

Budget

Potowmack Crossing II Condominium

BUDGET APPROVAL FORM

The following items should be included in the Budget Packet:

- (1) Budget Approval Form
- (2) Board approved 2011 Final Budget
- (3) Assessment Spreadsheet (if a Condominium with more than one assessment amount)

PORTFOLIO MANAGER TO COMPLETE:

Robert Mack Grossing II
Association Name

11/23/2010
Date Budget Letter was/will be mailed to Owners

Faisal Khan
Manager Name

11/30/2010
Date Budget Approval given to VP/Controller

_____ If the Board has authorized coupons to be ordered with NO increase in assessments before the budget has been approved, check here and attach a copy of this authorization from the Board.

_____ If you would like correspondence added to the coupon/statement mailing, please check here.

Was there an Assessment Increase approved for 2011? Yes . No (circle one)

If no, please skip the next section. If yes, please complete the next section:

Assessment Amount(s)*: 355.00

(attach spreadsheet if more than one assessment)

Monthly Assmnt: \$ 355.00

Quarterly Assmnt: \$ _____

Semi-Annual Assmnt: \$ _____

Annual Assmnt: \$ _____

Late Fee Information:

Late Fee Amount: \$ 10⁰⁰

Late Fee Date: 15th

TO BE COMPLETED BY COUPON ORDER TEAM:

_____ Date that increases were processed in Jenark

_____ Processed By

_____ Job #

_____ Date Ordered

_____ Confirmation Date that coupons/statements were mailed



November 24, 2010

Dear Potowmack Crossing II Homeowners,

The Board of Directors adopted the attached budget for 2011. The budget includes a 2.90% increase in our monthly condo fees. Each owner's fee will therefore increase from \$345.00 per month to \$355.00 and increase of \$10.00 monthly.

The Board has continued its commitment to funding our replacement reserves.

The Condominium Association strongly encourages use of the direct debit service facilitated by GHA Community Management. The enrollment form is included in this mailing if you are not already participating in this service.

Please expect your new payment coupons around the middle of December. Note however, if you currently participate in the direct debit program, you will not receive a coupon book for the upcoming year.

We look forward to continuing to work with you to care for our great community!

Board of Directors
Potowmack Crossing II

Liz Johnson, President
Nancy Malir Vice President
Susan Struthers Treasurer/Secretary



Community Management

Run Time 10:13 AM

Pages 1 of 2

Potowmack Crossing II

ACCOUNT NAME	2010 YEAR END	2010	2011 FINAL
	FORECAST	BUDGET	2011 2.90% INCREASE

INCOME

45100	ASSESSMENT INCOME	209,109	209,185	215,251
TOTAL ASSESSMENTS		209,109	209,185	215,251
OTHER INCOME				
48005	MOVE IN FEE (PROCESSING FEES)	2,200	3,000	2,400
48100	LATE FEES COLLECTED	2,500	3,000	3,200
48175	NSF FEE INCOME	50	0	50
49010	INTEREST INCOME	600	2,000	700
49900	MISC INCOME	996	125	500
TOTAL OTHER INCOME		6,346	8,125	6,850
TOTAL INCOME		215,455	217,310	222,101

EXPENSES

ADMINISTRATIVE				
51131	OFFICE EXPENSES	719	800	900
51135	COPYING / PRINTING	796	250	900
51330	POSTAGE	110	1,600	300
TOTAL ADMINISTRATIVE		1,625	2,650	2,100
UTILITIES				
52005	ELECTRICITY	5,120	5,909	6,500
52011	GAS	8,190	12,200	10,000
52020	WATER/SEWER	11,076	14,700	12,500
TOTAL UTILITIES		24,385	32,809	29,000
CONTRACT EXPENSES				
53113	EXTERMINATING CONTRACT	1,820	1,638	1,560
53120	GROUND MAINT CONTRACT	4,883	5,000	5,856
53129	CLEANING CONTRACT	9,768	9,770	9,770
53505	SNOW REMOVAL	11,528	2,800	3,500
53532	TRASH REMOVAL	6,000	6,300	6,000
TOTAL CONTRACT		33,999	25,508	26,686
REPAIRS & MAINTENANCE				
54005	BUILDING MAINTENANCE	14,000	16,000	18,000
54015	ELECTRICAL MAINTENANCE	3,000	4,000	4,500
54121	MACHINE & EQUIPMENT MAINTENANCE	200	1,100	800
54125	HVAC REPAIRS	320	2,000	1,500
54155	LOCKS / KEYS / DOORS / KNOCKERS	330	1,650	1,200
54257	PLUMBING MAINTENANCE	3,000	9,750	6,441
54285	ROOF / GUTTER MAINTENANCE	3,000	8,500	6,000
54825	GROUNDS, LANDSCAPING, IRRIGATION	1,600	1,000	2,500
TOTAL REPAIRS & MAINT		25,450	44,000	40,941



Community Management

Run Time 10:13 AM

Pages 2 of 2

Potowmack Crossing II

ACCOUNT NAME		2011 FINAL		
		2010 YEAR END FORECAST	2010 BUDGET	2011 2.90% INCREASE
PROFESSIONAL SERVICES				
55050	INSURANCE	16,506	32,625	32,625
55055	DAMAGE CLAIMS/DEDUCTIBLE	1,820	0	0
55100	AUDIT & TAX	675	2,000	2,000
55150	MANAGEMENT FEES	13,322	13,374	13,775
55270	LEGAL - COLLECTIONS	400	500	600
55272	LEGAL - GENERAL	1,366	800	1,400
56070	TAXES - FEDERAL & STATE	400	400	400
60510	LICENSE FEES	150	150	150
TOTAL PROFESSIONAL		34,638	49,849	50,950
SUPPLIES				
57025	GENERAL SUPPLIES	2,500	8,000	3,000
TOTAL SUPPLIES		2,500	8,000	3,000
CLUBHOUSE, POOL, RECREATION				
57805	RECREATION EXPENSES	33,000	33,000	33,000
TOTAL CLUBHOUSE, POOL, REC		33,000	33,000	33,000
TOTAL OPERATING		155,597	195,816	185,677
NET OPERATING INCOME		59,859	21,494	36,424
OTHER REC & DISB				
61000	REPLACEMENT RESERVE CONTRIBUTION	21,012	21,008	21,008
New	OPERATING RESERVES			15,416
TOTAL OTHER REC & DIS		21,012	21,008	36,424
NET CASH FLOW		38,847	486	0

Bylaws
Potowmack Crossing II Condominium

BYLAWS

POTOWMACK CROSSING II CONDOMINIUM

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5865
2/4/94

BY-LAWS
THE UNIT OWNERS ASSOCIATION OF
POTOWMACK CROSSING II CONDOMINIUM
City of Alexandria, Virginia

ARTICLE I

GENERAL

Section 1. Applicability. These By-Laws provide for the self-government of POTOWMACK CROSSING II CONDOMINIUM, ("The Condominium") pursuant to the requirements of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia. The Condominium is located within the City of Alexandria, Commonwealth of Virginia.

Section 2. Compliance. Pursuant to the provisions of Section 55-79.53, Code of Virginia, as amended, every Unit Owner and all those entitled to occupy a Unit shall comply with these By-Laws.

Section 3. Office. The office of the Unit Owners Association of the Condominium and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

Section 4. Definitions. Capitalized terms used in these By-Laws which are not defined shall have the meanings specified for such terms in the Declaration of the Condominium, which Declaration is recorded immediately prior hereto, or if not defined therein, the meanings specified for such terms in Section 55-79.41 of the Virginia Condominium Act.

ARTICLE II

UNIT OWNERS ASSOCIATION

Section 1. Composition. All of the Unit Owners of Units contained in the Condominium, acting as a group in accordance with the Condominium Act, the Declaration and these By-Laws, shall constitute the "Unit Owners Association," who shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Unit Owners Association, by the Condominium Act and the Declaration. Except as to those matters which either the Condominium Act or the Declaration specifically require to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

Section 2. Annual Meetings. At such time as the Unit Owners Association comes into existence, on the date that any Unit is conveyed to an owner other than the Declarant, the Unit Owners Association shall hold at least one annual meeting each year. The annual meetings of the Unit Owners Association shall be held during the month of October (or such other time as may be established by the Board) each year on a date selected by the Board of Directors. At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. So long as the Declarant shall own Units representing more than twenty-five percent of the aggregate Common Element interests, and provided the maximum time for Declarant control permitted by Section 55-79.74(a) has not elapsed, the Declarant shall be entitled to designate the members of the Board of Directors.

Section 3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association if so directed by resolution of the Board of Directors or, after the termination of the period of Declarant control, upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent of the aggregate Common Element Interests. 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 earlier of (i) the day after deeds of conveyance of Units representing seventy-five percent or more of the aggregate Common Element Interests shall have been delivered to Unit Owners by the Declarant or (ii) the expiration of the maximum time permitted by section 55-79.74(a) of the Condominium Act, a special meeting of the Unit Owners Association shall be held at which all of the members of the Board of Directors designated by the Declarant shall resign, with such resignations being effective as of the earlier of the dates set forth in (i) or (ii) of this subsection (b), and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors to act in the place and stead of those resigning until the next annual meeting at which time the Board of Directors shall be elected pursuant to Section 4 of Article III.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners pursuant to the provisions of Section 55-79.75, Code of Virginia, as amended, by mailing by regular United States mail or delivery by hand to each Unit Owner of record at the address of his Unit or to such other address as may be designated by said Unit Owner at least twenty-one (21) days advance notice in the case of any annual meeting and at least seven (7) days advance notice of any special meeting of the Unit Owners Association.

Section 6. Adjournment of Meetings. If any meetings of the Unit Owners Association cannot be held because a quorum is not present, a majority vote of the Common Element interests of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called in which event any business which could have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Order of Business. The order of business of all meetings of the Unit Owners Association shall be as follows:

- (a) Roll Call
- (b) Proof of Notice of Meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers and Board of Directors
- (e) Report of Management Agent, if any, and if present
- (f) Reports of Committees
- (g) Election or appointment of inspectors of election (when so required)
- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 8. Title to Units. Title to a Unit may be taken in the name of one or more Persons, in any manner permitted by law. The Unit Owners Association may acquire, hold and transfer full legal title to one or more Condominium Units in the Condominium in its own name.

Section 9. Voting. At every meeting of the Unit Owners Association, each of the Units shall have the right to cast a vote proportionate to its Common Element Interest, as set forth in the Declaration as said Declaration may be amended from time to time. 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 may be any record owner of said Unit, unless any

other record owner of said Unit shall, at the time the vote is cast object to the casting of said vote, in which event the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all record owners of said Unit. Any voting certificate executed pursuant to this section shall remain valid until revoked by a subsequent certificate similarly executed. In the event that no certificate is supplied, no record owner shall be entitled to cast the vote. Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these By-Laws, 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. Except where a greater number is required by the Condominium Act, the Declaration or these By-Laws, the votes of more than fifty percent (50%) of those Common Element Interests present and voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to adopt decisions at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners owning such number of Units in the aggregate. 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 Unit or Units are entitled. 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 the Unit Owners Association has perfected a lien against his Unit and the amount necessary to release such lien has not been paid within seventy-two (72) hours prior to the time of such meeting or election.

Section 10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of another Unit Owner, a Mortgagee, the Declarant or any other person designated. Proxies shall be dated, duly executed in writing and witnessed by a person who shall sign his full name and address and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. 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 Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty days after the execution thereof. Any proxy which is undated or any proxy not executed by a person having authority at time of execution thereof to execute deeds on behalf of that person shall be void.

Section 11. Conduct of Meeting. 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 by the meeting as well as a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings of the unit owners Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.

Section 12. Quorum. The presence, either in person or by proxy, of members representing at least twenty-five percent (25%) of the total votes of the Condominium shall be requisite for, and shall constitute a quorum for the transaction of business of all meetings of members.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number of Qualification. The affairs of the Unit Owners Association shall be governed by a Board of Directors. Until deeds of conveyance representing seventy-five percent (75%) or more of the aggregate Common Element Interests of all Units shall have been delivered to Unit Owners by the Declarant, the Board of Directors shall consist of such persons as may be designated by the Declarant; provided, however, that the foregoing power of designation shall not extend beyond the maximum time permitted by Section 55-79.74(a) of the Condominium Act. The Board of Directors shall be composed of at least three (3) persons, all of whom shall be Unit owners or spouses of Unit owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant; provided, however, that, anything in these By-Laws to the contrary notwithstanding, so long as the Declarant owns Units representing more than twenty-five percent (25%) of the aggregate Common Element Interests (but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act) the Board of Directors shall consist of at least three (3) members, all of whom shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so designated, and to designate their successors. The time limit on the period of Declarant's control shall commence upon settlement of the first Unit to be sold in any portion of the Condominium.

Section 2. 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 prohibited by the Condominium Act, the Declaration or by these By-Laws required to be exercised and done by the Unit Owners Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. 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 of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these By-Laws or by any resolution of the Unit Owners Association

that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare an annual budget, in which shall be established the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the cost 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. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(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) Make and amend the Rules and Regulations.

(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 By-Laws, 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 By-Laws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article VII of these By-Laws, 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 Article VI of these By-Laws.

(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 thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working 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 accountant retained by the Board of Directors who shall not be 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 thirty days.

(n) Borrow money on behalf of the Condominium when required in connection with any instances relating to the operation, care, upkeep and maintenance of the Common Elements, provided, however, that the consent of at least two-thirds in number of all Unit Owners, obtained by either a mail ballot or at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to borrow any sum in excess of Fifteen Thousand Dollars. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (n) is not repaid by the Unit Owners Association, a Unit Owner who pays to the creditor such proportion thereof as his Common Element Interest bears to the total of Common Element Interests 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.

(o) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

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

(q) 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.

(r) Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

(s) Negotiate and adjust with any contractor, subcontractor or Declarant any warranty claims on any Common Element made by or on behalf of any Unit Owner or the Unit Owners' Association.

Section 3. Managing Agent. The Board of Directors shall employ for the Condominium a "Managing Agent" at a compensation established by the Board of Directors.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant. Such firm shall have a minimum of two years experience in real estate residential management.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in subparagraphs (a), (c), (d), (e), (h), (i), (j), (k), (1), (m), (q), and (r) of Section 2 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subparagraphs (b), (f), (n), (o), (p) and (s) of Section 2 of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these By-Laws.

(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, the Managing Agent shall comply with the following standards:

(1) accrual method of accounting as defined by generally accepted accounting principles shall be employed.

(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 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 Unit Owners 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 disclosing:

(a) all receipts and disbursements activity for the preceding month;

(b) the status of all accounts in an "actual" versus "projected" (budget) format; and

(c) 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).

(d) Limitations. Subject to the provisions of Section 55-79.74(b) of the Condominium Act, during the period when persons designated by the Declarant constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for an initial term not to exceed one (1) 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 a majority vote of the Unit Owners and the written consent of Mortgagees together holding sixty-six and two-thirds percent (66-2/3%) of the mortgages on the Condominium Units. 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, and the term of such contract or agreement may not exceed one (1) year.

Section 4. Election and Term of Office. At the first annual meeting of the Unit Owners Association wherein the Board of Directors are to be elected by the Unit Owners Association, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years and the term of office of the remaining member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the initial elected Board of Directors, a successor shall be elected by the Unit Owners Association to serve for a term of three years. The members of the Board of Directors shall

hold office until their respective successors shall have been elected by the Unit Owners Association and have held their first meeting.

Section 5. Removal of Members of the Board of Directors. Except with respect to Directors designated by Declarant, at any regular or special meeting of the Unit Owners Association duly called, (but only at or after the first annual meeting), any one or more of the Board of Directors may be removed with or without cause by a majority of the Unit Owners 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 ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting.

Section 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 Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Unit Owners Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 5, so long as the Declarant owns more than twenty-five percent (25%) of the aggregate percentage interests, (but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act) the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 7. Organization Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Unit Owners Association shall be determined by the Board immediately following the Unit Owners Association meeting and no further notice shall be necessary to the newly elected members of the Board of Directors. Such meeting shall occur within thirty (30) days.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least once every two months. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each director, given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meetings. 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 two directors.

Section 10. 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 of Directors shall constitute a waiver of notice by him of the time and place 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.

Section 11. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium of such bonds shall constitute a Common Expense.

Section 12. Compensation. No director shall receive any compensation from the Condominium for exercising his duties and obligations as a director.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these By-Laws or the Condominium Act.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. 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 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.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, 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. All officers except Secretary shall be required to be members of the Board of Directors. The offices of President and Secretary may not be held by the same person.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

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

Section 4. President. The President shall be the chief executive officer of the condominium. He shall preside at all meetings of the Unit Owners Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Virginia Stock Corporation Act, including, but not limited to, the power to appoint committees from among the Unit Owners, subject to the confirmation of the Board of Directors, from time to time, as he may in his discretion decide is appropriate in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors 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 upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of the secretary of a stock corporation organized under the Virginia Stock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for overseeing the Condominium funds and securities and shall cause the keeping of full and accurate financial records and books of account showing all required financial data; he shall also oversee the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Agreements, Contracts, Deeds, etc. All agreements, contracts, deeds, leases, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium, or by any such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium solely for exercising his duties and obligations as an officer.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Condominium project. No contract or other transaction between the Condominium and one or more of its Directors, or between the Condominium and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exists:

(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 the Unit Owners Association, or a majority thereof, and they approve or ratify the contract or transaction in good faith or by a vote sufficient for the purpose; or

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

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Condominium or not so interested.

Section 3. Insurance Coverage. The Board of Directors shall obtain on behalf of the Condominium such insurance coverages as may be reasonably necessary in order to effectively indemnify the officers and directors of the Condominium as provided in Section 1 of this Article V. The cost of said insurance shall constitute a Common Expense.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve (12) month period commencing on the date determined by the Board of Directors, or as the same may be changed thereafter by the Board of Directors of the Unit Owners Association of the Condominium.

(b) Preparation and Approval of Budget. Each year on or before thirty (30) days before the commencement of the next fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which the Board of Directors has all powers and responsibility with regard to

maintenance, repair, renovation, restoration and replacement, and the cost of wages, materials, insurance premiums, service, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, these By-Laws or a Resolution of the Unit Owners Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services. The budget may also include:

(i) The cost of maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance of value of the Condominium project or is otherwise in the interest of the general welfare of all owners of the Condominium Units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article X of these By-Laws. The cost of the maintenance or repair of those parts of the units to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement shall not be a cost controlled by the terms of this subparagraph (i).

(ii) Any amount necessary to discharge any lien or encumbrance levied against the Condominium project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Elements.

(iii) Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working funds for the Condominium, a general operating reserve, or reserves for contingencies and replacements, and the amount necessary to pay the user fees for the recreational facility located at Potowmack Crossing Condominium.

(iv) Any Common Expenses benefitting less than all of the Condominium Units or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees pursuant to Section 55-79.83(b) of the Condominium Act may be specially assessed against the Condominium Unit or Units involved, in accordance with such reasonable provisions as may be made by the Board of Directors for such cases.

(c) Transmittal of Budget. 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 payable by each Unit Owner, at least seven (7) days prior

to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

Section 2. Assessment and Payment of Common Expenses.

(a) Except for those Common Expenses which may be specially assessed against the Condominium Unit or Units involved pursuant to the provisions of subparagraph (b) (iv) of Section I of this Article VI and except for those Common Expenses specially assessed pursuant to Section 55-79.83(a) of the Condominium Act, the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Condominium Unit in proportion to its respective proportionate undivided interest in the Common Elements (i.e., its Common Element Interest) as set forth in the Declaration of the Condominium as the same may be amended from time to time. Said assessment shall be a lien against each Unit Owner's Unit as provided in the Condominium Act as set forth in Section 55-79.84. On or before the first day of each fiscal year, and the first day of each succeeding eleven (11) months in such fiscal year, such Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Any amount accumulated in excess of the amount required for actual expenses and reserves may, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Undivided Interest in the Common Elements to the installments due in the succeeding months of that fiscal year.

In the event any legal action is required to collect assessments hereunder, then and at the direction of the Board of Directors, the entire balance of assessments due on account of said Unit for the remainder of the fiscal year shall be due in full.

(b) Right of Acceleration. The payment and collection of the assessments made pursuant to this Article VI shall be in accordance with the terms providing for the payment and collection of assessments in these By-Laws and the Condominium Act, including without limitation the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

(c) Repair and Replacement Reserve. The Board of Directors shall obtain from members contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve. Such contributions shall be paid monthly and be in an amount to be designated from time to time by the Board of Directors. Such funds shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in an account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such funds also may, in the discretion of the Board of Directors, be invested in

Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the replacement and repair of the Common Elements; the replacement and repair of those parts of Units as to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement; and the replacement and repair of equipment of the Condominium as designated by the Board of Directors. The amounts required to be allocated to the replacement reserve may be reduced by appropriate resolution of the Board of Directors, upon the accumulation in such replacement reserve of a sum equal to the full replacement value of the items for which the reserve is established. Full replacement value shall be annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any member in any replacement reserve shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessment and the right to recovery of attorney's fees and costs.

(d) Special Assessments. In the event extraordinary expenditures not originally included in the annual budget become necessary during the year, the Board of Directors may at any time levy a special assessment, which shall be assessed against the Condominium Units in proportion to the respective undivided Interests in the Common Elements appertaining to each of said Units set forth in the Declaration of Condominium, as the same may be amended from time to time. Said special assessments may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such special assessment on all Unit Owners by a statement in writing giving the amount and reason therefor, and such special assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the delivery or mailing of such notice of special assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

Notwithstanding anything to the contrary herein contained, any special assessment in excess of fifteen percent (15%) of the total annual budget of the Condominium in any twelve month period shall be effective only with the approval of a majority of the Unit Owners.

(e) Initial Assessment. When the initial Board of Directors, elected or designated pursuant to these By-Laws, takes office, it shall determine the budget as defined in this Section for the period commencing thirty (30) days after their election or designation and ending on the last day of the fiscal year in which their election or designation occurs. Assessments shall be levied against the Unit Owners during said period as provided in subparagraph (a) of this Section. The Board of Directors will levy an "initial assessment" against the initial purchaser, at the time he settles on his purchase contract. Such initial assessment shall be in an amount equal to two (2) months regular assessments, and shall be utilized for commencing business of the Unit Owners Association and providing the necessary working fund for it. In addition to the foregoing initial assessment, the Board of Directors will levy against the initial purchaser at the time he settles on his purchase contract part of one monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board rectors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses 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 the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be identified and accounted for each Unit Owner in accordance with the respective Common Element Interests of each Unit Owner as set forth in the Declaration of Condominium, as the same may be amended from time to time.

Section 3. Payment of Common Expenses. All Unit Owners to the extent set forth shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article VI and such expenses not paid by the 15th day of each month shall be in default. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. Any Unit Owner may be entitled to a statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the Unit Owner pursuant to Section 55-79.84(h) of the Code of Virginia, as amended. The statement must be furnished or made available within ten (10) days of the request. 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 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 4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Elements (including the Limited Common Elements, if any) 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, (unless, if in the opinion of not less than a majority of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit owner) provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements, if any, appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including, without limitation, the items enumerated in subsection (b) hereof.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.

(2) 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.

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subparagraphs (a) and (b) above, 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 "A" hereto.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction (as renovated) and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 6. Additions, Alterations or Improvements by the Board of Directors. Except for the initial Board of Directors, established pursuant to Article III, Section 1, whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements (not otherwise scheduled for repair or replacement pursuant to any adopted schedule of reserves) costing a sum in excess of fifteen percent (15%) of the total annual budget of the Condominium for any consecutive twelve (12) month period, the making of such additions, alterations or improvements shall be approved by at least the number of units to which a majority of the Common Element Interests appertain.

Subject to the provisions of Article VI, Section 2(d) of these Bylaws, any additions, alterations, or improvements costing a sum less than fifteen percent (15%) of the total annual budget of the Condominium for any consecutive twelve month period may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Notwithstanding the foregoing, if in the opinion of not less than a majority of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor in such proportions as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7. Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paid or alter the exterior of any building, without the prior written consent of the Board of Directors. Requests must be sent by certified mail. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and 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 Unit Owners Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having 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, at the cost of the Unit Owner, 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 7 shall not apply to Units owned by the Declarant until deeds of conveyance of such Units shall have been recorded.

Section 8. Easements of Unit Owners Association

(a) Easements are reserved to the Unit Owners Association through each of the Units for benefit of any adjoining Unit as may be required for structural repair and maintenance of electrical lines and conduits, gas lines, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such Units.

(b) There is reserved to the Unit Owners Association or its delegate, the right of entry to any Unit and an easement for access therein, as provided by Section 55-79.79(a) of The Condominium Act, when and as necessary, in connection with any repairs, maintenance, landscaping or construction for which the Unit Owners Association is responsible, or for which any Unit owner is responsible hereunder. Any damage caused by such entry shall be repaired at the expense of the Unit Owners Association. Provided, however, that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

(c) The Board of Directors may charge each Unit Owner for the expense of all maintenance, repair or replacement to the Common Elements, or to those parts of Units as to which the Unit Owners Association has the responsibility to maintain and repair, rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, licensees or guests of lessees. The payment and collection of any charge made pursuant to the foregoing provision shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws and the Condominium Act, including, without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

Section 9. Tenant Eviction. In the event that the tenant of any Unit Owner shall breach his lease by failing to comply with any of the terms of the Declaration, these

By-Laws and the Rules and Regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.

Section 10. Annual Audit. An audit of the accounts of the Unit Owners Association shall be made annually in the manner as the Board of Directors may decide, provided, however, that after having received the Board's audit at the annual meeting, the Unit Owners, by a majority vote, may require that the accounts of the Unit Owners Association be audited as a Common Expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within sixty (60) days after the end of each fiscal year.

ARTICLE VII

INSURANCE

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article VII, all insurance policies relating to the property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverages required by this requirement or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies or if such coverages are available only at a demonstrably unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives its right of subrogation to any claims against the Board of Directors, the Unit Owners Association, the Managing Agent or the Unit Owners and their respective agents, employees, guests and in the case of Unit owners, the members of their household.

(2) Such policy can not be cancelled, invalidated or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors, Unit Owner (including his invitees, agents and employees) or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(3) Such policy may not be cancelled or substantially modified without at least sixty (60) days prior written notice to the Board of Directors and the Managing Agent and, in the case of physical damage insurance written notice of cancellation or substantial modification shall be given to all Mortgagees of Units.

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(4) The named insured under any such policies shall be the Unit Owners Association of the Condominium project, as a trustee for the Owners of the Condominium Units, or its authorized representative, including any trustee with which such Association may enter into any insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies. Further, the Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

(c) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia, and holding a financial size rating of Class XI or better by Best Insurance Reports, if available, and if not available the best comparable rating available. Physical damage policies shall be in the form and substance acceptable to Mortgagees.

(d) 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 VII shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant against liability for (or waive any rights with respect to) warranty claims.

(e) Such policies shall also provide, to the extent available:

(1) The insurer of the Master policy shall issue to each Unit Owner or their Mortgagee a certificate or subpolicy specifying the portion of the Master Policy allocated to each Unit Owner's Unit and his undivided interest in the Common Elements.

(2) That until the expiration of sixty (60) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums.

(3) That the net proceeds of such policies, if greater than Twenty-five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee, if any is designated.

(4) That the Master Insurance policy shall contain a standard mortgage clause in favor of each Mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee, if one is designated.

(f) That the "no control" clause be part of the Master policy which states that coverage must not be prejudiced by (a) any act or neglect of the Owners of Condominium Units when such act or neglect is not within the control of the Unit Owners Association or (b) any failure of the Unit Owners Association to comply with any warranty or condition regarding any portion of the premises over which the Unit Owners Association has no control.

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a "master" or "blanket" "All Risk" policy of property insurance equal to full replacement value (i.e., 100% of current "replacement cost," with a reasonable deductible amount, exclusive of land, foundation, excavation and other items normally excluded from coverage) with an Agreed Amount Endorsement to the Condominium project, including all building service equipment, air conditioning equipment and the like, and any fixtures or equipment within the Condominium Unit including all of the kitchen and bathroom fixtures initially installed therein by the Declarant and the replacements thereto installed by the Declarant, but not including furniture, wall coverings, furnishings or other personal property supplied or installed by Unit Owners. Furthermore a Demolition and Contingent Liability from operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement shall be procured as required. The amount of coverage is to be redetermined annually by the Board of Directors with the assistance of the insuring company. The Master Insurance Policy must afford protection against at least the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and to the extent determined by the discretion of the Board of Directors, water damage:

(2) Such other risks as are customarily covered in similar projects.

(b) Such policy shall also provide:

(1) That despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such operation shall not be exercisable without the prior written approval of the Unit Owners Association (or any Insurance Trustee) or when in conflict with provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement of law.

(2) The following endorsements (or equivalent) (i) "no control"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; and (iv) "agreed amount" or elimination of co-insurance clause.

(3) A "no other insurance" clause expressly excluding 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 required by law.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability libel, slander, false arrest and invasion of privacy coverage and liability coverage for acts of The Unit Owners Association, officers and Directors of the Unit Owners Association, and property damage insurance in a limit no less than \$1,000,000.00 per occurrence, insuring the Unit Owners Association, each member of the Board of Directors, the Managing Agent, each Unit Owner, those entitled to occupy any Unit, against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incidental to the ownership and/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 his 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 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.

Section 4. Other Insurance. 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 Unit Owners 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 current amount required by the Mortgagees, the Federal National Mortgage Association or 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) workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) broad form machinery and pressure vessel explosion insurance in an amount not less than One Hundred Thousand Dollars per accident per location; and

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

Section 5. Separate Insurance. Each Unit Owner or any tenant of such Unit Owner should, at his own expense, obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property, for any "betterments and Improvements" made to the Unit and for his personal liability, provided that no Unit Owner or tenant shall acquire or maintain such additional 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 which it may have in force on the property at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the Unit Owner. All such additional policies shall contain waivers of subrogation. No Unit Owner or tenant shall obtain separate insurance policies, except as provided in this Section 5. Any Unit Owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event of cancellation.

Section 6. Insurance Trustee.

(a) The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Unit Owners Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these By-Laws.

(b) The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any

insurance policies, nor the failure to collect any insurance proceeds. 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 By-Laws, for the benefit of the Unit Owners and their respective Mortgagees.

Section 7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner of a Unit and for each Mortgagee of a Unit and for each Owner of any interest in the Condominium to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 8. Premiums; Premiums upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

ARTICLE VIII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, or the Insurance Trustee, if any, shall arrange for and supervise the prompt repair and restoration of the buildings (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures, and appliances initially installed therein by the Declarant, and replacements thereof installed by Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the building, including any damaged Unit, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Unit 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 Board of Directors determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of

reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments necessary to cover such insufficiency shall be made against all the Condominium Units according to the respective Common Element Interests as set forth in the Declaration of the Condominium, as the same may be amended from time to time. Notwithstanding anything to the contrary herein contained, the Unit Owners Association shall not be responsible for any items of repair, replacement, or maintenance or consequential damage to any Unit, for which it would not otherwise be responsible under the provisions of these By-Laws unless the loss or consequential damage caused to said Unit and requiring repair, replacement or maintenance, was occasioned through the fault of the Unit Owners Association. This provision shall be deemed to include the payment by the Unit Owner or Owners of any deductible amount under any Association insurance policy.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the property was originally constructed, or later restored by the Declarant, if any.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Architectural Plans under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceeds Twenty-Five Thousand Dollars (\$25,000.00), then the funds collected by the Board of Directors from assessments against the Unit owners shall be deposited by the Board of Directors with the Insurance Trustee, if any, and the entire construction fund shall be held by the Insurance Trustee and disbursed as ordered by the Board of Directors.

(b) Method of Disbursement. The construction fund shall be paid by the Board of Directors or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractor(s), supplier(s) and personnel performing the work of supplying the materials or services for the repair and reconstruction of the building as is designated by the Board of Directors.

(c) Surplus. It shall be presumed that 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 the costs of the reconstruction and repair for which the fund is established, such balance shall, at the determination of the Board of Directors, either be deposited in the Unit Owners Association general operating account or rebated to the Unit Owners.

(d) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units.

(e) Certificate. The Insurance Trustee, if any, shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, of the Unit Owners Association certifying:

(i) Whether or not the damaged property is to be reconstructed and repaired.

(ii) The name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it 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 held by it. Any such certificate shall be delivered to the Insurance Trustee, if any, promptly after request.

Section 4. When Reconstruction is Not Required. In the event the Board of Directors elects not to repair insubstantial damage to the Common Elements, any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to section 55-79.72:1 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 Board of Directors or the Insurance Trustee, as the case may be, 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 his Unit in the order of priority of such liens.

ARTICLE IX

MORTGAGES

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee and any changes thereto. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units." All notices given pursuant to

this Article and these Bylaws shall be given only to those mortgagees listed in the "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Board of Directors, whenever so requested in writing by a First Mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within 60 days, shall promptly send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each Unit Owner and each First Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on a business day, but not more often than once a month.

Section 5. Notices of Damages, Condemnation. The Board of Directors shall timely notify: (i) the First Mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds \$1,000, or whenever the Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority; and (ii) all Mortgagees whenever damage to the Common Elements exceeds \$10,000, or whenever the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. For purposes of this Section, the Board of Directors, when giving notice to any mortgagee, shall also notify the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA) or the Veterans Administration (VA) and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

Section 6. Notice of Termination of Management Contracts. The Board of Directors shall notify all First Mortgagees in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of at least two-thirds of all First Mortgagees shall be required to effectuate any decision by the Unit Owners Association to terminate professional management and assume self-management of the Condominium.

Section 7. Audited Financial Statement. Each First Mortgagee shall be entitled to receive, upon request, a copy of the annual audited financial statement within sixty (60) days following the end of the Association's fiscal year.

Section 8. Rights of First Mortgagees. Unless at least two-thirds (2/3) of the First mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Unit Owners Association shall not:

(a) change any Unit's Common Element Interest except as permitted by the Declaration;

(b) partition or subdivide any Unit or that Unit's Common Element Interest of the Condominium, or abandon, partition, subdivide, encumber, sell or transfer the Common Elements of the Condominium (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) except as may be permitted by the Declaration;

(c) by act or omission seek to abandon or terminate condominium status of the project;

(d) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards;

(e) use the proceeds of casualty insurance for any purpose other than replacement, repair or reconstruction of the Units or Common Elements except as permitted by the Condominium Act.

Section 9. "First Mortgagee", "Mortgagee", and "Mortgage". As used in this Article and generally in the Declaration and By-Laws, "First Mortgagee" and the term "Mortgagee" includes the holder of a note secured by a First Deed of Trust or Mortgage encumbering a unit and recorded among the land records of the jurisdiction in which the Condominium is located, and the term "Mortgage" includes any Deed of Trust recorded among the said land records.

Section 10. Presumptive Approval. A Mortgagee who is notified of additions or amendments to the Condominium instruments pursuant to this Article and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 11. Other Mortgagees Rights. All mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. In addition, all Mortgagees shall have the right to examine the books and records of the Condominium and require the submission of annual financial reports and other budgetary information.

Section 12. Amendment to the Declaration or to the By-Laws of the Unit Owners Association. Except as otherwise permitted by the Condominium Instruments, the prior written approval of two-thirds (2/3) of all institutional holders of First Mortgages will be required for any material amendment to the Declaration or By-Laws of the Unit Owners Association.

ARTICLE X

COMPLIANCE AND DEFAULT

Section 1. Relief. As set forth in Section 55-79.53, Code of Virginia, as amended, each Unit Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws and the Rules and Regulations, and any amendments of the same. 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) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws and the Rules and Regulations shall be grounds for relief which may include, without limitation to, 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 By-Laws 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 an aggrieved Unit Owner.

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

(c) Cost and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Unit Owners Association, the Directors, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners Association, the

Board of Directors, 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 Declaration, these By-Laws, or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these By-Laws or the Rules and Regulations, or at law or in equity.

(e) 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 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 (18%) per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(f) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws; (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(g) Other Penalties. Failure by a Unit Owner to comply with any of the terms of the Declaration, these By-Laws and the Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of fines. Any such resolution duly adopted by the Board of Directors shall be adopted in accordance with Section 55-79.80:2.B of The Virginia Condominium Act, as amended.

Section 2. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses, or any special assessment or any other sum duly levied, made pursuant to these By-Laws 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.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the

Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association.

(c) A suit to recover a money judgment for unpaid contributions 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.

(d) Late Charges. Any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, which is not paid within fifteen (15) days after it is due, may at the option of Board of Directors be subject to a late charge of ten percent (10%) of the assessment or such greater amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these By-Laws for the collection of assessments.

Section 3. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws 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 XI

USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

Section 1. Use Restrictions. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Except for the areas of the Condominium designated for recreational use and except as provided in the Declaration, no Unit shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary non-residential uses from time to time in any Unit. Nothing in these By-Laws shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing, administrative office, display or other related purposes or from using any appropriate portion of the Common Elements for settlement or sales of Condominium Units.

(b) 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 his 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.

(c) No immoral, 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.

(d) 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 Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(e) The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored therein. No person or persons shall play or loiter in halls or stairways.

(f) No Unit shall be rented for transient or hotel purposes. No Unit shall be leased or rented for any period less than six (6) months. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested 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 fully executed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Nothing in these By-Laws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant or Common Element of the Condominium for promotional, marketing, administrative office, display or other related purposes or from using any Unit or portion

of the Common Elements for temporary hospitality quarters for residents of the Condominium or their guests.

(g) No commercial trucks, buses or any commercial vehicle shall be permitted to be kept or parked overnight upon any portion of the Property without the written approval of the Board of Directors. Trailers, campers, recreational vehicles or boats may not be parked on the Property except in designated areas. No vehicles shall remain on the Condominium premises unless it has current state license plates, county tags and a current inspection sticker. Repairing vehicles of any kind shall not be permitted upon the Condominium property. Washing of vehicles of any kind shall not be permitted on the Condominium property unless the Board or the Declarant, designates an area or areas for such activity.

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and 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), 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 (10) days' written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult 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 Condominium, 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 shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on the Common Elements of the Condominium.

(i) Except for such signs as may be posted 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 Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

(j) Wall to wall carpeting and padding shall be maintained on all floor surfaces (excluding kitchens, closets, bathrooms and those areas with wood floors provided by Declarant) in Units located over other Units to adequately reduce transmission of sound between Units. Except as to those major appliances as may be installed by Declarant during its initial construction by Unit Owners as of Units, or as may be installed

replacements thereof, additional major appliances may not be installed in a Unit without prior written approval of the Board of Directors.

(l) No Unit Owner shall allow anything whatsoever to fall from the windows of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit onto the Common Elements.

(m) Refuse and garbage shall be deposited in the area provided therefor.

(n) No clothes line or similar device shall; be permitted on any portion of the Condominium Property.

(o) The Board of Directors of the Association may retain a pass-key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of Directors of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access.

(p) No Unit Owner shall make or permit any disturbing noises by himself, his family, his servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(q) No antennas, radio receiving or television wiring, or other wiring, shall be installed without the written consent of the Board of Directors.

(r) Waterbeds shall not be permitted in any Unit without written consent of the Board of Directors.

(s) Unit Owners and occupants shall exercise extreme care not to disturb other Unit Owners or occupants with excessive noise from the use of radios, televisions, musical instruments, amplifiers, or telephones.

(t) Windows in each Unit shall be kept free of any metal bars of the type used for protection and all window treatments (curtains, blinds, shades, etc.) visible from the exterior of the Unit shall be white in color.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which have been adopted by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments 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 3. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors 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 his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his 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 the Unit Owner is present at the time or not.

Section 4. Utility Charges. Utilities which are individually metered will be the responsibility of the Unit Owner. The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses.

Section 5. Parking Spaces. Except to the extent limited by the Declarant and such parking spaces as may be used by Declarant in conjunction with Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by Unit Owners on a first-come, first-served basis except as the Board of Directors may otherwise determine. The cost of maintenance and repair of all off-street parking spaces shall be a Common Expense.

Section 6. Storage Areas; Disclaimer of Bailee Liability. Any storage cubicles or areas in the Condominium are Common Elements and may be assigned to Units 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 or areas and vehicles parked in the parking areas of the Condominium), 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.

ARTICLE XII

CONDEMNATION

In the event of a taking in condemnation or by eminent domain, the provisions of Section 55-79.44, Code of Virginia, as amended, shall prevail and govern.

ARTICLE XIII

MISCELLANEOUS

Section 1. Notices. All notices, demands, bill statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail, first-class, prepaid.

(a) 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

(b) If to the Unit Owners Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent, or at such other address as shall be designated by the notice in writing to the Unit Owners pursuant to this Section.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Resale by Purchaser. The Unit Owners Association, in complying with section 55-79.97(a), Code of Virginia, 1950, as amended, shall furnish to the purchaser prior to contract date, the appropriate statements. The Board of Directors of the Unit Owners Association may charge the seller up to the maximum amount allowed by law to comply with statements pursuant to Sections 55-79.84(h) and 55-79.85, Code of Virginia, 1950, as amended. In addition, the Board of Directors may fix such other amounts as are required in complying with Section 55-79.97(a), 2 through 7, Code of Virginia, 1950, as amended.

Section 4. Interchangeable Terms. As used in these By-Laws, the terms "mortgage" and "deed of trust" are interchangeable with each other, and the terms "mortgagee" and "deed of trust noteholder" are interchangeable with each other.

Section 5. Certain Contracts of Declarant. Any employment contract or lease of recreational facilities or parking areas entered into by the Declarant on behalf of the Unit Owners' Association during the period within which Declarant is in control of the Unit Owners' Association, may at the option of the Association be terminated without penalty upon not more than 90 days notice.

ARTICLE XIV

AMENDMENTS TO BY-LAWS

Section 1. Amendments. These By-Laws may not be modified or amended except as provided in Section 55-79.71 of the Condominium Act; provided, however, that until the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act:

(1) Section 2 of Article II; (2) Section 9 of Article II; (3) Section 1 of Article III; and (4) Section 1 of this Article XIV may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the Unit Owner of Units representing more than twenty-five percent (25%) of the aggregate Common Element Interests of the Condominium.

Section 2. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these By-Laws 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 By-Laws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed on behalf of the Unit Owners Association of Potowmack Crossing II Condominium this 15th day of September, 1994.

POTOWMAK CROSSING II OF VIRGINIA,
INC., a North Carolina corporation

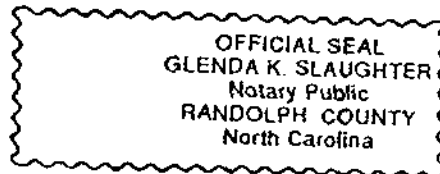
By: *David C. Greene*
Vice President

STATE OF _____ :
CITY/COUNTY OF _____ : to-wit:

The foregoing instrument was acknowledged before me this 15th day of September, 1994, by David C. Greene, President of Potowmack Crossing II of Virginia, Inc., a North Carolina corporation.

My commission expires: 1/19/98

5865\BYLAWS
2/4/94;3/15/94



Glenda K. Slaughter
NOTARY PUBLIC

BK 1508PG0623

EXHIBIT "A"
TO
BYLAWS

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

EXHIBIT 'A' TO BYLAWS

POTOMACK CROSSING II

MAINTENANCE RESPONSIBILITIES

NOTES

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 determines ownership.

Column I:

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

Column II:

General Common Elements Under Unit Owners 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 Unit Owners 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 Component Under Unit Owners 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 Expense.

Column V:

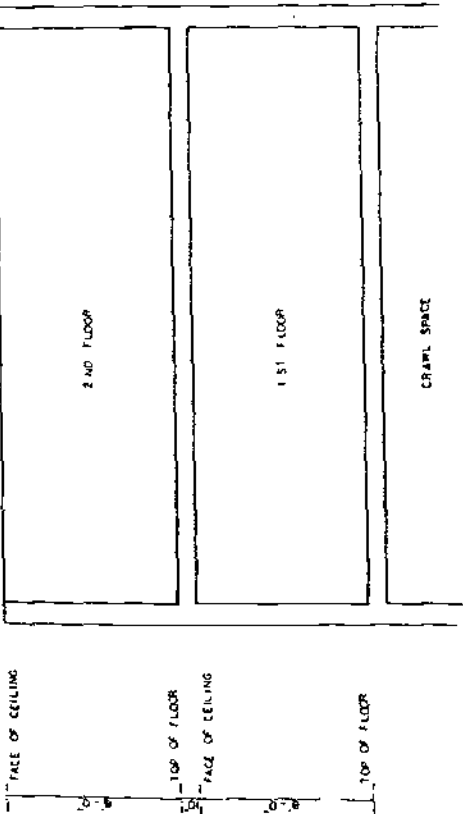
Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component: The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.

BK 1508PG0624

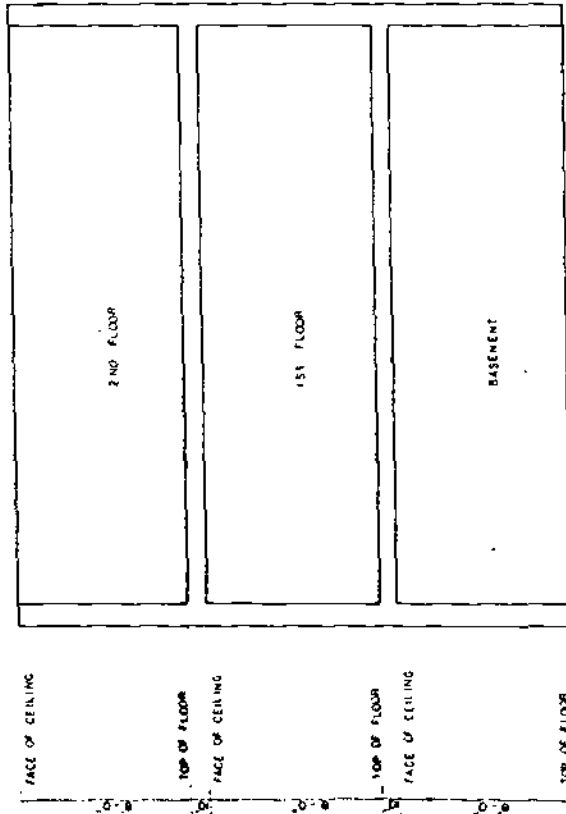
MAINTENANCE RESPONSIBILITIES

Items	I	II	III	IV	V
Plumbing and related systems and components thereof.	All, in all regards.	General Common Elements Under Unit Owners Association Responsibility	Limited Common Under Unit Owners Association Responsibility	Unit Components Under Unit Owners Association Responsibility	Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component
Electrical and related systems and components thereof, including fixtures.	All, in all regards.	-	Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur. Also damage caused to such Unit from causes initially occurring outside that Unit. Repair of grouting caulking, and other water inhibitors when Unit Owner upon responsible notice refuses to repair condition threatening or causing damage to other Units or Common Elements.	All portions within a Unit serving only that Unit, including fixtures and appliances attached thereto. Water damage to a Unit, when the primary source of the problem is through negligence of the occupants of that Unit, and water damage to other units, resulting from such negligence.	All electrical and related systems and components thereof serving only one Unit, including exterior fixtures serving primarily one Unit.
Heating and Cooling Systems.	Systems serving only Common Elements, all, in all regards.	-	-	System serving each unit, all maintenance repairs and replacement.	

I Items	II General Common Elements Under Unit Owners Association Responsibility	III Limited Common Under Unit Owners Association Responsibility	IV Unit Components Under Unit Owners Association Responsibility	V Certain Other Components Under Unit Owners' Responsibility Without Respect to Ownership of the Component
Interior Walls	-	-	-	All in all regards.
Building, exterior roof, vertical walls, foundations, gutters and downspouts.	All, in all regards with the exceptions noted herein.	-	-	-
Unit entry doors.	All, in all regards except as noted in Column V.	-	Painting of exterior of Unit entry door and portions of door and door frame which are exposed to the exterior.	Interior of Unit entry door, all door hardware, weather stripping, door sill.
Windows & Screens	All which do not serve a Unit, in all regards. All shutters. Repainting as necessary, with routine building repaint cycle.	-	Repair, replacement of windows, frames and screening.	Routine cleaning.
Exterminating	All, in all regards.	-	All, in all regards.	-
Grounds immediately surrounding the Condominium building.	All, in all regards.	-	-	-

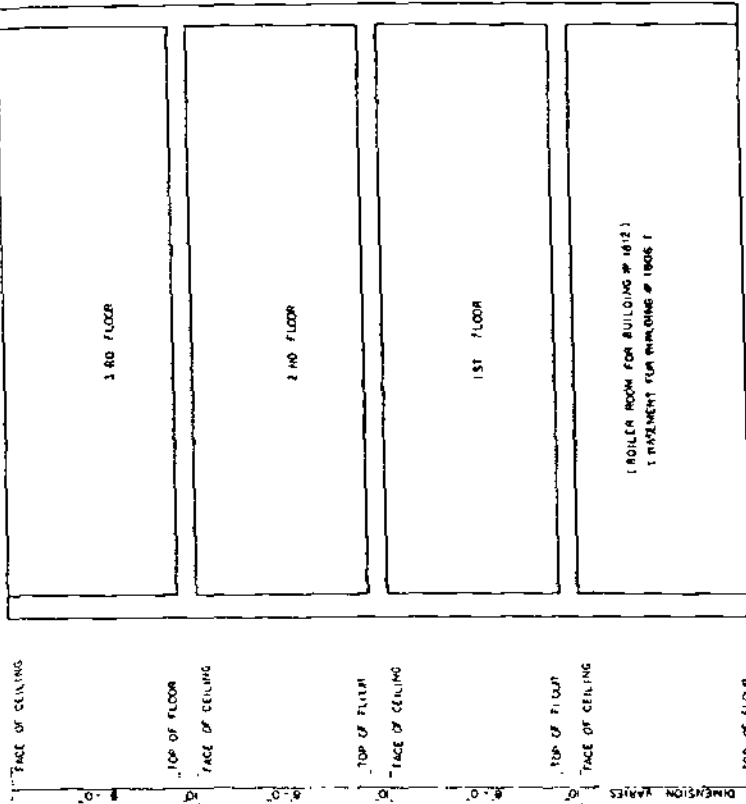


SECTION AA
(FOR BUILDING # 1800 THRU 1804
B. BUILDING # 1816)



SECTION BB
(FOR BUILDINGS # 1814 B. # 1816)

CLERK, CIV.
ENGINEER, CIV.
CHECK, CIV.



SECTION CC
(FOR BUILDINGS # 1806 THRU # 1812)

PLAN SHOWING
THE LOCATION AND DIMENSIONS OF
UNITS AT

POTOMACK CROSSING II
CONDOMINIUM

CITY OF ALEXANDRIA, VIRGINIA
SCALE: 1/4" = 1' DATE: JANUARY 3, 1994
PATTON HARRIS RUST & ASSOCIATES
A PROFESSIONAL CORPORATION
CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
FARMERS, VIRGINIA
(703) 273-8700



POTOMACK CROSSING II
CONDOMINIUM

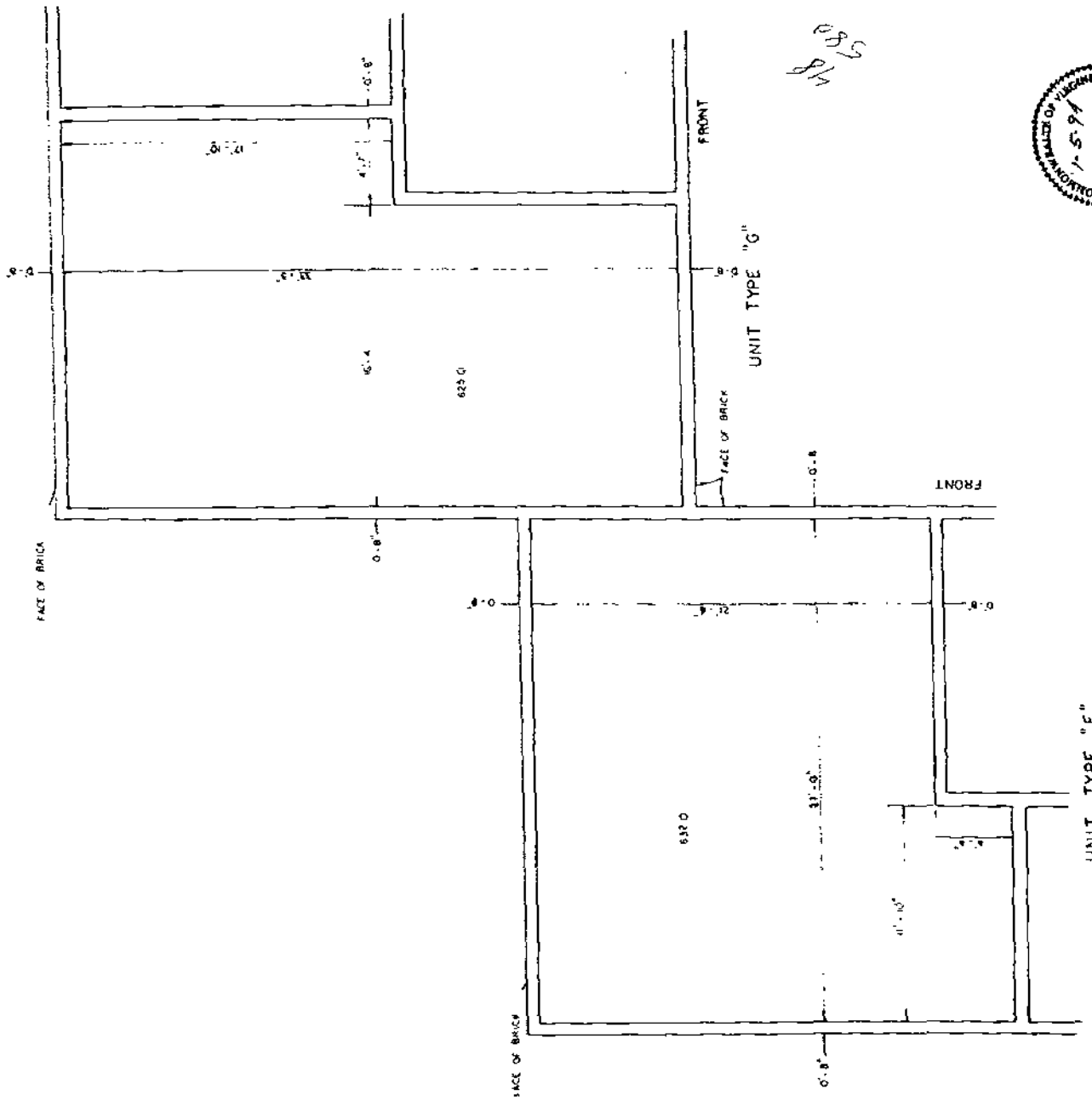
CITY OF ALEXANDRIA, VIRGINIA
SCALE: 1/4" = 1' DATE: JANUARY 5, 1994

A PROFESSIONAL COMPARISON

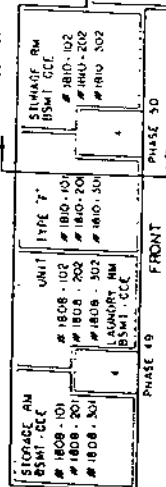
FAIRFAX. VINCINIA
43037 473-4700

EXHIBIT C 34651 2

CONC. : GRV
DRAUGHT : CORN
CHICK : GOLF



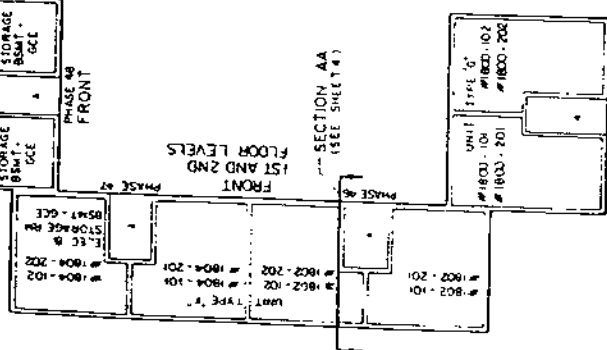
SECTION CC
(SEE SHEET 10)



1ST, 2ND AND 3RD
FLOOR LEVELS

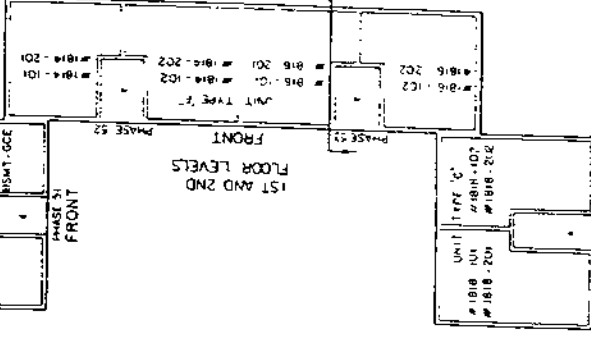
* UNITS 1810-101, 1810-201, 1810-301
ENTRANCE FROM 1001

SECTION AA
(SEE SHEET 4)

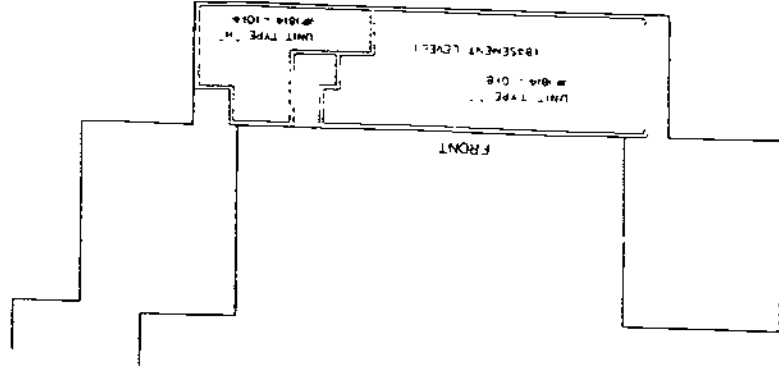


1ST AND 2ND
FLOOR LEVELS

SECTION BB
(SEE SHEET 4)

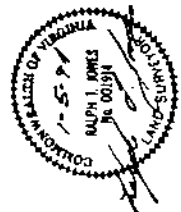


1ST AND 2ND
FLOOR LEVELS



PLAN SHOWING
THE LOCATION AND DIMENSIONS OF
UNITS AT
POTOMACK CROSSING II
CONDOMINIUM

CITY OF ALEXANDRIA, VIRGINIA
SCALE: 1" = 20' DATE: JANUARY 3, 1994
PATTON HARRIS RUST & ASSOCIATES
A PROFESSIONAL CORPORATION
CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
FAIRFAX, VIRGINIA
(703) 273-8700



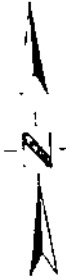
SURVEYOR'S CERTIFICATE
I, RALPH I. JONES, A QUALIFIED LAND SURVEYOR IN THE
COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THESE PLANS
WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION
AND THAT I AM A MEMBER IN GOOD STANDING OF THE VIRGINIA
SURVEYING SOCIETY AND THAT ALL UNITS SHOWN ARE SUBSTANTIALLY
COMPLETED.

GIVEN UNDER MY HAND THIS 31ST DAY OF JANUARY 1994

- NOTES:
1. ALL DIMENSIONS SHOWN FOR HORIZONTAL AND VERTICAL ARCHITECTURAL LAYOUT ARE MEASURED IN FEET AND INCHES.
 2. THE DIMENSIONS AS SHOWN HEREIN ARE MEASURED FACE OF ORTHAL TO FACE OF ORTHAL OF EACH UNIT.
 3. EXTERIOR WALL DIMENSIONS ARE MEASURED FACE OF ORTHAL TO FACE OF ORTHAL.
 4. VERTICAL DIMENSIONS ARE MEASURED FROM TOP OF FLOOR TO FACE OF ORTHAL IN THE CEILING.

COMP. BY
DRAWN BY
CHECKED BY

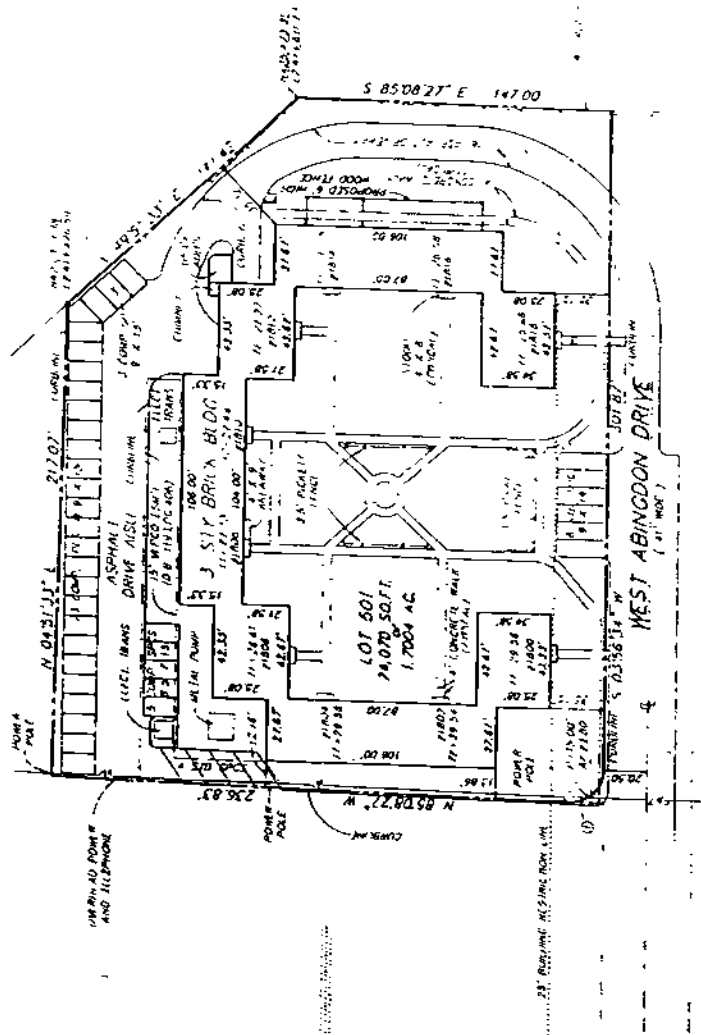
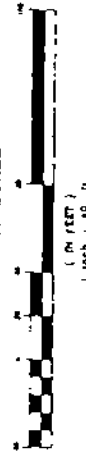
ORIGINAL SITUATION
COORDINATE SYSTEM - NORTH ZONE



SURVEYOR'S CERTIFICATE

Surveyed and plotted by
John A. Holland
4/7/94

GRAPHIC SCALE



CURVE DATA

- ① RADIUS 13.00'
ARC LENGTH 22.60'
CHORD 15.21'
CHORD BEARING S 49° 21' 00" W

NOTES

PROPERTY DELINEATED ON THIS PLAN IS SHOWN ON THE RECORD MAP AS PARCELS 23-01-01-1 AND 23-01-01-2. THE PROPERTY IS LOCATED IN FLOOD ZONE OF FLOODING AND IS A FLOOD HAZARD AREA. THE FLOOD HAZARD MAP IS A RANGE RATE MAP OF ALEXANDRIA IS PREPARED BY THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) IN 1988. THE REPORT WAS ISSUED BY CONDOMINIUM LAND INSURANCE COMPANY, POLICY NUMBER 142-1-30821. THE REPORT IS SUBJECT TO THE TERMS, CONDITIONS, AND COVENANTS OF THE POLICY. THE POLICY IS RECORDED IN DEED BOOK 1181 AT PAGE 1813. THE LAND RECORDS OF ALEXANDRIA.

EXISTING & PROPOSED IMPROVEMENTS AND EXISTING EASEMENTS
POTOWMACK CROSSING II CONDOMINIUM
CITY OF ALEXANDRIA, VIRGINIA

EXHIBIT D

1941 SUCCESSION
SUBMITTED LAND

HOLLAND
ENGINEERING

DATE	REVISION	BY	DATE
10/21/93	REVISION 1	JOHN A. HOLLAND	10/21/93
04/07/94	REVISION 2	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 3	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 4	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 5	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 6	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 7	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 8	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 9	JOHN A. HOLLAND	04/07/94
04/07/94	REVISION 10	JOHN A. HOLLAND	04/07/94

FRONT

FACE OF BRICK

UNIT TYPE "H"

BASEMENT FLOOR LEVEL

PLAN SHOWING
THE LOCATION AND DIMENSIONS OF
UNITS AT

POTOMACK CROSSING II
CONDOMINIUM

CITY OF ALEXANDRIA, VIRGINIA
SCALE: 1/4" = 1' DATE: JANUARY 5, 1994

PATTON HARRIS RUST & ASSOCIATES
A PROFESSIONAL CORPORATION

CONSULTING ENGINEERING - LAND SURVEYING - PLANNING
FAIRFAX, VIRGINIA
17031 273-6700



UNIT TYPE "H"

FACE OF BRICK

COMP. BY
DRAWN BY
CHECKED BY

BK 1508PG0647

VIRGINIA: IN THE CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE CITY OF ALEXANDRIA

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

CONSIDERATION \$ _____

ASSUMPTION \$ _____

STATE GRANTEE'S TAX _____

CITY GRANTEE'S TAX _____

TRANSFER FEE _____

CLERK'S FEE 91.00 _____

1.00

STATE GRANTOR'S TAX _____

CITY GRANTOR'S TAX _____

TOTAL 92.00 _____

TESTE: E. J. Harrison, CLERK

by: Ann Small, DEPUTY CLERK

RECORDED ALEX. VA.
STATE TAX
CITY TAX
TRANSFER FEE
SEP 30 10 14 AM '94

U 2 1 2 0 0

Condominium Declaration
Potowmack Crossing II Condominium

21255-

DECLARATION
OF
POTOWMACK CROSSING II CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), Potowmack Crossing II of Virginia, Inc., a North Carolina corporation ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in the City of Alexandria, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Condominium Property") to the provisions of The Condominium Act.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest as a tenant in common with the other unit owners.

I. DEFINITIONS: Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.

II. NAME OF THE CONDOMINIUM: The condominium established hereby shall be known as Potowmack Crossing II Condominium ("The Condominium").

III. LOCATION OF BUILDINGS AND UNITS: The location and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit "D" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto.

IV. UNIT BOUNDARIES: The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface or face of the ceiling drywall.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated floor.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the interior surface or face of the drywall of all walls

WALSH, COLUCCI, STACKHOUSE, ENRICH & LUBELEY, P.C.
COURTHOUSE PLAZA
THIRTEENTH FLOOR
2200 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit includes heating and air-conditioning apparatus serving only that unit (whether or not located within the unit boundaries), which apparatus is part of the unit. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system serving only one unit which is located outside the unit is a part of that unit.

(d) Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the By-laws, attached as Exhibit "B" hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

(e) The Common Elements of the Condominium shall include all portions of the Condominium other than the Units.

V. THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS:

(a) Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated a percentage of interest in the Common Elements of the Condominium based on the proportion which the par value of each Unit bears to the par value of all Units then comprising the Condominium ("Common Element Interest"). Attached as Exhibit "C" hereto is a schedule listing all units by their identifying numbers, par value and Common Element Interest.

The par value of all units has been established by unit types as follows:

<u>Unit Type</u>	<u>Par Value</u>
1 Bedroom	792
3 Bedroom	1120
1 Bedroom with den	864

Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(e) of the Code of Virginia, 1950, as amended, and those which may be marked and identified on the Plans attached as Exhibit "E".

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS: Declarant reserves the right to assign any Common Elements shown on the Plats and Plans and labeled "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as a Limited Common Element pursuant to the provisions of Section 55-79.57(c) of the Code of Virginia, 1950, as amended, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

VIII. DESIGNATION OF RESERVED COMMON ELEMENTS: The Board of Directors of the Unit Owners Association shall have the power in its discretion to: (i) designate from time to time any portion of the Common Elements (not designated by Declarant pursuant to Article VII herein) as "Reserved Common Elements"; (ii) grant reserved rights therein to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

IX. EASEMENTS AND OTHER ENCUMBRANCES, ETC.:

Section 1. Easements, Rights-of-Way of Record:

The Submitted Land is subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page references wherein said easements and rights-of-way were imposed are shown on the Plat attached as Exhibit "D" hereto.

Section 2. Easement for Ingress and Egress through Common Elements, Access to Units and Support:

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI, Section 3, of the By-laws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period, such entry

shall be permitted to perform warranty related work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Declarant's Right to Grant Easements:

The Declarant shall have the right, prior to the termination of maximum time permitted for the Declarant control period under Section 55-79.74(a) of The Condominium Act, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for access and construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer,, drainage, gas, electricity, telephone, other utilities, and cable TV.

Section 4. Easement to Facilitate Sales:

All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of The Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted Land for models, sales offices, management offices, customer services and similar purposes. The reservation of this easement to facilitate sales is expressly applicable to the Submitted Land. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 5. Easements for Encroachments.

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of The Condominium Act.

Section 6. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of any items in

the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration. The Declarant does not have the right to remove land which is part of the Common Elements.

Section 7. Easement for Renovation:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its renovation of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and renovation equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

Section 8. Easement for Use of Recreational Facilities and Parking Spaces.

The Condominium is subject to a non-exclusive right and easement for access to and use of the swimming pool, tennis court and exercise facilities ("Recreational Facilities") located on adjacent property known as Potowmack Crossing Condominium. The Facility and Easement Agreement recorded in Deed Book 1181 at page 1617 among the land records of the City of Alexandria also give Unit Owners the right to park on Potowmack Crossing Condominium property. User fees are collected by the Unit Owners Association as part of the Common Expenses and transmitted to Potomack Crossing Condominium.

XI. EXTERIOR MAINTENANCE: There is reserved to the Unit Owners Association of the Condominium the exclusive right to provide for all exterior painting and maintenance of all of the Units and structures in the Condominium and such maintenance of the exterior of the Units and structures in the Condominium shall be a Common Expense to be paid for as part of the expense of upkeep of the Unit Owners Association.

XII. RELOCATION OF BOUNDARIES BETWEEN UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8 of the By-laws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of The Condominium Act.

XIII. SUBDIVISION OF UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8, of the By-laws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of The Condominium Act.

XIV. RIGHT TO LEASE OR SELL UNITS: Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant. Upon expiration of Declarant's control period, Declarant's right to lease any Unit is subject to the provisions of the Condominium Instruments.

XV. PRIORITY OF MORTGAGES: Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgagees.

XVI. NO OBLIGATIONS: Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to restore or build any buildings except to the extent required by The Condominium Act.

XVII. BY-LAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(a) of The Condominium Act, the By-laws attached as Exhibit "B" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners ("The Unit Owners Association").

XIX. SPECIAL DECLARANT RIGHTS, ETC.: Special Declarant rights shall be those specified in Section 55-79.41(x1) of The Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74(3) of The Condominium Act.

XX. RESIDENTIAL RESTRICTION: All Units created on the Submitted Land shall be restricted exclusively to residential use, with the exception of model units; sales, rental or administrative offices of the Declarant.

XXI. AMENDMENT TO DECLARATION: No amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the By-laws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments, or by Sections 55-79.71 and 55-79.72:1 of the Virginia Condominium Act.

XXII. MERGER OF CONDOMINIUM: The Condominium may not be amended or merged with a successor condominium without prior written approval of the Veterans Administration.

IN WITNESS WHEREOF, the said Declarant, has caused this Declaration to be executed in its name by its Vice President.

POTOWMAK CROSSING II OF VIRGINIA,
INC., a North Carolina corporation

By: *[Signature]*

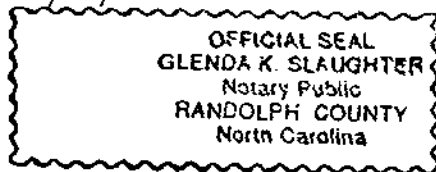
STATE OF
COUNTY OF

to-wit:

The foregoing Instrument was acknowledged before me
this 15th day of September, 1994, by Daniel C. Drene,
of Potowmak Crossing II of Virginia, Inc., a North Carolina corporation.

[Signature]
NOTARY PUBLIC

My commission expires: 1/19/98



5865\DECLAR
2/16/94;2/22/94;3/15/94

EXHIBIT "A"

TO

DECLARATION

DESCRIPTION OF SUBMITTED LAND

PART OF Lot 501, of the Subdivision of Parcel 1, OF the RICHARD C. DYAS PROPERTY and Parcel 1, of the ALVIN L. AUGINESE PROPERTY, the original Lot 501 having been dedicated, platted and recorded among the land records of the City of Alexandria, Virginia, in Book 187, at page 1; said part of Lot 501, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East line of Abingdon Drive (41 feet wide), said point lying in the Southerly boundary line of the Richmond, Fredericksburg and Potomac Railroad property; thence with the West line of Abingdon Drive, S. 4° 46' 50" W. 301.87 feet to a point of curvature; thence along the arc of a 15.00 foot radius curve to the right, 23.80 feet (the chord of which bears S. 50° 14' 30" W. 21.38 feet) to a point in the Northerly boundary line of Lot 500 of said Subdivision, thence with the Northerly boundary line of Lot 500 N. 84° 18' 11" W. 236.83 feet to a point; thence with the East boundary line of Lot 500, N. 5° 41' 49" E. 217.07 feet to a point in the Southerly boundary line of the Richmond, Fredericksburg and Potomac Railroad property; thence with the Southerly boundary line of said property N. 50° 41' 49" E. 141.42 feet and S. 84° 18' 11" E. 147.00 feet to the point of beginning, containing 74,070 square feet of land;

TOGETHER with a right of way over the westerly 25 foot strip of Lot numbered 500, of said Subdivision, from the Southerly extremity of said Strip to a point 45 feet North of the extended Southerly boundary line of said Lot numbered 501, covering all pieces of the Easterly 9 feet of said strip lying South of said Southerly boundary line of said Lot numbered 501, as may be improved with buildings for ingress and egress to and from Lot numbered 501, with right to enter upon, improve and maintain the same for said purpose, and to enter upon, install and maintain thereon such facilities for gas, electricity, telephone, sewer and water as may be necessary for reasonable use and enjoyment of said Lot numbered 501, and with further right to connect with sewer line which is installed or will be installed just inside the East line of said Lot 500, immediately adjacent to and parallel with the West line of Abingdon Drive, in order to serve said Lot numbered 501, with said facilities;

TOGETHER with easement and right to use, in common with owner of said Lot 500 of said Subdivision, as a means of unobstructed ingress and egress, the 30 foot strip of land abutting Slater's Lane at its intersection with Mt. Vernon Memorial Parkway, said 30 foot strip being bounded on the North by the Southerly line of Abingdon Drive and the Southerly boundary of Lot 500, and on the West by the 50 foot easement lying between the Washington and Old Dominion Railroad right of way and the Southwesterly line of said Lot 500; and TOGETHER with an easement for the same purposes of ingress and egress over a 60 foot strip of land lying between the Washington and Old Dominion Railroad right of way and the Southwesterly line of said Lot 500 and the Northerly line of Slater's Lane, and a prolongation in a southerly direction of the Western line of said Lot 500;

TOGETHER with right of way over any streets, driveways, roadways, or alley now or hereafter located elsewhere on said part of Lot numbered 500 with the right to enter upon, improve and maintain the same.

Together with and subject to a non-exclusive easement to use the outdoor parking areas, driveways, alleyways and private driveways as described in Facility and Easement Agreement recorded in Deed Book 1181 at Page 1617.

EXHIBIT "B"
TO
DECLARATION
COMMON ELEMENT INTEREST SCHEDULE

EXHIBIT B TO DECLARATION

POTOWMACK CROSSING II CONDOMINIUM
COMMON ELEMENT INTEREST SCHEDULE

WEST ABINGDON DRIVE

<u>ADDRESS</u>	<u>UNIT #</u>	<u>TYPE</u>	<u>PAR VALUES</u>	<u>COMMON ELEMENT INTEREST</u>
1800	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
1802	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
1804	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
1806	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
	301	1 Bedroom	792	1.98%
	302	1 Bedroom	792	1.98%
1808	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
	301	1 Bedroom	792	1.98%
	302	1 Bedroom	792	1.98%
1810	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
	301	1 Bedroom	792	1.98%
	302	1 Bedroom	792	1.98%
1812	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
	301	1 Bedroom	792	1.98%
	302	1 Bedroom	792	1.98%

POTOWMAC CROSSING II CONDOMINIUM
COMMON ELEMENT INTEREST SCHEDULE

1814	A	1 Bedroom+ Den/ 1 Bath	864	2.16%
	B	3 Bedroom	1120	2.80%
	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
1816	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
1818	101	1 Bedroom	792	1.98%
	102	1 Bedroom	792	1.98%
	201	1 Bedroom	792	1.98%
	202	1 Bedroom	792	1.98%
				<hr/> 100%

WALSH, COLUCCI, STACKHOUSE, EMRICH & LUBELEY

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

COURTHOUSE PLAZA

THIRTEENTH FLOOR

2300 CLARENDON BOULEVARD

ARLINGTON, VIRGINIA 22201-3858

(703) 528-4700

FACSIMILE (703) 525-3187

PRINCE WILLIAM OFFICE

VILLAGE SQUARE

18663 OFFICE PLACE, SUITE 201

WOODBRIIDGE, VIRGINIA 22186-4218

(703) 680-4804

NETRO (703) 680-4807

FACSIMILE (703) 680-3412

LONDON OFFICE

COUNTRYSIDE PROFESSIONAL CENTER

7 PIGEON HILL DRIVE, SUITE 200

STERLING, VIRGINIA 20154

(703) 444-0813

FACSIMILE (703) 444-0815

MARTIN O. WALSH
THOMAS J. COLUCCI
PETER K. STACKHOUSE
JERRY K. EMRICH
MICHAEL O. LUBELEY
KEITH C. MARTIN
NAN E. TERPAK
WILLIAM A. FOGARTY
DAVID J. BOMBARDIER
LYNNE J. TROSEL
LINDA E. FITZGERALD
JOHN E. RONALDI
OF COUNSEL
NICHOLAS MALANCHUK

September 15, 1993

TO BE SENT BY TELECOPY - 202-223-2704

John Freeman
Chesapeake Management Group
1050 17th Street, N.E., Suite 302
Washington, DC 20036

Re: Potomack Crossing Condominium

Dear John:

I have reviewed the attached Declaration and Acknowledgement which you had sent to me.

I believe such a document would be beneficial to the Condominium Unit Owners and I would recommend that the Board of Directors execute the Declaration and Acknowledgement.

If you have any questions please call.

Very truly yours,

WALSH, COLUCCI, STACKHOUSE,
EMRICH & LUBELEY, P.C.

Thomas J. Colucci

TJC/slw

Agreement

The Memorandum of Agreement sets forth certain agreements among Abingdon Apartments Limited Partnership (AALP), a Virginia limited partnership and the former owner of the 242 unit Potowmack Crossing apartment project (PC), the Potowmack Crossing Condominium Unit Owners Association (PCCUO), and Cap Care Group, Inc. (Cap Care), a North Carolina corporation and the contract purchaser of Potowmack Crossing II Apartments (PCII) a 50 unit apartment project presently owned by the Resolution Trust Corporation (RTC) as successor to Home Federal Savings and Loan (HFSL) a/k/a Nationwide Capital.

Whereas AALP entered into a Facility and Easement Agreement dated July 30, 1986 with Potowmack Crossing II Limited Partnership (PCII L.P.) the previous owner of PCII.

Whereas the RTC is the successor owner of PCII by virtue of an assignment of interests in PCII by PCII L.P. to HFSL on January 3, 1992.

Whereas PCCUO is the successor owner of PC by virtue of transfer of title dated February 5, 1992, May 22, 1992, August 21, 1992, January 6, 1993, January 12, 1993 and June 11, 1993.

Whereas Cap Care is the contract purchaser of PCII Apartments from the RTC.

It is agreed as follows:

PCCUO affirms that it is the legal successor to AALP with respect to the Facility and Easement Agreement.

All parties hereto agree that in conjunction with the settlement of the sale of PCII from the RTC to Cap Care, AALP will receive \$15,044 for payment of amounts due AALP for 1992 per the Facility and Easement Agreement, PCCUO will receive \$12,283.50 for payment of amount due through the third quarter of 1993 per the Facility and Easement Agreement, and AALP will receive \$3,150 for security services provided for the benefit of PCII through the third quarter of 1993. Furthermore, PCCUO will receive \$2,500 for legal and administrative expenses associated with the preparation and review of these agreements and underlying documents.

PCCUO shall receive \$6,435 per the Facility and Easement Agreement for amounts due for the fourth quarter 1993 due September 30, 1993 and AALP shall receive \$1,050 for amounts due for security for the fourth quarter 1993 due September 30, 1993.

Cap Care and its successors and assigns will be the successors to PCII L.P., HFSL, and the RTC with respect to the Facility and Easement Agreement and other rights and duties as described in the Condominium Documents of PC and PCII. It is further agreed that Cap Care and its successor and assigns accept the 1993

Potowmack Crossing Health Club Cost Analysis and Budget for 1993 dated March 10, 1993 (attached) as basis for determining cost sharing arrangements prescribed in the Facility and Easement Agreement. Cap Care and its successor and assigns agrees that the methodology and assumptions associated with the 1993 cost analysis budget will be the basis for determining actual 1993 costs and projected budgets for 1994 and thereafter.

Upon the settlement of the sale contract between the RTC and Cap Care, the RTC shall have no further liability with respect to amounts due AALP and PCCUO nor any liability with respect to the Facility and Easement Agreement.

The PCCUO Board of Directors shall execute the Declaration and Acknowledgement (attached) which shall be recorded among the land records of the City of Alexandria by Commonwealth Land Title Insurance Company and shall be recorded in conjunction with the full payment of all amounts due AALP and PCCUO pursuant to this Agreement.

It is agreed that amounts due AALP and PCCUO shall be disbursed by the Commonwealth Land Title Insurance Company in conjunction with settlement of the sale contract between Cap Care and the RTC.

This Agreement shall be held in escrow by the Commonwealth Land Title Insurance Company pending settlement of the sales contract between Cap Care and the RTC for PC II. In the event settlement does not occur and the disbursement of amounts due AALP and PCCA has not occurred by September 30, 1993, this Agreement shall be null and void, and it shall be returned to PCCUO.

This Agreement represents the full understanding of the parties indicated below as of ____ August, 1993.

This Agreement may be signed in counterpart.

The Cap Care Group, Inc.

Potowmack Crossing
Condominium Association
Unit Owners

By: _____
Its: _____

By: _____
Its: _____
By: _____
Its: _____

Abingdon Apartments Limited
Partnership, A Virginia
limited partnership
By: Potomac Real Estate Group
A Delaware Corporation,
General Partner

By: _____
Its: _____
By: _____
Its: _____
By: _____
Its: _____

By: _____
Its: _____

Mc Ginley and Elberg

ATTORNEYS & COUNSELORS AT LAW

*Barrister Square
110. S. South Columbus Street
Alexandria, Virginia 22314
(703) 436-7412*

JOHN F. MCGINLEY, JR. (VA)
DAVID D. ELSBERG (VA & D.C.)

September 9, 1993

FEDERAL EXPRESS
FAX

John K. Freeman
Chesapeake Management Group, Inc.
1050 17th Street, N.W.
Suite 302
Washington, D. C. 20036

RE: Declaration and Acknowledgement;
Memorandum of Agreement;
Cap Care Group, Inc.

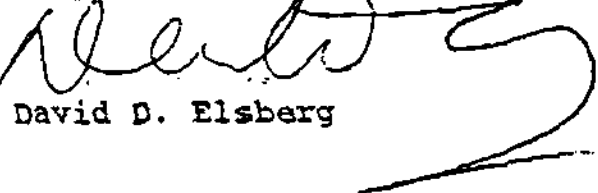
Dear Mr. Freeman:

Enclosed please find an original Declaration and Acknowledgement for signature by the Board of Directors of Potwmack Crossing Condominium. I have removed the language objected to by yourself. The other changes add signature lines for the secured lenders having liens on the property over which the easement runs. Signatures may be made in counterpart.

Also, please find a draft of suggested changes for the Memorandum of Agreement prepared by myself.

Cap Care Group, Inc. will be settling with the RTC prior to September 26, 1993; please let me know when the enclosed documents with changes may be signed and returned by the Associations and Abingdon Apartments Limited Partnership.

Very truly yours,


David D. Elsbeg

DDE/mpk
enclosure

DECLARATION AND ACKNOWLEDGMENT

THIS DECLARATION AND ACKNOWLEDGMENT (THE "ACKNOWLEDGMENT") is made as of this ____ day of _____, 1993, by POTWMACK CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION (the "Association"), party of the first part; and David D. ELSBURG, Trustee for SOUTHERN NATIONAL BANK OF NORTH CAROLINA, a National Banking Association, party of the second part; and Daniel J. HENRY, Substitute Trustee for the Resolution Trust Corporation as Receiver for Perpetual Savings Bank, party of the third part.

R E C I T A L S:

WHEREAS, Abingdon Apartments Limited Partnership, A Virginia limited partnership ("AALP") and Potwmack Crossing II Limited Partnership, a Virginia limited partnership ("PCLP") entered into that certain Facility and Easement Agreement dated July 30, 1986, recorded among the Land Records of Alexandria, Virginia, August 1, 1986, at Liber 1181, folio 1617 (the "Facility Agreement"); and

WHEREAS, the Facility Agreement allocates the cost and maintenance of certain facilities shared between a 242-unit multifamily apartment complex located in Alexandria, Virginia, known as Potwmack Crossing ("PC") and a 50-unit multi-family apartment complex located in Alexandria, Virginia, known as Potwmack Crossing II ("PCII") and also provides certain outdoor parking areas, alleyways, private driveway and routes for ingress and egress easements between PC and PCII as said easements are more particularly described in the Facility Agreement; and

WHEREAS, the Association succeeded to AALP's interest in PC;
and

WHEREAS, the Association desires to acknowledge that all payments due from PCLP under the Facility Agreement as of the date hereof have been paid and that the Facility Agreement is in full force and effect and binding upon the Association and its successors and assigns.

NOW, THEREFORE, in consideration of the above recitals, each of which is hereby made a part of this Acknowledgement, and other valuable consideration, the adequacy, sufficiency, and receipt of which, the Association hereby acknowledges, the Association hereby declares, covenants and agrees as follows:

1. All payments to the Association required to date pursuant to the terms of the Facility Agreement have been received by the Association.

2. The Facility Agreement is in full force and effect and is binding upon the Association and its successor and assigns and PCLP is not in default under the terms thereof.

3. The execution and delivery of this Acknowledgement has been authorized by a valid resolution of the Board of Directors of the Association.

4. This Acknowledgement may be executed in counterpart.

IN WITNESS WHEREOF, the parties of the second and third part have signed, sealed and delivered this Acknowledgement as of the day and year first above written to evidence their agreement and assent to the terms and conditions hereof.

IN WITNESS WHEREOF, the Directors of the Association have signed, sealed and delivered this Acknowledgement as of the day and year first above written.

WITNESS:

POTOMACK CROSSING CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: _____
John Freeman, Director

By: _____
Robert Hornak, Director

By: _____
Vincent Kelso, Director

By: _____
Erika Yanick, Director

By: _____
Alan Bruce, Director

By: _____
David D. Elsberg, Trustee
for Southern National Bank
of North Carolina, a
National Banking
Association

By: _____
Daniel J. Henry, Substitute
Trustee for the Resolution
Trust Corporation as
Receiver for Perpetual
Savings Bank

COMMONWEALTH OF VIRGINIA
COUNTY OF

I, _____, a Notary Public in and for the
Commonwealth and County aforesaid, do hereby Certify that John
Freeman, whose name as Director of POTOMACK CROSSING CONDOMINIUM
UNIT OWNERS ASSOCIATION, is signed to the foregoing and annexed
instrument, bearing date on the ____ day of _____, 1993,
has/have acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, _____
_____, 1993.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

I, _____, a Notary Public in and for the Commonwealth and County aforesaid, do hereby Certify that Robert Hornak, whose name as Director of POTWMACK CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION, is signed to the foregoing and annexed instrument, bearing date on the ____ day of _____, 1993, has/have acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, _____, 1993.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

I, _____, a Notary Public in and for the Commonwealth and County aforesaid, do hereby Certify that Vincent Kelso, whose name as Director of POTWMACK CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION, is signed to the foregoing and annexed instrument, bearing date on the ____ day of _____, 1993, has/have acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, _____, 1993.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

I, _____, a Notary Public in and for the Commonwealth and County aforesaid, do hereby Certify that Erika Yanick, whose name as Director of POTWMACK CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATION, is signed to the foregoing and annexed

instrument, bearing date on the ____ day of _____, 1993,
has/have acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, ____
_____, 1993.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF

I, _____, a Notary Public in and for the
Commonwealth and County aforesaid, do hereby Certify that Alan
Bruce, whose name as Director of POTWMACK CROSSING CONDOMINIUM UNIT
OWNERS ASSOCIATION, is signed to the foregoing and annexed
instrument, bearing date on the ____ day of _____, 1993,
has/have acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, ____
_____, 1993.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF

I, _____, a Notary Public in and for the
Commonwealth and County aforesaid, do hereby Certify that David D.
Elsberg, whose name as Trustee for SOUTHERN NATIONAL BANK OF NORTH
CAROLINA, a National Banking Association, is signed to the
foregoing and annexed instrument, bearing date on the ____ day of ____
_____, 1993, has/have acknowledged the same before me in my
County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF, ____
_____, 1993.

Notary Public

My Commission Expires:

Insurance Dec Page
Potowmack Crossing II Condominium

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/18/2011

PRODUCER Jack Braddon Ins Agency Ltd. 5201 B Lyngate Ct. Burke, VA 22015 (703) 425-4666	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Potowmack Crossing II c/o GHA Community Mgmt. 3020 Hamaker Court, #300 Fairfax, VA 22031-2220	INSURERS AFFORDING COVERAGE INSURER A: Nationwide Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HA/NO Auto incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	ACP BPHM 2442793085	10/04/2011	10/04/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: \$	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	ACP CAF 2442793085	10/04/2011	10/04/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER Property	ACP BPHM 2442793085	10/04/2011	10/04/2012	\$8,000,000 / \$2,500 ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employee Dishonesty/Fidelity Bond: \$500,000

CERTIFICATE HOLDER
 GHA Community Management
 3020 Hamaker Ct Suite 300
 Fairfax, VA 22031-2220
 Loan Number:
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

