

AMENDED AND RESTATED BYLAWS

APOLLINE, A CONDOMINIUM

ARTICLE I

IDENTIFICATION OF THE CONDOMINIUM AND DEFINITIONS

1. Identification of the Condominium

The name and address of the Condominium is:

Apolline, a Condominium (the "Condominium")
1330 New Hampshire Ave., N.W.
Washington, D.C. 20036

The Condominium was submitted to the provisions of the Act by a Declaration Recorded simultaneously herewith. These By-Laws are adopted pursuant to the District of Columbia Condominium Act of 1976 as amended, (D.C. Law 1-89) and provide for the self-government of the Condominium. The name of the Association is:

Apolline Unit Owners' Association.

2. Definitions

Each of the following terms, as used in these By-Laws, shall have the same meaning as the meaning ascribed to it in Section 3 of the Condominium Declaration: "Act"; "Agent"; "Assessments"; "Association"; "Board"; "Board of Directors"; "Building"; "By-Laws"; "Common Elements"; "Common Expenses"; "Common Profits"; "Condominium"; "Condominium Instruments"; "Condominium Parking Space Unit"; "Condominium Plans"; "Condominium Plat"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgagee"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Space Unit"; "Parking Space Unit Owner"; "Par Value"; "Percentage Interest"; "Person"; "Property"; "Record"; "Rules and Regulations"; "Unit"; "Unit Owner"; and "Unit Owners' Association".

ARTICLE II

ADMINISTRATION; APPLICABILITY

1. Administration

The administration and management of the Condominium and the actions of the Unit Owners, the Parking Space Unit Owners, and the Unit Owners' Association and its Board of Directors and officers shall be governed by these By-Laws.

2. Applicability

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

ARTICLE III

UNIT OWNERS' ASSOCIATION

1. Qualification

All Unit Owners and Parking Space Unit Owners in the Condominium, acting as a group in accordance with the Act and the Condominium Instruments, shall constitute the Unit Owners' Association. Any Unit Owner or Parking Space Unit Owner, upon acquiring title to his Unit or Parking Space Unit, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit or Parking Space Unit ceases for any reason, at which time his membership in the Association shall automatically cease. A person who holds any interest in a Unit or Parking Space Unit solely as security for the performance of an obligation shall not be a member of the Association.

2. Powers and Responsibilities

Pursuant to Subsection 301(b) of the Act, and except as otherwise expressly provided in these By-Laws or in the Declaration, the powers and responsibilities assigned by the Act to the Unit Owners' Association are delegated to the Board of Directors, as more particularly set forth in Article IV.

3. Place of Meetings

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

4. Annual Meeting

An annual meeting of the Association shall be held on or before November 5th on a date selected by the Board of Directors. The annual meeting of the Association shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.

5. Special Meetings

The President shall call a special meeting of the Association upon the request of the Board of Directors or upon the written request of Unit Owners and Parking Space Unit Owners owning Units and Parking Space Units to which 25% or more of the Percentage Interests appertain.

6. Notices

The Secretary shall send a notice of meeting of the Association to each Unit Owner and Parking Space Unit Owner at least 21 days in advance of an annual meeting and at least seven days in advance of any other meeting of the Association. The notice shall state the time, place and purposes of the meeting. The notice shall be sent by United States mail to all Unit Owners and Parking Space Unit Owners of record at the address of their respective Units and/or to such other addresses as any of them may have designated to the Secretary in writing or hand-delivered by the Secretary, provided the Secretary obtains a receipt of acceptance of such notice from the Unit Owner and Parking Space Unit Owner. Notice may also be sent by electronic transmission to those Unit Owners or Parking Space Unit Owners of record who have provided the Secretary with written authorization to receive notice by electronic means and an appropriate address or fax number for the electronic transmissions. The mailing, hand-delivery, or electronic transmission (in accordance with the rules that shall be adopted by the Board of Directors, from time to time) of a notice of meeting in the manner provided herein shall constitute service of notice.

7. Voting

Each Unit and Parking Space Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit or Parking Space Unit in Section 9 of the Declaration and set forth in Exhibit B to the Declaration. A Unit Owner or Parking Space Unit Owner is entitled to cast the votes allocated to his Unit or Parking Space Unit. Since a Unit Owner or Parking Space Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to that Unit or Parking Space Unit. But if more than one of such persons is present, the votes allocated to that Unit or Parking Space Unit shall be greater number is required by the Act, the Declaration, or these By-Laws a majority of the Unit Owners or Parking Space Unit Owners present in person or by proxy at the beginning of such meeting is required to adopt decisions at any meeting of the Association.

8. Proxies

The votes appertaining to any Unit or Parking Space Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner or Parking Space Unit Owner, or, in cases where the Unit Owner or Parking Space Unit Owner is more than one Person, by or on behalf of all such Persons. No such proxy shall be revocable except by actual notice to the officer presiding over the meeting, given by the Unit Owner, Parking Space Unit Owner or any of such Persons constituting the Unit Owner or Parking Space Unit Owner, that it be revoked. Any proxy shall be void if it is not dated. The proxy of any Person shall be void if not signed by a Person having authority to execute deeds on behalf of that Person. A proxy shall terminate automatically

upon the adjournment of the first meeting held on or after the date of the proxy. All proxies shall be submitted to the Association in advance of the meeting, and may be submitted in person; by U.S. Mail; or by electronic transmission (i.e., email, fax or web submission), pursuant to appropriate rules regarding electronic transmission as may be adopted by the Board of Directors from time to time. Proxies may be either instructed or uninstructed. A Unit Owner or Parking Space Unit Owner may appoint any other Unit Owner or Parking Space Unit Owner, or the Managing Agent as his proxy, except that uninstructed proxies given to the Managing Agent shall be used solely for the purpose of achieving quorum. A Unit Owner or Parking Space Unit Owner shall cast votes as a proxy for no more than three (3) Units or Parking Space Units, per Unit owned.

9. Quorum

The presence in person or by proxy of Unit Owners and Parking Space Unit Owners entitled to cast more than twenty five percent (25%) of the votes at a meeting of the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if Persons entitled to cast more than twenty five percent (25%) of the votes are present in person or by proxy at the beginning of such meeting.

10. Order of Business

The order of business at a meeting of the Association shall be as follows: (i) proof of notice of meeting; (ii) roll call; (iii) reading of minutes of preceding meeting; (iv) reports of officers; (v) reports of committees; (vi) election of inspectors of election, if applicable; (vii) election of directors, if applicable; (viii) unfinished business; and (ix) new business.

11. Conduct of Meeting

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

ARTICLE IV

BOARD OF DIRECTORS

1. Powers and Duties.

The Board of Directors is the executive and administrative entity designated to act for the Association in governing the Condominium, and is an "Executive Organ" within the meaning of Section 102(m) of the Act. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may delegate to a director or officer, subject to the continuing control of the Board of Directors, the authority to act on behalf of the Board of

Directors with respect to matters relating to the duties of the Managing Agent. In addition to other powers and duties provided for in these By-Laws or by resolution of the Association, the Board of Directors shall have the power and duty to:

- A. Prepare and adopt an annual budget for the Condominium.
- B. Make and collect assessments against the Unit Owners and Parking Space Unit Owners to defray the Common Expenses, establish the methods of collecting such assessments from the Unit Owners and Parking Space Unit Owners, and establish the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner and Parking Space 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.
- C. Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and for services to the Condominium and for services to Unit owners.
- D. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and Units, 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 property of the Association.
- E. Make and amend Rules and Regulations respecting the use of the Condominium; provided, however, the power of the Board of Directors shall not extend to prohibiting commercial use in those Units designated for commercial space in Paragraph 8 B(2) of Article VI hereof.
- F. Establish bank accounts for the Association.
- G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty.
- H. Enforce the provisions of the Declaration, these By-Laws and the Rules and Regulations and institute, maintain and defend proceedings and actions brought on behalf of or against the Association.
- I. Maintain insurance required by Article VII of these By-Laws.
- J. Pay the cost of services rendered to the Condominium for which the Association, as distinct from individual Unit Owners or Parking Space Unit Owners, is liable.
- K. Keep the books of the Association with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred including prepaid expenses. The books and supporting vouchers and records shall be available for examination by

the Unit Owners, Parking Space Unit Owners and their duly authorized agents or accountants or attorneys, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be audited at least once a year by an outside auditor employed by the Board of Directors. The cost of such audit shall be a Common Expense.

L. Do such things and acts (not inconsistent with the Condominium Act and with the Condominium Instruments) which may be authorized by the Association.

2. Managing Agent.

The Board of Directors may employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in paragraphs A, B, C, D, F, G, H, I, J, K, and L of Section 1. of this Article IV. The Board of Directors may delegate to the Managing Agent all of the powers and duties delegated to the Board of Directors by these By-Laws other than the powers and duties set forth in paragraph E of Section 1 of this Article IV. Any agreement with the initial Managing Agent shall be in writing, and shall provide for a two-year original term renewable thereafter on a yearly basis. Such agreement may, however, be cancelled by the Board of Directors or the initial Managing Agent upon at least 90 days' written notice given at any time. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without 30 days' prior written notice to the First Mortgagees, if required by such First Mortgagees. No management agreement may be entered into unless it may be terminated on 90 days' notice.

3. Number of Directors and Selection of Board.

The number of directors which constitutes the Board of Directors is five. All directors shall be Unit Owners.

4. Election and Term of Office.

At the first annual meeting of the Members after the adoption of this provision, three (3) Directors shall be elected for a term of two (2) years, and two (2) Directors shall be elected for a term of one (1) year. The term of the three Directors receiving the greatest number of votes shall be fixed at two (2) years, and the term of office of the remaining two Directors shall be fixed at one (1) year. At the expiration of the initial term of office for each of these Directors, their successors shall be elected to serve a term of two (2) years, and all successive Directors shall be elected to terms of two (2) years.

5. Annual Meeting.

Provided that all Board Members are present, or if not present, that they have expressly waived notice an annual meeting of the Board of Directors shall be held immediately, without additional notice, following the annual meeting of the Association.

6. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors shall be given by the President to each director, personally or by email or telephone, at least 72 hours prior to the time of the meeting.

7. Special Meetings.

Special meetings of the Board of Directors may be called by the President on 72 hours' notice to each director. Such notice shall be given personally or by email or telephone, and shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President in like manner and on like notice on the written request of at least two directors.

8. Waiver of Notice.

Notice of a meeting of the Board of Directors may be waived in a writing by a director either before or after the meeting.

9. Quorum.

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

10. Vacancies.

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

11. Removal of Directors.

A director may be removed with or without cause, and his successor elected, at a meeting of the Association, at which a quorum is present, by a majority of the votes cast. Any director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting

and the purpose thereof, and opportunity to be heard at the meeting. Any director shall resign at such time as he ceases to be a Unit Owner.

12. Compensation.

A director shall not receive compensation from the Condominium for serving on the Board of Directors.

13. Conduct of Meeting; Voting.

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings. Each Director shall be entitled to one vote. A majority of those present at the meeting shall prevail on any voting issue.

14. Annual Report of the Board of Directors.

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

15. Fidelity Bonds.

The Board of Directors shall require that all directors, officers, trustees, volunteers, agents (including the Managing Agent), and employees of the Association handling or responsible for funds furnish adequate fidelity bonds or insurance. The fidelity bonds or insurance shall designate the Association as a named insured and, if obtainable, shall be written in an amount sufficient to provide protection which shall be not less than one and one-half times the Association's estimated annual operating expenses and reserves. The premiums on such fidelity bonds or insurance shall constitute a Common Expense.

16. Liability of the Board of Directors.

The directors shall not be liable to the Association or to the Unit Owners or Parking Space Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Unit Owners and Parking Space Unit Owners shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association or the Unit Owners or Parking Space Unit Owners unless such contract was made in bad faith or contrary to the provisions of the Condominium Instruments. The directors shall not be personally liable for any contract made by them on behalf of the Association. The liability of any Unit Owner or Parking Space Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the directors shall be limited to that proportion of the total liability thereunder is his Percentage Interest bears to the total Percentage Interests in the Common Elements of all of the Unit Owners and Parking Space Unit Owners. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director or officer of the

Association against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association.

ARTICLE V

OFFICERS

1. Designation.

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

2. Election of Officers.

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

3. Removal of Officers; Vacancies.

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. Any officer shall resign at such time as he ceases to be a Unit Owner of the Condominium.

4. President.

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

5. Vice President.

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

6. Secretary.

The Secretary shall attend all meetings of the Board of Directors, the Association, and committees and shall record the voting and the minutes of all proceedings in a book to be kept by

him for that purpose. He shall give notice of meetings of the Association, the Board of Directors and committees, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium, a complete record of the Unit Owners and Parking Space Unit Owners and their last known post office addresses. This record of Unit Owners and Parking Space Unit Owners shall be open to inspection by all Unit Owners and Parking Space Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the proceedings of the Association, the Board of Directors and committees.

An assistant secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

7. Treasurer.

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Association.

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

8. Agreements, Contracts, Deeds, Checks.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over \$1,000 shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of \$1,000 or less may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

ARTICLE VI

OPERATION OF THE CONDOMINIUM

1. Determination of Common Expenses and Assessments Against Unit Owners and Parking Space Unit Owners.

A. Fiscal Year. The fiscal year of the Condominium is the calendar year.

B. Annual Budget. On or before December 15 of each year the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses payable by each Unit Owner and Parking Space Unit Owner. Common Expenses shall include the amounts necessary to create and maintain the reasonable reserves authorized by Paragraph D of this Section 1. The Board of Directors shall send to each Unit Owner and Parking Space Unit Owner at least 10 days prior to the commencement of each fiscal year a copy of the Annual Budget for that fiscal year.

C. Assessment and Payment of Common Expenses. The total amount of the estimate funds require to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against each Unit Owner and Parking Space Unit Owner in proportion to his respective Percentage Interest, and shall be a lien against each Unit Owner's Unit and each Parking Space Unit Owner's Parking Space Unit as of the first day of the fiscal year to which such Annual Budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner and Parking Space 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 of the Assessment for such fiscal year. Within 60 days after the end of each fiscal year, the Board of Directors shall send to each Unit Owner and Parking Space Unit Owner an itemized accounting of the Common Expenses actually incurred and paid for such fiscal year, together with an itemized statement of the amounts collected pursuant to the Assessment adopted by the Board of Directors for such fiscal year, the amount of any surplus or deficit and the amount of the reserves. Common Profits in excess of Common Expenses (including reserves) as at the end of a fiscal year shall be returned to the Unit Owners and Parking Space Unit Owners or credited against the Assessments due from the Unit Owners and Parking Space Unit Owners under the Annual Budget for the next succeeding fiscal year, as may be determined by the Board of Directors, in proportion to the Par Value of their respective Units and Parking Space Units.

D. Reserve Fund for Maintenance, Repairs and Replacements. The Board of Directors shall establish and maintain a reasonable fund for capital improvements and for maintenance, repairs and replacements, by providing for a reserve fund in the Annual Budget, segregating such reserve fund on the books of the Condominium, and allocating and paying monthly to such reserve fund one-twelfth of the total amount budgeted for such reserve fund for the current fiscal year. The portion of the Unit Owner's and Parking Space Unit Owner's Assessments paid into such reserve fund shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners and Parking Space Unit Owners. Such reserve fund may be expended for the purposes of capital improvements and replacements, and maintenance and repairs. If for any reason, including non-payment of any Unit Owner's or Parking Space Unit Owner's Assessment, such reserve fund is inadequate to defray the cost of a required capital improvement or replacement, the Board of Directors may at any time levy an additional Assessment against the Unit Owners and Parking Space Unit Owners in proportion to the respective Percentage Interest of their Units and Parking Space Units, payable into such reserve fund in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice of any such further assessment on the Unit Owners and Parking Space

Unit Owners by a statement in writing giving the amount and reasons therefore, and such additional Assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly Assessment payment which is due more than 10 days after the delivery or mailing of such notice of additional Assessment. All Unit Owners and Parking Space Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional Assessment is not payable in installments, the amount of such Assessments.

E. Additional Assessments

(1) Special Assessments.

In addition to the Assessments authorized above, the Board of Directors may levy, as a contribution to the capital of the Condominium, a special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special Assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was Assessed. Any such special Assessments shall be Assessed in the manner set forth in Paragraph D of this Section with respect to additional Assessments payable to the reserve fund for replacements.

(2) Individual Assessment.

In addition to the assessments authorized above, the Board of Directors may levy an individual assessment against a Unit in order to defray the costs incurred by the Association as a result of the conduct, act, or negligence of any Unit Owner, or the owner's family, tenants, guests or invitees. In addition, the Board may levy individual assessments in the form of a reasonable user fee to pay for costs incurred by the Association due to individual units or unit owners, such as, but not limited to, registration fees.

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

G. Accounts. All amounts collected by the Boards of Directors with respect to Assessments against the Unit Owners and Parking Space Unit Owners may be commingled in a single fund, but shall be held for each Unit Owner and Parking Space Unit Owner in accordance with his Percentage Interest.

2. Payment of Common Expenses.

Subject to the provisions of subparagraph F of Section 1 of this Article VI, all Unit Owners and Parking Space Unit Owners shall be obligated to pay the Assessment for the Common Expenses adopted by the Board of Directors pursuant to Section 1 of this Article VI. No Unit Owner or Parking Space Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or Parking Space Unit. No Unit Owner or Parking Space Unit Owner shall be liable for the payment of any Assessed against his Unit or Parking Space Unit subsequent to a sale, transfer or other conveyance by him of such Unit or Parking Space Unit. The purchaser of a Unit or Parking Space Unit shall be jointly and severally liable with the selling Unit Owner or Parking Space Unit Owner for all unpaid Assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the purchasers right to recover from the selling Unit Owner or Parking Space Unit Owner the amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement from the Board of Directors, the Managing Agent or the Manager, setting forth the amount of the unpaid Assessments against the selling Unit Owner or Parking Space Unit Owner and such purchaser shall not be liable for, nor shall the Unit or Parking Space Unit conveyed be subject to a lien for, any unpaid Assessments in excess of the amount therein set forth; and provided, further, that if a First Mortgagee of record or other purchaser of a Unit or Parking space Unit obtains title to the Unit or Parking Space Unit as a result of or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit or Parking Space Unit shall not be subject to, a lien for the payment of Common Expenses Assessed prior to the acquisition of title to such Unit or Parking Space Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment. Such unpaid share of Common Expenses Assessed prior to the acquisition of title to such Unit or Parking Space Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners and Parking Space Unit Owners, including the purchaser, in proportion to their respective Percentage Interest.

3. Collection of Assessments.

The Board of Directors shall take prompt action to collect any Assessments for Common Expenses due from any Unit Owner or Parking Space Unit Owner which remain unpaid for more than 30 days after the due date for the payment thereof.

4. Statement of Unpaid Assessments.

A. Upon written request to the Board of Directors by a Unit Owner or Parking Space Unit Owner or purchaser, the Board of Directors, or a duly designated agent or the Managing Agent thereof, shall furnish (within the time period prescribed by the Act) a recordable statement setting forth the amount of unpaid Assessments levied against the Unit or Parking Space Unit for which said information was requested.

B. The Board of Directors may impose a reasonable fee not to exceed \$50 for each such statement requested and payment thereof shall be a prerequisite to the issuance of a statement.

5. Maintenance and Repair.

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

(1) The Common Elements, whether located inside or outside of the Units or Parking Space Units.

(2) All portions of the Units or Parking Space Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors and ceilings of a Unit.

(3) Incidental damage caused to a Unit or Parking Space Unit by such work done by the Association.

(4) Parking Space Units.

(5) The Limited Common Elements; provided however, the cost of such maintenance, repair or replacement shall be borne by the Unit Owner owning such Unit to which the Limited Common Element appertains.

This Subparagraph A shall not relieve a Unit Owner or Parking Space Unit Owner of liability for damage to the Common Elements or Parking Space Units caused by the Unit Owner's or Parking Space Unit Owner's negligence or intentional torts.

B. By the Unit Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Association, each Unit Owner's responsibility shall include but not be limited to the maintenance, repair and replacement, at his own expense of the following: interior walls; interior surface of ceilings; windows and lighting fixtures; kitchen and bathroom fixtures, appliances, and equipment; and those parts of the heating air-conditioning and plumbing systems which are wholly contained within his Unit. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors, the Managing Agent or Manager any defects or need for repairs for which the Board of Directors is responsible.

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

D. Unit Maintenance and Repair. The Board of Directors shall be permitted to allow employees of the Association to perform maintenance and repairs to Units.

6. Additions, Alterations or Improvements by the Association.

Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of five percent (5%) of the Association's total assessment income, during any period of twelve consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners and Parking Space Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and the cost thereof shall constitute part of the Common Expenses. Additions, alterations or improvements costing less than five percent (5%) of the Association's total assessment income, during any period of twelve consecutive months may be made by the Board of Directors without approval of the Unit Owners and Parking Space Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, any 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 shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

7. Additions, Alterations or Improvements by 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 the Building, including the doors and windows or the exterior of the Unit's entrance doors without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) in such Unit Owner's Unit within forty-five (45) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to such person or damage to property arising therefrom. The provisions of this Section 7 shall apply insofar as possible to a Parking Space Unit Owner and his Parking Space Unit. The provisions of this Section 7 shall not apply to a Unit Owner's painting, wallpapering, paneling or making other like improvements to the interior of his own Unit which (a) do not affect the structural integrity of the Building and (b) do not require a governmental permit.

8. Restrictions on Use of Units and Condominium.

A. Because the authority to adopt rules and regulations to assist the Condominium in providing for congenial occupancy and the protection of the value of the Units and Parking

Space Units rests in the Board of Directors, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units and Parking Space Units; provided, however, the power of the Board of Directors shall not extend to prohibiting commercial use in those Units designated for commercial space in Paragraph B(2) below. The Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.

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

(1) No Unit Owner or Parking Space Unit Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Condominium except as authorized by the Board of Directors.

(2) Except for those Units presently designated for Commercial Space and that are herein designated for Commercial Space, the Units shall be used only for private residential purposes, except for such temporary other uses as may be permitted by the Board from time to time. In addition, subject to compliance with local ordinances and other restrictions of record, a residential Unit may be used for a business or non-residential purpose provided that: 1) any non-residential use of the Unit is ancillary to its primary use as a private residential unit by the resident; 2) there is no external evidence that the Unit is being used as a business or for non-residential purposes, such as signs, noise, traffic or parking issues; 3) customers or clients are not permitted to visit the Unit; 4) the use of the Unit for business or non-residential purposes does not increase insurance rates for the Condominium; 5) no employees, staff or colleagues of the resident work in the Unit; 6) the business or non-residential use does not otherwise negatively impact the Association, Units and/or the Common Elements; and 7) that the resident abides by any additional standards or guidelines the Board may adopt, from time to time. The Board, in its sole discretion, may waive any of the above-stated requirements, for good cause shown. The Units designated for Commercial Space are: Unit Nos. B1, B2, B3, B4, B5, 102, 103, 104, 105, 106, 110, 111, 113, 114, 116, 117, 118, 121, 122, 123, 124. Notwithstanding the right of the Unit Owners' Association to amend the Condominium Instruments as set forth in Article IV Section 1E herein and in the Declaration, the above mentioned Commercial Space shall be permitted to remain as commercial use for so long as such use remains in compliance with the appropriate laws, rules and regulations of the District of Columbia. All Parking Space Units shall be used only for permitted vehicle parking and for no other purpose. No activity shall be done or maintained in any Unit or Parking Space Unit or upon any of the Common Elements which will not be in conformity with zoning and other regulations of the District of Columbia.

(3) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be deposited in bins designated for such purposes.

(4) Except for animals used as aids to visually handicapped persons, absent the express written approval of the Board of Directors, no animal, including common household pets, shall be kept or maintained on the Condominium property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Condominium property. Any Unit Owner who keeps or maintains an animal as an aid to a visually handicapped person or any

Unit Owner who receives permission to keep or maintain any pet in the Condominium shall be responsible and may be assessed by the Board of Directors for any costs incurred by the Condominium in enforcing the Rules and Regulations prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium.

(5) Unit Owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other Unit Owners.

(6) No nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(7) No Unit Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, or other equipment, which protrudes through the walls or the roof of any Building or is otherwise visible on the exterior of the Building except as presently installed or as authorized by the Board of Directors.

(8) No Unit or Common Elements of the Condominium may be used for any unlawful, immoral or improper purpose.

(9) A Unit Owner shall not place or cause to be placed in the public hallways, walkways, alleyways, or other Common Elements any bicycles, furniture, packages or objects of any kind. The public hallways, walkways and alleyways shall be used for no purpose other than for normal transit through them.

(10) Except as authorized by the Board of Directors, no Unit Owner, resident or lessee shall direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee, nor shall he direct, supervise or in any manner attempt to assert control over any such employee.

(11) No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

(12) In the use of the Units and the Common Elements of the Condominium, Unit Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors.

(13) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(14) A Unit Owner or Parking Space Unit Owner may lease his Unit or Parking Space Unit for a term of not less than six months provided that (i) a fully conformed copy of said lease or renewal thereof shall be delivered to the Board of Directors within ten (10) days of execution; (ii) such lease shall be subject to and consistent with the provisions of the Condominium Instruments, as the same may be amended from time to time, and the Rules and Regulations of the Condominium; and (iii) the Board of Directors has the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease. The restrictions of this paragraph shall not apply to any mortgagee who comes into possession of a Unit or Parking Space Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

(15) The provisions of this Section 8 shall apply insofar as possible to a Parking Space Unit Owner and his Parking Space Unit.

(16) A non-resident Parking Space Unit Owner may only use the Common Elements to the extent necessary to provide ingress and egress to a public street or way.

9. Association Liabilities

The Association shall not be liable to any Unit Owner or occupant of any Unit, in the latter's capacity as a Unit Owner or occupant of a Unit, for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements of nature or, in the absence of negligence, resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Condominium Unit, in the latter's capacity as a Unit Owner, for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising (a) from the making of repairs or improvements to the Common Elements or to any Condominium Unit; (b) from any action taken by the Association to comply with any law or other governmental authority; or (c) for the dispossession of a Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

10. Right of Access.

Each Unit Owner and Parking Space Unit Owner grants a right of access to his Unit or Parking Space Unit to the Board of Directors, the Managing Agent, and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating or existing in his Unit or Parking Space Unit and threatening another Unit or Parking Space Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or Parking Space Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit or Parking Space Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Parking Space Unit Owner. In case of an

emergency, such right of entry shall be immediate whether the Unit Owner or Parking Space Unit Owner is present at the time or not.

ARTICLE VII

INSURANCE, DESTRUCTION, RESTORATION, CONDEMNATION AND DISTRIBUTION

1. Authority.

The Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section 2 of this Article VII. The insurance premiums purchased by the Board of Directors shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all First Mortgages of the Units or Parking Space Units, if requested. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner or Parking Space Unit Owner and his mortgagee according to his Percentage Interest.

2. Coverage.

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

- (i) loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the Board of Directors in their sound discretion may deem advisable.

Such coverage shall insure the Building (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners) and other Condominium property including all personal property included in the Common Elements. If there is a steam boiler in operation, the Condominium shall have boiler explosion insurance in the amount of \$50,000 per

accident per location. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board of Directors which, however, in no event shall be less than \$1,000,000 with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board of Directors and each individual Unit Owner and Parking Space Unit Owner. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners and Parking Space Unit Owners.

3. Limitations.

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

A. Each policy shall be written with a company or companies which are licensed to do business in the District of Columbia and which falls into a financial category of Class VI or better as designated in the Best & Key Rating Guide.

B. No insurance coverage obtained and maintained pursuant to the requirements of this Article VII shall be brought into contribution with insurance purchased individually by any of the Unit Owners or Parking Space Unit Owners or their First Mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Article shall exclude such policies from consideration.

C. Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least 30 days' prior written notice to all insureds named thereon, including all named First Mortgagees.

D. Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

E. Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Parking Space Unit Owners, the Association, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

F. Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners or Parking Space Unit Owners of the Condominium when such act or neglect is not within the control of the insured, or the Unit Owners and Parking Space Unit Owners collectively, or (ii) that it shall not be prejudiced by failure of the insured, or the Unit Owners and Parking Space Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over

which the insured, or the Unit Owners and Parking Space Unit Owners collectively, have no control.

4. Notice of Insurance Coverage.

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

5. Individual Policies.

Each Unit Owner and Parking Space Unit Owner and any mortgagee may obtain at his own expense additional insurance, including a "condominium unit owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance should contain the same waiver of subrogation provision as that required by Section 3E of this Article VII. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Unit Owner. No Unit Owner or Parking Space Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force at any particular time. The Board of Directors may require that each Unit Owner and Parking Space Unit Owner shall file with the Managing Agent a copy of each individual policy of insurance purchased by the Unit Owner or Parking Space Unit Owner within 30 days after its purchase. The Board of Directors may also require that each Unit Owner shall notify the Board of Directors of all improvements made by him to his Unit having a value in excess of \$1,000.

6. Insurance Trustee.

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

7. Covenants for Benefit of Mortgagees.

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

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

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

8. Reconstruction.

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

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

B. Where there is total destruction, which shall be deemed to mean destruction which does render more than two-thirds of the Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, all of the Unit Owners and Parking Space Unit Owners unanimously vote in favor of such reconstruction or repair.

C. If any Building or improvement standing or erected upon the Condominium shall be destroyed or damaged by some casualty and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent of the replacement value of the property destroyed or damaged, and as nearly as practicable to the character of the Building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the outstanding building code requirements of the District of Columbia and may be done with contemporary building materials, and achieved by utilizing updated construction systems and technology.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the Board of

Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Board of Directors.

9. Condemnation.

A taking of, injury to, or destruction of part or all of the property by the exercise of the power of eminent domain shall be considered to be included in the term damage or destruction as provided in Section 7A and B for purposes of this Article VII and the award, settlement or any other compensation arising out of any such taking or condemnation shall be treated in the same manner as insurance proceeds arising from a casualty loss.

10. Assessments-if Insurance is Inadequate.

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

11. Disbursements.

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

12. Notification.

The Board of Directors shall notify: (a) the First Mortgagee of a Unit or Parking Space Unit whenever damage to the Unit or Parking Space Unit covered by the mortgage exceeds \$1,000; and (b) all First Mortgagees whenever damage to the Common Elements exceeds \$10,000.

13. Premiums and Deductibles.

The deductible, if any, on any insurance policy purchased by the Board of Directors shall be paid by the Association as a common expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Board of Directors may assess any deductible amount necessitated by either the intentional act or omission,

negligence, abuse, misuse or neglect of a Unit Owner, or his or her family, guest, tenant or the family or guest of said tenant, against such Unit Owner. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof due to the negligence of the Unit Owner or the Unit Owner's failure to maintain his or her Unit, then the Owner of said Unit shall pay the deductible under the Association's master casualty policy. If an Owner fails to pay the deductible assessed against his or her Unit and the Association pays the deductible cost owed by the Owner, then the deductible cost paid by the Association shall be charged to the Unit as an assessment for which the Association shall have a lien. In the event that the Unit Owner is liable to the Association for the deductible cost because of the act or omission of his or her tenant or the tenant's family or guest, then the Unit Owner and the tenant shall be jointly and severally liable to the Association for the deductible cost.

ARTICLE VIII

MORTGAGES

1. Notice to Board of Directors.

A. Unit Owner or Parking Space Unit Owner who mortgages his Unit or Parking Space Unit shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee, and the Board of Directors shall maintain such information in a book entitled "Mortgages of Units and Parking Space Units."

2. Notice of Unpaid Assessments.

The Board of Directors, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid Assessments due from or any other default by the Owner of the mortgaged Unit or Parking Space Unit.

3. Notice of Default.

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

4. Examination of Books.

Each Unit Owner and Parking Space Unit Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

5. Rights of First Mortgagees.

Unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each mortgage owned) have given their prior written approval, the Association shall not:

A. change any Unit's or Parking Space Unit's Percentage Interest in Common Expenses and Common Profits or in the Common Elements;

B. partition or subdivide any Unit or Parking Space Unit or that Unit's or Parking Space Unit's Percentage Interest in Common Expenses and Common Profits or in the Common Elements of the Condominium nor partition, subdivide, sell or transfer the Common Elements of the Condominium (except for the granting of utility easements or dedications for public purposes);

C. by act or omission seek to abandon condominium status of the project except as provided by the Act in case of substantial loss to the Units or Parking Space Units and Common Elements of the Condominium;

D. modify the method of determining and collecting Assessments; nor

E. use the proceeds of casualty insurance or condemnation awards for any purpose other than restoration.

ARTICLE IX

NOTICE

1. Manner of Notice.

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

2. Waiver of Notice.

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

ARTICLE X

AMENDMENT OF BY-LAWS

1. Amendment of By-Laws.

These By—Laws may be amended by the affirmative vote of Unit Owners and Parking Space Unit Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the total Percentage Interests in the Condominium, at a meeting of the Association called for that purpose. Notwithstanding the prior sentence, these By-Laws shall not be amended for the purpose of prohibiting the commercial use of those Units designated for commercial space under Paragraph 8B(2) of Article VI hereof. No amendments to the By-Laws shall become effective until Recorded among the Land Records of the District of Columbia.

2. Approval of First Mortgagees.

These By-Laws contain provisions concerning various rights, priorities, remedies and interests of First Mortgagees of Units and Parking Space Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the First Mortgagees on which they may rely in making loans secured by mortgages of the Units and Parking Space Units. Accordingly, all First Mortgagees shall be given thirty (30) days' notice of all proposed amendments, and no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a First Mortgagee shall be adopted without the prior written consent of such First Mortgagee. If there is more than one First Mortgagee holding mortgages on the Units and Parking Space Units, it shall be sufficient for this purpose to obtain the written consent of the First Mortgagee or Mortgagees holding mortgages on 75% or more of the Units and Parking Space Units encumbered by mortgages.

ARTICLE XI

COMPLIANCE AND DEFAULT

1. Relief.

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

A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for in these 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 Association, the Board of Directors, the Managing Agent, the property manager or another appropriately designated Person, or, if appropriate, by an aggrieved Unit Owner or Parking Space Unit Owner.

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

C. Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Unit Owner or Parking Space Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

D. No waiver of Rights. The failure of the Association, the Board of Directors, Unit Owners or Parking Space Unit Owners to enforce any right, provision, covenant, or condition which may be granted by the Condominium Instruments or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors, or any Unit Owner or Parking Space Unit Owner to enforce any right, provision, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Association, Board of Directors or any Unit Owner or Parking Space Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.

E. Interest. In the event of a default by any Unit Owner or Parking Space Unit Owner against him which continues for a period in excess of fifteen (15) days, such Unit Owner or Parking Space Unit Owner shall be obligated to pay interest on the amounts due, if any, at the rate of twelve percent (12%) per annum from the due date thereof.

F. Abatement and Enjoinment of Violations by Unit Owners and Parking Space 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 Condominium Instruments, (after due notice to the Unit Owner or Parking Space Unit Owner that said violation or breach constitute an immediate danger to the Condominium, Unit Owners and Parking Space Unit Owners) shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (i) to enter the Unit or Parking Space 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 or Parking Space Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors shall

not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

G. Late charges. If payment of the total assessments or charges due, including, without limitation, special assessments, charges for violations of the Condominium Instruments or Rules and Regulations, and returned check charges, are not received by the Association by the fifteenth (15th) day of the month, the account shall be deemed late and a late fee of no less than Fifty Dollars (\$50.00) for a Unit or Twenty Five Dollars (\$25.00) for a Parking Space Unit, or such other amounts as the Board of Directors may fix from time to time, shall automatically be added to the amount due and shall be a part of the continuing lien for assessments, as provided for in these Bylaws and the Condominium Act, until all sums due and owing shall have been paid in full.

H. Violation Charges. The Board of Directors may levy reasonable charges against Unit Owners or Parking Space Unit Owners for violations of the Condominium Act, the Condominium Instruments or the Rules by the Unit Owner or Parking Space Unit Owner, or such Owner's family members, guests, invitees, tenants, agents, or employees. No charge may be levied for a single violation in an amount more than the maximum amount permitted by law. Each day a violation continues, after notice is given to the Unit Owner or Parking Space Unit Owner, may be deemed a separate violation. If a Unit Owner or Parking Space Unit Owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

I. Suspension of Rights. In the event of a default or delinquency by any Unit Owner or Parking Space Unit Owner which continues for a period in excess of sixty (60) days, the Unit Owner's or Parking Space Unit Owner's rights, and the rights of their tenants, guests, family or residents, to facilities and services of the Condominium, including but not limited to use of the swimming pool or meeting space, may be suspended until the account is paid in full or the default is otherwise corrected. Notwithstanding the foregoing, the Board of Directors may also suspend a Unit Owner's right (including the rights of their tenants, guests, family or residents) to use certain facilities or services of the Association if that Owner (or their tenants, guests, family or residents) commits multiple violations of the Bylaws, rules or regulations related to said facilities or services, said suspension to be effective at the Board's discretion for up to six months.

2. Lien for Contributions.

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

B. In any case where an Assessment against a Unit Owner or Parking Space Unit Owner is payable in installments, upon a default by such Unit Owner or Parking Space Unit Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Unit Owner or Parking Space Unit Owner, the maturity of the remaining total of the unpaid installments of such Assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner or Parking Space Unit Owner by the Board of Directors or Managing Agent or property manager.

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

D. The lien for Assessments shall be prior to all other liens and encumbrances except: (i) liens and encumbrances Recorded prior to the Recordation of the Declaration; (ii) liens of any First Mortgage or deed of trust on such Unit or Parking Space Unit Recorded prior to the due date of such Assessment or the due date of the first installment payable on such Assessment; and (iii) liens for real estate taxes and municipal assessments or charges against the Unit or Parking Space Unit.

3. Information to be Furnished in the Event of Resale by a Unit Owner or Parking Space Unit Owner.

A. The Board of Directors or a duly designated agent or the Managing Agent shall upon written request of any Unit Owner or Parking Space Unit Owner or purchaser of a Unit or Parking Space Unit furnish to said Unit Owner or Parking Space Unit Owner or purchaser, within the time period prescribed by the Act, the following information:

1. Statement regarding any unpaid Assessments.
2. Statement concerning any rights of first refusal or other restraints on free alienability.
3. Statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
4. Statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Board of Directors.
5. A copy of the statement of financial condition of the Association for the then most recent fiscal year for which such statement is available and the current operating budget, if any.

6. Statement of the status of any pending suits or any judgments to which the Association is a party.

7. Statement setting forth what insurance coverage is provided for all Unit Owners and Parking Space Unit Owners by the Association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit or Parking Space Unit and its contents.

8. Statement that any improvements or alterations made to the Unit or Parking Space Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner or Parking Space Unit Owner are not in violation of the Condominium Instruments.

B. The Board of Directors may impose a reasonable fee not to exceed \$50 to furnish all the information required in accordance with paragraph A hereof, and payment thereof shall be a prerequisite to the issuance of any such statement.

ARTICLE XII

MISCELLANEOUS

1. Compliance.

These By-Laws are set forth in compliance with the requirements of the Act.

2. Conflict.

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

3. Severability.

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

4. Waiver.

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

5. Captions.

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

6. Gender, etc.

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

Doc# 2009111209 Fees: \$348.50
10/09/2009 10:51AM Pages 48
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

\$

342.00
6 50

RECORDING
SURCHARGE

**AMENDMENT TO THE BYLAWS OF
THE APOLLINÉ, A CONDOMINIUM UNIT OWNERS ASSOCIATION**

THIS AMENDMENT TO THE BYLAWS is made pursuant to Section 42-1902.05 and 42-1902.27 of the District of Columbia Condominium Act, District of Columbia Code (2001 edition), as amended, (hereinafter referred to as the "Act"), by the Apolliné, a Condominium Unit Owners Association ("Association") this 18th day of August, 2009.

WHEREAS, on June 15, 1979, Cathedral Corporation, a District of Columbia corporation, executed a Declaration and Bylaws applicable to the Apolliné, a Condominium, recorded among the Land Records of the District of Columbia, as Instrument Nos. 7900019631 and 7900019632, respectively. The Condominium is located at 1330 New Hampshire Avenue, N.W., Washington, D.C. 20036, and is comprised of all units and common elements located on Lots 2045 through 2340, Square 0097; and

WHEREAS, under Article X of the Bylaws and Section 42-1902.27 of the Act, the Bylaws may be amended by the affirmative vote of unit owners representing at least sixty-six and two-thirds percent (66-2/3%) of the total Percentage-Interests in the condominium at a meeting of the Association called for that purpose; and

WHEREAS, the owners of units representing at least sixty-six and two-thirds percent (66-2/3%) of the total Percentage Interests in the condominium have voted in favor of these Amendments to the Bylaws of the Association at a meeting called for that purpose held on July 27, 2009, as evidenced by the Certificate attached hereto.

NOW, THEREFORE, pursuant to Section 42-1902.05 and 42-1902.27 of the Act and in accordance with the Bylaws of the Association, the Bylaws are hereby amended as follows:

16
AD

AMENDMENT

Article III, Section 4 shall be revised as follows:

4. Annual Meeting

~~The first annual meeting of the Association shall be held at a time and place to be designated by the Board of Directors: (i) within two years from the date that the first Unit or Parking Space Unit is conveyed or (ii) within 30 days after Units and/or Parking Space Units to which 75% of the Percentage Interests appertain which have been conveyed, whichever date first occurs, or (iii) on such earlier date as may be established by the Board of Directors. Thereafter an~~ **An annual meeting of the Association shall be held on or before November 5th on a date selected by the Board of Directors, the third Tuesday in October of each year or on such other day between the third Tuesday in October and the third Tuesday in November as the Board of Directors may designate. The annual meeting of the Association shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.**

Article III, Section 6 shall be revised as follows:

6. Notices

The Secretary shall send a notice of meeting of the Association to each Unit Owner and Parking Space Unit Owner at least 21 days in advance of an annual meeting and at least seven days in advance of any other meeting **of the Association**. The notice shall state the time, place and purposes of the meeting. The notice shall be sent by United States mail to all Unit Owners and Parking Space Unit Owners of record at the address of their respective Units and/or to such other addresses as any of them may have designated to the Secretary in writing or hand-delivered by the Secretary, provided the Secretary obtains a receipt of acceptance of such notice from the Unit Owner and Parking Space Unit Owner. **Notice may also be sent by electronic transmission to those Unit Owners or Parking Space Unit Owners of record who have provided the Secretary with written authorization to receive notice by electronic means and an appropriate address or fax number for the electronic transmissions.** The mailing, ~~or hand-delivery, or electronic transmission (in accordance with the rules that shall be adopted by the Board of Directors, from time to time)~~ of a notice of meeting in the manner provided herein shall constitute service of notice.

Article III, Section 8 shall be revised as follows:

8. Proxies

The votes appertaining to any Unit or Parking Space Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner or Parking Space Unit Owner, or, in cases where the Unit Owner or Parking Space Unit Owner is more than one Person, by or on behalf of all such Persons. No such proxy shall be revocable except by actual notice to the officer presiding over the meeting, given by the Unit Owner, Parking Space Unit Owner or any of such Persons constituting the Unit Owner or Parking Space Unit Owner, that it be revoked. Any proxy shall be void if it is not dated. The proxy of any Person shall be void if not signed by a Person having authority to execute deeds on behalf of that Person. A proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy. **All proxies shall be submitted to the Association in advance of the meeting, and may be submitted in person; by U.S. Mail; or by electronic transmission (i.e., email, fax or web submission), pursuant to appropriate rules regarding electronic transmission as may be adopted by the Board of Directors from time to time. Proxies may be either instructed or uninstructed.** A Unit Owner or Parking Space Unit Owner may appoint any other Unit Owner or Parking Space Unit Owner, ~~the Declarant,~~ or the Managing Agent as his proxy, except that **uninstructed proxies given to the Managing Agent shall be used solely for the purpose of achieving quorum. A Unit Owner or Parking Space Unit Owner shall cast votes as a proxy for no more than three (3) Units or Parking Space Units, per Unit owned.** ~~no Person other than the Declarant or Managing Agent shall cast votes as a proxy for more than one Unit or Parking Space Unit in addition to his own.~~

Article III, Section 9 shall be revised as follows:

9. Quorum

The presence in person or by proxy of Unit Owners and Parking Space Unit Owners entitled to cast more than ~~33-1/3%~~ **twenty five percent (25%)** of the votes at a meeting of the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if Persons entitled to cast more than ~~33-1/3%~~ **twenty five percent (25%)** of the votes are present in person or by proxy at the beginning of such meeting.

Article IV, Section 4 shall be deleted in its entirety and replaced with the following:

4. Election and Term of Office

At the first annual meeting of the Members after the adoption of this provision, three (3) Directors shall be elected for a term of two (2) years, and two (2) Directors shall be elected for a term of one (1) year. The term of the three Directors receiving the greatest number of votes shall be fixed at two (2) years, and the term of office of the remaining two Directors shall be fixed

at one (1) year. At the expiration of the initial term of office for each of these Directors, their successors shall be elected to serve a term of two (2) years, and all successive Directors shall be elected to terms of two (2) years.

Article IV, Section 5 shall be revised as follows:

5. Annual Meeting.

Provided that all Board Members are present, or if not present, that they have expressly waived notice ~~An annual meeting of the Board of Directors shall be held immediately, without additional notice, following within 10 days after the annual meeting of the Association. Notice by the President at least 72 hours in advance, personally or by mail or telephone or telegraph shall be necessary to each director (including the newly elected directors).~~

Article IV, Sections 6-7 shall be revised as follows:

6. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors shall be given by the President to each director, personally or by email or telephone ~~or telegraph~~, at least 72 hours prior to the time of the meeting.

7. Special Meetings.

Special meetings of the Board of Directors may be called by the President on 72 hours' notice to each director. Such notice shall be given personally or by email or telephone or ~~telegraph~~, and shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President in like manner and on like notice on the written request of at least two directors.

Article VI, Section 1.E shall be renamed "Additional Assessments", and "Special Assessments" shall be moved to subsection 1. Subsection 2 shall be added to Article VI, Section 1.E:

E. Additional Assessments

1. Special Assessments.

In addition to the Assessments authorized above, the Board of Directors may levy, as a contribution to the capital of the Condominium, a special Assessment for the purpose of defraying the cost of any unexpected repair or

other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special Assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was Assessed. Any such special Assessments shall be Assessed in the manner set forth in Paragraph D of this Section with respect to additional Assessments payable to the reserve fund for replacements.

2. Individual Assessment.

In addition to the assessments authorized above, the Board of Directors may levy an individual assessment against a Unit in order to defray the costs incurred by the Association as a result of the conduct, act, or negligence of any Unit Owner, or the owner's family, tenants, guests or invitees. In addition, the Board may levy individual assessments in the form of a reasonable user fee to pay for costs incurred by the Association due to individual units or unit owners, such as, but not limited to, registration fees.

Article VII, Section 2 shall be amended as follows:

2. Coverage.

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

(i) loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the Board of Directors in their sound discretion may deem advisable.

Such coverage shall insure the Building (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners) and other Condominium property including all personal property included in the Common Elements. If there is a steam boiler in operation, the Condominium shall have boiler explosion insurance in the amount of \$50,000 per accident per location. The Condominium shall be insured against liability for

personal injury and property damage in such amounts and in such forms as shall be required by the Board of Directors which, however, in no event shall be less than \$1,000,000 with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board of Directors and each individual Unit Owner and Parking Space Unit Owner. ~~The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association.~~ Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners and Parking Space Unit Owners.

Article VII, Section 13 shall be deleted in its entirety and replaced with the following:

13. Premiums and Deductibles

The deductible, if any, on any insurance policy purchased by the Board of Directors shall be paid by the Association as a common expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Board of Directors may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of a Unit Owner, or his or her family, guest, tenant or the family or guest of said tenant, against such Unit Owner. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof due to the negligence of the Unit Owner or the Unit Owner's failure to maintain his or her Unit, then the Owner of said Unit shall pay the deductible under the Association's master casualty policy. If an Owner fails to pay the deductible assessed against his or her Unit and the Association pays the deductible cost owed by the Owner, then the deductible cost paid by the Association shall be charged to the Unit as an assessment for which the Association shall have a lien. In the event that the Unit Owner is liable to the Association for the deductible cost because of the act or omission of his or her tenant or the tenant's family or guest, then the Unit Owner and the tenant shall be jointly and severally liable to the Association for the deductible cost.

The following provisions shall be added to Article XI, Section 1:

1. Relief

...G. Late charges. If payment of the total assessments or charges due, including, without limitation, special assessments,

charges for violations of the Condominium Instruments or Rules and Regulations, and returned check charges, are not received by the Association by the fifteenth (15th) day of the month, the account shall be deemed late and a late fee of no less than Fifty Dollars (\$50.00) for a Unit or Twenty Five Dollars (\$25.00) for a Parking Space Unit, or such other amounts as the Board of Directors may fix from time to time, shall automatically be added to the amount due and shall be a part of the continuing lien for assessments, as provided for in these Bylaws and the Condominium Act, until all sums due and owing shall have been paid in full.

H. **Violation Charges.** The Board of Directors may levy reasonable charges against Unit Owners or Parking Space Unit Owners for violations of the Condominium Act, the Condominium Instruments or the Rules by the Unit Owner or Parking Space Unit Owner, or such Owner's family members, guests, invitees, tenants, agents, or employees. No charge may be levied for a single violation in an amount more than the maximum amount permitted by law. Each day a violation continues, after notice is given to the Unit Owner or Parking Space Unit Owner, may be deemed a separate violation. If a Unit Owner or Parking Space Unit Owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

I. **Suspension of Rights.** In the event of a default or delinquency by any Unit Owner or Parking Space Unit Owner which continues for a period in excess of sixty (60) days, the Unit Owner's or Parking Space Unit Owner's rights, and the rights of their tenants, guests, family or residents, to facilities and services of the Condominium, including but not limited to use of the swimming pool or meeting space, may be suspended until the account is paid in full or the default is otherwise corrected. Notwithstanding the foregoing, the Board of Directors may also suspend a Unit Owner's right (including the rights of their tenants, guests, family or residents) to use certain facilities or services of the Association if that Owner (or their tenants, guests, family or residents) commits multiple violations of the Bylaws, rules or regulations related to said facilities or services, said suspension to be effective at the Board's discretion for up to six months.

Article VI, Section 6 shall be revised as follows:

6. Additions, Alterations or Improvements by the Association

Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of ~~\$25,000~~ **five percent (5%) of the Association's total assessment income**, during any period of twelve consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners and Parking Space Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and the cost thereof shall constitute part of the Common Expenses. Additions, alterations or improvements costing less than ~~\$25,000~~ **five percent (5%) of the Association's total assessment income**, during any period of twelve consecutive months may be made by the Board of Directors without approval of the Unit Owners and Parking Space Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, any 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 shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Article VI, Section 8.B.2 shall be revised as follows:

8. Restrictions on Use of Units and Condominiums

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

...2. Except for those Units presently designated for Commercial Space and that are herein designated for Commercial Space, the Units shall be used only for private residential purposes, **except for such temporary other uses as may be permitted by the Board from time to time. In addition, subject to compliance with local ordinances and other restrictions of record, a residential Unit may be used for a business or non-residential purpose provided that: 1) any non-residential use of the Unit is ancillary to its primary use as a private residential unit by the resident; 2) there is no external evidence that the Unit is being used as a business or for non-residential purposes, such as signs, noise, traffic or parking issues; 3) customers or clients are not permitted to visit the Unit; 4) the use of the Unit for business or non-residential purposes does not increase insurance rates for the Condominium; 5) no employees, staff or colleagues of the resident work in the Unit; 6) the business or non-residential use does not otherwise negatively impact the Association, Units and/or the Common Elements; and 7) that the resident abides by any additional standards or guidelines the Board may adopt, from time to time. The Board, in its sole discretion, may waive any of the**

~~above-stated requirements, for good cause shown. The Units designated for Commercial Space are: Unit Nos. B1, B2, B3, B4, B5, 102, 103, 104, 105, 106, 110, 111, 113, 114, 116, 117, 118, 121, 122, 123, 124. This provision shall not, however, be so construed as to prevent the Declarant from using any Unit as a model or sales office or for display or management purposes nor so as to prohibit the leasing of Units owned by the Declarant subject to all of the provisions of the Condominium Instruments. Notwithstanding the right of the Unit Owners' Association to amend the Condominium Instruments as set forth in Article IV Section 1E herein and in the Declaration, the above mentioned Commercial Space shall be permitted to remain as commercial use for so long as such use remains in compliance with the appropriate laws, rules and regulations of the District of Columbia. The Declarant, in adopting the Condominium Instruments, specifically reserves an easement and express right and power to so utilize these Units. All Parking Space Units shall be used only for permitted vehicle parking and for no other purpose. No activity shall be done or maintained in any Unit or Parking Space Unit or upon any of the Common Elements which will not be in conformity with zoning and other regulations of the District of Columbia. Declarant has the right, at its discretion, to designate certain Units for its use as management and/or sales offices for so long as there are Units to be sold in the Building. Declarant reserves the right at its option to subdivide the following adjoining Units (404 and 406, 719 and 721, 904 and 906, 919 and 921) into three Units by creating new Units 405, 720, 905 and 920. Declarant also reserves the right at its option to combine adjoining Units into larger Units. The Percentage Interests will be changed only to the extent that for the affected Units, the Percentage Interests will be decreased or increased respectively; since there is no change in the actual space, the Percentage Interests for all other Units will remain unchanged.~~

Article III, Sections 5, 7, Article IV, Sections 2, 3, 11, Article V, Sections 1, 3; and Article VI, Sections 1.C, 1.F, 1.G, 7, 8.B.1, 8.B.2, and 8.B.14 shall be amended to remove all references to Declarant, including all Declarant rights, as follows:

Article III – Unit Owners Association

...5. Special Meetings

~~A. Not later than the time that Units and/or Parking Space Units to which 25% of the Percentage Interests appertain, which are for sale in the Condominium have been conveyed, a special meeting of the Association shall be held at which not less than 25% (but no more than 40%) of~~

~~the members of the Board of Directors shall be elected by Unit Owners and Parking Space Unit Owners other than the Declarant or its agents or principals, to serve until the date of the first annual meeting of the Association.~~

~~B. Not later than the time that Units and/or Parking Space Units to which 50% of the Percentage Interests appertain have been conveyed, a special meeting of the Association shall be held at which 40% of the members of the Board of Directors shall be elected by Unit Owners and Parking Space Unit Owners other than the Declarant or its agents or principals, to serve until the date of the first annual meeting of the Association.~~

~~C. The President shall call a special meeting of the Association upon the request of the Board of Directors or upon the written request of Unit Owners and Parking Space Unit Owners owning Units and Parking Space Units to which 25% or more of the Percentage Interests appertain.~~

...7. Voting

Each Unit and Parking Space Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit or Parking Space Unit in Section 9 of the Declaration and set forth in Exhibit B to the Declaration. A Unit Owner or Parking Space Unit Owner is entitled to cast the votes allocated to his Unit or Parking Space Unit. Since a Unit Owner or Parking Space Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to that Unit or Parking Space Unit. But if more than one of such persons is present, the votes allocated to that Unit or Parking Space Unit shall be greater number is required by the Act, the Declaration, or these By-Laws a majority of the Unit Owners or Parking Space Unit Owners present in person or by proxy at the beginning of such meeting is required to adopt decisions at any meeting of the Association. ~~If the Declarant owns or holds title to one or more Units or Parking Space Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Parking Space Unit is entitled. If 50% or more of the votes in the Unit Owners' Association appertain to 25% or less of the Units or Parking Space Units, then in any case where a majority vote is required by the Condominium Instruments or by the Act, the requirement for such a majority shall be deemed to include, in addition to the specified majority of the votes, assent by the Unit Owners and Parking Space Unit Owners of a like majority of the Units and Parking Space Units.~~

Article IV – Board of Directors

...2. Managing Agent.

The Board of Directors may employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in paragraphs A, B, C, D, F, G, H, I, J, K, and L of Section 1. of this Article IV. The Board of Directors may delegate to the Managing Agent all of the powers and duties delegated to the Board of Directors by these By-Laws other than the powers and duties set forth in paragraph E of Section 1 of this Article IV. Any agreement with the initial Managing Agent shall be in writing, and shall provide for a two-year original term renewable thereafter on a yearly basis. Such agreement may, however, be cancelled by the Board of Directors or the initial Managing Agent upon at least 90 days' written notice given at any time. ~~The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent.~~ After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without 30 days' prior written notice to the First Mortgagees, if required by such First Mortgagees. No management agreement may be entered into unless it may be terminated on 90 days' notice.

3. Number of Directors and Initial Selection of Board.

The number of directors which constitutes the Board of Directors is five. ~~The initial Board of Directors shall be comprised of five persons appointed by the Declarant and shall serve (i) until the election of directors at the first annual meeting of the Association or (ii) until a special meeting is held for the purpose of electing directors as provided in Article III. The Declarant's appointees need not be Unit Owners or Parking Space Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. All other directors shall be Unit Owners.~~

...11. Removal of Directors.

A director may be removed with or without cause, and his successor elected, at a meeting of the Association, at which a quorum is present, by a majority of the votes cast. Any director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting. Any director ~~(other than~~

~~Declarant's appointees~~) shall resign at such time as he ceases to be a Unit Owner.

Article V – Officers

1. Designation.

The principal officers of the Association are a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President and Vice President, no officer need be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President shall not hold any other office. Officers (~~other than Declarant's appointees~~) must be Unit Owners of the Condominium.

...3. Removal of Officers; Vacancies.

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. Any officer (~~other than Declarant's appointees~~) shall resign at such time as he ceases to be a Unit Owner of the Condominium.

Article VI – Operation of the Condominium

1. Determination of Common Expenses and Assessments Against Unit Owners and Parking Space Unit Owners.

...C. Assessment and Payment of Common Expenses. The total amount of the estimate funds require to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against each Unit Owner and Parking Space Unit Owner in proportion to his respective Percentage Interest, and shall be a lien against each Unit Owner's Unit and each Parking Space Unit Owner's Parking Space Unit as of the first day of the fiscal year to which such Annual Budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner and Parking Space 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 of the Assessment for such fiscal year. Within 60 days after the end of each fiscal year, the Board of Directors shall send to each Unit Owner and Parking Space Unit Owner an

itemized accounting of the Common Expenses actually incurred and paid for such fiscal year, together with an itemized statement of the amounts collected pursuant to the Assessment adopted by the Board of Directors for such fiscal year, the amount of any surplus or deficit and the amount of the reserves. Common Profits in excess of Common Expenses (including reserves) as at the end of a fiscal year shall be returned to the Unit Owners and Parking Space Unit Owners or credited against the Assessments due from the Unit Owners and Parking Space Unit Owners under the Annual Budget for the next succeeding fiscal year, as may be determined by the Board of Directors, in proportion to the Par Value of their respective Units and Parking Space Units. ~~The initial capital contribution by each Unit Owner and Parking Space Unit Owner equal to two month's Assessment and paid by the Unit Owner and Parking Space Unit Owner upon the purchase of his Unit or Parking Space Unit from the Declarant shall be deemed to be funds obtained by Assessment under this Paragraph C.~~

~~...F. Declarant Assessments. Notwithstanding anything to the contrary set forth in this Paragraph 1 of this Article VI, or elsewhere in these By Laws, or in the Condominium Instruments, any Units and/or Parking Space Units owned by the Declarant shall be Assessed at an amount equal to the actual monthly Assessment allocated to each such Unit and/or Parking Space Unit less the portion thereof attributable to the Replacement Reserve until the date of the first annual meeting as set forth in Paragraph 4 of Article III hereof or Declarant sells such Units or Parking Space Units, whichever is earlier in time.~~

~~G. Initial Budget. When the first Board of Directors takes office, it shall determine the Annual Budget, as defined in this Section, for the period commencing upon the sale of the first Unit or Parking Space Unit by the Declarant and ending on December 31 of the fiscal year in which their election occurs. Assessments shall be levied against the Unit Owners and Parking Space Unit Owners during such period in accordance with Paragraph C of this Section.~~

...7. Additions, Alterations or Improvements by 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 the Building, including the doors and windows or the exterior of the Unit's

entrance doors without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) in such Unit Owner's Unit within forty-five (45) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, without however incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to such person or damage to property arising therefrom. ~~The provisions of this Section 7 shall not apply to Units owned by the Declarant until such Units have been initially sold by the Declarant and paid for.~~ The provisions of this Section 7 shall apply insofar as possible to a Parking Space Unit Owner and his Parking Space Unit. The provisions of this Section 7 shall not apply to a Unit Owner's painting, wallpapering, panelling or making other like improvements to the interior of his own Unit which (a) do not effect the structural integrity of the Building and (b) do not require a governmental permit.

8. Restrictions of Use of Units and Condominium.

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

1. No Unit Owner or Parking Space Unit Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Condominium except as authorized by the Board of Directors. ~~This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the Units and Parking Space Units.~~

...14. A Unit Owner or Parking Space Unit Owner may lease his Unit or Parking Space Unit for a term of not less than six months provided that (i) a fully conformed copy of said lease or renewal thereof shall be delivered to the Board of Directors within ten (10) days of execution; (ii) such lease shall be

subject to and consistent with the provisions of the Condominium Instruments, as the same may be amended from time to time, and the Rules and Regulations of the Condominium; and (iii) the Board of Directors has the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease. The restrictions of this paragraph shall not apply to ~~the Declarant~~ or any mortgagee who comes into possession of a Unit or Parking Space Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

IN WITNESS WHEREOF, the Board of Directors has caused this amendment to the Bylaws to be executed in its name on behalf of the Apolliné, a Condominium Unit Owners Association following the adoption of this amendment pursuant to the required approval of the members.

By: Amy Viener
Amy Viener, President
The Apolliné, a Condominium
Unit Owners Association

TO WIT:

On this 18th day of August, 2009, before me, the undersigned Notary Public, personally appeared the President of the Apolliné, a Condominium Unit Owners Association, Amy Viener, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires October 14, 2012

My Commission Expires: _____.

My Notary Registration No. _____.

CERTIFICATE OF AMENDMENT

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Apolliné, a Condominium Unit Owners Association, located at 1330 New Hampshire Avenue, NW, in the District of Columbia, established pursuant to a Declaration of Condominium, the first page of which is recorded as Instrument No. 7900019631 on or about July 15, 1979, among the land records of the District of Columbia; and

That the foregoing Amendment constitutes an Amendment of the Bylaws of such Association, as duly adopted by the affirmative vote of ^{at least} sixty six and two thirds percent of the total votes of the Unit Owners Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of this Association this 18th day of August, 2009.

By: Amy Viener
Amy Viener, President
The Apolliné, a Condominium
Unit Owners Association

TO WIT:

On this 18 day of August, 2009, before me, the undersigned Notary Public, personally appeared the President of the Apolliné, a Condominium Unit Owners Association, Amy Viener, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: My Commission Expires October 14, 2012
My Notary Registration No. _____

EXHIBIT