5. Separate Insurance. Each unit owner shall have the right to obtain insurance for such unit owner's benefit, at such unit owner's expense, covering the unit and such unit owner's personal property and personal liability, as well as any improvements made to the unit by such unit owner (under coverage normally called "improvements and betterments coverage"); provided, however, that no unit owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all unit owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a unit owner. No unit owner shall obtain separate insurance policies on the Condominium except as provided in this section.

Section 6.6. Insurance Trustee. (a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Unit Owners Association, the unit owners, their Mortgagees and the Declarant, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board as "insurance trustee" to be applied pursuant to the terms of Article 7.

(b) The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

Section 6.7. Indirect Insurance. The Board of Directors need not obtain and maintain the insurance coverage required by this Article except to the extent, if any, that the Ballston Metro Center Mutual fails to obtain and maintain such coverage by means of policies of insurance that comply with the requirements of this Article.

ARTICLE 7Repair and Reconstruction After Fire or Other Casualty

Section 7.1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 7.4, if all or any part of any building is damaged or destroyed as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any damaged units, and the floor coverings, fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the unit owners up to the value of those initially installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the unit owners in the units unless covered by insurance obtained by the unit owners association). Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of the unit.

Section 7.2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including without limitation any damaged units and any floor coverings and fixtures and appliances initially installed by the Declarant, and the replacements thereof installed by the unit owners up to the value of those initially installed by the Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the unit owner in the unit unless covered by insurance obtained by the unit owners association) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefor shall be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by at least fifty-one percent of the Mortgagees.

Section 7.3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the insurance trustee from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than five percent of the total annual assessment for common expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of twenty percent of the Mortgagees, such fund shall be disbursed pursuant to paragraph (2).

(2) If the estimated cost of reconstruction and repair is five percent of the total annual assessment for common expenses for that fiscal year or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the insurance trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all unit owners in proportion to their Common Element Interests and shall be distributed in accordance with the priority of interests at law or in equity in each unit.

(c) Common Elements. When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing those portions of the common elements which enclose and service the units, then to the cost of repairing the other common elements and thereafter to the cost of repairing the units.

(d) Certificate. The insurance trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the unit owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the insurance trustee promptly after request.

Section 7.4. When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the common elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed or credited, as the Board of Directors may decide, to all unit owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to section 55-79.72 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the insurance trustee among all unit owners in proportion to their respective Common Element Interests, after first paying out of the share of each unit owner, to the extent sufficient therefor, the amount of any unpaid liens on the unit in the order of priority of such liens.

Mortgages

Section 8.1. Notice to Board of Directors. A unit owner who mortgages the unit shall notify the Board of Directors of the name and address of the Mortgagee and, upon request, shall file a conformed copy of the note and Mortgage with the Board.

Section 8.2. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any unit owner of a default in paying an assessment for common expenses (which remains uncured for sixty days) or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such unit. Each Mortgagee shall also be promptly notified of any casualty when required by Section 6.2(c) hereof, of all actions taken under Article 7 and of any taking in condemnation or by eminent domain pursuant to section 55-79.44 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

Section 8.3. Notice of Amendment of Condominium Instruments. The Board of Directors shall give notice to all Mortgagees at least seven days prior to the date on which the unit owners, in accordance with the provisions of these Bylaws, materially amend the condominium instruments.

Section 8.4. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees requesting such notice at least thirty days prior to changing the managing agent.

Section 8.5. Mortgagees' Approvals. Subject to any greater requirements of section 55-79.72 of the Condominium Act or section 10 of these Bylaws:

(a) Two-Thirds Vote. Unless at least sixty-seven percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (i) (except following destruction or condemnation) change any unit's Common Element Interest except as provided in section 55-79.44 of the Condominium Act; (ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of utility easements, etc. pursuant to section 55-79.80(b) of the Condominium Act); (iii) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act, except as provided by section 55-79.72 of the Condominium Act; (iv) modify the method of determining and collecting

assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or (v) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Section 7.4 hereof.

(b) Majority Vote. Unless at least fifty-one percent of the Mortgagees and at least sixty-seven percent of the unit owners have given their prior written approval, the Unit Owners Association shall not: (i) following destruction or condemnation, change any unit's Common Element Interest except as provided in section 55-79.44 of the Condominium Act; (ii) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Condominium Act, except as provided by section 55-79.72 of the Condominium Act; and (iii) add or amend any material provisions of the condominium instruments which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements (or units if applicable); (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) maintenance responsibility; (7) expansion or contraction of the Condominium or conversion of Convertible Land; (8) boundaries of any unit; (9) the interests in the common elements or limited common elements; (10) convertibility of units into common elements or of common elements into units; (11) leasing of units; (12) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey the unit; or (13) any provisions which are for the express benefit of Mortgagees.

(c) Non Material Amendments. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(d) Presumptive Approval. A Mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such request.

Section 8.6. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association. All such Mortgagees shall have the right to examine the condominium instruments, Rules and Regulations and books and records of the Condominium, to receive the annual report filed by Declarant pursuant to section 55-79.93 of the Condominium Act and to require the submission of annual financial reports and other budgetary information.

Compliance and Default

Section 9.1. Relief. Each unit owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, condominium instruments and Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in section 55-79.53 of the Condominium Act, a default by a unit owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the managing agent, to the following relief.

(a) Additional Liability. Each unit owner shall be liable to the Unit Owners Association or to any affected unit owner for the expense of all maintenance, repair or replacement rendered necessary by such unit owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such unit owner's household or such unit owner's guests, invitees, tenants, agents or employees, 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 casualty 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 any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Condominium Act, the condominium instruments and the Rules and Regulations by any unit owner (or any member of such unit owner's household or such unit owner's guests, invitees, tenants, agents or employees) may be assessed against such unit owner's unit.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium instruments or the Condominium Act shall not constitute a waiver of the right of the Association, the Board or the unit owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any unit owner pursuant to any term, provision, covenant or condition of the condominium instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an

election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the condominium instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any unit owner in paying any sum assessed against the condominium unit other than for common expenses which continues for a period in excess of fifteen days, interest from the due date at a rate not to exceed the lower of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the condominium instruments or the Condominium Act 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; (ii) to use self-help to remove or cure any violation of the condominium instruments or the Rules and Regulations on the common elements (including without limitation the towing of vehicles) or in any unit; or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(f) Legal Proceedings. Failure to comply with any of the terms of the condominium instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved unit owner and shall not constitute an election of remedies.

(g) Charges. In accordance with section 55-79.80(b2) of the Condominium Act, the Board of Directors and the Covenants Committee may levy reasonable charges against unit owners for violations of the Condominium Act, the condominium instruments or the Rules and Regulations by the unit owner, the members of such unit owner's household, or such unit owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than the maximum amount permitted by section 55-79.80(b2) of the Condominium Act. Each day a violation continues, after notice is given to the unit owner, is a separate violation. If a unit owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

(h) Other Remedies. The Board of Directors may suspend or revoke a unit owner's recreational or other privileges for a reasonable period not to exceed the duration of the default or violation if payment of the assessment on the unit is delinquent more than thirty days or for any other violation of the condominium instruments or the Rules and Regulations.

Section 9.2. Lien for Assessments.

(a) Lien. The total annual assessment of each unit owner for common expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the condominium unit of such unit owner as provided in section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the unit owner of notice of such special assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a unit owner is payable in installments, upon a default by such unit owner in the timely payment of any two consecutive installments, 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 entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting unit owner and such unit owner's Mortgagee by the Board of Directors or the managing agent.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia, by power of sale pursuant to Section 9.3 hereof or action in the name of the Board of Directors, or the managing agent, acting on behalf of the Unit Owners Association. During the pendency of such suit the unit owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 9.3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the condominium instruments or the Condominium Act, all of the unit owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may like-wise be required to secure the payment of such obligations by recording a declaration of trust in the land records where the condominium instruments are recorded granting unto one or more trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustees acting at the direction of the Board of Directors. If any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a unit shall take title subject thereto and shall assume the obligations provided for therein.

Section 9.4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 10Amendments to Bylaws

Section 10.1. Amendments. These Bylaws may not be modified or amended except as provided in section 55-79.72 of the Condominium Act; provided, however, that until the expiration of the Declarant Control Period, Sections 2.2, 2.9, 3.3 and 10.1 may not be amended without the prior written consent of the Declarant. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

Section 10.2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

ARTICLE 11Miscellaneous

Section 11.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid (pursuant to section 55-79.75 of the Condominium Act), or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a unit owner, at the address which the unit owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the unit of such unit owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the unit owners pursuant to this section. If a unit is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 11.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 11.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.4. Construction. These condominium instruments are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied. The failure to comply strictly with the time periods required by the condominium instruments, unless also required by the Condominium Act, shall not invalidate any action of the Board of Directors or the Unit Owners Association in the absence of a written objection by the Declarant, a unit owner or a Mortgagee within ten days after the failure to comply.

Exhibit A to
the Bylaws

ALTAVISTA CONDOMINIUM
CERTIFICATE FOR RESALE

TO: _____
FROM: Altavista Condominium Unit Owners Association
RE: Condominium Unit No. _____,
Altavista Condominium, Arlington, Virginia

Pursuant to section 55-79.97 of the Condominium Act as amended, we hereby certify that as of the date hereof, except as herein stated:

A. The status of assessments with respect to the condominium unit is as follows:

Current assessment due _____	\$ _____
Assessment in arrears _____	\$ _____
Other fees or charges due _____	\$ _____
Fees or charges in arrears _____	\$ _____
TOTAL DUE	\$ _____
Assessments, fees and charges for the current fiscal year not yet due	\$ _____

The Association levies annual assessments, payable in equal monthly installments, to pay common expenses. Special assessments may also be levied for the same purpose. A fee of up to _____ Dollars is currently charged by the Association for the preparation of a Certificate for Resale (such as this one). A late charge of _____ Dollars is currently applied to any assessment or installment thereof not paid within ten days after the date it becomes due. There are no other fees or charges imposed by the Association except:

[Fill in if applicable.]

B. The condominium instruments do not create any rights of first refusal or other restraints on free alienability of any of the condominium units.

C. The following, if any, is a list of all capital expenditures anticipated by the Unit Owners Association within the current or succeeding two fiscal years:

[Fill in if applicable.]

D. As of the date of this certificate, there is an outstanding balance in the reserve for replacement fund (reserve account) of approximately \$_____. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

[Fill in if applicable.]

E. Attached to this certificate is a copy of the statement of financial condition (balance sheet) of the Unit Owners Association for the year ended _____, 19____, the most recent fiscal year for which such statement is available.

F. There are no unsatisfied judgments against the Unit Owners Association nor any pending suits in which the Unit Owners Association is a party except as follows:

[Fill in status and nature if applicable.]

G. The Unit Owners Association holds hazard, property damage and liability insurance policies covering the common elements and the units as required by the Bylaws. It is suggested that each unit owner obtain insurance covering property damage to betterments and improvements installed in the unit and personal property contained therein (not covered by the Unit Owners Association policy) as well as insurance covering personal liability. You are urged to consult with your insurance agent.

H. The Unit Owners Association has no knowledge of whether improvements or alterations made to the condominium unit or the limited common elements assigned thereto are in violation of the condominium instruments except as follows:

[Fill in if applicable.]

I. There is no leasehold estate affecting the Condominium.

J. Attached to this certificate is a copy of the Bylaws and Rules and Regulations of the Condominium including all amendments.

The information contained in this Certificate for Resale, issued pursuant to section 55-79.97 of the Condominium Act, as amended, based on the best knowledge and belief of the Unit Owners Association, is current as of the date hereof.

The name and address of the President of the Unit Owners Association is: _____.

The Unit Owners Association may charge a fee for the preparation of this Certificate for Resale as allowed by law.

Dated _____, 19__.

ALTAVISTA CONDOMINIUM
UNIT OWNERS ASSOCIATION

By _____
Officer:

I hereby acknowledge that I received this Certificate for Resale on _____, 19__.

Unit Owner

I hereby acknowledge that I have received and read the information contained in this Certificate for Resale on _____, 19__.

Purchaser

Purchaser

ALTAVISTA CONDOMINIUM
Maintenance Responsibilities

V

IV

III

II

I

CERTAIN OTHER
COMPONENTS UNDER UNIT
OWNER'S RESPONSIBILITY
WITHOUT RESPECT TO
OWNERSHIP OF THE
COMPONENT

UNIT COMPONENTS UNDER
ASSOCIATION
RESPONSIBILITY

LIMITED COMMON ELEMENTS
UNDER ASSOCIATION
RESPONSIBILITY

COMMON ELEMENTS UNDER
ASSOCIATION
RESPONSIBILITY

ITEMS

Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to common elements or units other than the one which is the primary source of the problem through negligence of the occupants of such units.	All, in all regards.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur.	All portions within a unit, including fixtures & appliances attached thereto. Water damage to a unit, when the primary source of such problem is through the negligence of the occupants of that unit.
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one unit.	All, in all regards.	All, in all regards.	All, in all regards.	All, in all regards, for items serving only one unit.	All, in all regards, for items serving only one unit.
Heating, ventilating & cooling systems & components thereof.	All, in all regards, serving more than one unit.	All, in all regards.	If any, same as in Column II.	All, in all regards, at the unit owner's expense.	Maintenance repairs and replacement to be performed by Association at unit owner's expense.
Storage Cubicles (if any).	All, in all regards except routine cleaning.	All, in all regards.	All, in all regards.	Routine cleaning.	Routine cleaning.
Refuse collection system.	All, in all regards.	All, in all regards.	All, in all regards.	All, in all regards.	All, in all regards.
Building, exterior roof, exterior vertical walls.	All, in all regards.	All, in all regards.	All, in all regards.	All, in all regards.	All, in all regards.

ALTAVISTA CONDOMINIUM
Maintenance Responsibilities

V

IV

III

II

I

ITEMS	COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Windows.	All which do not serve a unit, in all regards.	All, in all regards except routine interior cleaning; cleaning of exterior windows (including windows in balcony enclosures).	--	Routine interior cleaning.
Doors, main entry to units.	All, in all regards.	--	All surfaces exposed to corridor including door panel, buck, trim & sill.	Interior of door panel interior trim. Hardware set including lock and door chime assembly and hinges/closure.
Balcony doors.	--	In all regards except routine cleaning, latch mechanism and weatherstripping.	--	Routine cleaning, latch mechanism and weatherstripping.
Balconies & railings.	--	In all regards except routine cleaning.	--	Routine cleaning.
Balcony enclosures (if any).	--	In all regards except routine interior cleaning, at the unit owner's expense.	--	Routine interior cleaning.
Screens (balcony doors and windows).	All which do not serve a unit, in all regards.	--	--	All which serve the unit in all respects. Replacements to be of same color, grade & style.

NOTES
MAINTENANCE RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the unit owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility is allocated to the Unit Owners Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a unit owner (or such unit owner's family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the unit owner. The maintenance responsibility for items made available to the Condominium by easement is defined in the document creating such easement.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the general common elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the limited common elements shall be a shared responsibility between the Board of Directors and the unit owner of a unit to which a specific limited common element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

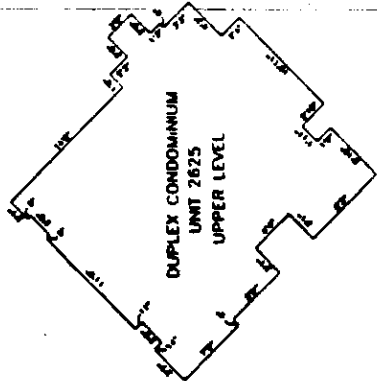
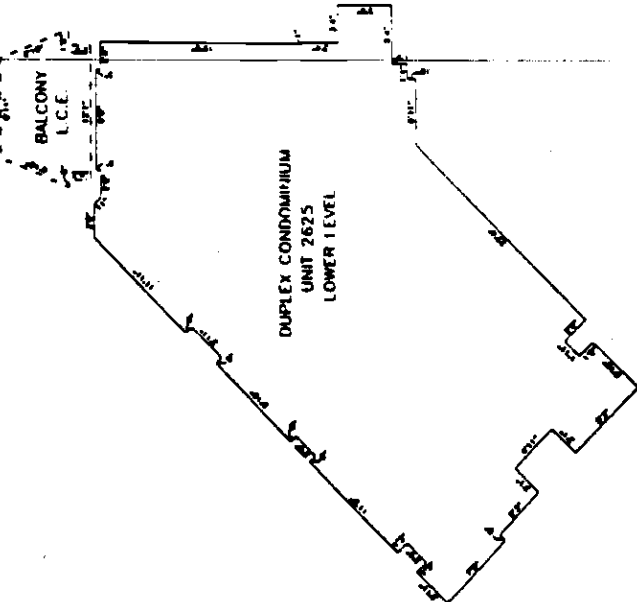
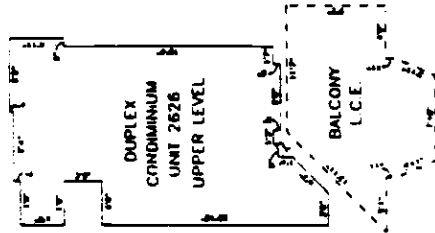
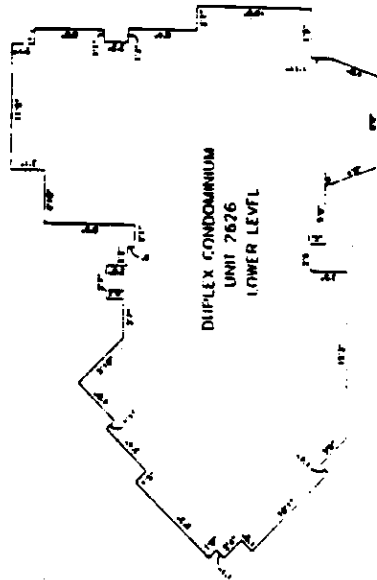
Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a unit but are attached or directly connected to or associated with the general common elements and common expense items in such a way that a clear distinction between unit owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single unit owner but which affect other unit owners are declared a common expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined common elements and common expenses. Heating, cooling and ventilating systems and components thereof are an exception due to the split system being used; the only practical method is to provide for central maintenance responsibility at the individual unit owner's expense.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

Exhibit C
to the DeclarationALTAVISTA CONDOMINIUM
COMMON ELEMENT INTEREST TABLE

<u>Unit Type</u>	<u>(Approximate Gross Sq. Ft. Per Unit)</u>	<u>Common Element Interest Per Unit</u>	<u>Number Of Units Per Type</u>	<u>Total Common Element Interest Per Type</u>
A	575	.2142	11	2.3562
B	585	.2179	16	3.4864
C	595	.2217	11	2.4387
D	670	.2496	22	5.4912
E	690	.2571	11	2.8281
F	765	.2850	33	9.4050
G	870	.3241	11	3.5651
H	905	.3372	22	7.4184
J	980	.3651	22	8.0322
K	1005	.3744	22	8.2368
L	1185	.4415	22	9.7130
M	885	.3297	5	1.6485
N	1115	.4154	5	2.0770
P	1195	.4452	5	2.2260
Q	1200	.4471	11	4.9181
R	1225	.4564	5	2.2820
S	1230	.4582	5	2.2910
T	1375	.5123	10	5.1230
TT	1405	.5234	2	1.0468

<u>Unit Type</u>	<u>(Approximate Gross Sq. Ft. Per Unit)</u>	<u>Common Element Interest Per Unit</u>	<u>Number Of Units Per Type</u>	<u>Total Common Element Interest Per Type</u>
V	1410	.5253	10	5.2530
VV	1470	.5477	2	1.0954
Z	1405	.5234	5	2.6170
2602	1360	.5067	1	.5067
2620	2370	.8830	1	.8830
2621	1750	.6520	1	.6520
2623	2150	.8011	1	.8011
2625	1975	.7358	1	.7358
2626	1545	.5756	1	.5756
2627	2370	.8830	1	.8830
2628	2020	.7526	1	.7526
2632	1775	.6613	<u>1</u>	<u>.6613</u>
	TOTAL		277	100%



PLAN NUMBER
ALTAVISTA CONDOMINIUM
 SUBMITTED LAND VACUATION OPTION
 PARCEL B-1-A
 BLOCK 1
CENTER BALLSTON
 P.O. BOX 481
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' DATE: 2/3/99

BOOK 2419
 PP 365 - 370

EXHIBIT E

DESIGNER
THE SMITH WILLIAMS GROUP
 1000 MARKET STREET
 SUITE 200
 BALTIMORE, MD 21202

ARCHITECT
MOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 1100 COMMONWEALTH BLVD
 SUITE 200
 ARLINGTON, VA 22202

PROJECT NO. 1
DUPLEX CONDOMINIUM UNIT TYPES

ALTAVISTA CONDOMINIUM

NO.	DESCRIPTION	AREA (SQ. FT.)	NO. OF UNITS
1	DUPLEX CONDOMINIUM UNIT TYPE 1	1,200	1
2	DUPLEX CONDOMINIUM UNIT TYPE 2	1,200	1
3	DUPLEX CONDOMINIUM UNIT TYPE 3	1,200	1
4	DUPLEX CONDOMINIUM UNIT TYPE 4	1,200	1
5	DUPLEX CONDOMINIUM UNIT TYPE 5	1,200	1
6	DUPLEX CONDOMINIUM UNIT TYPE 6	1,200	1
7	DUPLEX CONDOMINIUM UNIT TYPE 7	1,200	1
8	DUPLEX CONDOMINIUM UNIT TYPE 8	1,200	1
9	DUPLEX CONDOMINIUM UNIT TYPE 9	1,200	1
10	DUPLEX CONDOMINIUM UNIT TYPE 10	1,200	1
11	DUPLEX CONDOMINIUM UNIT TYPE 11	1,200	1
12	DUPLEX CONDOMINIUM UNIT TYPE 12	1,200	1
13	DUPLEX CONDOMINIUM UNIT TYPE 13	1,200	1
14	DUPLEX CONDOMINIUM UNIT TYPE 14	1,200	1
15	DUPLEX CONDOMINIUM UNIT TYPE 15	1,200	1
16	DUPLEX CONDOMINIUM UNIT TYPE 16	1,200	1
17	DUPLEX CONDOMINIUM UNIT TYPE 17	1,200	1
18	DUPLEX CONDOMINIUM UNIT TYPE 18	1,200	1
19	DUPLEX CONDOMINIUM UNIT TYPE 19	1,200	1
20	DUPLEX CONDOMINIUM UNIT TYPE 20	1,200	1
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63	DUPLEX CONDOMINIUM UNIT TYPE 63	1,200	1
64	DUPLEX CONDOMINIUM UNIT TYPE 64	1,200	1
65	DUPLEX CONDOMINIUM UNIT TYPE 65	1,200	1
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67	DUPLEX CONDOMINIUM UNIT TYPE 67	1,200	1
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83	DUPLEX CONDOMINIUM UNIT TYPE 83	1,200	1
84	DUPLEX CONDOMINIUM UNIT TYPE 84	1,200	1
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88	DUPLEX CONDOMINIUM UNIT TYPE 88	1,200	1
89	DUPLEX CONDOMINIUM UNIT TYPE 89	1,200	1
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91	DUPLEX CONDOMINIUM UNIT TYPE 91	1,200	1
92	DUPLEX CONDOMINIUM UNIT TYPE 92	1,200	1
93	DUPLEX CONDOMINIUM UNIT TYPE 93	1,200	1
94	DUPLEX CONDOMINIUM UNIT TYPE 94	1,200	1
95	DUPLEX CONDOMINIUM UNIT TYPE 95	1,200	1
96	DUPLEX CONDOMINIUM UNIT TYPE 96	1,200	1
97	DUPLEX CONDOMINIUM UNIT TYPE 97	1,200	1
98	DUPLEX CONDOMINIUM UNIT TYPE 98	1,200	1
99	DUPLEX CONDOMINIUM UNIT TYPE 99	1,200	1
100	DUPLEX CONDOMINIUM UNIT TYPE 100	1,200	1

DATE: 2/3/99

16

THE SMITH WILLIAMS GROUP
 1000 GARDNER DRIVE
 SUITE 1000 WASHINGTON DC 20004

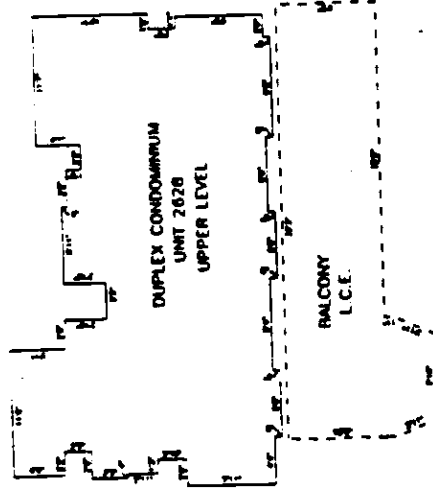
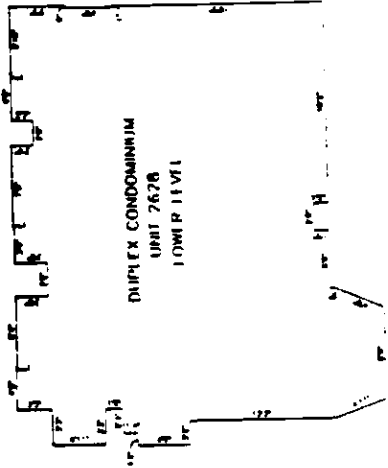
HOLLE, LIM & SHIGREN ARCHITECTS, P.C.
 1100 BROADWAY NEW YORK NY 10018

DUPLEX CONDOMINIUM UNIT TYPES

ALTAVISTA CONDOMINIUM

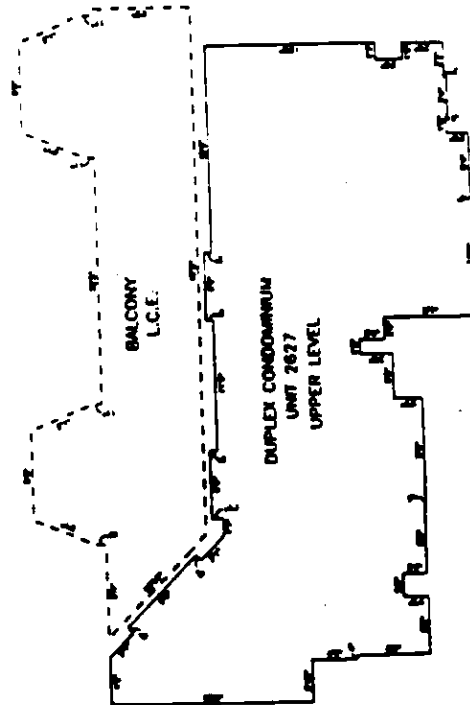
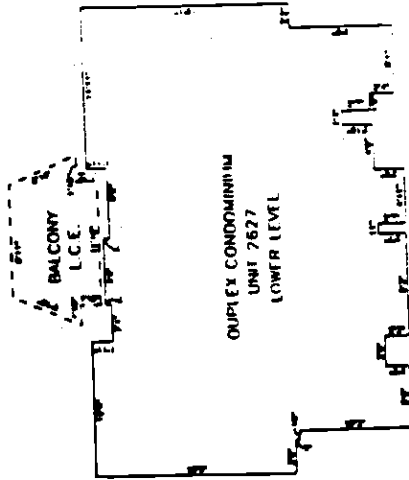
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UNIT 7685	100
UNIT 7686	100
UNIT 7687	100
UNIT 7688	100
UNIT 7689	100
UNIT 7690	100
UNIT 7691	100
UNIT 7692	100
UNIT 7693	100
UNIT 7694	100
UNIT 7695	100
UNIT 7696	100
UNIT 7697	100
UNIT 7698	100
UNIT 7699	100
UNIT 7700	100

17



PLAN NUMBER
 ALTAVISTA CONDOMINIUM
 BUILDING AND LOTS AND OTHER
 PARCEL B-1-A
 BLOCK 1
 CENTER BALLSTON
 D.C. AND
 ARLINGTON COUNTY, VIRGINIA
 PLAT 1-1-82 MAP 1 2/2000

EXHIBIT E

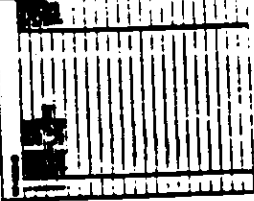


BOOK 2419
 PP 371 - 376

THE SMITH-WILLIAMS GROUP
 ARCHITECTS
 1118 17th St. N.W.
 WASHINGTON, D.C. 20036

WOLLE, LYN & SHOGREN ARCHITECTS, P.C.
 1118 17th St. N.W.
 WASHINGTON, D.C. 20036

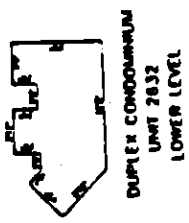
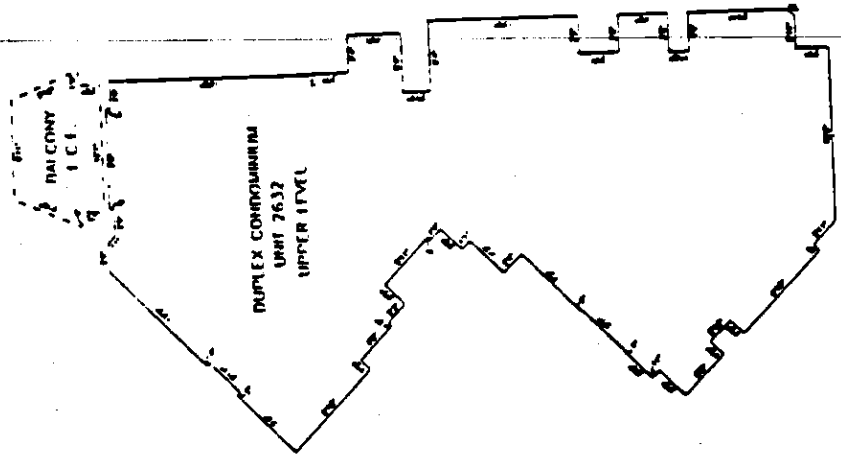
ALAVISTA CONDOMINIUM
 DUPLEX CONDOMINIUM UNIT TYPES



18

ALAVISTA CONDOMINIUM
 CENTER BALLSTON
 1118 17th St. N.W.
 WASHINGTON, D.C. 20036

EXHIBIT F



BOOK 2419
 PP 377 - 382

THE SMITH WILLIAMS
GROUP
400 COMMONWEALTH AVENUE
ARLINGTON, VIRGINIA 22202
(703) 261-1100

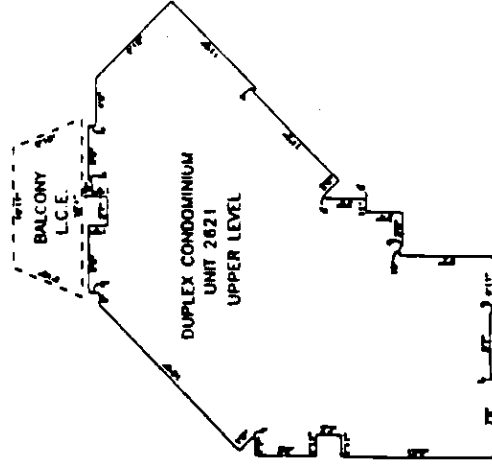
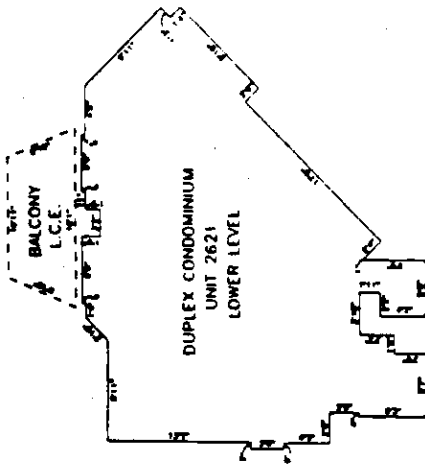
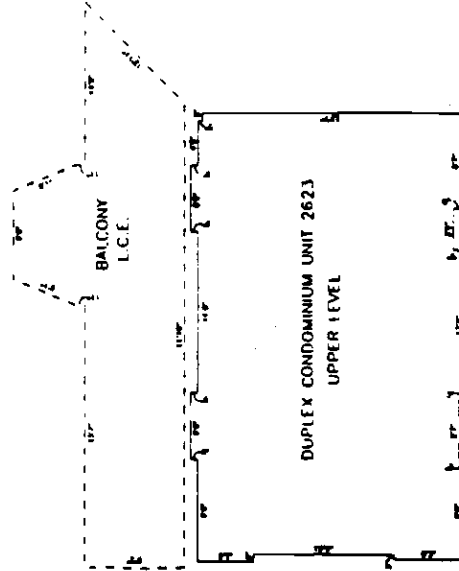
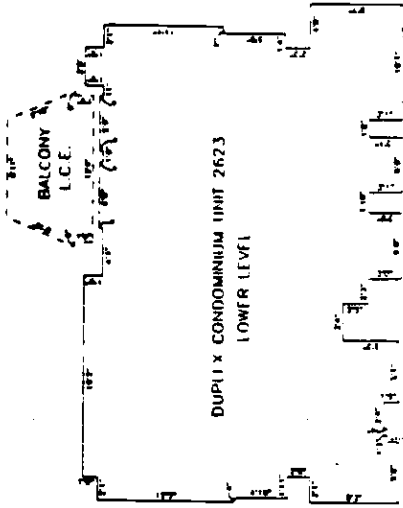
HOLLE LIN & SHOGREN
ARCHITECTS, P.C.
1133 COMMONWEALTH BLVD
ARLINGTON, VA 22202
(703) 261-1100

DUPLEX CONDOMINIUM
UNIT TYPES

ALTAVISTA CONDOMINIUM

Part of Parcel
ALTAVISTA CONDOMINIUM
REGISTERED LAMP LACATED WITHIN
PARCEL B-1-A
BLOCK 1
CENTER BALLSTON
P.A. 2487 PG. 181
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 32' DATE: 2.5.08

15



BOOK 2419
PP 359 - 364

EXHIBIT E

LIST OF UNITS
(Grouped by Type)

Type A Units

910 1610
1010 1710
1110 1810
1210 1910
1410 2010
1510

Type B Units

902 1602 2202
1002 1702 2302
1102 1802 2402
1202 1902 2502
1402 2002
1502 2102

Type C Units

901 1601
1001 1701
1101 1801
1201 1901
1401 2001
1501

Type D Units

912 1612 1014 1714
1012 1712 1114 1814
1112 1812 1214 1914
1212 1912 1414 2014
1412 2012 1514
1512 914 1614

Type E Units

904 1604
1004 1704
1104 1804
1204 1904
1404 2004
1504

Type F Units

906 1606 1011 1711 1116 1816
1006 1706 1111 1811 1216 1916
1106 1806 1211 1911 1416 2016
1206 1906 1411 2011 1516
1406 2006 1511 916 1616
1506 911 1511 1016 1716

Type G Units

909 1609
1009 1709
1109 1809
1209 1909
1409 2009
1509

Type H Units

908 1608 1018 1718
1008 1708 1118 1818
1108 1808 1218 1918
1208 1908 1418 2018
1408 2008 1518
1508 918 1618

Type J Units

903 1603 1015 1715
1003 1703 1115 1815
1103 1803 1215 1915
1203 1903 1415 2015
1403 2003 1515
1503 915 1615

Type K Units

907 1607 1019 1719
1007 1707 1119 1819
1107 1807 1219 1919
1207 1907 1419 2019
1407 2007 1519
1507 919 1619

Type L Units

905 1605 1017 1717
1005 1705 1117 1817
1105 1805 1217 1917
1205 1905 1417 2017
1405 2005 1517
1505 917 1617

<u>Type M Units</u>	<u>Type N Units</u>	<u>Type P Units</u>	<u>Type Q Units</u>	
2121	2127	2126	2123	2129
2221	2227	2226	2223	2229
2321	2327	2326	2323	2329
2421	2427	2426	2423	2429
2521	2527	2526	2523	2529
				2629

<u>Type R Units</u>	<u>Type S Units</u>	<u>Type T Units</u>		<u>Type TT Units</u>
2120	2128	2222	2230	2122
2220	2228	2322	2330	2130
2320	2328	2422	2430	
2420	2428	2522	2530	
2520	2528	2622	2630	

<u>Type V Units</u>		<u>Type Z Units</u>	<u>Type VV Units</u>
2224	2231	2125	2124
2324	2331	2225	2131
2424	2431	2325	
2524	2531	2425	
2624	2631	2525	

Duplex Penthouse Units

2602	2626
2620	2627
2621	2628
2623	2632
2625	

The street address of all units in the building is the same. The postal address is the street address followed by the unit number.

NOTES TO COMMON ELEMENT INTEREST TABLE

1. The identifying number for each condominium unit consists of the floor number followed by the tier number as set forth above on this Exhibit C. The identifying number is a sufficient legal description of the condominium unit for all purposes when set forth together with the name of the Condominium; the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded.
2. Size (approximate gross square feet per unit) is given in square feet for each unit and is measured to the interior surface of each wall which is a vertical boundary of the unit. The measurements are approximate and, therefore, the square footages may vary slightly in any individual unit.
3. Common Element Interest per unit has been determined by taking the ratio of the size of each unit (in square feet as determined in the manner prescribed in the Declaration) to the total square footage of all units in the Condominium. The listed square footage for each unit is based upon dimensions which are approximate and the calculation of Common Element Interest has been rounded. The Common Element Interest shown for each unit is subject to change in the following circumstances:

If the Declarant or the Board of Directors at the request of any unit owner changes the Common Element Interest allocated to a unit pursuant to the procedures set forth in sections 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
4. The Common Element Interest also is the percentage appurtenant to each unit for votes and common expense liability.

DO NOT REMOVE THIS PAGE !!!

BOOK 2419 PAGE 383

Document is incomplete without it!

VIRGINIA: IN THE CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY OF ARLINGTON

This deed was presented, and with the
certificate annexed, admitted to record

on Feb. 6, 1990 at 15:54 o'clock pm.

CONSIDERATION \$ _____

STATE TAX _____

COUNTY TAX _____

TRANSFER FEE _____

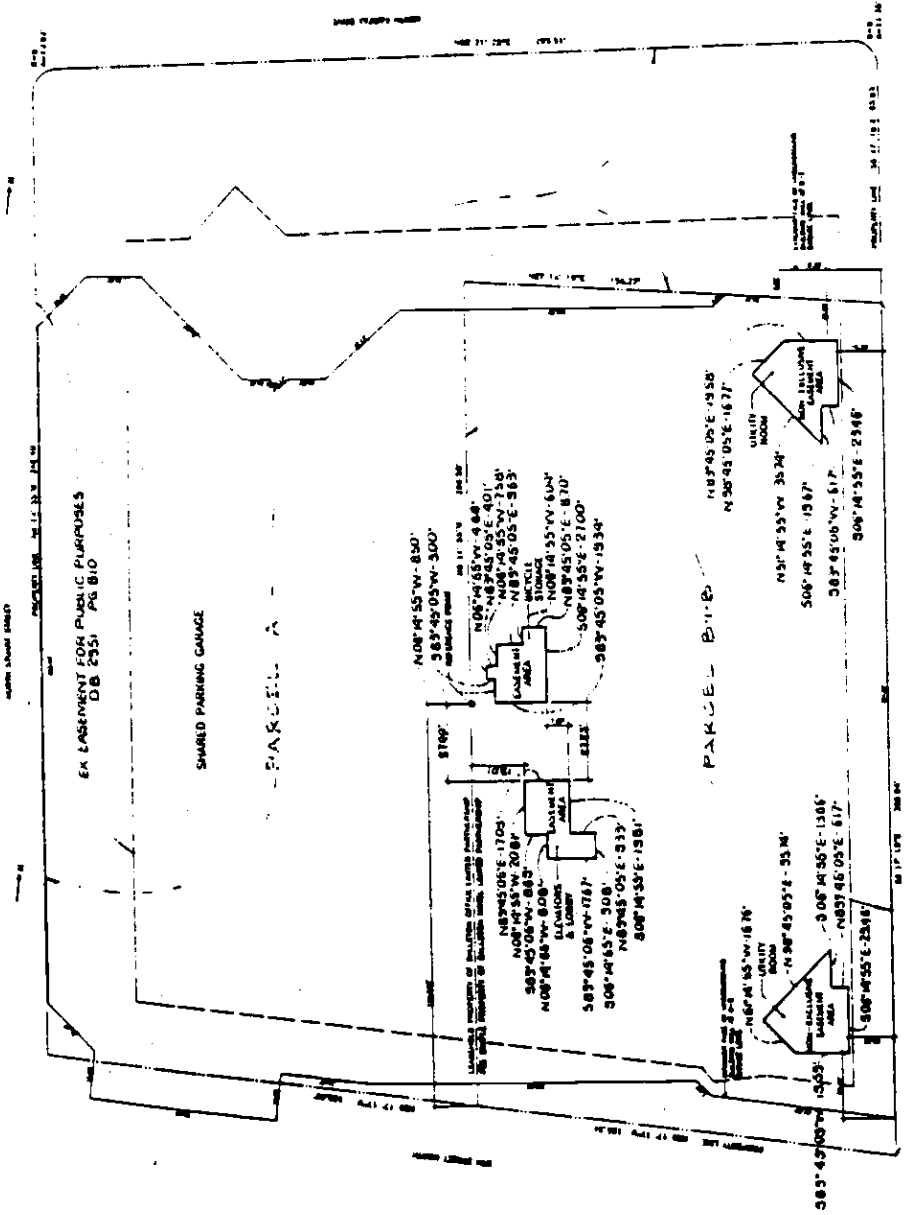
CLERK'S FEE 225.00

GRANTOR'S TAX _____

TOTAL 225.00

TESTE: _____ CLERK

David A. Jeff

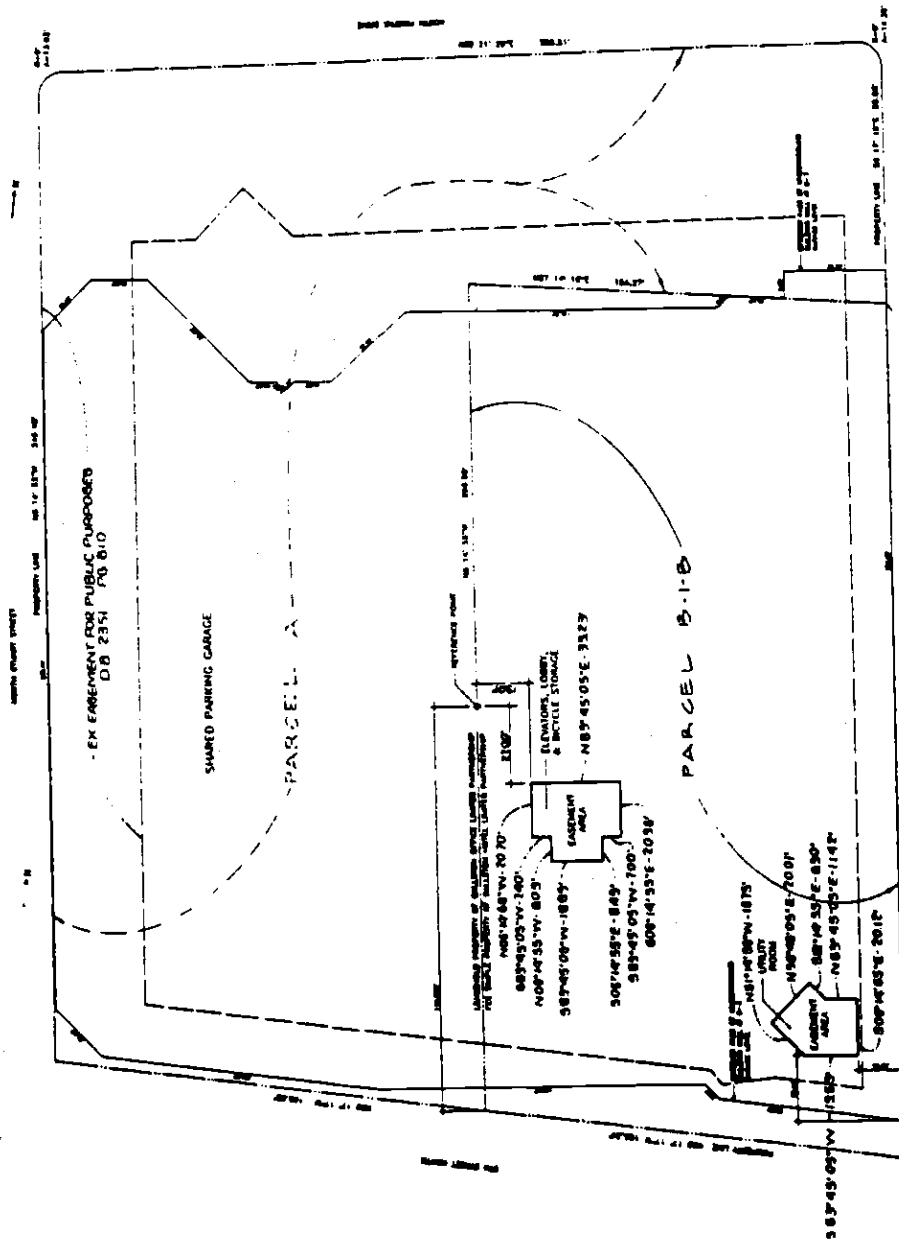


PROJECTS THE SMITH WILLIAMS GROUP 1800 WILSON AVENUE WASHINGTON, DC 20007 (202) 462-1000	ARCHITECTS HOLLE, LIN & SHOGREN ARCHITECTS, P.C. 3111 WASHINGTON BLVD. WASHINGTON, DC 20007 (202) 462-1000	DATE: 01/14/04 G-2 GARAGE LEVEL PLAN EASEMENT PLAT	ALTAVISTA CONDOMINIUM BLOCK 1 PARCELS A, B, C SEE SHEET 3
--	--	---	--

CONSTRUCTION NOTES:
 1. SEE SHEET 1 FOR ALL NOTES TO THE CONDOMINIUM PLAN AND ALL NOTES TO THE CONDOMINIUM PLAN AND ALL NOTES TO THE CONDOMINIUM PLAN.

PLAT NUMBER:
 ALTAVISTA CONDOMINIUM
 AND VARIOUS EASEMENT AGREEMENTS
 WHICH ARE IDENTIFIED AND LOCATED WITHIN
 PARCEL B-1-B
 BLOCK 1
 CENTER BALLSTON
 AS SHOWN
 WASHINGTON COUNTY, VIRGINIA
 SCALE: 1" = 20' DATE: 01/14/04

BOOK 2419
 PP 245 - 250



ARCHITECTS
THE SMITH-WILLIAMS GROUP
 1400 Capital Building
 1400 Capital Building
 1400 Capital Building
 1400 Capital Building

ARCHITECTS
HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 1400 Capital Building
 1400 Capital Building
 1400 Capital Building

LEVEL
G-3 GARAGE LEVEL
 PLAN
 EASEMENT PLAT

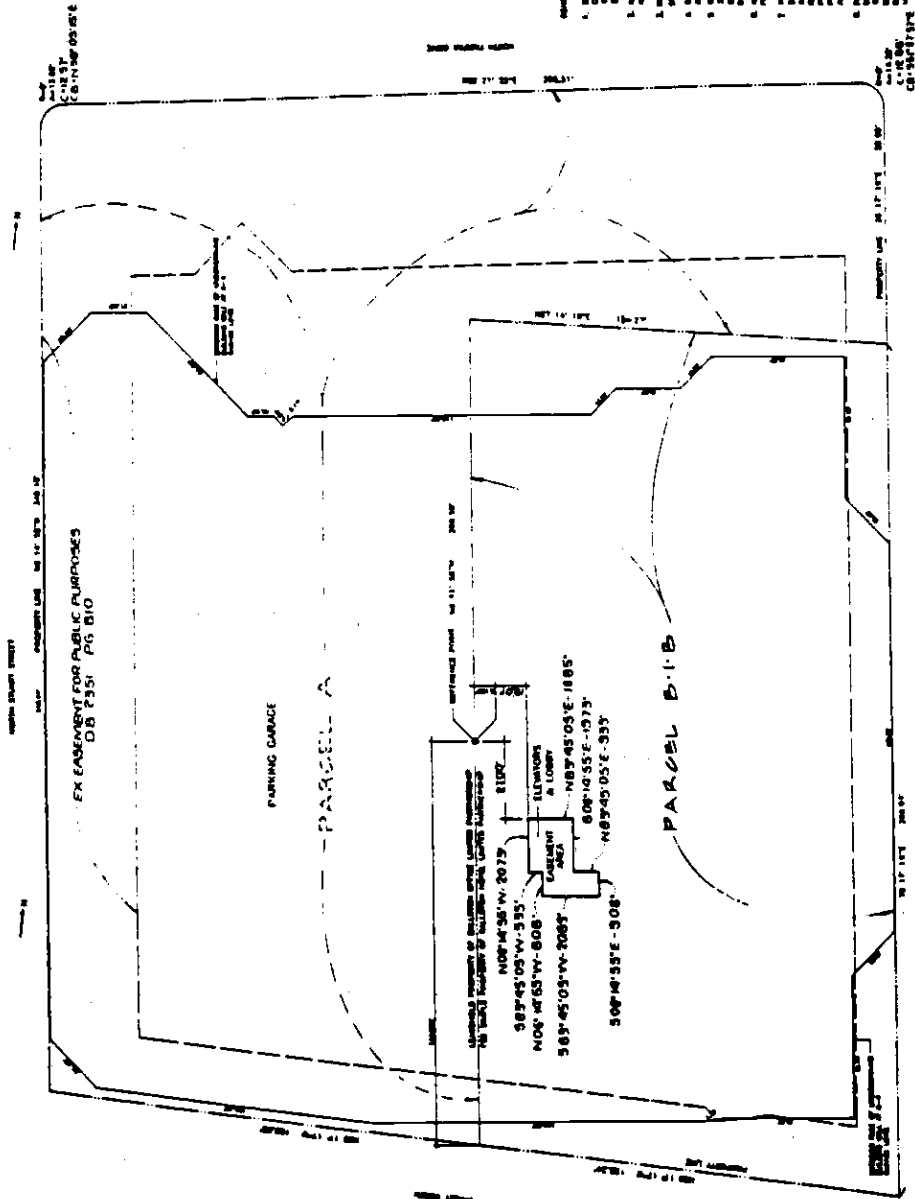
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98	AS SHOWN	11/11/11
99	AS SHOWN	11/11/11
100	AS SHOWN	11/11/11

SCALE: 1" = 32'
 DATE: 11/11/11

PLAT NUMBER
ALTAVISTA CONDOMINIUM
 AND PUBLIC PRIVATE GARAGES
 WHICH ARE SHOWN ON THIS PLAT WITHIN
 PARCEL B-1-B
 BLOCK 1
CENTER BALLSTON
 D.B. 2351 P.O. 810
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' DATE: 11/11/11

BOOK 2419
 PP 239 - 244

EXHIBIT D



THE SMITH WILLIAMS GROUP
 1908 LYNDA ROAD
 WASHINGTON, D.C. 20006
 (202) 331-1000

HOLLE, LIM & SHOGREN ARCHITECTS, P.C.
 815 15th Street, N.W.
 Washington, D.C. 20004
 (202) 462-1100

G-4 GARAGE LEVEL EASEMENT PLAN
ALTAVISTA CONDOMINIUM

NO.	DESCRIPTION	DATE
1	AS SHOWN ON PLAT	02/28/2000
2	AS SHOWN ON PLAT	02/28/2000
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4	AS SHOWN ON PLAT	02/28/2000
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98	AS SHOWN ON PLAT	02/28/2000
99	AS SHOWN ON PLAT	02/28/2000
100	AS SHOWN ON PLAT	02/28/2000

ALTAVISTA CONDOMINIUM
 PARCEL B-1-B
 CENTER BALLSTON
 815 15th Street, N.W.
 WASHINGTON, D.C. 20004
 DATE: 11-1-99 SCALE: 3/4"=1'-0"

BOOK 2419
 PP 233 - 238



CERTIFICATION OF PLANS
 I, JOHN T. MCDONOUGH, A DULY LICENSED LAND SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY CERTIFY THAT THE PLAT LABELED EXHIBIT D SUBMITTED TO THE DEPARTMENT OF DISTRICT PLANNING AND CONSTRUCTION, 55 7th Street, N.W., WASHINGTON, D.C. 20004, FOR RECORDATION HEREON ARE SUBSTANTIALLY COMPLETED.
 DATE: FEBRUARY 27th, 2000

ARCHITECTS - DORRIS & DAVIS
 ARCHITECTS - 810 15th Street, N.W., WASHINGTON, D.C. 20004

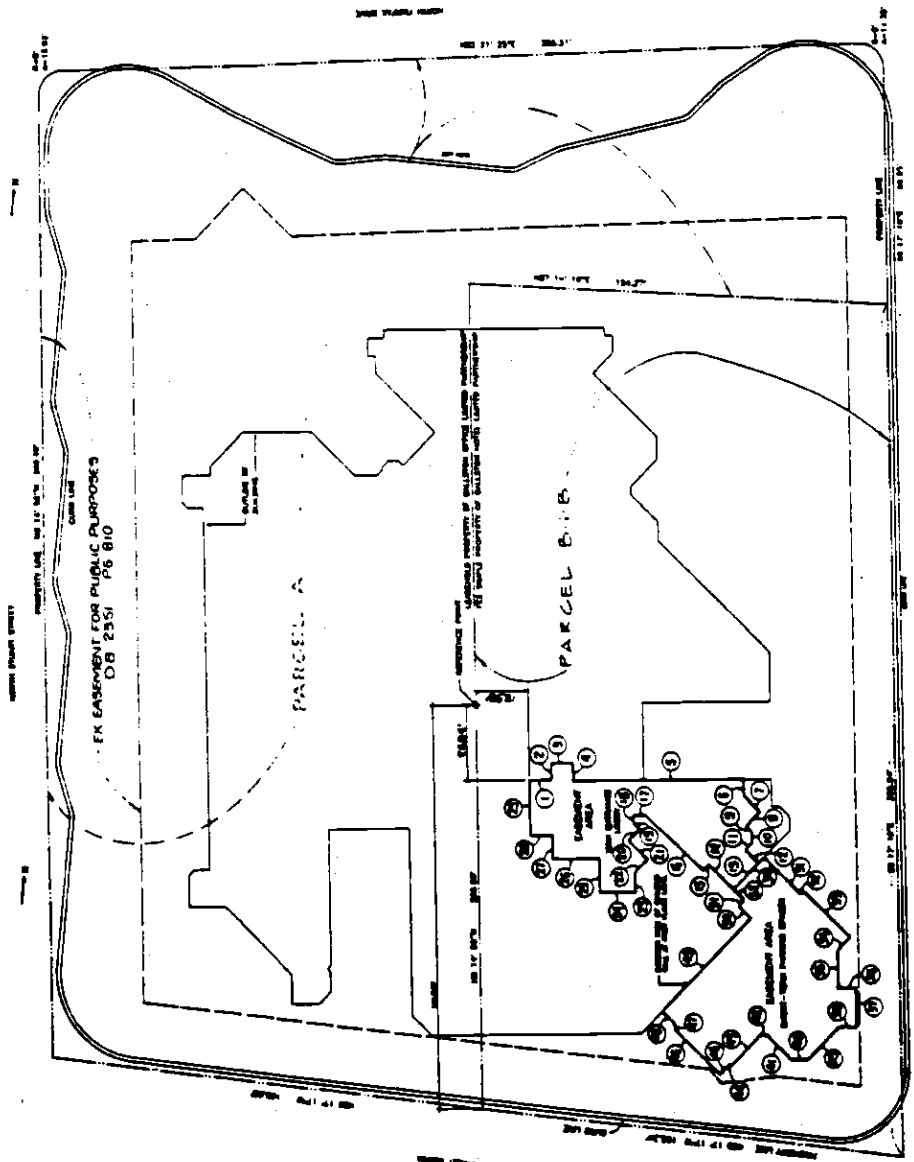
THE SMITH WILLIAMS GROUP
 3000 Capital Center
 Suite 1000
 1111 17th Street, N.W.
 Atlanta, Georgia 30339
 (404) 525-8200

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 1120 Northpark Drive
 Atlanta, Georgia 30328
 (404) 252-1100

FIRST FLOOR PLAN EASEMENT PLAT

ALTAVISTA CONDOMINIUM

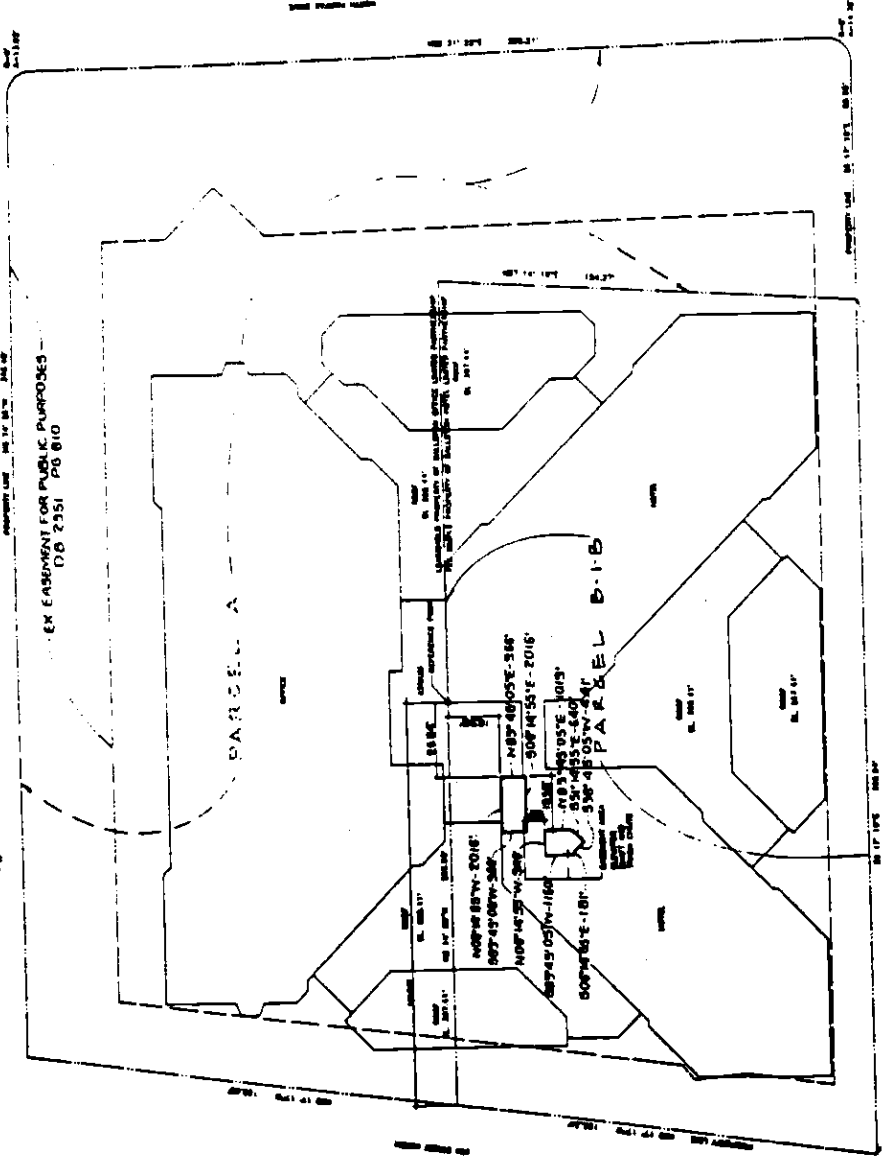
PLAT NUMBER
ALTAVISTA CONDOMINIUM
AND VARIOUS PRIVATE EASEMENTS
WHICH ARE SUBMITTED LAND LOCATED WITHIN
PARCEL B-1-B
BLOCK 1
CENTER BALLSTON
 P.O. BOX 160
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' DATE: 3/3/99



- | | |
|----|---------------------|
| 1 | N87°43'05"E - 1.1' |
| 2 | N00°14'05"W - 5.8' |
| 3 | N87°43'05"E - 7.9' |
| 4 | S00°14'55"E - 6.0' |
| 5 | N87°43'05"E - 8.9' |
| 6 | S00°14'55"E - 8.0' |
| 7 | S85°44'53"E - 8.0' |
| 8 | S30°45'08"W - 7.8' |
| 9 | S5°14'55"E - 2.3' |
| 10 | S00°14'55"E - 4.2' |
| 11 | S30°45'08"W - 3.5' |
| 12 | S5°14'55"E - 6.7' |
| 13 | S30°45'08"W - 13.2' |
| 14 | N5°14'55"W - 12.5' |
| 15 | S30°45'08"W - 8.3' |
| 16 | N3°14'05"W - 7.0' |
| 17 | S87°43'05"W - 4.4' |
| 18 | S00°14'55"E - 2.5' |
| 19 | S30°45'08"W - 8.9' |
| 20 | S5°14'55"E - 3.7' |
| 21 | S30°45'08"W - 6.8' |
| 22 | S00°14'55"E - 7.8' |
| 23 | S87°43'05"W - 12.5' |
| 24 | N00°14'55"W - 12.5' |
| 25 | S87°43'05"W - 17.0' |
| 26 | N00°14'55"W - 8.7' |
| 27 | S87°43'05"W - 8.5' |
| 28 | N00°14'55"W - 10.1' |
| 29 | N30°44'08"E - 14.1' |
| 30 | S1°14'55"E - 10.5' |
| 31 | N87°43'05"E - 2.1' |
| 32 | N65°45'08"E - 2.6' |
| 33 | S30°45'08"W - 1.3' |
| 34 | S00°14'55"E - 1.6' |
| 35 | N87°43'05"E - 8.9' |
| 36 | S30°45'08"W - 4.5' |
| 37 | S00°14'55"W - 6.1' |
| 38 | S30°45'08"W - 6.1' |
| 39 | S87°43'05"W - 8.5' |
| 40 | N57°14'53"W - 10.2' |
| 41 | S87°43'05"W - 2.3' |
| 42 | S30°45'08"W - 15.4' |
| 43 | N57°14'53"W - 0.8' |
| 44 | S30°45'08"W - 4.2' |
| 45 | N57°14'53"W - 2.7' |
| 46 | N00°14'55"W - 8.1' |
| 47 | N57°14'53"W - 3.4' |
| 48 | N30°45'08"E - 4.7' |
| 49 | N57°14'53"W - 6.1' |
| 50 | N30°45'08"E - 2.6' |
| 51 | N57°14'53"W - 5.1' |
| 52 | N57°14'53"W - 5.1' |

BOOK 2419
 PP 257 - 262

EXHIBIT D



EX EASEMENT FOR PUBLIC PURPOSES
 0.0 2351 PG 810

THE SMITH/WILLIAMS GROUP
 1000 COMMERCE STREET, SUITE 1000
 BALTIMORE, MD 21202

HOLLE LIN & SHOGREN ARCHITECTS, P.C.
 1100 BROADWAY, SUITE 1100
 BALTIMORE, MD 21202

TYPICAL HOTEL AND OFFICE FLOOR PLAN EASEMENT PLAT

ALTAVISTA CONDOMINIUM

NO.	DESCRIPTION	ACRES
1
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100

PLAT INFORMATION
 ALTAVISTA CONDOMINIUM
 AND VARIOUS PRIVATE EASEMENTS
 WHICH ARE SUBMITTED AND LOCATED WITHIN
 PARCEL B-1-B
 BLOCK 1
 CENTER BALLSTON
 PG 232
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 31' DAT: 2.9.98

BOOK 2419
 PP 269 - 274

EXHIBIT D

ARCHITECTS
THE SMITH WILLIAMS GROUP
 1425 AVENUE BOWEN
 WEST LOS ANGELES, CALIFORNIA 90024
 (310) 716-1011

ARCHITECTS
HOLLE, LIN & SHOOREN ARCHITECTS, P.C.
 5118 WASHINGTON BLVD.
 WASHINGTON, DC 20015
 (202) 992-1100

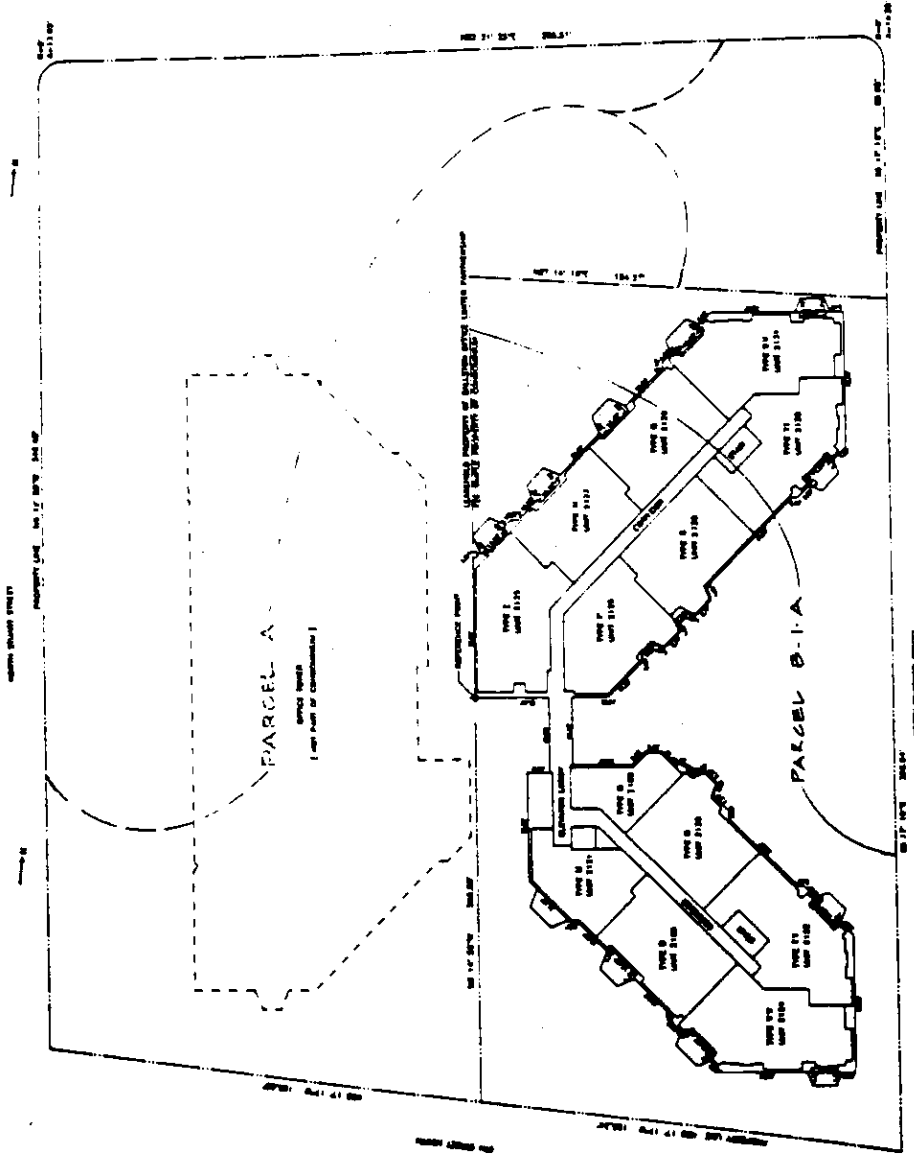
SHEET TITLE
PLAN SHOWING TYPICAL AND ATYPICAL UNITS CONDOMINIUM FLOOR 21

ALTAVISTA CONDOMINIUM

NO.	DATE	REVISIONS
1	1/10/08	ISSUED FOR PERMIT
2	1/10/08	ISSUED FOR PERMIT
3	1/10/08	ISSUED FOR PERMIT

PLAN NUMBER
ALTAVISTA CONDOMINIUM
 SUBMITTED LUMP SUMMER OPTION
 PARCEL B-1-A
 BLOCK 11
CENTER BALLSTON
 909 3303
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' DATE: 2/20/08

EXHIBIT E



BOOK 2419
 PP 287 - 292

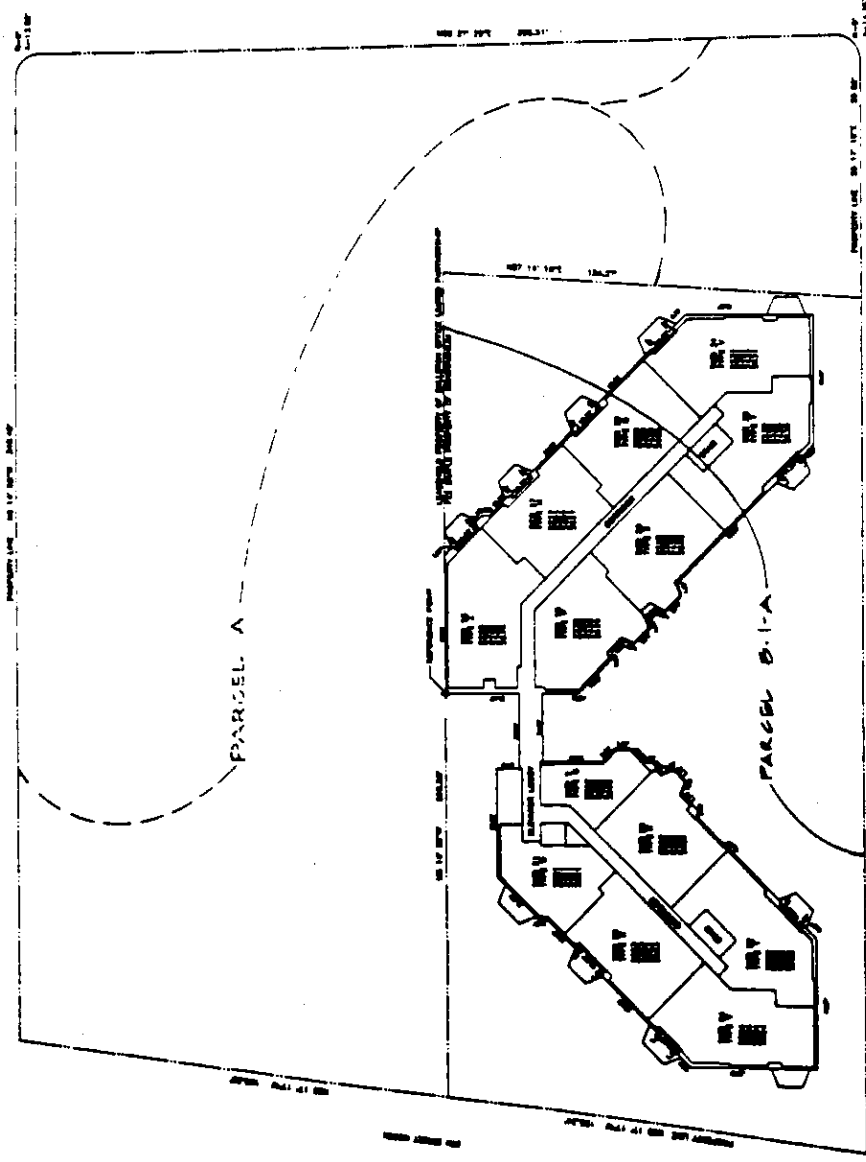
ARCHITECTS
THE SMITH/WILLIAMS GROUP
 1400 BRIDGE AVENUE
 FLOOR 1000, BALISTON, VIRGINIA 22202

HOLLE, LIM & SHOGREN ARCHITECTS, P.C.
 1100 COMMONWEALTH BLVD
 ARLINGTON, VA 22202
 (703) 261-1100

SHEET NO. 4
 PLAN SHOWING TYPICAL UNITS
 CONDOMINIUM FLOORS
 22 THROUGH 25

ALTAVISTA CONDOMINIUM

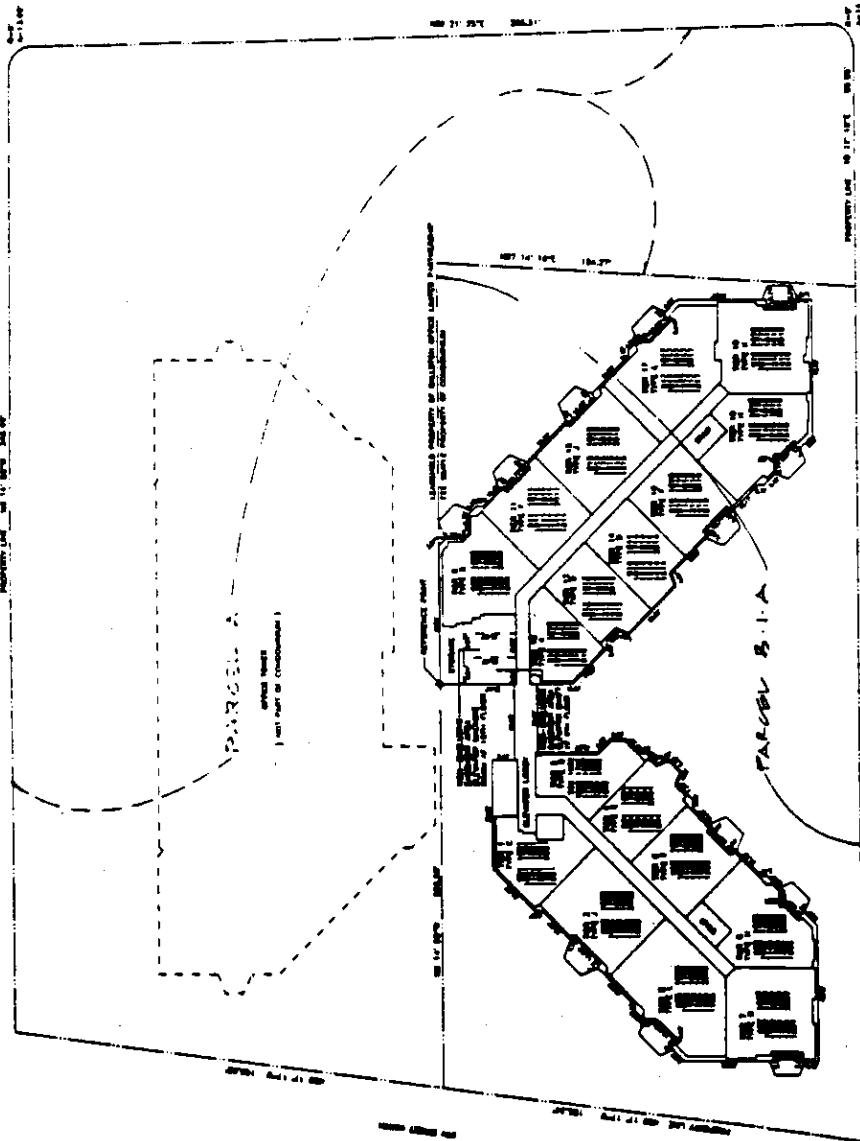
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7	REVISION	
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22	REVISION	
23	REVISION	
24	REVISION	
25	REVISION	
26	REVISION	
27	REVISION	
28	REVISION	
29	REVISION	
30	REVISION	



PLAN SHEET
ALTAVISTA CONDOMINIUM
 SUBMITTED LUMP SUMMED WITHIN
 PARCEL B-1-A
 BLOCK 1
CENTER BALISTON
 P.O. BOX 100
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' DATE: 10/15/00

BOOK 2419
 PP 293 - 298

EXHIBIT E



ARCHITECT
THE SMITH/WILLIAMS GROUP
 1300 LINDSEY PARK
 WEST LANE SUITE 200 FARMINGTON HILLS
 (248) 850-5000

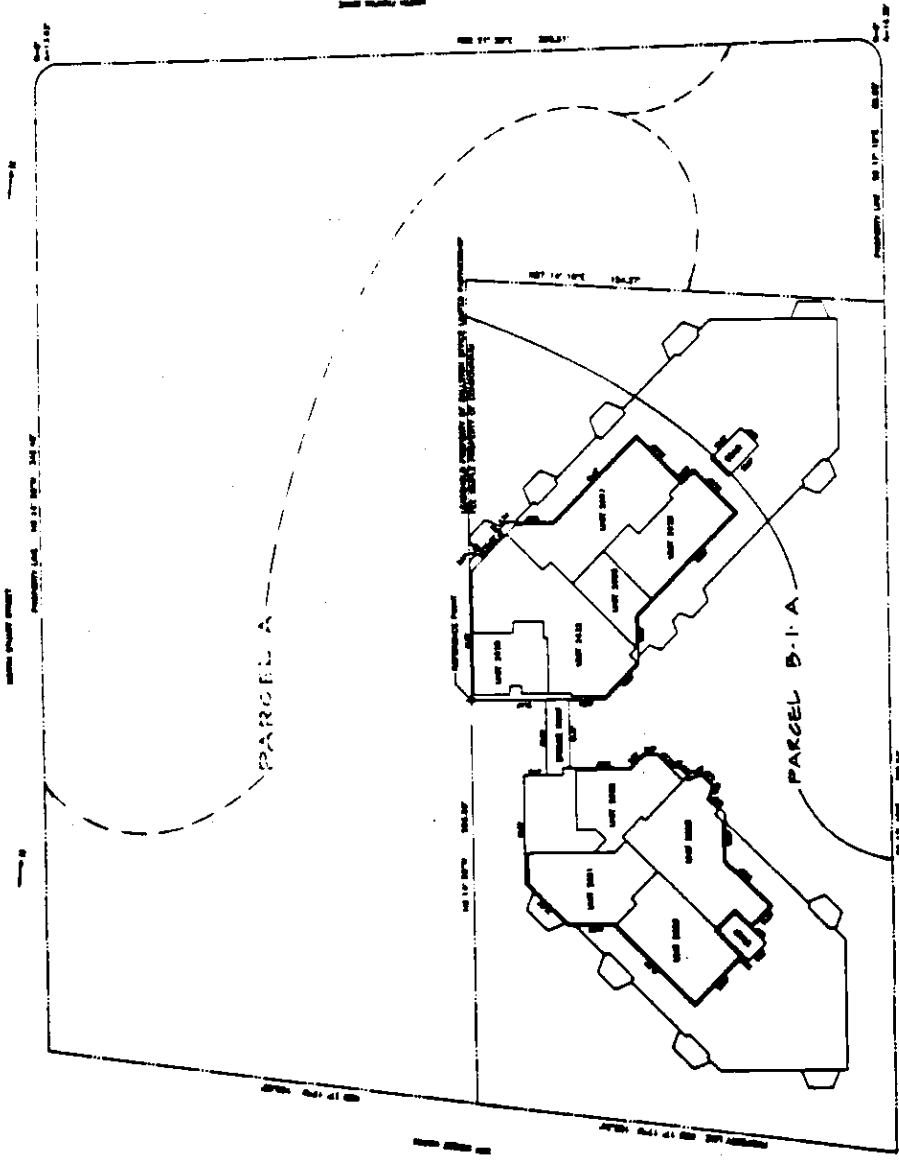
ARCHITECTS, P.C.
HOLLE, LIM & SHOGREN
 5110 BROADWAY BLVD
 SUITE 1000
 (913) 851-1100

SHEET NO. 2
 PLAN SHOWING TYPICAL UNITS
 CONDOMINIUM FLOORS
 9 THROUGH 20
 AND EASEMENT PLAT
 ALTAVISTA CONDOMINIUM

NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	10/15/00
2	ISSUED FOR PERMIT	10/15/00
3	ISSUED FOR PERMIT	10/15/00
4	ISSUED FOR PERMIT	10/15/00
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98	ISSUED FOR PERMIT	10/15/00
99	ISSUED FOR PERMIT	10/15/00
100	ISSUED FOR PERMIT	10/15/00

PLAN NUMBER
ALTAVISTA CONDOMINIUM
 SUBMITTED UNDER LICENSE NUMBER
 PARCEL B-1-A
 BLOCK 1
CENTER BALLSTON
 900 2ND ST. NW
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 31' DATE: 3/25/00

BOOK 2419
 PP 281 - 286



ARCHITECTS
THE SMITH/WILLIAMS GROUP
 1000 CENTER AVENUE
 SUITE 1000
 ATLANTA, GEORGIA 30309

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 1105 N. BROADWAY
 SUITE 1100
 ATLANTA, GEORGIA 30309

PLAN SHOWING TYPICAL UNITS CONDOMINIUM FLOOR 27

ALTAVISTA CONDOMINIUM

NO.	DESCRIPTION	AREA
1	UNIT 1001	
2	UNIT 1002	
3	UNIT 1003	
4	UNIT 1004	
5	UNIT 1005	
6	UNIT 1006	
7	UNIT 1007	
8	UNIT 1008	
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97	UNIT 1097	
98	UNIT 1098	
99	UNIT 1099	
100	UNIT 1100	

PLAN SHEET
ALTAVISTA CONDOMINIUM
 SUBMITTED WITH LICENSED ARCHITECT
PARCEL B-1-A
BLOCK 1
CENTER BALLSTON
 A.S. 2005
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 30' DATE: 07/10/08

EXHIBIT E

BOOK 2419
 PP 305 - 310

ARCHITECTS
THE SMITH WILLIAMS GROUP
 1000 CAPITAL AVENUE
 SUITE 1000, ATLANTA, GEORGIA 30309
 (404) 525-1000

ARCHITECTS
HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 3100 BUCKLEUP DRIVE
 SUITE 1000, ATLANTA, GEORGIA 30309
 (404) 525-1100

SHEET NO. 7
ROOF PLAN

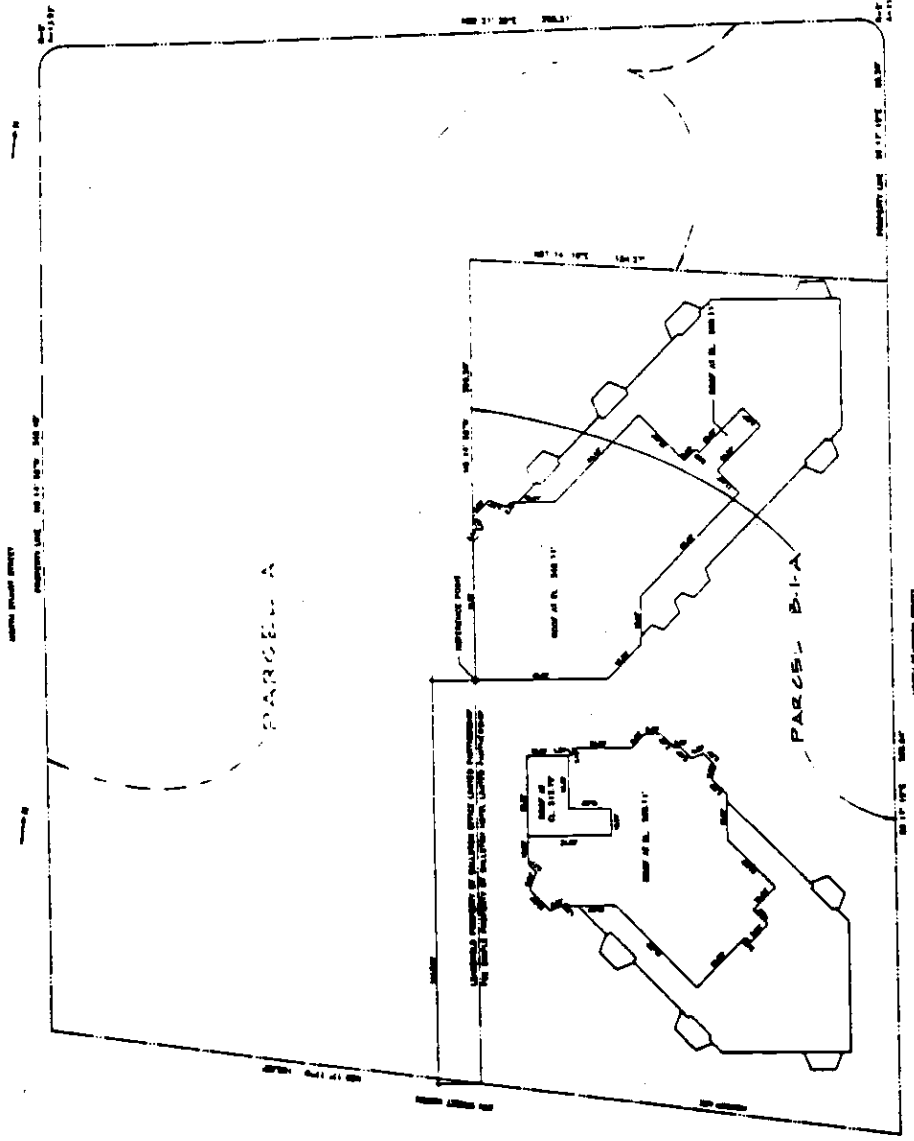
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3	ISSUED FOR RECORDS	11/15/00
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5	ISSUED FOR RECORDS	11/15/00
6	ISSUED FOR RECORDS	11/15/00
7	ISSUED FOR RECORDS	11/15/00

SCALE: AS SHOWN
 SHEET NO. 7

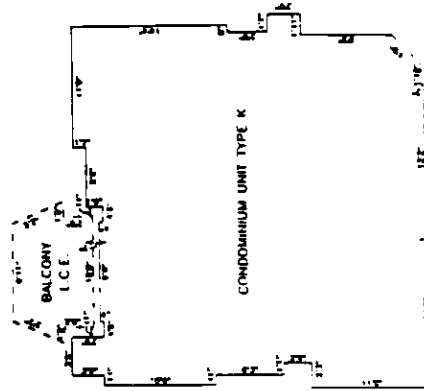
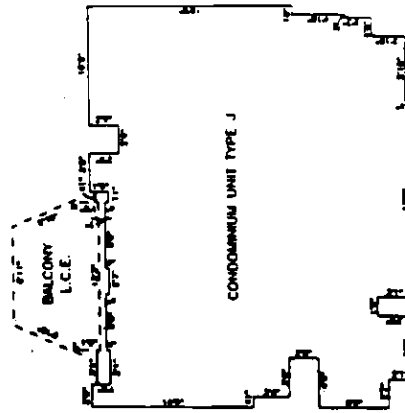
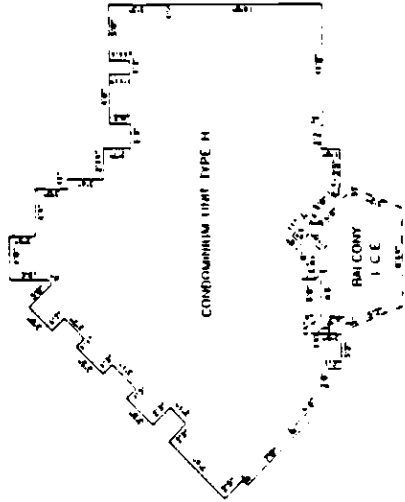
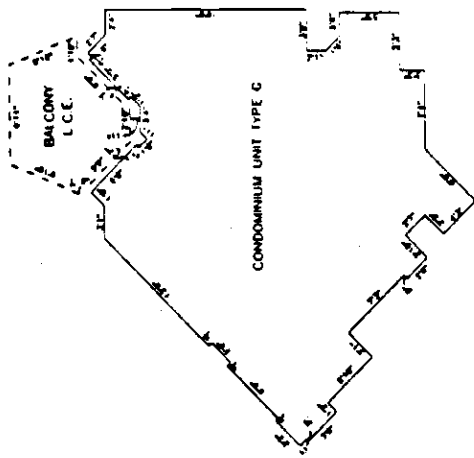
- NOTES:
1. REFER TO ALL OTHER SHEETS AND SPECIFICATIONS FOR COMPLETE INFORMATION.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS AND AS SPECIFIED IN THE SPECIFICATIONS.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

PROJECT LOCATION
ALTAVISTA CONDOMINIUM
 3100 BUCKLEUP DRIVE
 ATLANTA, GEORGIA 30309
 PARCELS B-1-A
 BLOCK 1
CENTER BALLSTON
 3100 BUCKLEUP DRIVE
 ATLANTA, GEORGIA 30309
 PLAT: 1-0-01 SHEET: 3-15-98

EXHIBIT E



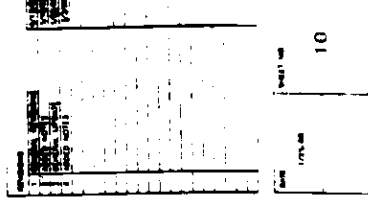
BOOK 2419
 PP 311 - 316



THE SMITH, WILLIAMS GROUP
 1400 GORDON STREET, SUITE 1000
 ATLANTA, GEORGIA 30309

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 8128 WOODBRIDGE ROAD
 SUITE 100
 ATLANTA, GEORGIA 30328

TYPICAL CONDOMINIUM UNIT TYPES
 ALTAVISTA CONDOMINIUM

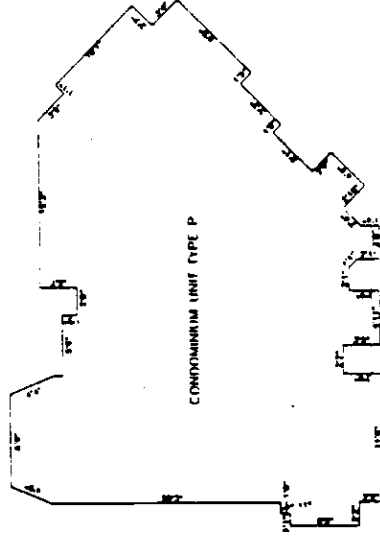
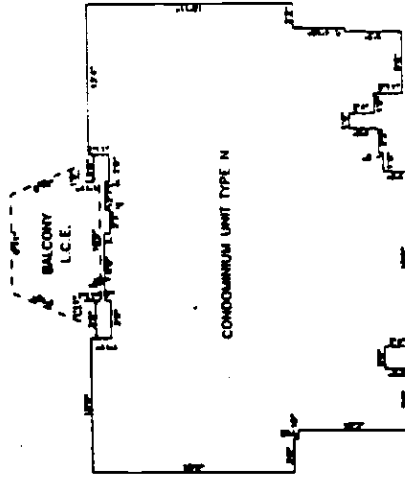
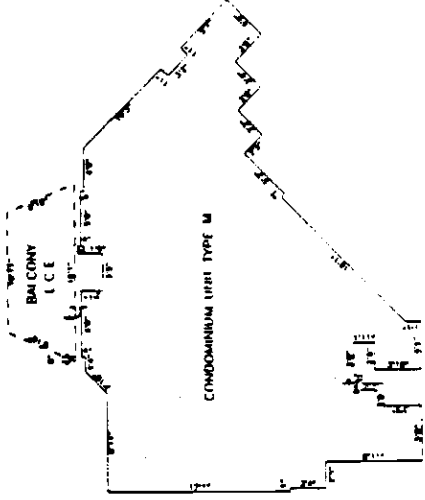
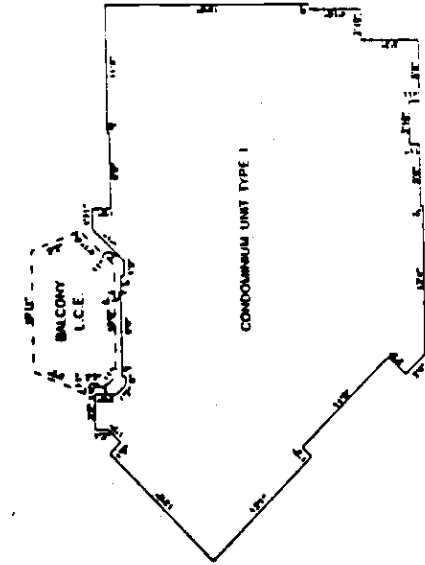


PLAT NUMBER
 ALTAVISTA CONDOMINIUM
 SUBMITTER NAME LOCATED WITHIN
 PARCEL P-1-A
 BLOCK 1
 CENTER BALLSTON
 99 BALLSTON AVENUE, N.W.
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 32' SHOWN: 2/2/96

BOOK 2419
 PP 329 - 334

Altavista

AT BALLSTON METRO CENTER



THE SMITH WILLIAMS GROUP
1400 GLENN DRIVE
ARLINGTON, VA 22202
(703) 278-2821

HOLE, LIN & SHOGREN ARCHITECTS, P.C.
1125 BROADWAY, SUITE 1100
ARLINGTON, VA 22202
(703) 248-1100

TYPICAL CONDOMINIUM UNIT TYPES

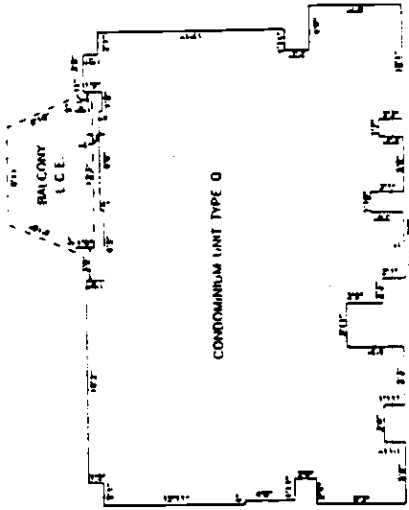
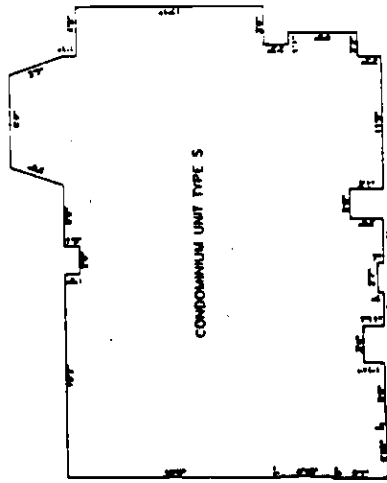
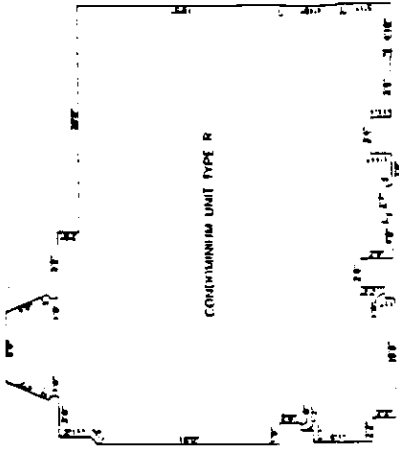
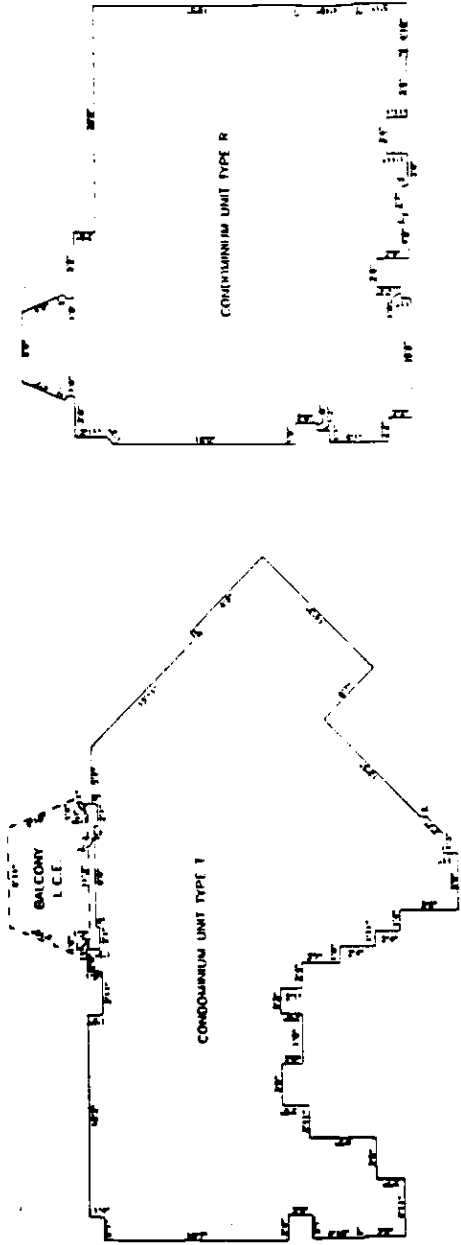
ALTAVISTA CONDOMINIUM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	1/28/99
2	REVISIONS	
3		
4		
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PLAN NUMBER
ALTAVISTA CONDOMINIUM
SUBMITTER LINDA LUCARELLI
PARCEL B-1-A
BLOCK 1
CENTER BALLSTON
88, 88A
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 32' DATE: 5.13.99

BOOK 2419
PP 335 - 340

EXHIBIT E

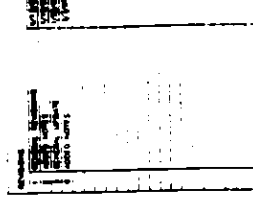


THE SMITH WILLIAMS GROUP
1000 LEXINGTON AVENUE
SUITE 1000
ATLANTA, GEORGIA 30303
(404) 525-7000

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
1100 LEXINGTON AVENUE
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(404) 525-7000

SCALE: 1/8" = 1'-0"
TYPICAL CONDOMINIUM UNIT TYPES

ATLAVISTA CONDOMINIUM



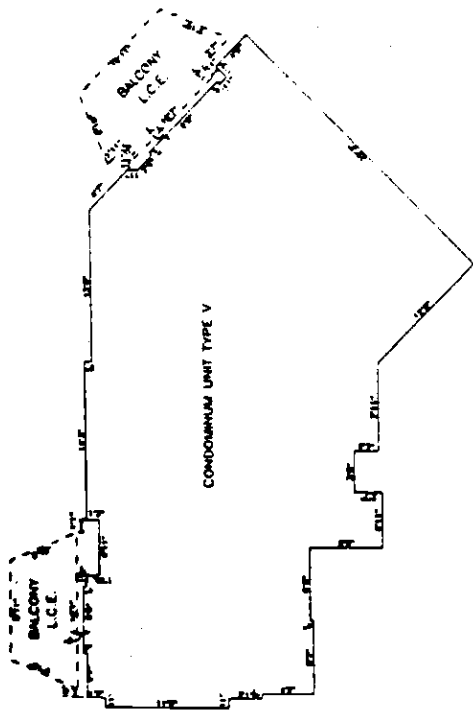
DATE: 11/20/00
SHEET NO.: 12

PLAN NUMBER:
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SUBMITTED UNDER 100-110-0000
PARCEL: B-1-A
BLOCK: 1
CENTER BALLSTON
ATLANTA, GA
DEKALB COUNTY, GEORGIA
SCALE: 1/8" = 1'-0" DATE: 11/20/00

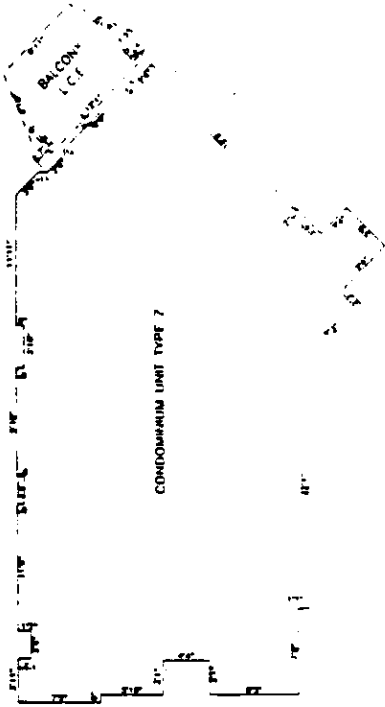
BOOK 2419
PP 341 - 346

Altavista

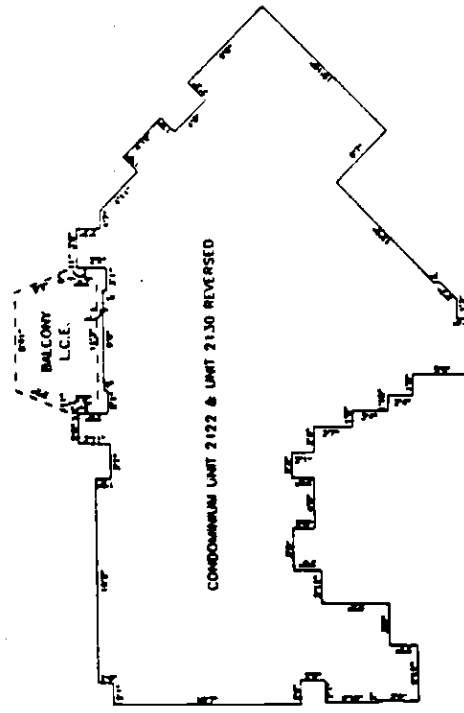
AT BALLESTON METRO CENTER



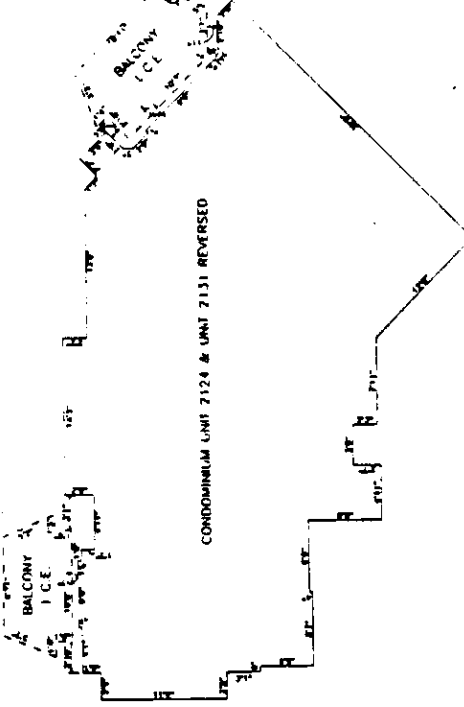
CONDOMINIUM UNIT TYPE V



CONDOMINIUM UNIT TYPE 7



CONDOMINIUM UNIT 2122 & UNIT 2130 REVERSED



CONDOMINIUM UNIT 2124 & UNIT 2131 REVERSED

<p>DESIGNED BY THE SMITH WILLIAMS GROUP 1000 COMMONWEALTH AVENUE, SUITE 1000 ARLINGTON, VA 22202 (703) 261-1000</p>	<p>ARCHITECT HOLLE, LIN & SHOGREN ARCHITECTS, P.C. 1110 COMMONWEALTH AVENUE, SUITE 1000 ARLINGTON, VA 22202 (703) 261-1100</p>	<p>DATE: 08/14/08</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO.: 13</p>
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PLAN NUMBER:
ALTAVISTA CONDOMINIUM
SUBMITTED LAMB RECORDS WITH:
PARCEL B-1-A
BLOCK 1
CENTER BALLESTON
88 282 PC 1st
ARLINGTON COUNTY, VIRGINIA
SCAT 1 - 31 UNIT 2130

BOOK 2419
PP 347 - 352

BYLAWS
OF
BALLSTON METRO CENTER MUTUAL

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act (the "Act"). Definitions and other interpretive provisions set forth in Article 1 of the Declaration for Ballston Metro Center and in Article 2 of the Articles of Incorporation for Ballston Metro Center Mutual (the "Articles of Incorporation") are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF THE MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the members shall be held, not later than the first anniversary of the incorporation of the Mutual, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the members shall be held on weekdays (other than days recognized as legal holidays by the Commonwealth of Virginia) at least thirty days before the beginning of each fiscal year at such time and place as may be fixed from time to time by resolutions of the Board.

Section 2.2. Special Meetings. The Mutual shall hold a special meeting of the members: (1) upon the request of the President; (2) if so directed by a resolution of the Board of Directors; or (3) upon a petition signed by two or more of the members. Such request, resolution or petition must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such request, resolution or petition shall be transacted at the special meeting.

Section 2.3. Notice of Meetings.

(a) Written notice stating the time and place of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary to each member not less than ten nor more than sixty days before the date of the meeting. The giving of notice in the manner provided in this Section and Article 10 hereof shall be considered service of notice.

(b) Notwithstanding the provisions of subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution shall be given in the manner provided above not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution. Any such amendment, plan of merger or consolidation or dissolution shall not be effective unless notice of such matter is provided in accordance with this subsection.

Section 2.4. Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the members, a waiver thereof in writing signed by a member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that member, and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Mutual's records.

(b) A member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the members if members entitled to cast at least two votes are present, in person or by proxy, at the beginning of such meeting. Once a member is present at a meeting such member is deemed present for quorum purposes for the remainder of the meeting and for the resumption of that meeting following any recess or adjournment unless a new Record Date is set by the Board of Directors. If at any meeting of the Mutual a quorum is not present, the Member present at such meeting in person or by proxy may recess or adjourn the meeting to a specified time and place not more than forty-eight hours after the time the original meeting was called, whereupon the Secretary shall

announce that time and place at the meeting and make other reasonable efforts to notify all members of such time and place.

Section 2.6. Order of Proceedings. Unless otherwise specified in the notice of the meeting, the order of the proceedings at all meetings of the members shall be as follows: (1) proof of notice of meeting; (2) reports of officers; (3) report of the Board of Directors; (4) reports of committees; (5) election of Directors (if appropriate), (6) unfinished business; and (7) new business.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the members. The Secretary shall keep the minutes of the meetings and record all resolutions adopted and proceedings occurring. The President may appoint a parliamentarian at any meeting of the members. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the members when not in conflict with the Act or the Mutual Documents.

Section 2.8. Record Date to Determine Members; List of Members. The date for determining which Persons are members and therefore entitled to notice of a meeting of the members ("Record Date") shall be the close of business on the day before the effective date of the notice to the members of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than sixty-one days before the date of the meeting or other action requiring a determination of the members. At least ten days before each meeting, the Secretary shall make a complete list of members, with the address of each, available for review by the members before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof and delivered to the Secretary for inclusion in the minutes or filing with the Mutual's records. Such consent shall have the same force and effect as a unanimous vote of the members entitled to vote.

Section 2.10. Attendance at Meetings. Any member may designate from time to time not more than three individuals who may attend and speak on behalf of that member at meetings of the members. The Board of Directors may adopt resolutions from time to time authorizing other persons to attend such meetings.

ARTICLE 3

MEMBERSHIP AND VOTING

Section 3.1. Membership and Voting Rights. The members of the Mutual and their classes and voting rights in the Mutual shall be as set forth in Article 4 of the Articles of Incorporation.

Section 3.2. Additional Provisions Governing Voting.

(a) Multiple-Person Owners. Since a member may be more than one Person, if only one of such Persons is present at a meeting of the members, that Person shall be entitled to cast that member's vote. If more than one of such Persons is present, the vote appertaining to that member shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that member without protest being made forthwith to the Person presiding over the meeting by any of the other Persons constituting such member.

(c) Voting Certificate. If a member is not a natural person, its vote may be cast by any natural person authorized by that member. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of that member and filed with the Secretary together with a copy of the authorization; provided, however, that any vote cast by a natural person on behalf of a member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting of the members at which the vote was cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of a member is required by the Mutual Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of that member at any meeting of the Mutual.

Section 3.3. Manner of Voting. Voting at meetings of the members shall be by voice vote or a show of hands unless any member entitled to vote that is present, in person or by proxy, requests a vote by written ballots indicating the name of the member voting and the name of the proxy of such ballot if cast by a proxy.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Proxies shall in writing, shall be dated, shall be signed by the member or a Person authorized by the member (or in cases where the member is more than one Person, by or on behalf of all such Persons), shall be valid for eleven months unless a

longer time period is provided in the proxy, and shall be filed with the Secretary. A proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the member.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Mutual shall be managed by the Board of Directors elected in accordance with and for the terms of office set forth in Section 5.1 of the Articles of Incorporation. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Mutual and may do all such acts and things as are not required by the Act or the Mutual Documents to be exercised or done by the members. The Board may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters, if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Mutual Documents or by any resolution of the members that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Mutual:

- (1) Adopt and amend reasonable Rules and Regulations governing the use, operation and Upkeep of Ballston Metro Center, including (without limitation) reasonable architectural and landscaping standards, that are not inconsistent with the Mutual Documents.
- (2) Designate, hire, dismiss and, where appropriate, compensate the personnel referred to in Article 8 hereof, purchase equipment, supplies and materials to be used by the Board of Directors or by such personnel in the performance of their duties and, to the extent provided in the Mutual Documents, provide for the Upkeep of any portion of Ballston Metro Center and provide goods and services to the members.
- (3) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the purposes of the Mutual.
- (4) Open bank accounts on behalf of the Mutual and designate the signatories thereon.
- (5) Enforce by legal means the provisions of the Mutual Documents.

(6) Pay the cost of all authorized goods and services rendered to the Mutual and not billed to the Entities or otherwise provided for in Article 4 of the Declaration.

(7) Notify a Mortgagee of any default by an Entity in paying assessments levied by the Mutual or for any other default in complying with Mutual Documents, simultaneously with the notice sent to the defaulting Entity.

(8) Adopt an annual budget and make assessments against the Entities to defray the Mutual's expenses, establish the means and methods of collecting assessments from the Entities and establish the period of the installment payment of the annual assessment for Mutual Expenses.

(9) Borrow money on behalf of the Mutual, when required for any valid purpose; provided, however, that prior written approval by two of the members shall be required to borrow any sum in excess of Ten Thousand Dollars.

(10) Do anything else not inconsistent with the Act or the Mutual Documents.

Section 4.2. Meetings of Directors.

(a) Types of Meetings. The first (organizational) meeting of the Board of Directors following each annual meeting of the members of the Mutual shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the Directors. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors; provided, however, that such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board may be called by the President, and shall be called by the President or Secretary upon the written request of at least four Directors. All meetings of the Board shall be open to individuals designated or authorized pursuant to Section 2.10 hereof as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to alleged violations of the Mutual Documents. Any final action taken by the Board in executive session shall be recorded in the minutes.

(b) Notice. Notice of meetings of the Board of Directors shall be given to each Director, personally or by mail, telegraph or telephone, orally or in writing, at least three business days prior to the day named for such meeting. Such notice shall state the time and place and, in the case of special meetings, the purpose of the meeting. No notice of the organizational meeting shall be necessary if such meeting is held immediately after the annual meeting.

(c) Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time, place and purpose of such meeting, unless such Director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person presiding over the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(d) Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the total number of Directors shall constitute a quorum for the transaction of business, and a majority vote of the Directors while a quorum is present shall constitute the decision of the Board unless provided otherwise in the Act, the Articles of Incorporation or these Bylaws. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At the resumption of any such adjourned or recessed meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice so long as a quorum is present. A Director who participates in a meeting by any means of communication by which all Directors may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

(e) Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted and proceedings occurring at the meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Mutual Documents.

Section 4.3. Action By Directors Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the Directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board.

ARTICLE 5

OFFICERS

Section 5.1. Designation and Duties of Officers. The principal Officers of the Mutual shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be appropriate. The President and Vice President shall be members of the Board of Directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Mutual Documents, and shall perform such other duties as may be assigned to such office by resolution of the Board. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board if the President fails to do so) may appoint another qualified individual to act in such Officer's stead on an interim basis. A vacancy in any office may be filled by appointment by the Board of Directors.

Section 5.2. Election of Officers. The Officers of the Mutual shall be elected annually by the Board of Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 5.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.4. President. The President shall be the chief executive officer of the Mutual preside at all meetings of the members and of the Board of Directors; have general and active direction of the business of the Mutual subject to the control of the Board; see to the execution of the resolutions of the Mutual and the Board; see that all orders and resolutions of the Board

are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 5.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 5.6. Secretary. The Secretary shall keep the minutes of all meetings of the Mutual and of the Board of Directors; have charge of such books and records as the Board may direct and as may be required by Section 13.1-932 of the Act; give or cause to be given all notices that are to be given by the Mutual or the Board; give each Entity notice of each assessment against such Entity's Parcel as soon as practicable after assessment is made; give each Entity notice and a copy of the Rules and Regulations and of each amendment thereof; maintain a register setting forth the address to which all notices to Entities are to be sent; make it possible for any Entity to inspect and copy at reasonable times and by appointment the records of the Mutual to the extent contemplated by Article 9 of these Bylaws; and, in general, perform all the duties incident to the office of Secretary.

Section 5.7. Treasurer. The Treasurer shall be responsible for the Mutual's funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data and Estoppel Certificates as contemplated by Section 6.3 of the Declaration; deposit all monies received in the name of the Mutual in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer.

ARTICLE 6

COMMITTEES

Section 6.1. Generally. The Board of Directors may create and abolish from time to time such committees, consisting of two or more individuals as the Board may deem appropriate, to aid in the administration of the affairs of the Mutual. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair.

Section 6.2. Action by Committee Without Meeting. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting if consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the members of the committee. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

ARTICLE 7

CONTROLS, CONFLICTS AND INDEMNIFICATION

Section 7.1. Execution of Documents. Unless otherwise provided in a resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of five thousand dollars (\$5,000) shall be executed by any two individuals designated by the Board and, (2) all such instruments for expenditures or obligations of five thousand dollars (\$5,000) or less may be executed by any one individual designated by the Board.

Section 7.2. Conflicts of Interest.

(a) Rule and Exceptions. Each Director or Officer shall exercise such Director's or Officer's powers and duties in good faith and in the best interests of the Mutual. No contract or other transaction between the Mutual and any of its Directors or Officers, or between the Mutual and any corporation, firm or association (including the Entities) in which any of the Directors or Officers of the Mutual are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because of such relationship or because any such Director or Officer is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction or because such Director's or Officer's vote is counted for such purpose if either of the following conditions exist: (1) the material facts of the transaction and the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a majority of Directors entitled to vote on the transaction, but in no event may such a transaction be authorized, approved or ratified by a single Director; or (2) the contract or transaction is commercially reasonable to the Mutual in view of all the facts known to any Director or Officer

at the time such contract or transaction is authorized, ratified, approved or executed.

(b) Vote Not Counted. Any common or interested Director or Officer may be counted in determining the presence of a quorum of any meeting of the Board of Directors which authorizes, approves or ratifies any contract or transaction, but such Director's vote shall not be counted with respect to any matter as to which such Director would have a conflict of interest. Such a Director may vote, however, at the meeting to authorize any other contract or transaction.

Section 7.3. Liability and Indemnification.

(a) No Personal Liability. The Directors, Officers and members of committees shall not be liable to the Mutual or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Mutual. No member shall be liable for the contract or tort liability of the Mutual by reason of ownership or membership therein.

(b) Indemnification. The Mutual shall indemnify the Directors, Officers and members of committees to the fullest extent that it is contemplated a nonstock corporation may indemnify its directors, officers and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Mutual uses its funds for indemnification, all obtainable insurance proceeds must be obtained and applied toward such indemnification.

(c) Directors and Officers Liability Insurance. The Mutual shall have the power to purchase and maintain insurance on behalf of any individual who is or was a Director, Officer or member of a committee against any liability asserted against such individual and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Mutual would have the power to indemnify such individual against such liability under the provisions of this section. Further, the availability of the Mutual's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Mutual.

Section 7.4. Compensation of Directors and Officers. No salary or other compensation shall be paid by the Mutual to any Director or Officer of the Mutual for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by such Director or Officer of other services to the Mutual, nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a Director or Officer.

ARTICLE 8

PROFESSIONAL AND OTHER ASSISTANCE

Section 8.1. Compensation. The Board of Directors may employ, on behalf of the Mutual and at rates of compensation to be established by the Board, such attorneys, accountants, bookkeepers, engineers, consultants, support staff and other personnel as the Board may deem appropriate.

Section 8.2 Duties. Persons employed pursuant to Section 8.1 hereof shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in items (1), (2), (3), (6), (7), (8), (9), and (12) of Section 4.1 hereof. The Board may delegate to any Person any or all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in items (1), (8), (9) and (10) of Section 4.1 hereof.

Section 8.3. Standards. The Board of Directors shall impose appropriate standards of performance upon all Persons managing or maintaining the financial books, records and accounts of the Mutual. Unless otherwise resolved by the Board:

(1) the accrual method of accounting shall be employed, and expenses required by the Mutual Documents to be charged to one or more but less than all of the Entities shall be accounted for and reported separately;

(2) two or more individuals shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Mutual shall not be commingled with any other Person's accounts;

(4) no remuneration shall be accepted from vendors, independent contractors or others providing goods or services to the Mutual whether in the form of commissions, finders fees, service fees or otherwise and any discounts received shall benefit the Mutual;

(5) any financial or other interest which such Persons may have in any firm providing goods or services to the Mutual shall be disclosed promptly to the Board; and

(6) a financial report for the Mutual shall be prepared and delivered to the Board at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis; (ii) an "account activity statement" reflecting all receipt and

disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Mutual on an unaudited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing Entities that are delinquent in paying assessments and describing the status of any actions to collect such assessments.

ARTICLE 9

BOOKS AND RECORDS

Section 9.1. Maintenance. The Mutual shall keep books and records as required by Section 13.1-932 of the Act. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once a year by an auditor retained by the Board of Directors who shall not be an Entity or an employee of an Entity. The cost of such audit shall be a Mutual Expense. The Mutual shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act.

Section 9.2. Availability. The books and records of the Mutual shall be available for examination by the Entities, their attorneys and accountants, Mortgagees and authorized agents of Entities and Mortgagees during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Entities in accordance with Section 13.1-933 of the Act. The list of members required by Section 2.8 hereof shall be available for inspection for a period of ten days prior to the meeting and at the meeting. All Mortgagees and their representatives shall have the right to examine the books and records of the Mutual on the same terms and conditions as the members. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents to a member or a Mortgagee.

Section 9.3. Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to the members, and to each Mortgagee requesting the same, an itemized accounting of the Mutual Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal

year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9.4 Fiscal Year. The first fiscal year of the Mutual shall begin on the date of incorporation and end on the last day of December, 1988, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

ARTICLE 10

NOTICES

Except as provided otherwise in the Act or the Mutual Documents, all notices, demands, bills, statements or other communications contemplated by the Mutual Documents shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, pursuant to Section 13.1-810 of the Act, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a member, at the address which the member shall have designated in writing and filed with the Secretary or, if no such address is designated for a member, at the address of the Parcel of such member; (2) if to the Mutual or the Board of Directors, at the principal office of the Mutual or at such other address as shall have been designated by notice in writing to the members pursuant to this Section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Mutual. If mailed, such notice shall be effective and shall be deemed to have been given when deposited in the United States mail. If a member is more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder; otherwise, the Person receiving the notice shall have the responsibility for notifying the other Persons comprising that member.

ARTICLE 11

AMENDMENTS

These Bylaws may be amended by a majority vote of the members entitled to vote if the proposed amendment has been inserted in the notice of a meeting of the members or if all of those members are present in person or by proxy. These Bylaws may also be amended by a majority vote of the Board of Directors if the proposed amendment has been inserted in the notice of the Board meeting. The Board shall send any amendment to the members

within seven days after adoption. No amendment to these Bylaws may diminish or impair the rights of any Entity without the prior written consent of that Entity.

BALLSTON METRO CENTER

PROJECT:

THE SMITH/WILLIAMS GROUP

1000 CONGRESS AVENUE
 WASHINGTON, D.C. 20004
 (202) 462-1100

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.

9120 MOUNTAIN VIEW ROAD
 WASHINGTON, D.C. 20016
 (202) 462-1100

SHEET NO. 1

G-4 GARAGE LEVEL PLAN

NO.	DESCRIPTION
1	EXISTING STRUCTURE
2	EXISTING STRUCTURE
3	EXISTING STRUCTURE
4	EXISTING STRUCTURE
5	EXISTING STRUCTURE
6	EXISTING STRUCTURE
7	EXISTING STRUCTURE
8	EXISTING STRUCTURE
9	EXISTING STRUCTURE
10	EXISTING STRUCTURE
11	EXISTING STRUCTURE
12	EXISTING STRUCTURE
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97	EXISTING STRUCTURE
98	EXISTING STRUCTURE
99	EXISTING STRUCTURE
100	EXISTING STRUCTURE

DATE	SHEET NO.
	1

- GENERAL NOTES:**
1. OWNER OF THE GARAGE IS THE RESPONSIBILITY OF THE OWNER OF EACH BLOCK OF THE BALLSTON METRO CENTER AT ALL TIMES UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
 2. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 3. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 4. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 5. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 6. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 7. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 8. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 9. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.
 10. THE GARAGE IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE CITY OF WASHINGTON CODES.

- KEY:**
- H: DEMONSTRATE EXISTING STRUCTURE IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - C: DEMONSTRATE EXISTING STRUCTURE IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - D: DEMONSTRATE EXISTING STRUCTURE IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - P: DEMONSTRATE EXISTING STRUCTURE IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 - V: DEMONSTRATE EXISTING STRUCTURE IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

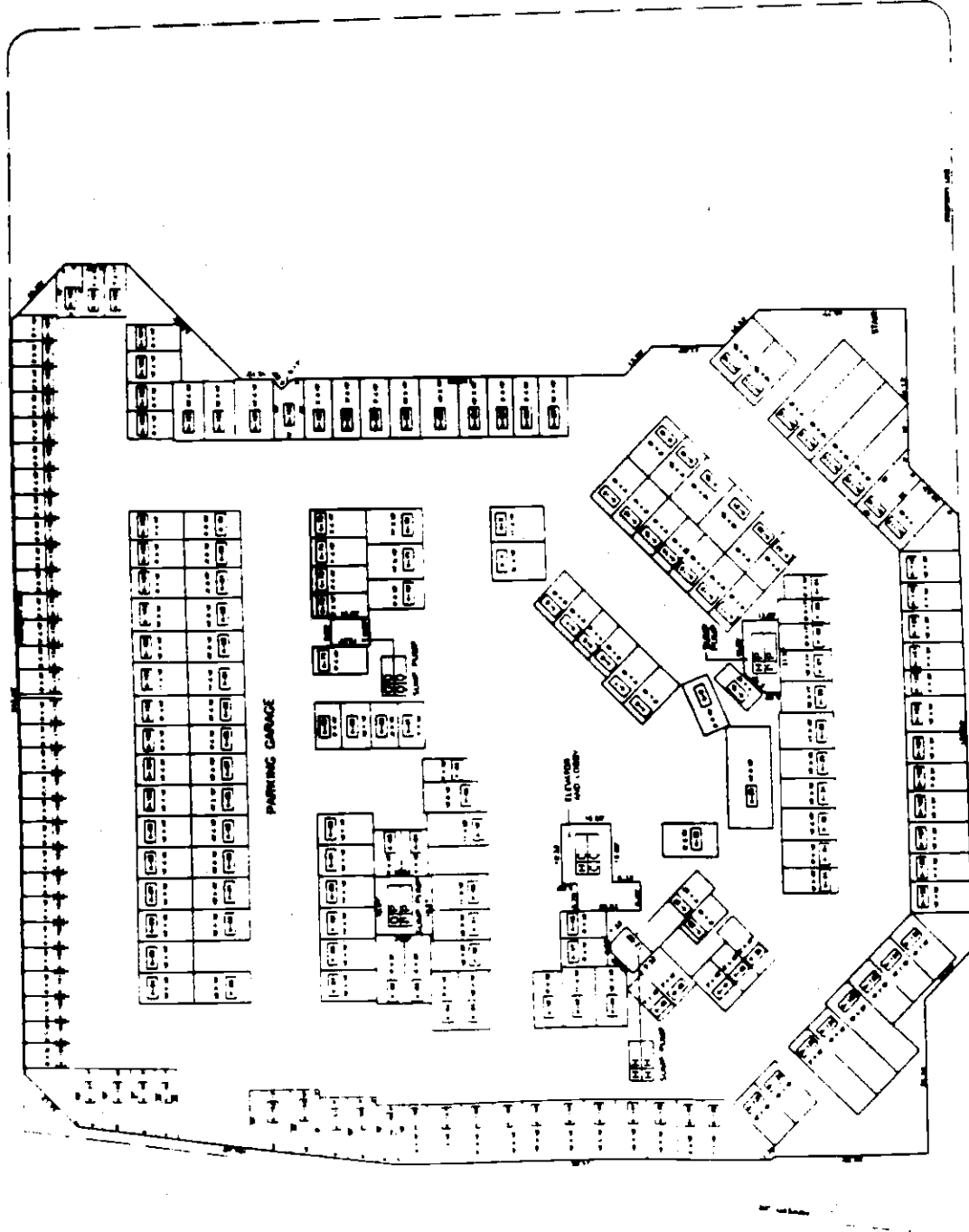


EXHIBIT E

BALLSTON METRO CENTRE

ARCHITECTS
THE SMITH/WILLIAMS GROUP

1400 COMMONWEALTH AVENUE
 SUITE 1000
 ALEXANDRIA, VA 22304
 (703) 746-0001

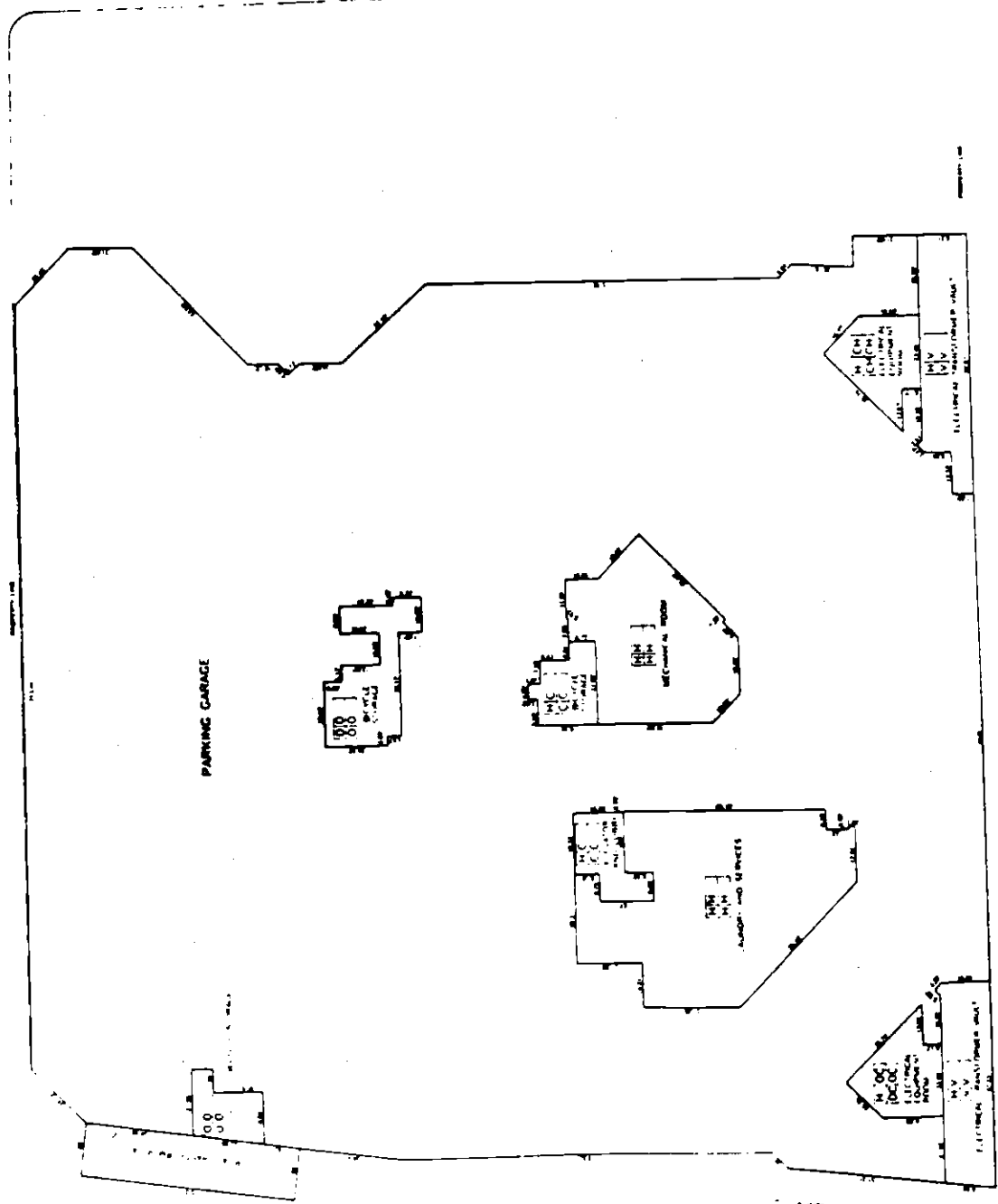
HOLLE, LIN & SHOGREN ARCHITECTS, P.C.

5120 BROADWAY BLVD
 WASHINGTON, D.C. 20016
 (202) 462-1100

SHEET NO. 1
G-2 GARAGE LEVEL PLAN

REVISIONS

DATE 3/21/00 SHEET NO. 3



- M DEWETS: HOTEL PARKING, IN BLOCK 1, DEWETS
- C IN WETS: CONDOMINIUM PARKING, IN BLOCK 1
- O IN WETS: CONDOMINIUM PARKING, IN BLOCK 1
- P DEWETS: HOTEL PARKING, IN BLOCK 1, DEWETS
- V DEWETS: HOTEL PARKING, IN BLOCK 1, DEWETS
- W BLOCK 1: THIS BLOCK OCCUPIES THE HOTEL PARKING
- X BLOCK 1: THIS BLOCK OCCUPIES THE HOTEL PARKING
- Y BLOCK 1: THIS BLOCK OCCUPIES THE HOTEL PARKING
- Z BLOCK 1: THIS BLOCK OCCUPIES THE HOTEL PARKING

EXHIBIT E

BALLSTON METRO CENTER

**THE SMITH/WILLIAMS
GROUP**

1400 BRIDGE AVENUE
SAN FRANCISCO, CALIFORNIA 94103
(415) 778-8437

**HOLLE, LIN & SHOGREN
ARCHITECTS, P.C.**

2120 HUNTERS BLVD.
FARMINGTON, N.C. 28731
(919) 885-1100

SHEET NO.

G-1 GARAGE LEVEL PLAN

DATE

2/21/88

4

- H HORIZONTAL PANELS IN BLOCK 1, DECKS 1, 2 AND 3
- C CONCRETE PANELS IN BLOCK 1, DECKS 1, 2 AND 3
- O DECKS 1, 2 AND 3, BLOCKS 1, 2 AND 3
- P DECKS 1, 2 AND 3, BLOCKS 1, 2 AND 3
- V DECKS 1, 2 AND 3, BLOCKS 1, 2 AND 3

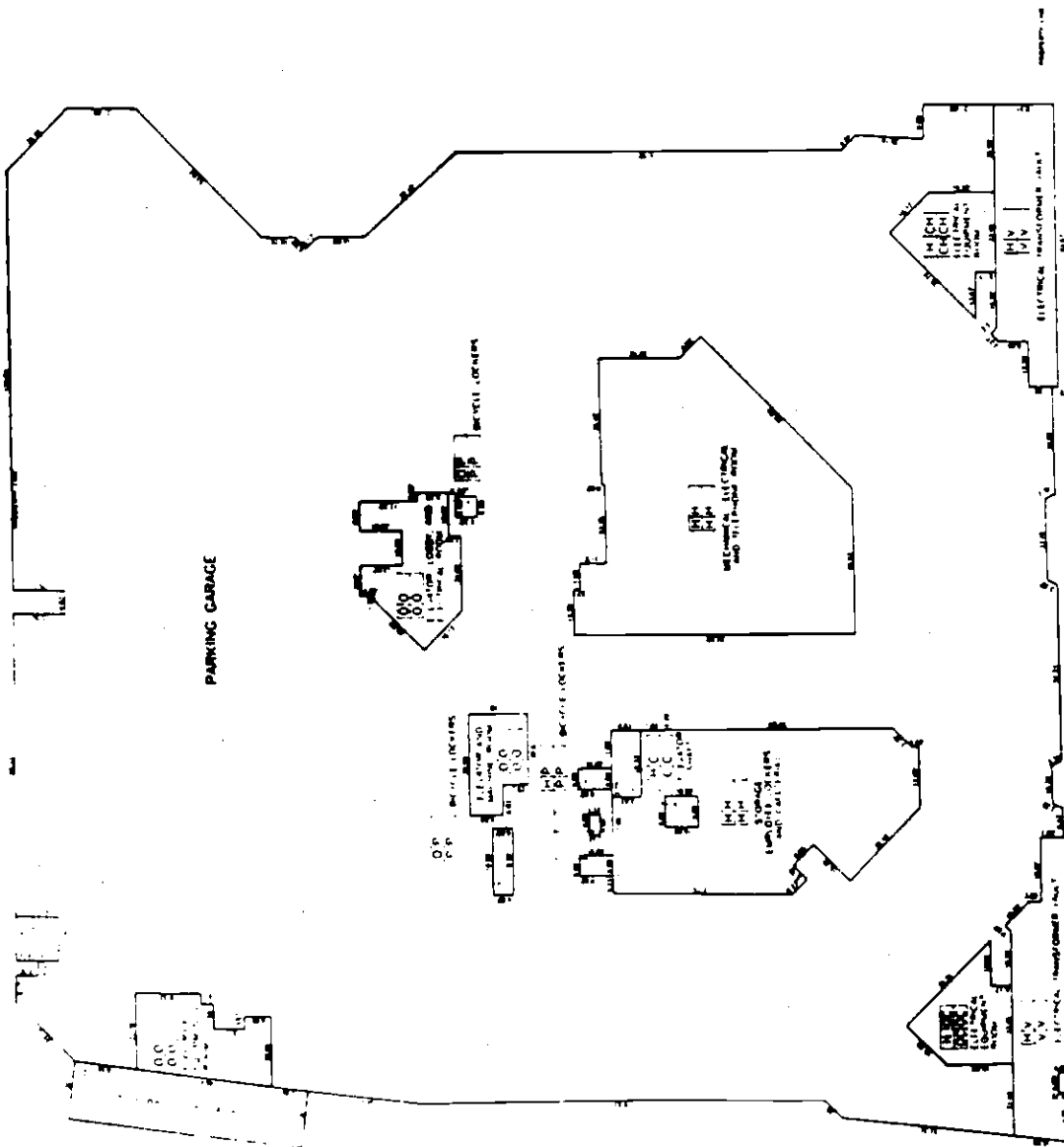


EXHIBIT E

BALLSTON METRO CENTER

ARCHITECTS

THE SMITH/WILLIAMS GROUP

1400 CONNOR AVENUE
 WASHINGTON, D.C. 20004
 (202) 476-1021

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.

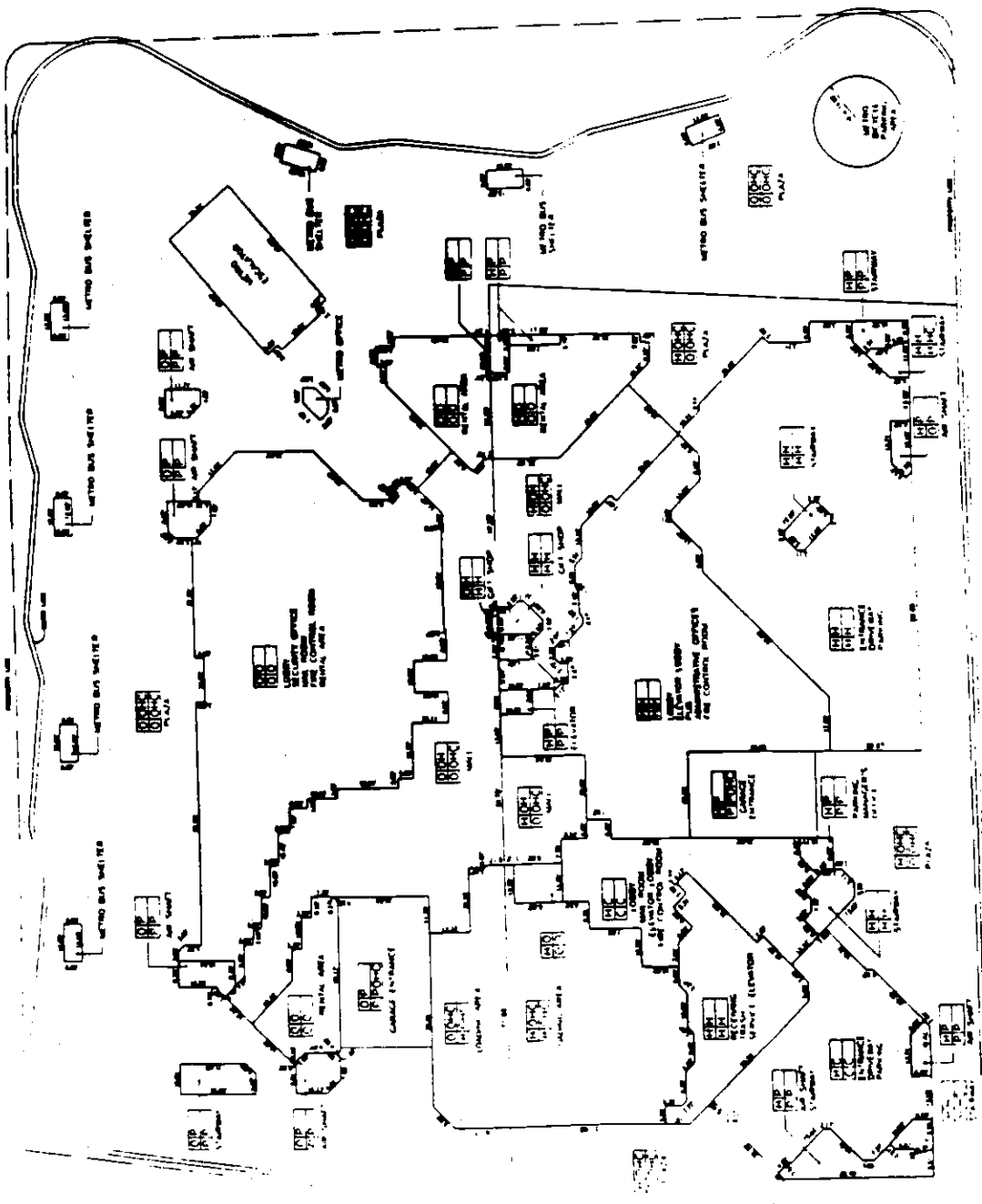
3120 INDEPENDENCE BLVD
 WASHINGTON, D.C. 20016
 (202) 686-1100

SHEET TITLE

FIRST FLOOR PLAN

NO.	DESCRIPTION
1	GENERAL CONTRACT
2	MECHANICAL CONTRACT
3	ELECTRICAL CONTRACT
4	PLUMBING CONTRACT
5	PAINT CONTRACT
6	GLASS CONTRACT
7	IRONWORK CONTRACT
8	CONCRETE CONTRACT
9	LANDSCAPE CONTRACT
10	ARCHITECTURAL CONTRACT

DATE	3/17/88
SHEET NO.	5



- H DEMO'S HOTEL PARCELS IN BLOCK 1, DEMOLISH HOTEL PARCELS IN BLOCKS 2, 3 AND 4.
- C DEMOLISH COMMERCIAL PARCELS IN BLOCK 1, DEMOLISH COMMERCIAL PARCELS IN BLOCKS 2, 3 AND 4.
- O DEMO'S OFFICE PARCELS IN BLOCK 1, DEMOLISH OFFICE PARCELS IN BLOCKS 2, 3 AND 4.
- P DEMO'S AND APARTMENT PARCELS IN BLOCK 1, DEMOLISH APARTMENT PARCELS IN BLOCKS 2, 3 AND 4.
- V DEMOLISH VARIOUS ELECTRIC AND POWER TRANSFORMERS IN BLOCKS 2, 3 AND 4.
- Block 1 THIS BLOCK INCLUDES OFFICE PARCELS AND APARTMENT PARCELS.
- Block 2 THIS BLOCK INCLUDES OFFICE PARCELS AND APARTMENT PARCELS.
- Block 3 THIS BLOCK INCLUDES OFFICE PARCELS AND APARTMENT PARCELS.
- Block 4 THIS BLOCK INCLUDES OFFICE PARCELS AND APARTMENT PARCELS.

EXHIBIT E

BALLSTON METRO CENTE

**THE SMITH-WILLIAMS
GROUP**

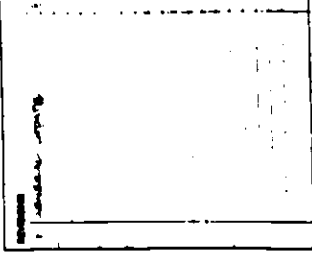
1000 MARKET STREET
SUITE 1000
PHILADELPHIA, PA. 19103
PH: 215-462-1001

**HOLLE, LIN & SHOGREN
ARCHITECTS, P.C.**

1415 MARKET STREET
SUITE 1000
PHILADELPHIA, PA. 19103
PH: 215-462-1001

**OFFICE TOWER
3RD AND 4TH FLOOR PLAN
(TYPICAL OFFICE FLOORS)**

**HOTEL/CONDOMINIUM TOWER
3RD AND 4TH FLOOR PLAN
(TYPICAL HOTEL ROOM FLOOR)**



DATE	3/21/00
SHEET NO.	7

- H HOTEL ROOMS, OFFICE, IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- C OFFICE, CONFERENCE ROOMS, IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- O OFFICE, CONFERENCE ROOMS, IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- P OFFICE, CONFERENCE ROOMS, IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- V OFFICE, CONFERENCE ROOMS, IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

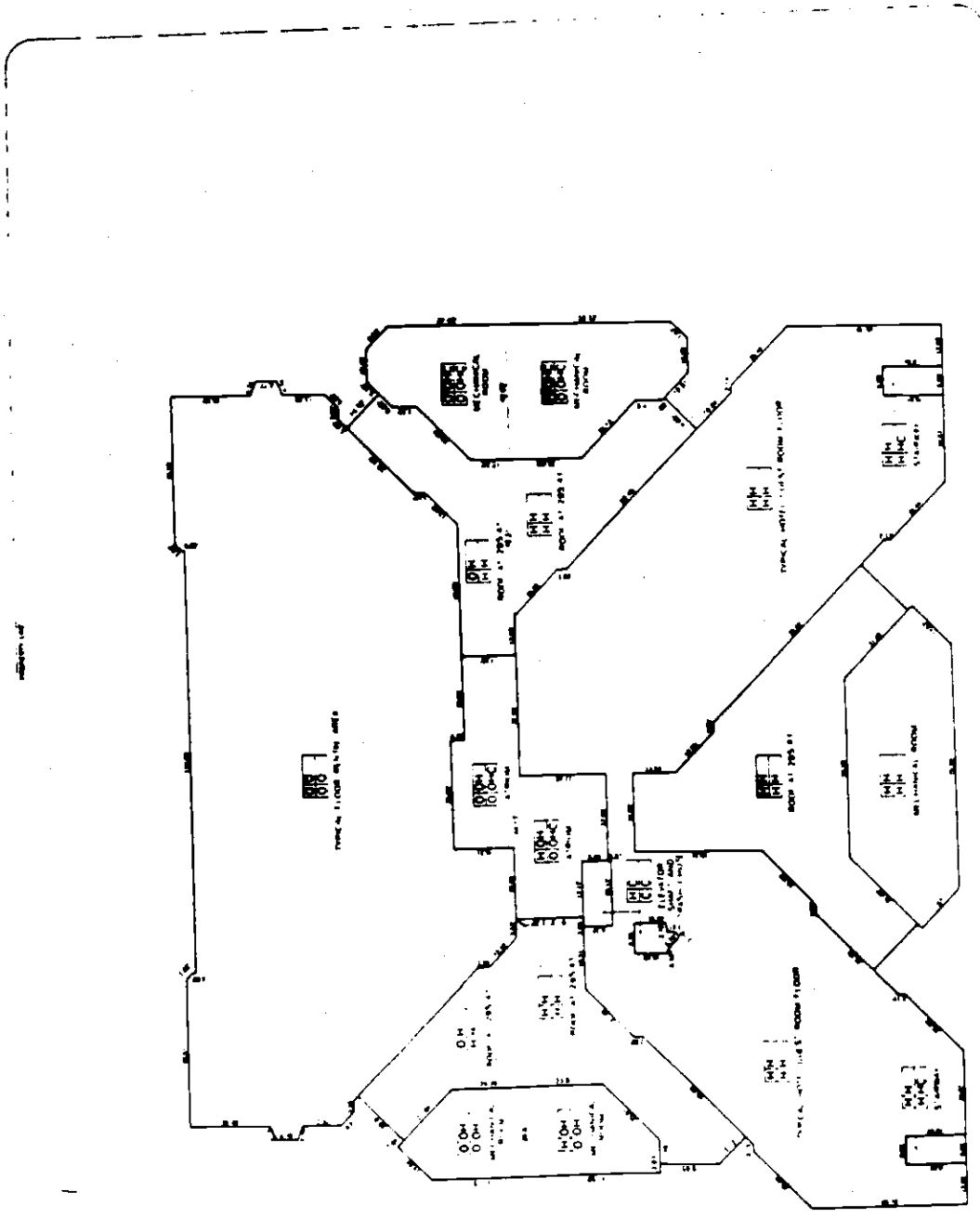


EXHIBIT E

BALLSTON METRO CENTER

THE SMITH/WILLIAMS GROUP

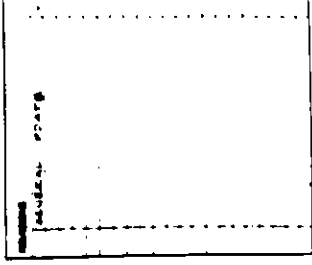
1400 GARDEN AVENUE
SUITE 100 WASHINGTON, CALIFORNIA 94090
(415) 978-0431

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.

2120 WASHINGTON BLVD
SUITE 200 WASHINGTON, D.C. 20016
(202) 961-1100

**OFFICE TOWER FLOOR PLAN
6TH AND 6TH FLOOR PLAN
(TYPICAL OFFICE FLOORS)**

**HOTEL/CONDOMINIUM TOWER
5TH THROUGH 7TH FLOOR PLAN
(TYPICAL HOTEL ROOM FLOORS)**



DATE	3/21/88	SHEET NO.	8
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- H HOTEL ROOMS, OFFICE, MEETING, CONFERENCE, BREAK ROOM, DEMONSTRATION KITCHEN, STORAGE, RECEPTION, LOBBY, ELEVATOR, STAIRS, RESTROOMS, JANITORY, MECHANICAL, ELECTRICAL, TELEPHONE, SECURITY, AND OTHER SERVICES.
- C OFFICE, CONFERENCE, MEETING, BREAK ROOM, DEMONSTRATION KITCHEN, STORAGE, RECEPTION, LOBBY, ELEVATOR, STAIRS, RESTROOMS, JANITORY, MECHANICAL, ELECTRICAL, TELEPHONE, SECURITY, AND OTHER SERVICES.
- O OFFICE, CONFERENCE, MEETING, BREAK ROOM, DEMONSTRATION KITCHEN, STORAGE, RECEPTION, LOBBY, ELEVATOR, STAIRS, RESTROOMS, JANITORY, MECHANICAL, ELECTRICAL, TELEPHONE, SECURITY, AND OTHER SERVICES.
- P OFFICE, CONFERENCE, MEETING, BREAK ROOM, DEMONSTRATION KITCHEN, STORAGE, RECEPTION, LOBBY, ELEVATOR, STAIRS, RESTROOMS, JANITORY, MECHANICAL, ELECTRICAL, TELEPHONE, SECURITY, AND OTHER SERVICES.
- V OFFICE, CONFERENCE, MEETING, BREAK ROOM, DEMONSTRATION KITCHEN, STORAGE, RECEPTION, LOBBY, ELEVATOR, STAIRS, RESTROOMS, JANITORY, MECHANICAL, ELECTRICAL, TELEPHONE, SECURITY, AND OTHER SERVICES.

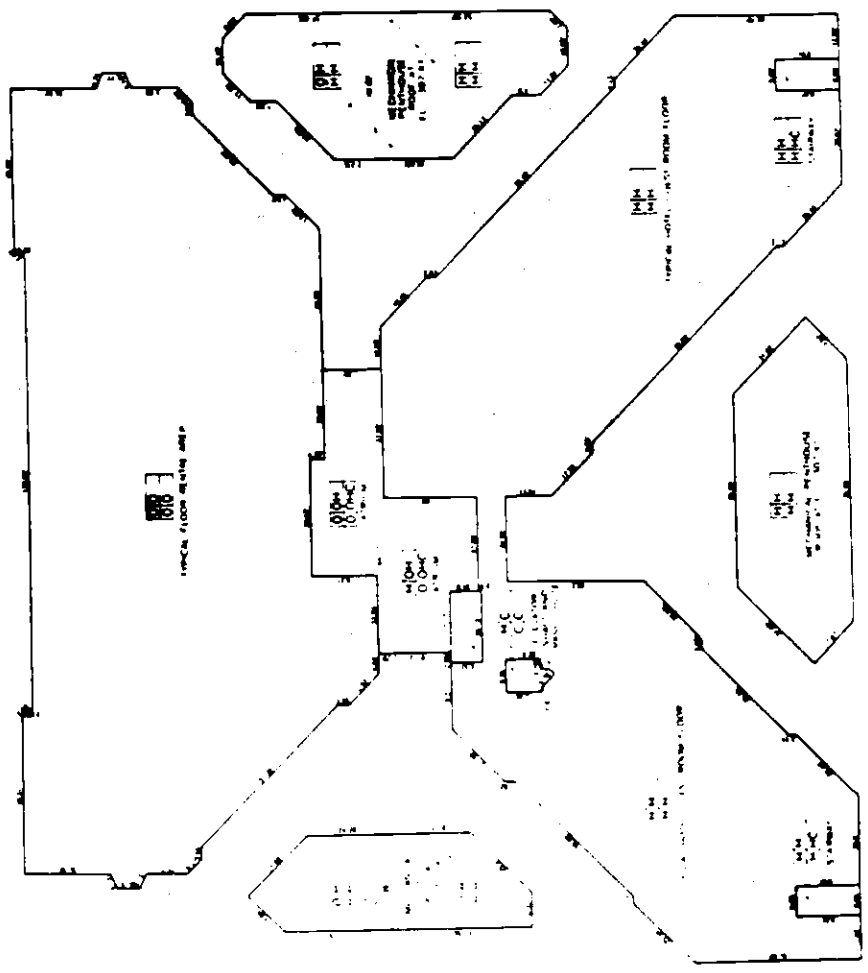


EXHIBIT E

BALLSTON METRO CENTER

ARCHITECTS

THE SMITH/WILLIAMS GROUP

1200 COTTON AVENUE
WEST OAK HILLS, CALIFORNIA 90025
(714) 945-1421

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.

3125 WASHINGTON BLVD
WASHINGTON, D.C. 20018
(202) 462-1100

SHEET TITLE

**OFFICE TOWER
7TH THROUGH 10TH FLOOR
PLAN
(TYPICAL OFFICE FLOORS)**

TRANSITIONAL FLOOR PLAN

REVISIONS

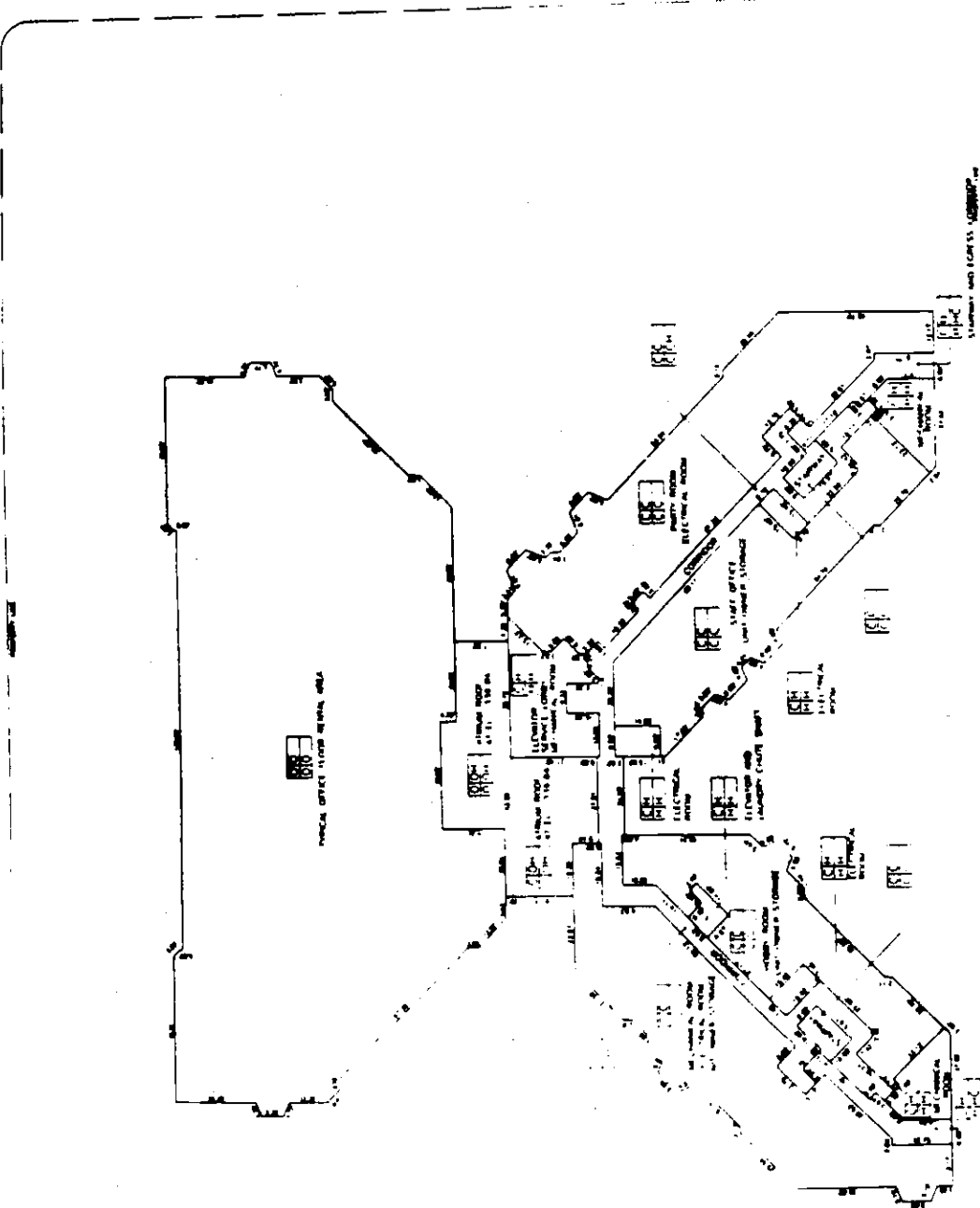
DATE: 01/14/08

SHEET NO.

3/23/08

9

- H REWORKS MECH. PANELS IN BLOCK 1, DECK 10 (MECH. ROOMS, CONDENSATION PANES) - BLOCK 1
- C REWORKS MECH. PANELS IN BLOCK 2, DECK 10 (MECH. ROOMS, CONDENSATION PANES) - BLOCK 2
- D REWORKS MECH. PANELS IN BLOCK 3, DECK 10 (MECH. ROOMS, CONDENSATION PANES) - BLOCK 3
- P REWORKS MECH. PANELS IN BLOCK 4, DECK 10 (MECH. ROOMS, CONDENSATION PANES) - BLOCK 4
- V REWORKS MECH. PANELS IN BLOCK 5, DECK 10 (MECH. ROOMS, CONDENSATION PANES) - BLOCK 5



(A)

EXHIBIT E

BALLSTO METRO CENTR

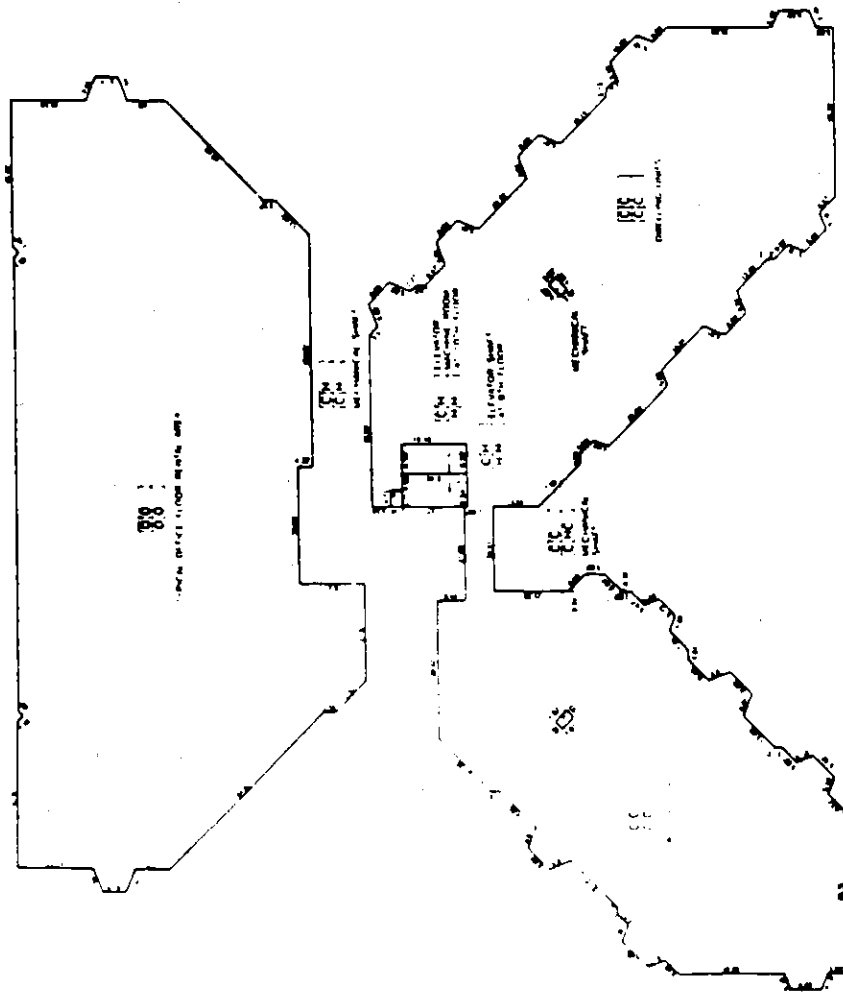
ARCHITECTS
**THE SMITH/WILLIAMS
 GROUP**
 1400 CENTER AVENUE
 SUITE 1000
 LOS ANGELES, CALIFORNIA 90015
 (213) 475-2001

**HOLLE, LIN & SHOGRE
 ARCHITECTS, P.C.**
 2100 BROADWAY BLVD
 SUITE 2000
 LOS ANGELES, CALIFORNIA 90015
 (213) 475-1100

SHEET 1001
**OFFICE TOWER
 19TH THROUGH 20TH FLOO
 PLAN
 (TYPICAL OFFICE FLOORS)**
**HOTEL/CONDOMINIUM TOW
 9TH THROUGH 20TH FLOO
 PLAN
 (TYPICAL CONDOMINIUM FLOO**

DATE _____
SCALE _____
PROJECT NO. _____

10



- H. FINISHES: WALLS, CEILING, FLOOR, PARTITION
- C. LIGHTING: RECESSED, TRACK, PENDANT
- D. MECHANICAL: VENTILATION, HEATING, COOLING
- P. PLUMBING: SINKS, TOILETS, SHOWERS, TUBS
- V. ELECTRICAL: SWITCHES, OUTLETS, PANELS, WIRING

EXHIBIT E

BALLSTO METRO CENTE

**THE SMITH/WILLIAMS
GROUP**
1400 CENTRAL EXPRESS
SUITE 1000 WASHINGTON, CALIFORNIA 90005
(213) 291-3437

**HOLLE, LIN & SHOGREN
ARCHITECTS, P.C.**
5110 WASHINGTON BLVD
SUITE 1000 WASHINGTON, CALIFORNIA 90005
(213) 291-1100

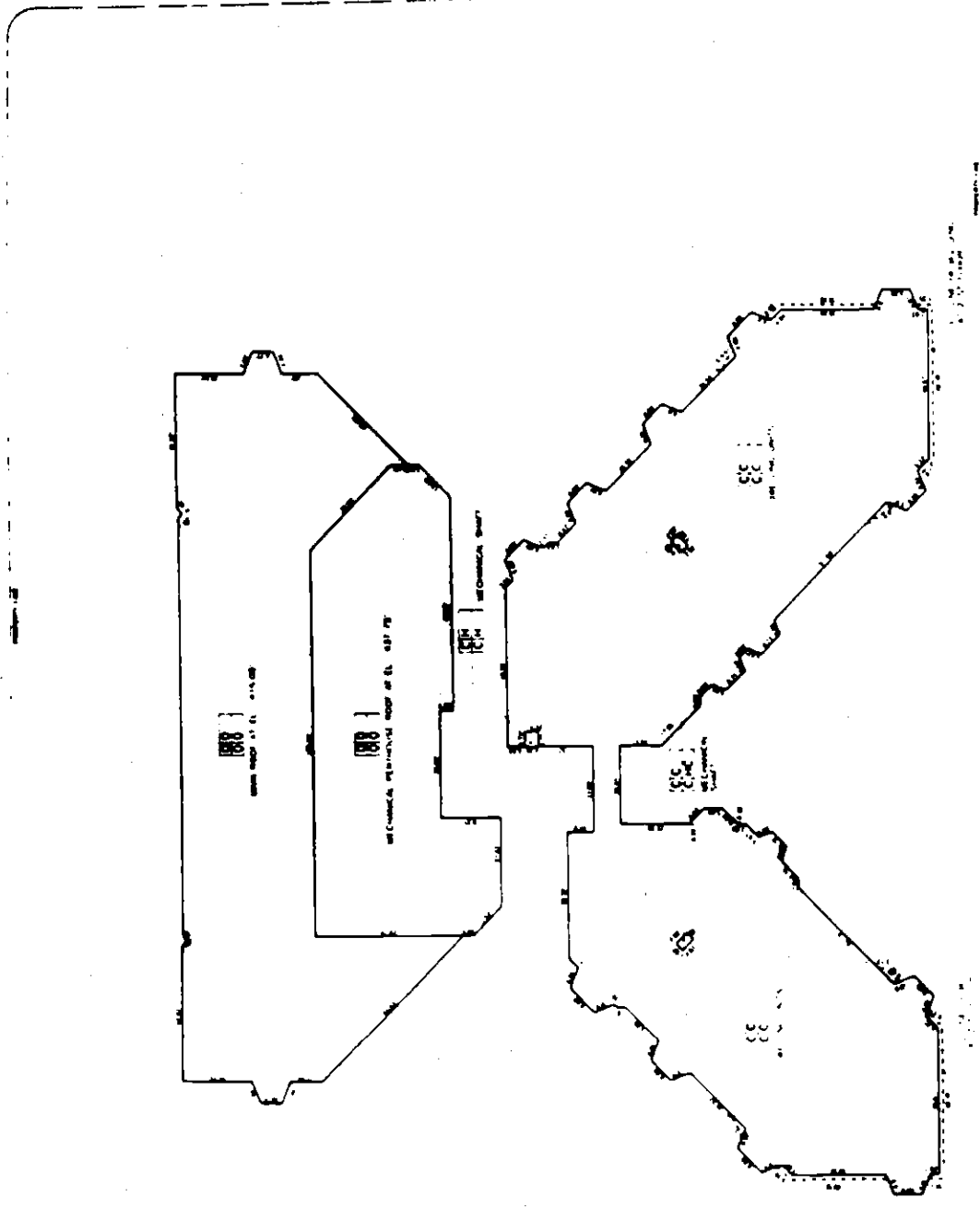
SHEET TITLE
OFFICE ROOF PLAN

**HOTEL/CONDOMINIUM TOWER
21ST THROUGH 26TH FLOOR
PLAN
(TYPICAL CONDOMINIUM FLOOR)**

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 03/14/08
SHEET NO: 11



- M REMOVE NOTE, PANEL IN BLOCK 1, REMOVE WITH BLOCKS 2, 3 AND 4
- C REMOVE CONDOMINIUM PANEL IN BLOCKS 1, 2 AND 3
- O REMOVE OFFICE PANEL IN BLOCKS 1, 2 AND 3
- P ADD 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100
- V REMOVE 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100

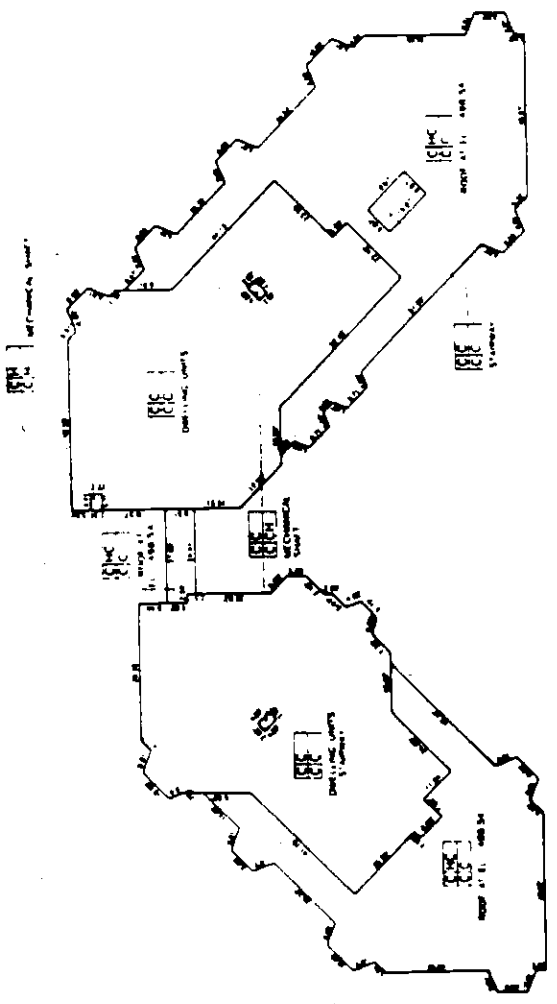
EXHIBIT E

THE SMITH/WILLIAMS GROUP
 1000 CALIFORNIA AVENUE
 BERKELEY, CALIFORNIA 94704
 (415) 848-0433

HOLLE, LIN & SHOGREN ARCHITECTS, P.C.
 5110 WASHINGTON BLVD
 WASHINGTON, D.C. 20016
 (202) 682-1166

27TH FLOOR PLAN

- H 2701'S UNIT, PARTS OF BLOCK 1, DEMOLISH UNIT, PARTS OF BLOCK 1 AND 2
- C DEMOLISH EXISTING MARKET IN BLOCK 1 (PARTS OF BLOCKS 1 AND 2) AND EXISTING MARKET IN BLOCKS 1 AND 2
- O DEMOLISH OFFICE SPACE IN BLOCK 1, DEMOLISH OFFICE SPACE IN BLOCKS 1 AND 2
- P DEMOLISH OFFICE IN BLOCK 1, DEMOLISH OFFICE SPACE IN BLOCKS 1 AND 2
- V DEMOLISH OFFICE, ELECTRIC AND POWER (PARTS OF BLOCKS 1 AND 2)
- BLOCK 1 THIS BLOCK INCLUDES MARKET, THE EXISTING TRACTS AND
- BLOCK 2 THIS BLOCK INCLUDES MARKET AND OFFICES AND IS RESPONSIBLE FOR THE CITY OF THE PARTS OF THE EXISTING TRACTS
- BLOCK 3 THIS BLOCK INCLUDES OFFICE SPACE, OFFICE SPACE AND MARKET OF THE EXISTING TRACTS
- BLOCK 4 THIS BLOCK INCLUDES OFFICE SPACE, OFFICE SPACE AND MARKET OF THE EXISTING TRACTS



DATE	3/21/88	SHEET NO.	12
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BALLSTON METRO CENTE

ARCHITECTS

**THE SMITH WILLIAMS
GROUP**

1508 COTTAGE AVENUE
WEST LOS ANGELES, CALIFORNIA 90025
(213) 478-0431

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5125 WASHINGTON BLVD.
HOUSTON, TEXAS 77056
(713) 866-1100

SHEET TITLE

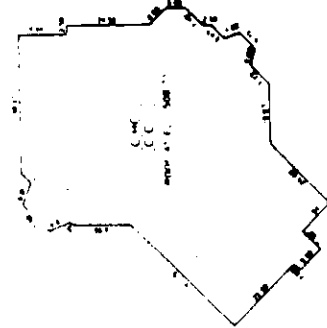
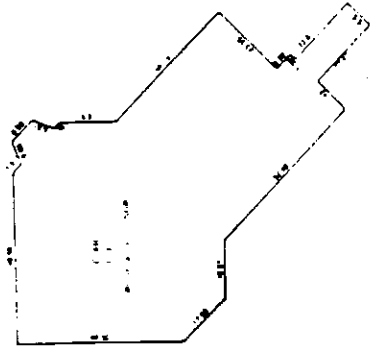
ROOF PLAN

REVISIONS

DATE SYSTEM SHEET NO.

13

- H ALL ROOF PANELS SHALL BE 24" X 24" SQUARE
- C ROOF PANELS SHALL BE 24" X 24" SQUARE
- O ROOF PANELS SHALL BE 24" X 24" SQUARE
- P ROOF PANELS SHALL BE 24" X 24" SQUARE
- V ROOF PANELS SHALL BE 24" X 24" SQUARE



NAME OF PROJECT

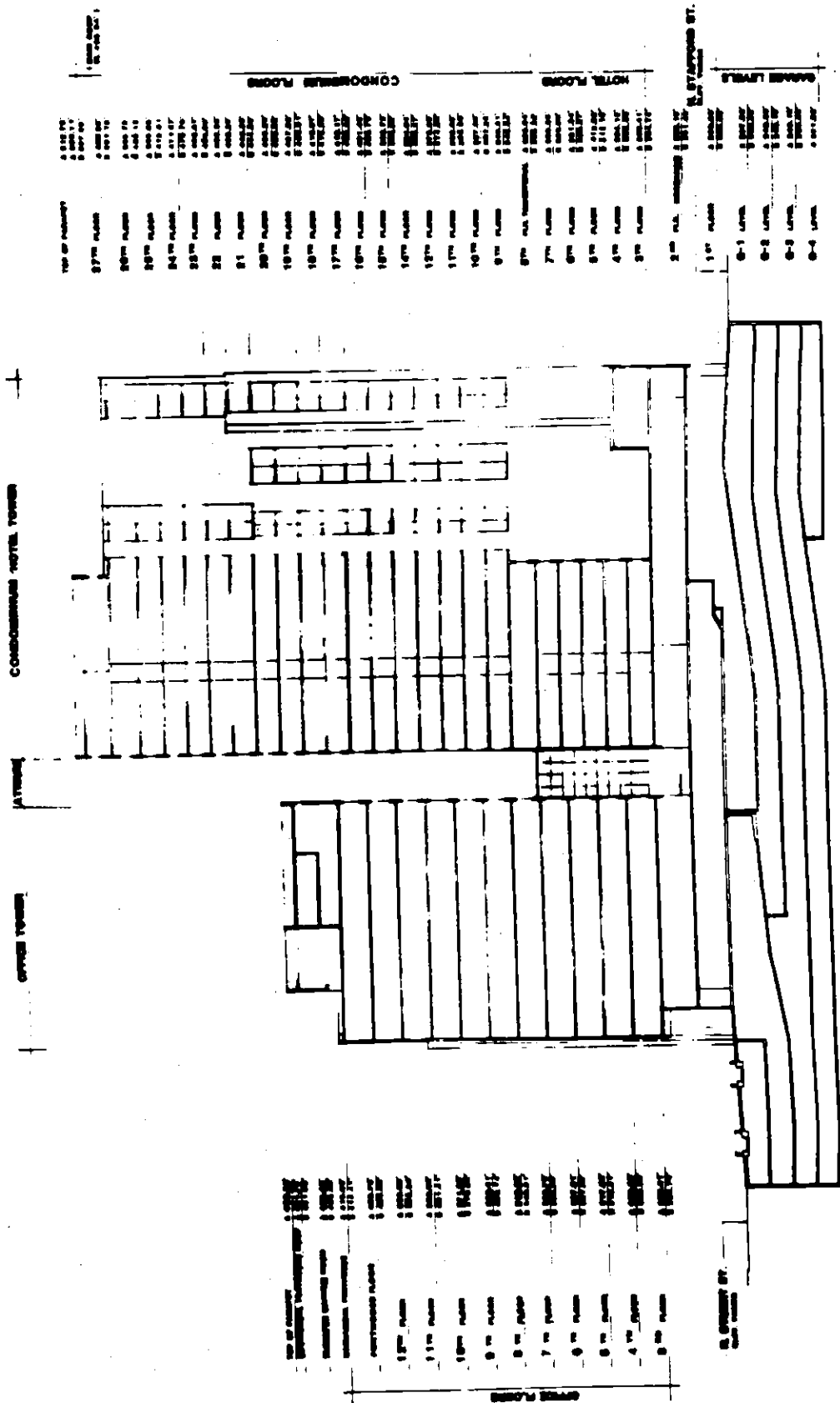
BALLSTON METROCENTER
ARCHITECTS

THE SMITH/WILLIAMS GROUP
1700 N. MARKET STREET SUITE 1000
FALLS CHURCH, VIRGINIA 22034
PHONE 504-1100

HOLLE, LIH & SHOURSEN ARCHITECTS, P.C.
4100 BROADWAY SUITE 1000
FALLS CHURCH, VIRGINIA 22034
PHONE 504-1100

BUILDING SECTION

DATE: 11/10/00
SHEET NO: 14



TOP OF FINISH

21ST FLOOR	0 100 00
20TH FLOOR	0 080 00
19TH FLOOR	0 060 00
18TH FLOOR	0 040 00
17TH FLOOR	0 020 00
16TH FLOOR	0 000 00
15TH FLOOR	0 000 00
14TH FLOOR	0 000 00
13TH FLOOR	0 000 00
12TH FLOOR	0 000 00
11TH FLOOR	0 000 00
10TH FLOOR	0 000 00
9TH FLOOR	0 000 00
8TH FLOOR	0 000 00
7TH FLOOR	0 000 00
6TH FLOOR	0 000 00
5TH FLOOR	0 000 00
4TH FLOOR	0 000 00
3RD FLOOR	0 000 00
2ND FLOOR	0 000 00
1ST FLOOR	0 000 00
0 000 00	0 000 00

CONGRESSMAN FLOOR

HOTEL FLOOR

FINISH LEVELS

2ND FLOOR: 0 000 00
1ST FLOOR: 0 000 00
0-1 LEVEL: 0 000 00
0-2 LEVEL: 0 000 00
0-3 LEVEL: 0 000 00
0-4 LEVEL: 0 000 00

CONFERENCE HOTEL TOWER

ATTACHED

OFFICE TOWER

BUILDING SECTION

- 1. FLOOR AND WALL THICKNESSES ARE SHOWN TO THE O.A.S. AND ARE NOT TO SCALE.
- 2. ALL DIMENSIONS, SPACING AND THE NUMBER OF REINFORCING BARS ARE TO THE FLOOR.
- 3. 1/4" = 1' - 0" OF BARS.
- 4. 1/4" = 1' - 0" OF WALL.

EXHIBIT E