

Articles of Incorporation
Professional Courts Condominium

THE ASSOCIATION OF UNIT OWNERS OF
PROFESSIONAL COURTS CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond,

April 23, 1987

This is to Certify that the certificate of incorporation of

PROFESSIONAL COURTS CONDOMINIUM
ASSOCIATION, INC.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business.*



State Corporation Commission

Nancy H. McCoy

Assistant Clerk of the Commission

THE ASSOCIATION OF UNIT OWNERS OF
PROFESSIONAL COURTS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

That I, Charles Guthrie, whose mailing address is 7406 Colshire Drive, #1, McLean, Virginia 22102, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a non-stock corporation under and by virtue of Chapter 10 of Title 13.1 of the Code of Virginia, as amended, and for such purpose do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the Corporation shall be Professional Courts Condominium Association, Inc.

ARTICLE II. The address of the initial registered office of this Corporation, including both (a) the post-office address with street and number, if any, and (b) the name of the city or county in which it is located is as follows: 6514 Heather Brook Road, McLean, Virginia 22101. The initial registered agent of this Corporation at such address is Donald H. Seifman, a citizen and actual resident of the Commonwealth of Virginia and a member of the Virginia State Bar.

ARTICLE III. The Members of this Association shall be the unit owners of a Condominium (the "Condominium") located in the County of Fairfax, Commonwealth of Virginia, known and described as "Professional Courts." Unless specifically required to the contrary, or unless it is plainly evident from the context of the different meaning is intended or required, all terms used in these Articles of Incorporation shall have the same meaning as they are defined to have in the Declaration hereinafter described or in Chapter 4.2 of Title 55 of the Code of Virginia as amended, i.e., the Condominium Act.

ARTICLE IV. The period of existence and duration of the life of this Corporation shall be perpetual, subject to the right of the members of this Corporation to terminate the Condominium as provided in the Condominium Act.

ARTICLE V. The general purposes for which this Corporation is formed, and the business or objects to be carried on and promoted by it, are as follows:

(a) to organize and operate a corporation, no part of the net earnings of which is to enure to the benefit of any member of this Corporation or to any other individuals;

(b) pursuant to and in conformity with the requirements of the Condominium Act, and in a manner consistent with a certain Declaration (the "Declaration"), relating thereto made by the Falls Church Professional Court Limited Partnership, a limited partnership organized and existing under the laws of the Commonwealth of Virginia (the "Declarant") and dated the 7th day of May, 1984 and recorded the 13th day of January, 1986, in deed book 344 at page 652 among the Land Records for Fairfax County, Virginia and as the same may from time to time be supplemented or modified, to provide for the maintenance, operation and management of a certain Condominium located in Fairfax County, Virginia herein elsewhere called the "Condominium" and identified as follows: "PROFESSIONAL COURTS, A CONDOMINIUM."

For the general purposes aforesaid, and limited to those purposes, this Corporation shall have the following powers:

- (a) to sue and be sued, complain and defend, in its corporate name;
- (b) to have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof to be in any manner reproduced; but failure to use the corporate seal will not affect the validity of any instruments;
- (c) to purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;
- (d) to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets;
- (e) to make contracts and incur liabilities, borrow money at such rates of interest as this Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income;
- (f) to lend money for its corporate purposes, invest and reinvest its funds, and take in whole real and personal property as security for the payment of funds so loaned or invested;
- (g) to conduct its affairs, carry on its operations, hold property, have offices and exercise the powers granted by the Virginia Nonstock Corporation Act within or without the Commonwealth of Virginia;
- (h) to elect or appoint officers and agents of this Corporation, and define their duties and fix compensation;
- (i) to make and alter By-Laws not inconsistent with these Articles of Incorporation or with the laws of the Commonwealth of Virginia, for the administration and regulation of the affairs of this Corporation;
- (j) to have and exercise all powers necessary or convenient to affect any or all of the purposes for which this corporation is organized; and
- (k) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of this Corporation or the common benefit of its members and, in general, to exercise the powers and duties of the Association set out in the Condominium Act, the Declaration herein above referred to and the By-Laws of this Corporation, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration herein above referred to and the By-Laws of this Corporation.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise hereof as conferred by the Condominium Act and by the General Laws of the Commonwealth of Virginia.

ARTICLE VI. This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members, except as specifically provided for the in the Condominium Act. The members of this Corporation shall not be personally liable for the

debts, liabilities, or obligations of this Corporation, except as specifically provided for the in the Condominium Act.

ARTICLE VII. The authorized number of memberships of this Corporation is twenty-one (21), all of which shall be of one class and all of which shall have voting rights. Every Unit Owner in the Condominium shall be a member of this Corporation.

ARTICLE VIII. This Corporation shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due to this Corporation from the holder thereof or for any reason whatsoever.

ARTICLE IX. In the event any members of this Corporation sells, assigns, or otherwise transfers of record any Condominium unit in which he holds the interest required for membership, such membership shall terminate and, at the same time, this Corporation shall issue a new membership to the transferee of that Condominium unit. The foregoing requirement shall not apply in the event a Condominium unit is transferred solely as security for the performance of an obligation. Except as provided in this Article, membership is not transferable.

ARTICLE X (a) The number of Directors in this Corporation shall be an uneven number of not less than one (1) natural person nor more than five (5) natural persons, and the names and post-office addresses of the three Directors who shall act as such until their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
Charles R. Guthrie	7406 Colshire Drive, #1 McLean, Virginia 22102
Susan M. Walters	7408 Colshire Drive, #1 McLean, Virginia 22102
Sharon M. Kassing	7322 Dartford Drive, #8 McLean, Virginia 22102

Prior to the first annual meeting of members following the termination of the authority and rights reserved to the Declarant in subparagraph (a) of this Article, the number of Directors shall be determined, from time to time, by a vote of the initial Directors herein above named; provided, however, that the number of Directors shall not be less than one (1). Thereafter, the number of Directors shall be determined by a vote of the members of the first annual meeting of members following the termination of the authority and rights reserved to the Declarant and the number of Directors may be changed by a vote of the members in any subsequent annual or special meeting of the members; provided, however, that

(i) the limitations of this Article shall continue to apply; and

(ii) no such change shall operate to extend or curtail the term of any incumbent Director.

(b) For a period of five (5) years from the date of recordation of the Declaration, or until; the date at which Condominium units to which seventy-five percent (75%) of the undivided interest in the Common Elements of the Condominium have been conveyed by the Declarant, whichever date shall first occur, the Declarant or such person as

may from time to time be designated in writing by the Declarant by notice in writing to the Secretary of this Corporation, shall have the irrevocable and unconditional authority and right to appoint and remove all of the members of the Board of Directors of this Corporation without a vote of the members. Notice of the names of the persons from time to time appointed to the Board of Directors by the Declarant shall be given in writing by the Declarant to the Secretary of this Corporation within a reasonable time following any such appointment and, in the absence of any notice to the contrary delivered to the Secretary of this Corporation, the persons named in these Article of Incorporation shall continue to serve as Directors of this Corporation until their successors are duly chosen and qualified following the termination of the authority and rights herein reserved to the Declarant.

(c) Following the termination of the authority and rights reserved to the Declarant in subparagraph (b) of this Article, the election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. All Directors elected by the members shall be elected on a "at-large" basis. There shall be no cumulative voting.

At the first annual meeting of the members following the termination of the authority and rights reserved to the Declarant in subparagraph (b) of this Article, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director so elected, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by the filing of Articles of Amendment (if required by law) and by resolution duly made and adopted at the first annual meeting of members following the termination of the authority and rights reserved to the Declarant in subparagraph (b) of this Article or at any subsequent annual meeting, resolved to fix the term for each Director to be elected at any such meeting at one (1) year.

ARTICLE XI. To the extent permitted by law:

(a) This Corporation 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, whether civil, criminal, administrative, arbitratve or investigative (other than an action by or in the right of this Corporation) by reason of the fact that he is or was a Director, officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees, judgments and amounts paid in settlement actually and reasonably 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 interest of this Corporation, and, with respect to any criminal action or proceeding and no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of this Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

(b) This Corporation 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 or suit by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of this Corporation, or is or was serving

at the request of this Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of this Corporation and accept that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to this Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of this Corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subparagraphs (a) and (b) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subparagraphs (a) and (b) of this Article (unless ordered by a court) shall be made by this Corporation only as authorized in the specific case upon the determination and indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subparagraphs (a) and (b) of this Article. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding or (ii) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or (iii) by a vote of a majority of the then members of this Corporation.

(e) Expenses (including attorneys' fees) incurred in defending an action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, may be paid by this Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided for in subparagraph (b) of this Article upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by this Corporation as authorized in this Article.

(f) This Corporation shall have the power to make any other or further indemnity, including criminal proceedings, to any person referred to in this Article that may be authorized by any resolution adopted, before or after the event, by the then members of this Corporation, except an indemnity against his gross negligence or willful conduct.

(g) Except to the extent that any of them may also be members of this Corporation, the officers and Directors of this Corporation shall have no personal liability of such officers and Directors with respect to any contract or other commitment made by them, in good faith, on behalf of this Corporation and this Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of this Corporation, or former officer or Director of this Corporation, may be entitled, by law or otherwise.

(h) The officers and Directors of this Corporation shall not be liable to this Corporation or to the members of this Corporation for any mistake of judgment, negligence or otherwise, except for their own gross negligence, willful misconduct or bad faith.

(i) Each of the indemnities provided for this Article shall continue as to any person who has ceased to have the capacity referred to in this Article and shall inure to the benefit of the heirs, executors and administrators of any such person.

(j) This Corporation may purchase and maintain insurance on the behalf of any person who is or was a Director, officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or rising out of his status of such, whether or not this Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII. The Directors shall exercise the powers and duties in good faith and with a view to the interest of this Corporation and the Condominium. No contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any corporation, firm, association or entity (including the Declarant) in which one or more of the Directors of this Corporation are directors or officers or are interested, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose; provided that the material facts as to his or their relationship or interest are disclosed or known:

(i) to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the votes with such interested Directors, or the votes of the disinterested Directors are insufficient to constitute an act of the Board of Directors, by unanimous vote by the disinterested Directors, if there are not less than two (2) such disinterested Directors; or

(ii) to the members of this Corporation entitled to vote before they authorize, approve or ratify such contracts or transaction by vote or written consent.

In any event, no contract or other transaction described in this Article shall be void or voidable despite failure to comply with subparagraphs (i) or (ii) of this Article, provided that such contract or transaction was fair and reasonable to this Corporation in view of all of the facts known to any officer or Director at the time such contract or transaction was entered into on behalf of this Corporation.

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

ARTICLE XIII. Subject to the limitations set forth in the Condominium Act, the Declaration herein above referred to, and in the By-Laws of this Corporation, this Corporation reserves the right to amend, alter or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law for the amendment of Articles of Incorporation.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the Virginia Nonstock Corporation Act, the undersigned incorporator has signed these Articles of Incorporation this 16th day of April, 1987.

WITNESS:

Jody J. Fine

INCORPORATOR:

Charles R. Fechner

Budget
Professional Courts Condominium

PROFESSIONAL COURTS 2017 Budget Approved

	Actual 2015	Approved 2016	Actual Jan - Sept 2016	Projected Jan-Dec 16	Approved 2017 Budget
Income					
40010 · Assessment Income	76,824.00	76,824.00	57,618.00	76,824.00	76,824.00
40034 · Interest Income	154.12	0.00	112.48	140.00	0.00
40040 · Late Fees	50.00	0.00	75.00	75.00	0.00
40090 · Misc. Income	0.00	0.00	0.00	0.00	0.00
Total Income	76,974.00	76,824.00	57,805.48	77,039.00	76,824.00
Expense					
Administrative Expense					
50010 · Management Fees	9,408.00	9,690.00	7,267.50	9,690.00	9,884.00
50080 · Income Taxes	20.00	30.00	5.00	5.00	25.00
50200 · Misc. Administrative	789.86	800.00	444.23	800.00	800.00
Total Administrative Expense	10,217.86	10,520.00	7,716.73	10,495.00	10,709.00
Operating Expense					
58010 · Electricity	1,672.54	1,800.00	1,281.40	1,800.00	1,800.00
58030 · Water & Sewer	3,342.24	3,600.00	2,776.19	3,600.00	3,600.00
60080 · General Maint. & Repairs	6,363.28	5,000.00	5,571.98	7,000.00	5,000.00
60081 · Fire Extinguisher/Emerg Lights	131.47	0.00	0.00	150.00	150.00
60170 · Insurance	7,488.31	7,500.00	5,928.75	7,800.00	7,800.00
67020 · Grounds Contract	4,464.00	4,600.00	3,528.00	4,704.00	4,704.00
67030 · Trash Removal Contract	8,590.83	8,600.00	6,979.18	9,300.00	9,300.00
67060 · Janitorial Services	1,533.96	1,580.00	1,150.47	1,535.00	1,580.00
67070 · Snow Removal Contract	3,702.50	8,000.00	3,178.75	4,500.00	7,000.00
68000 · Deficit Recovery	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	37,289.13	40,680.00	30,394.72	40,389.00	40,934.00
Reserve Expenses					
90000 Reserves and Replacement	27,495.00	25,624.00	19,217.97	25,624.00	25,181.00
Total Reserve Expenses	27,495.00	25,624.00	19,217.97	25,624.00	25,181.00
Total Expense	75,001.99	76,824.00	57,329.42	76,508.00	76,824.00
Net Income	2,026.13	0.00	476.06	531.00	0.00

fee are \$227 and \$336 for 2017

Bylaws
Professional Courts Condominium

BY-LAWS OF THE UNIT OWNERS ASSOCIATION OF
PROFESSIONAL COURTS, A CONDOMINIUM

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**BY-LAWS OF THE UNIT OWNERS ASSOCIATION OF
PROFESSIONAL COURTS, A CONDOMINIUM**

**ARTICLE I
PLAN OF CONDOMINIUM UNIT OWNERSHIP**

SECTION 1.1. CONDOMINIUM UNIT OWNERSHIP. On _____, 19___, FALLS CHURCH PROFESSIONAL COURT LIMITED PARTNERSHIP, as Declarant, executed a Declaration (to which these By-Laws are attached as Exhibit "H") in accordance with the Condominium Act of the Commonwealth of Virginia, creating a Condominium in Fairfax County, Virginia, known as Professional Courts, a Condominium (hereinafter sometimes referred to as the "Condominium").

SECTION 1.2. BY-LAWS APPLICABILITY. These By-Laws are adopted by the Declarant as sole Unit Owner of Professional Courts, a Condominium as the governing By-Laws of the Unit Owners Association of Professional Courts, a Condominium ("Association").

SECTION 1.3. PERSONAL APPLICATION. All present or future Unit Owners, and their tenants or employees, or any other person using the facilities of the Condominium in any manner, are subject to the provisions of the Declaration and these By-Laws.

**ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS,
QUORUM, PROXIES**

SECTION 2.1. MEMBERSHIP. Every person who is the record owner of a fee or undivided fee interest in any Unit which is a part of the Condominium and which is, or may become, subject to the Declaration or any amendments thereto, shall be a member of the Association. The membership may be in the name of one or more persons, in any names permitted by law. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Unit Owner, whether one or more persons, shall have more than one membership per unit. Membership shall be appurtenant to and may be not separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership.

SECTION 2.2. TITLE TO UNITS. Title to a Condominium Unit may be taken in the name of one or more persons, in any manner permitted by law. The Unit Owners Association may acquire, hold and transfer title to one or more Condominium Units in its own name.

SECTION 2.3. VOTING RIGHTS. The Association shall have one class of voting membership which shall consist of all Unit Owners, including the Declarant. Votes are hereby allocated to Units in accordance with paragraph VII(b) of the Declaration. When more than one person holds a membership interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine.

NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS DECLARATION OR THE BY-LAWS OR OTHER DOCUMENTS TO THE CONTRARY, THE DECLARANT, ITS SUCCESSORS OR ASSIGNS, OR DULY AUTHORIZED AGENT OR REPRESENTATIVE SHALL HAVE THE POWER TO APPOINT AND REMOVE ALL OFFICERS OF THE ASSOCIATION, AND THE BOARD OF DIRECTORS, AND TO EXERCISE ALL POWERS AND

RESPONSIBILITIES OTHERWISE ASSIGNED TO THE ASSOCIATION AND ITS BOARD OF DIRECTORS FOR FIVE (5) YEARS FROM DATE HEREOF, OR UNTIL THE EARLIER CONVEYANCE TO UNIT OWNERS OTHER THAN THE DECLARANT OF UNITS SUBJECT TO THIS DECLARATION TO WHICH SEVENTY-FIVE PERCENT (75%) OF THE UNDIVIDED INTERESTS IN THE UNITS.

SECTION 2.4. SUSPENSION OF MEMBERSHIP AND VOTING RIGHTS. During any period in which a Unit Owner shall be in default in the payment of any regular or special assessment levied by the Association as provided in Article VIII, the voting rights, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Unit Owner may also be suspended for a period not to exceed thirty (30) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Elements.

SECTION 2.5. MAJORITY AND PERCENT OF UNIT OWNERS. As used in these By-Laws, the term "Majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the votes in the Condominium, except as stated herein. Percent of Unit Owners refers to percent of Unit Owners votes.

SECTION 2.6. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

SECTION 3.1. ASSOCIATION RESPONSIBILITIES. The Unit Owners will constitute the members of the Association which shall have the responsibility of administering the Condominium, approving the annual budget, establishing and collecting monthly assessments, election of Directors and arranging for the management of the Condominium. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Unit Owners.

SECTION 3.2. ANNUAL MEETINGS. The first annual meeting of the Association shall be held on the 25th day of June, 1987. Thereafter, the annual meetings of the Association shall be held on the 25th of June of each succeeding year, unless such day shall be a holiday, in which case the meeting shall be held on the next day not a holiday. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Directors in accordance with the requirements of Sections 4.1 and 4.5 of Article IV of these By-Laws. The Unit Owners may also transact such other business of the Association as may properly come before them.

SECTION 3.3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 35% of the Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

No later than the earlier of (i) the day deeds of conveyance of Units representing seventy-five percent (75%) or more of the Units shall have been delivered to Unit Owners by the Declarant or (ii) the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act, notice shall be given of a special meeting of the Unit Owners Association at which all of the Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall

thereupon elect successor members of the Board to act in the place and stead of those resigning.

SECTION 3.4. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Association stating the purpose thereof, as well as the time and place where it is to be held, to each Unit Owner of record, no earlier than twenty-one (21), but not more than thirty (30) days prior to the annual meeting, and no earlier than ten (10), but not more than thirty (30) days prior to a special meeting. Such notice shall be sent by United States mail, return receipt requested, to all Unit Owners of record at the address of their respective units and to such other addresses as any of them may have designated; or such notice may be hand delivered, provided a receipt of acceptance is obtained therefor.

SECTION 3.5. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "forty percent of Unit Owners" shall constitute a quorum. However, if a quorum is not present, Unit Owners holding a majority of votes who, are present at that meeting may be adjourned and a subsequent meeting called no earlier than 48 hours nor more than thirty (30) days after the time of the originally scheduled meeting. At such subsequent meeting a quorum shall consist of the presence in person or by proxy, of Unit Owners having more than forty percent (40%) of the votes in the Condominium.

SECTION 3.6. ORDER OF BUSINESS. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting (or waiver of notice).
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Board of Directors.
- (f) Report of committees.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors, hereinafter referred to as the "Board," composed of an uneven number of at least three (3) natural persons and not more than five (5) natural persons. Prior to the first annual meeting of the Association following the termination of the authority and rights reserved to the Declarant, the number of Directors shall be determined, from time to time, by a vote should not of Directors be determined at special meeting by Union Owners of the initial Directors hereinafter named; provided, however, that the number of Directors shall not be less than three (3). Thereafter

the number of Directors shall be determined by a vote of the Association at the first annual meeting of the Association following the termination of the authority and rights reserved to the Declarant and the number of Directors may be changed by a vote of the Association at any subsequent annual or special meeting of the Association; provided, however, that (a) the limitations of this Article shall continue to apply; and (b) no such change shall operate to extend or curtail the term of any incumbent Director.

SECTION 4.2. INITIAL DIRECTORS: CONTROL BY DECLARANT. The initial Directors shall be selected by the Declarant. The name of the Directors who shall act as such from the date upon which the Declaration is recorded until the first annual meeting of the Association or until such time as their successors are duly chosen and qualified as set forth in the Articles of Incorporation of the Association, are Charles R. Guthrie, Susan M. Walters and Sharon M. Kassing. If, pursuant to the Declaration, the Declarant shall desire to remove or add a Director, the Declarant by notice in writing to the Secretary of the Association, shall have the irrevocable and unconditional authority and right to appoint and to remove all of the members of the Board without a vote of the Association. Notice of the names of the persons from time to time appointed to the Board by the Declarant shall be given in writing by the Declarant to the Secretary of the Association within a reasonable time following any such appointment and, in the absence of any notice to the contrary delivered to the Secretary of the Association, the persons named in the Articles of Incorporation of the Association shall continue to serve as Directors of the Association until their successors are duly chosen and qualified following the termination of the authority herein reserved to the Declarant.

SECTION 4.3. POWERS AND DUTIES. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and the Condominium and may do all such acts and things as are not by law or by the Declaration or the By-Laws directed to be exercised and done by the Unit Owners. The powers and duties of the Board shall include, but not be limited to the following:

(a) To adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations are not in conflict with the Condominium Act, the Declaration or these By-Laws; and

(b) To provide for the care, upkeep and surveillance of the Condominium and its general and limited common elements and services in a manner consistent with law and the provisions of the these By-Laws and the Declaration; and

(c) To provide for the establishment, collection, use and expenditure of common expense assessments from the Unit Owners and for the filing and enforcement of any Memorandum of Lien for Condominium Assessments in a manner consistent with law and the provisions of the these By-Laws and the Declaration; and

(d) To delegate to one of its members or a person employed for such purpose the authority to act on behalf of the Board on such matters; and

(e) To provide for the designation, hiring and dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the common elements and to provide services for the Condominium in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(f) To provide for the promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed reasonable and proper respecting the use, occupancy and maintenance of the Condominium and the use of the

general and limited common elements and as are designed to prevent unreasonable interference with the use and occupancy of the Condominium and of the general and limited common elements by the Unit Owners and others others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(g) To authorize, in their discretion, the payment of surplus common profits when and as reflected in the annual reports; and

(h) Subject to the limitations of the Condominium Act, and to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Unit Owners and to declare expenses incurred in connection therewith to be the common expenses of the Association; and

(i) To purchase insurance for the Condominium in the manner provided for in these By-Laws; and

(j) To repair, renovate, restore or reconstruct all or any part of the Condominium after any casualty loss in a manner consistent with law and the provisions of the Declaration and these By-Laws and to otherwise improve the Condominium; and

(k) To lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the Condominium; and

(l) To appoint the members of the Architectural and Environmental Control Committee provided for in Article VII of these By-Laws and to appoint the members of such other committees as the Board may from time to time designate; and

(m) Insofar as permitted by law, to do any other thing that, in the judgment of the Board, will promote the business of the Association or the common benefit of the Unit Owners and, in general, to exercise the powers provided for the Declaration and the Condominium Act and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

The foregoing enumeration of specific powers and duties shall not be deemed to limit or restrict in any manner the general powers of the Board, and the enjoyment and the exercise thereof, as conferred by the laws of the Commonwealth of Virginia and as set forth in the Condominium Act.

SECTION 4.4. MANAGEMENT AGENT. The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and to provide such services as the Board shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, upon thirty (30) days written notice thereof. Any other provision of these By-Laws to the contrary notwithstanding, the term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one year periods.

SECTION 4.5. ELECTION AND TERM OF OFFICE. The term of the Board named or otherwise identified herein shall expire when their successors have been appointed by the Declaration or elected at the first annual meeting of the Unit Owners

following the termination of the authority and rights reserved to the Declarant. Following the termination of the authority and rights reserved to the Declarant, the election of the Board shall be by oral ballot, unless any Unit Owner requests written balloting in which event members of the Board shall be elected by written ballot. All Board members elected by the Unit Owners shall be elected on a "at-large" basis. There shall be no cumulative voting. At the first annual meeting of the Unit Owners following the termination of the authority and rights reserved to the Declarant, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director so elected, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members following the termination of the authority and rights reserved to the Declarant or at any subsequent annual meeting, resolve to fix the term for each Director to be elected at any such meeting at one (1) year. Directors shall hold office until their respective successors have been appointed by the Declarant or elected and hold their first regular meeting.

SECTION 4.6. VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Unit Owners Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board for the remainder of the term of the member being replaced. Notwithstanding anything to the contrary in this Section, so long as the Declarant owns more than twenty-five percent (25%) of the aggregate votes (but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act) the Declarant shall designate the successor to any resigned or removed Director previously designated by the Declarant.

SECTION 4.7. REMOVAL OR RESIGNATION OF MEMBERS OF THE BOARD OF DIRECTORS. Except with respect to Directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board may be removed with or without cause by vote of a majority of the Unit Owners present or voting by proxy and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time.

SECTION 4.8. COMPENSATION. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director who is also a Unit Owner for services provided by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses reasonably and necessarily incurred in connection with their services as Directors, and shall be deemed a Common Expense.

SECTION 4.9. ORGANIZATION MEETING. The first meeting of a newly elected Board shall be held within ten (10) days following their election at such place that shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present at such first meeting.

SECTION 4.10. REGULAR MEETINGS. Regular meetings of the Board may be held at any time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

SECTION 4.11. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of at least two of the Directors delivered to the President or Secretary.

SECTION 4.12. WAIVER OF NOTICE. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of the time, place and purpose of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 4.13. QUORUM. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. After any such adjourned meeting, any business for which that meeting was called and which might have been transacted at the meeting may be transacted at a meeting where a quorum is present without further notice.

SECTION 4.14. ACTION WITHOUT MEETING. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 4.15. FIDELITY BONDS. There shall be obtained fidelity bonds in an amount not less than one hundred percent (100%) of the total annual Condominium assessments for the year (in such form and such greater amounts as may be required by all Mortgagees) for all officers, Directors and employees of the Unit Owners Association, including without limitation the Managing Agent, handling or responsible for Condominium funds. The premiums on such bonds required for the Unit Owners Association (excluding the bonds maintained by the Managing Agent) shall constitute a Common Expense.

ARTICLE V OFFICERS

SECTION 5.1. DESIGNATION. The principal officers of the Association shall be a President, Vice President, Secretary and a Treasurer, all of whom shall be elected by the Board. Prior to the termination of the authority and rights reserved to the Declarant, the officers of the Association need not be Unit Owners. Thereafter, except for the President, the officers of the Association need not be Unit Owners. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment

they from time to time be considered necessary. A person may hold more than one office but may not serve concurrently as both President and Secretary.

SECTION 5.2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board who shall be able to remove them at any time with or without cause or liability.

SECTION 5.3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board duly called for such person.

SECTION 5.4. PRESIDENT. The President shall be elected from among the Directors of the Association. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including without limitation, the power to appoint committees from time to time as the President may at his full discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5.5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and it shall perform such other duties as shall from time to time be delegated to him by the Board.

SECTION 5.6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Unit Owners. The Secretary shall give notice of all annual and special meetings of the Unit Owners in conformity with requirements of law and these By-Laws. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership roster and have such other books and papers as the Board may direct and he shall, in general, perform all of the duties incident of the office of Secretary of a corporation.

SECTION 5.7. TREASURER. The Treasurer shall be the Chief Financial Officer and have the responsibility for Unit Owners Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Unit Owners Association, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors, and, in general, perform all the duties incident to the office of Treasurer of a corporation.

ARTICLE VI INSURANCE

SECTION 6.1. AUTHORITY TO PURCHASE.

(a) Except as otherwise provided in this Article VI, all insurance policies relating to the property shall be purchased by the Board. Neither the Board nor the Management Agent nor the Declarant shall be liable for failure to obtain any coverages required by this Article or for any loss of damage resulting from such failure if such failure

is due to the unavailability of such coverages from reputable companies or if coverage is only available at an unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, the Unit Owners, the Association, the Board, the Management Agent, and their respective agents and employees.

(2) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner who (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent.

(3) (a) Such policy may not be cancelled, modified or accepted for surrender (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Board and the Managing Agent, and in the case of physical damage insurance, to all unit owners and mortgagees.

(b) The master policy shall contain a standard mortgagee clause, without contribution, in favor of each mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Units, which shall provide that the law, if any, hereunder shall be payable to such mortgagee and the Unit Owner, as their interest may appear, subject, however, to the last payment and adjustment provisions in favor of the Board of Directors and the insurance Trustees set forth in this Article.

(c) The Declarant so long as Declarant shall own any unit, shall be protected by all such policies as a Unit Owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and holding a rating of A- or better in Best Insurance Guide and a financial rating of ten or larger.

(e) No policy of insurance shall be written by any insurance company having a charter, by-laws or policy under which contributions or assessments may be made against the Unit Owners, the Association, or under which loss payments are contingent upon action by the insurance company's Board of Directors, policyholders or members.

SECTION 6.2. PHYSICAL DAMAGE INSURANCE.

(a) The Board shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "extended coverage" insuring the improvements in the Condominium (but not including furniture, wallcoverings, furnishings or other personal property supplied or installed by Unit Owners and not including unit improvements or betterments made by Unit Owners, other than perimeter drywall (including paint), standard power room, air conditioning and electrical closets (including standard heating and electrical equipment included therein) and bar sink) and covering the interest of the Association, the Board and all Unit Owners and their mortgagees as their interest may appear (subject, however, to the loss, payment and adjustment provisions in favor of the Board and the Insurance Trustee contained in Section 6.6 and 6.7 of this Article VI) in an amount equal to not less than one hundred percent (100%) of the then current replacement cost of the Condominium (exclusive of the current land, excavations, foundations and other items normally excluded from such coverage), without deduction for

depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide:

(1) The following endorsements (or equivalent):

- (i) special Condominium endorsement;
- (ii) "no control";
- (iii) agreed amount and inflation guard endorsement;
- (iv) construction code endorsement;
- (v) "contingent liability from operation of building laws or codes";
- (vi) demolition cost endorsements;
- (vii) "increase cost of construction" or "condominium replacement costs"; such policy of physical damage insurance shall also provide or include to the extent obtainable that the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portions of such policy allocated to his or her Unit as a percentage interest of such Unit in the Common Element. The amount of such coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable;
- (viii) "agreed amount" or "elimination of co-insurance clause"; and

(2) If any "no other insurance" clause expressly excludes individual Unit Owner's policies from its operations so that the physical damage policy purchased by the Board shall be deemed primary coverage and any individual Unit Owner's policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premium shall be delivered by the insurer to any mortgagee so requesting at least ten (10) days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the current replacement cost of the Condominium (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 6.2. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy.

SECTION 6.3. LIABILITY INSURANCE. The Board shall obtain and maintain comprehensive general liability and property damage insurance in such limits as the Board may from time to time determine, insuring each member of the Board, the Managing Agent,

each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incident to the ownership and/or use of the Common Elements or limited Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain:

- (a) Libel, slander, false arrest and other personal injury offense coverages;
- (b) A cross liability endorsement under which the rights of a named insurer under the policy shall not be prejudice with respect to his action against another named insurer;
- (c) Medical payments coverage;
- (d) Broad form property damage coverage;
- (e) Hired and non-owned vehicle coverage, if applicable;
- (f) Property or other coverage; and
- (g) A "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or another Unit Owner. The Board shall review such limits once a year, but in no event shall such insurance be less than one million dollars (\$1,000,000) in respect of personal injury and/or property damage arising out of a single occurrence. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

SECTION 6.4. OTHER INSURANCE. The Board shall obtain and maintain:

(a) Adequate fidelity insurance to protect against dishonest acts on the part of officers, Directors, Trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including the Management Agent. Such fidelity bonds shall:

- (1) name the Association as an obligee;
- (2) be written in an amount not less than one hundred percent (100%) of the total annual condominium assessments for the year; and
- (3) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(b) Workman's compensation insurance of and to the extent necessary to meet the requirements of law.

(c) Such other insurance as the Board may determine or as may be requested from time to time by Unit Owners holding a majority of the percentage interest.

(d) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in an amount equal to 100% of the insurable value of all buildings and other insurable property located in the flood hazard area, based upon the then replacement costs, or, the maximum coverage available under the National Flood Insurance Administration Program, as amended, whichever is less.

SECTION 6.5. SEPARATE INSURANCE. Each Unit Owner must at his own expense obtain insurance for his own Unit and for his own benefit and to obtain insurance coverage upon its personal property and Unit betterments and improvements and for his personal liabilities and consequential damage; provided, however, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Directors to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation as against other Unit Owners and the Association. No Unit Owner shall obtain separate insurance policies in conflict with this section.

SECTION 6.6. INSURANCE TRUSTEE.

(a) All physical damage insurance policy purchased by the Board shall be for the benefit of the Association, the Unit Owners, their mortgagees and the Declarant, as their interest may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed two hundred thousand dollars (\$200,000), and all such proceeds shall be paid in trust to such lending institution in Fairfax County, Virginia, area with trust powers as may be designated by the Board of Directors (which Trustee herein referred to as the "Insurance Trustee"). If such proceeds do not exceed two hundred thousand dollars (\$200,000), then all such proceeds shall be paid to the Board to be applied pursuant to the terms herein.

(b) The Board shall enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of the coverage, the form or contents of the policies, the correctness of any amounts received on account with the proceeds of any insurance policies nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the repair or reconstruction of the Condominium in substantial conformity with the original plans and specifications, for the benefit of the insurers and their beneficiaries thereunder.

SECTION 6.7. BOARD OF DIRECTORS AS AGENT. The Board is hereby irrevocably appointed the agent for each Unit Owner, each Mortgagee, other named insurers and their beneficiaries and any other holder of a lien or other interest in the Condominium to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

**ARTICLE VII
ARCHITECTURAL CONTROL**

SECTION 7.1. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. Except for the construction of the Condominium by the Declarant and its duly authorized contractors and agents, representatives and employees, and except for any improvements to any Condominium Unit or to the Common Elements accomplished concurrently with said construction, and except for purposes of proper maintenance, replacement and repair or as otherwise any declaration of these By-Laws provided, it shall be prohibited for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, ariels, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Condominium Unit or upon any of the Common Elements, or to combine or otherwise join two or more Condominium Units, or to remove or alter any

window or exterior doors of any Condominium Unit, or to make any change or alteration within any Condominium Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring the Condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change (including, without limitation, any other information specified by the Board or its designated committee) shall have been submitted to and approved in writing as to safety, the affect of any such alterations on the cost of maintaining and insuring the Condominium in harmony of design, color and location in relation to surrounding structures and topography, by the Board of the Association, or by any Architectural and Environmental Control Committee designated by the Board.

SECTION 7.2. OPERATION. The Architectural and Environmental Control Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Board and such persons shall serve at the pleasure of the Board. In the event the Board fails to appoint an Architectural and Environmental Control Committee, then the Board shall constitute the committee. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determining, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

SECTION 7.3. APPROVALS. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing and approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 7.4. LIMITATIONS. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same were approved by the Architectural and Environmental Control Committee (whether by affirmative action or forbearance from action, as in Section 7.3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, within such longer period as the Architectural and Environmental Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural and Environmental Control Committee shall be conclusively deemed to have lapsed in compliance with the provisions of this Article shall then be required. There shall be no deviations from plans and specifications approved by the Architectural and Environmental Control Committee without the prior consent in writing of the Architectural and Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other incidence.

SECTION 7.5. CERTIFICATION OF COMPLIANCE. Upon completion of any construction or alteration or other improvements or structure in accordance with the plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Architectural and Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facia evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.

SECTION 7.6. RULES AND REGULATIONS. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except in any Unit Owner who has agreed by any action or forbearance from action by the Architectural and Environmental Control Committee may appeal the decision of the Architectural and Environmental Control Committee to the Board, upon the request of such Unit Owner, shall be entitled to a hearing before the Board.

SECTION 7.7. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD. Except in cases of bona fide emergencies involving manifest danger to life, safety or property, or the interruption of a central services to the Condominium, whenever in the judgment of the Board the Common Elements of the Condominium shall require additions, alterations, replacements, or improvements requiring the expenditure of funds of the Association in excess of twenty five thousand dollars (\$25,000) at any fiscal year of the Association, such additions, alterations, replacements or improvements shall not be made until the same shall have been approved by:

(a) Unit Owners representing the majority of the total votes of the Association at a meeting of the Unit Owners duly called for such purpose; and

(b) The institutional holder of any mortgages or other obligations in the aggregate principal sum of more than two hundred and fifty thousand dollars (\$250,000) secured by any Condominium unit or units in the Condominium, which approval shall be in writing and not unreasonably withheld.

ARTICLE VIII OPERATION OF THE PROPERTY

SECTION 8.1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST UNIT OWNERS.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those part of the Units, if any, as to which it is the responsibility of the Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses of the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance or repair of the Condominium and the rendering to the Unit Owners of all related services.

(2) Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general reserve for contingencies and replacements. At least thirty (30) days before the beginning of the fiscal year, the Board shall send to each Unit Owner a copy of the budget on a reasonably itemized form which sets forth the amount of Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Unit Owners Association.

(c) Assessments and Payments of Common Expenses. Subject to the provisions of these By-Laws, the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Board shall be assessed against each Unit Owner in proportion to his respective percentage interest and shall be a lien against each Unit Owner's Unit as provided herein. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board or the Managing Agent, if any, (as determined by the Board) one-twelfth of such assessment. Notwithstanding the foregoing, and except as provided herein, if the amount of the proposed budget is in excess of 120% of the budget for the preceding fiscal year, the proposed budget shall be approved by the Unit Owners holding a majority of the percentage interest at the regular or a special meeting of the Unit Owners held for this purpose. Within 120 days after the end of each fiscal year, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in an excess of the amount required for actual expenses and reserves shall, if the Board deems it advisable, be credited according to each Unit Owner's Percentage Interest to the next monthly installment(s) due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interest and shall be payable as the Board may determine.

(d) Reserves. The Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are inadequate for any reason, including nonpayment of any Unit Owner's assessment, an additional assessment shall be assessed against the Unit Owner according to the respective Percentage Interest, and which may be payable in a lump-sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is

due no more than ten (10) days after delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such other assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) Initial Capital Payment.

(1) Upon taking office, the first Board elected or designated pursuant to these By-Laws shall determine the budget, as defined in this Section, for the period commencing 30 days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in paragraph (c) of this Article.

(2) Declarant, as the agent of the Board, will collect from each initial Unit Purchaser at the time of settlement an "Initial Capital Payment" (in addition to the regular assessment for Common Expenses) equivalent to twice the estimated monthly assessment for Common Expenses for such Purchaser's Unit. The Declarant will deliver the funds so collected to the Board to provide the necessary working capital for the Unit Owners Association.

(f) Effective Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment is due no more than ten days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected by the Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund.

SECTION 8.2. PAYMENT OF COMMON EXPENSES. Each Unit Owner shall pay the Common Expenses assessed by the Board pursuant to the provisions of this Article. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit (except a conveyance as security for the performance of an obligation). Prior to or at the time of any such conveyance, all liens, unpaid charges and any unpaid assessments shall be paid in full and discharged. Any Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrued prior to the time such Mortgagee comes into possession thereof, except for assessments represented by memoranda of liens and judgment liens of record prior to recordation of the deed of trust securing such Mortgagee and except for claims for a prorata reallocation of such assessments or charges to all Condominium Units including the mortgaged Condominium Unit. Any unpaid assessments or charges against a Unit which are extinguished due to acquisition of title by a Mortgagee may be reallocated and assessed to all Units, including the mortgaged Unit, as a Common Expense by the Board.

SECTION 8.3. COLLECTION OF ASSESSMENTS. The Board or the Managing Agent, if any, at the request of the Board, shall take prompt action to collect any

assessments for Common Expenses due from any Unit Owner which remain unpaid for more than 30 days from the new date for payment thereof. Any assessment, or installment thereof, not paid within five (5) days after due shall accrue a late charge in the amount of twenty-five dollars (\$25.00). In the event the collection of any assessments are turned over to an attorney for collection, and in that event all costs associated with the collection plus attorneys' fees of 25% in the amount sought to be collected or \$100.00, whichever is greater shall be considered additional assessments due by said Unit Owner and shall be paid by said Unit Owner.

SECTION 8.4. STATEMENT OF COMMON EXPENSES. The Board shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board may impose a reasonable charge for the preparation to the extent permitted by the Condominium Act.

SECTION 8.5. MAINTENANCE, REPAIR, REPLACEMENT AND OTHER COMMON EXPENSES.

(a) By the Board. The Board shall be responsible for the maintenance, repair and replacement (unless such expense was necessitated by the negligence or willful misconduct of a Unit Owner) of all the Common Elements, whether located inside or outside of the Units, and of the exterior (including roofs) of Units, the cost of which shall be charged to all Unit Owners as a Common Expense.

(b) By the Unit Owner. Each Unit Owner shall keep his Unit (except for the exterior thereof) and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall maintain adequate heat to prevent damage of freezing pipes whether those of their Unit or a Common Element. Each Unit Owner shall be responsible for all damage to his or other Units or to the Common Elements resulting from his failure to maintain heat or make any of the repairs required by this Article. 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 or the Managing Agent, if any, any defect or need for repairs for which the Board is responsible. Nothing herein shall be deemed to release any insurer of its obligations under any insurance policy or to create rights of subrogation against any Unit Owner.

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

(d) Windows, Doors and Limited Common Element Foyer, Hallways and Stairs. The Owner of any Unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such Unit and shall, at his own expense, clean and maintain any foyer, hallways and stairs appurtenant to such Unit and designated herein or in the Declaration of the Condominium Plat as a Limited Common Element reserved for exclusive use by the Owner of that particular Unit, and both the interior and exterior surfaces of all entry doors of the Unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or the like appurtenant to such Unit and designated herein or in the Declaration or any Condominium Plat as part of a Unit or as a Limited Common Element reserved for the exclusive use of the Owner of that particular

Unit. Notwithstanding the provisions of this Article, the Board may resolve to clean the exterior surfaces of all windows in the Condominium at Common Expense in accordance with a schedule to be determined by the Board.

SECTION 8.6. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD. Except during the period of Declarant control, whenever in the judgment of the Board the Common Element shall require additions, alterations or improvements costing in excess of five thousand dollars (\$5,000.00) in any period of twelve (12) consecutive months, the making of such additions, alterations or improvements shall be approved by Unit Owners owning the majority of votes and upon approval of the Board shall proceed with such additions, alterations or improvements costing five thousand dollars (\$5,000.00) or less during any period of twelve (12) consecutive months may be made by the Board without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board, such additions, alterations or improvements are exclusively and substantially requesting the same, such requesting Unit Owner shall be assessed therefore 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. Further, notwithstanding the above, if the Board shall determine that any such repair, addition, or alteration is required on an emergency basis so as to be required to protect life, limb or property from irreparable or unnecessary damage or the interruption of essential services to the Condominium, then in such event the Board may authorize the expenditure provided that all Unit Owners are notified of such action immediately thereafter.

SECTION 8.7. RIGHT OF ACCESS. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act, to the Board or the Managing Agent, if any, or any other person authorized by the Board or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit for the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services of the Common Elements in his Unit or elsewhere in the property; providing, however, underlying that requests for entry are made in advance that any such entries at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

SECTION 8.8. UTILITY CHARGES. The cost of utilities serving the Condominium not individually metered to each Unit shall be a Common Expense.

SECTION 8.9. USE OF COMMON ELEMENTS. No Unit Owner shall place or cause or permit to be placed on or in the Common Elements any furniture, packages or objects of any kind.

SECTION 8.10. UNIT OWNER FLOOR LOAD RESTRICTIONS. No Unit Owner shall permit a floor load within his Condominium Unit in excess of seventy (70) pounds per square foot upon the framed or suspended steel floors of the Condominium Units, including an allowance of twenty (20) pounds per square foot for partition loads; provided, however, that no Unit Owner shall permit a load within his Condominium Unit in excess of one hundred (100) pounds per square foot upon concrete slabs on grade, including an allowance of twenty (20) pounds per square foot for partition loads. No Unit Owner shall permit floor loads in excess of the stated design loads for the Condominium nor shall any Unit Owner permit concentrated loads of any sort (e.g., for safes, library stacks, filing systems or other heavy equipment) unless and until the adequacy of the

structure to support such floor loads is verified by a structural engineer to the satisfaction of the Architectural Control Committee and under such reasonable conditions and circumstances as it may require.

ARTICLE IX AMENDMENT OF BY-LAWS

These By-Laws may not be modified or amended except as provided in Section 55-79.72 of the Condominium Act; and as contemplated in Article IX of the Declaration of this Condominium; provided, however, that until the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act, (i) Section 3.2 of Article III, (ii) Section 2.9 of Article II, (iii) Section 4.1 of Article IV, and (iv) this Article IX may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the Unit Owner of Units representing twenty-five percent or more of the aggregate Percentage Interests. All amendments to the By-Laws shall be prepared and recorded by the Secretary.

ARTICLE X NOTICE OF CONVEYANCE OR ENCUMBRANCE

SECTION 10.1. NOTICE TO ASSOCIATION. A Unit Owner who conveys his unit in fee or as security for an indebtedness shall within thirty (30) days of such conveyance, give written notice to notify the Association through the Management Agent, if any, or the President of the Association in the event there is no Management Agent, giving the name and mailing address of the new Unit Owner or party secured, and the Association shall maintain such information in books entitled "Unit Owners" and "Secured Parties."

SECTION 10.2. NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a party secured by a Deed of Trust of a unit, report any unpaid assessments due from the Unit Owner of the Unit.

ARTICLE XI MORTGAGES

SECTION 11.1. NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his Mortgagee and shall file a conformed copy of the note and deed of trust with the Board.

SECTION 11.2. NOTICE OF DEFAULT, CASUALTY OR CONDEMNATION. The Board when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit whose name and address has theretofore been furnished to the Board. Each such Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased by the Unit Owners Association under Article VI, of all actions taken under Article VIII and of any taking in condemnation or by eminent domain and actions of the Unit Owners Association.

SECTION 11.3. NOTICE OF AMENDMENT OF DECLARATION OR BY-LAWS. The Board shall give notice to all Mortgagees seven (7) days prior to the date for any meeting at which the Unit Owners, in accordance with the provisions of these By-Laws, may amend the Condominium Instruments.

SECTION 11.4. MORTGAGEES' APPROVAL.

(a) Unless each first mortgagee and Unit Owner give their prior written approval, the Unit Owner's Association is not entitled to:

(1) by act or omission seek to abandon or terminate the Condominium Project;

(2) change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata ownership of each Condominium Unit in the Common Elements;

(3) partition or subdivide any Condominium Unit;

(4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause);

(5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property; and

(6) terminate professional management of the Condominium.

(b) Unless seventy-five percent (75%) of the Unit Owners and first Mortgagees give their prior written approval, the Unit Owners Association is not entitled to add to or amend any material provisions of the Declaration, By-Laws, Plat or Plans which establish, provide for, govern or regulate any of the following:

(1) voting;

(2) assessments, assessment liens or subordination of such liens;

(3) reserves for maintenance, repair or replacement of the Common Areas;

(4) insurance or fidelity bonds;

(5) rights to use the Common Areas;

(6) responsibility for maintenance and repair of the several portions of the project;

(7) boundaries of any Unit;

(8) the interests in the Limited Common Elements;

(9) convertibility of Units into Common Areas or of Common Area into Units;

(10) leasing of Units;

(11) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and

(12) any provisions which are for the express benefit of mortgage holders of first mortgages on Units.

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

A first mortgage holder or Unit Owner who receives a written request to approve additions or amendments who does not deliver or post to the Unit Owner's Association a negative response within thirty (30) days shall be deemed to have given prior written approval to the subject matter of the request.

SECTION 11.5. OTHER RIGHTS OF MORTGAGEES. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat and shall receive the same notice of meetings as is given Unit Owners. All Mortgagees shall have the right to examine the books and records of the Unit Owners Association.

ARTICLE XII COMPLIANCE AND DEFAULT

SECTION 12.1. RELIEF. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board or through the Managing Agent, to the following relief:

(a) **Additional Liability:** Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness of any member of his family, or his employees, agents or licenses, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Unit Owners Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or the Common Elements.

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

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

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit (other than for Common Expenses) which continues for a period in excess of fifteen days, then the amount unpaid shall bear interest at the rate of ten percent per annum from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board, the breach of any By-Laws contained herein or the breach of any provision of the Declaration or the Condominium Act shall give the Board the right, in addition to any other rights set forth in these By-Laws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board 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 such breach.

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

SECTION 12.2. LIEN FOR ASSESSMENTS.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment made pursuant to these By-Laws is hereby declared to be a lien against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than seven (7) days after delivery to the Unit Owner of notice of such special assessment. The Board or the Managing Agent may file or record such other or further document as may be required by the aforesaid Section of the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien.

(b) In any case, where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in timely payment of any installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Board or the Managing Agent.

(c) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by acting in the name of the Board, or the Managing Agent, acting on behalf of the Unit Owners Association. The Plaintiff in such proceeding shall have the right to the appointment of a receiver under the laws of the Commonwealth of Virginia.

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

SECTION 12.3. SUPPLEMENTAL ENFORCEMENT OF THE LIEN. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these By-Laws or the Condominium Act, Unit Owners may be required by the Board to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a deed of trust upon his Unit recorded among the land records of Fairfax County, Virginia, granting into a trustee or trustees appropriate powers to the end that, upon default in the performance of such bond such deed of trust may be foreclosed by such trustee or trustees acting at the direction of the Board. In the event any such bonds have been executed and such deed of trust is recorded, then any subsequent purchaser of a Unit shall take title subject to the obligations therein provided for.

SECTION 12.4. SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of assessment levied pursuant to these By-Laws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of a Mortgagee secured by a deed of trust made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure and then only to the extent a memorandum of lien or judgment lien was not recorded before recordation of deed of trust. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE XIII COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of the Condominium Act, it is hereby agreed and accepted that the Condominium Act will control.

ARTICLE XIV BOOKS AND RECORDS

The Declaration, By-Laws, books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner or Secured Party.

ARTICLE XV ASSOCIATION SEAL

The Association shall have a seal in circular form having within its circumference the words: "Unit Owners Association of Professional Courts, a Condominium".

ARTICLE XVI MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the

date on which the Declaration is filed for record among the land records of Fairfax County, Virginia.

CERTIFICATION OF ADOPTION:

I certify that on April 16, 1997, the above were adopted as the By-Laws of the UNIT OWNERS ASSOCIATION OF PROFESSIONAL COURTS, A CONDOMINIUM by FALLS CHURCH PROFESSIONAL COURT LIMITED PARTNERSHIP, as owner of all Units in the Condominium on that date.

**FALLS CHURCH PROFESSIONAL
COURT LIMITED PARTNERSHIP**

BY: Sharon R. [unclear]

CC&Rs
Professional Courts Condominium

DECLARATION OF PROFESSIONAL COURTS, A CONDOMINIUM

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DECLARATION OF
PROFESSIONAL COURTS, A CONDOMINIUM

THIS DECLARATION, is executed this _____ day of _____, 1987, by FALLS CHURCH PROFESSIONAL COURT LIMITED PARTNERSHIP, hereinafter referred to as "Declarant".

WITNESSETH THAT:

WHEREAS, Virginia Code Sections 55-79.39, et seq. (1986), hereinafter referred to as the "Condominium Act", provides for the creation of condominiums in the Commonwealth of Virginia; and

WHEREAS, it is the desire and intent of the Declarant to submit the hereinafter described property to a condominium as provided by the Condominium Act; and

WHEREAS, Declarant has deemed it desirable to establish a means whereby the Unit Owners, acting together, may manage, maintain and improve the Condominium and to that end has or will caused to be formed the Professional Courts Condominium Association, Inc. hereinafter called the "Unit Owners Association:"

NOW, THEREFORE, the Declarant does hereby make, declare and publish its desire and intent to submit, and does hereby submit and establish a Condominium, in accord with the Condominium Act, to be known as PROFESSIONAL COURTS, A CONDOMINIUM (hereinafter sometimes referred to as the "Condominium"), upon that certain tract or parcel of land located in Fairfax County, Virginia, owned in fee by the Declarant to be henceforth known and described as Professional Courts, a Condominium, and as more particularly shown on a site plat entitled Plat of Lee Boulevard Heights, attached hereto and incorporated herein by reference and marked as Exhibit "A" and as more particularly described by metes and bounds on Exhibit "B" attached hereto and incorporated herein by reference (the "Land"); and, does further hereby submit said Professional Courts, a Condominium to the covenants, conditions and restrictions, as herein provided, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and improvements thereto ("Improvements") and which shall be binding on all parties having or acquiring any right, title or interest in the Condominium or any part thereof and shall inure to the benefit of each owner thereof.

Professional Courts, a Condominium, shall be neither an Expandable Condominium nor a Contractible Condominium.

I. DESCRIPTION OF CONDOMINIUM: Declarant has constructed on the Land twenty-one (21) Units, which shall constitute twenty-one (21) Units as that term is defined in the Condominium Act, which are designated as Units One (1) through twenty-one (21) inclusive, according to an as-built site plat, attached hereto and incorporated herein by reference, and marked as Exhibit "A" ; and in accord with a condominium plat, attached hereto and incorporated herein by reference, and marked as Exhibit "C".

Each Unit shall have as an appurtenance thereto an undivided interest in the Common Elements, as defined herein and in the Condominium Act, which appurtenance may not be separated from the Unit to which it pertains, and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

Each Unit Owner, by acceptance of a deed therefor, agrees that he has had full opportunity to inspect and examine the Unit thus acquired by him and waives any claim or demand which he might otherwise have had against the Declarant or any other person whomsoever as a result of any discrepancy between the Unit as it then exists and as it is described in this Declaration, the exhibits attached hereto, and the architectural plans and specifications.

II. LEGAL INTEREST: Professional Courts, a Condominium consists of the Units specifically designated on Exhibits "A" and "C", attached hereto, and as hereinafter more particularly defined, together with their undivided interest, Common Elements as defined herein and in the Condominium Act. Each Unit, together with its undivided interest in the Common Elements, shall constitute for all purposes real property which may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if it were solely and entirely independent of the other Units in the building or buildings of which they form a part, and the corresponding individual titles and interests shall be recordable.

III. AREA AND CONTENT:

The Units are single story units within three story buildings and contain the gross square footage as shown below:

	<u>Address</u>	<u>Square Footage</u>
Unit 1	6105 A Arlington, Blvd., Falls Church, VA 22044	769
Unit 2	6105 B Arlington, Blvd., Falls Church, VA 22044	769
Unit 3	6109 A Arlington, Blvd., Falls Church, VA 22044	772
Unit 4	6109 B Arlington, Blvd., Falls Church, VA 22044	767
Unit 5	6109 C Arlington, Blvd., Falls Church, VA 22044	760
Unit 6	6107 A Arlington, Blvd., Falls Church, VA 22044	528
Unit 7	6107 B Arlington, Blvd., Falls Church, VA 22044	530
Unit 8	6105 F Arlington, Blvd., Falls Church, VA 22044	687
Unit 9	6105 D Arlington, Blvd., Falls Church, VA 22044	774
Unit 10	6109 D Arlington, Blvd., Falls Church, VA 22044	691
Unit 11	6109 F Arlington, Blvd., Falls Church, VA 22044	688
Unit 12	6109 H Arlington, Blvd., Falls Church, VA 22044	762
Unit 13	6107 D Arlington, Blvd., Falls Church, VA 22044	437
Unit 14	6107 F Arlington, Blvd., Falls Church, VA 22044	528
Unit 15	6105 G Arlington, Blvd., Falls Church, VA 22044	709
Unit 16	6105 E Arlington, Blvd., Falls Church, VA 22044	755
Unit 17	6109 E Arlington, Blvd., Falls Church, VA 22044	713
Unit 18	6109 G Arlington, Blvd., Falls Church, VA 22044	709
Unit 19	6109 J Arlington, Blvd., Falls Church, VA 22044	748
Unit 20	6107 E Arlington, Blvd., Falls Church, VA 22044	449
Unit 21	6107 G Arlington, Blvd., Falls Church, VA 22044	531

IV. UNIT BOUNDARIES AND OTHER INCLUDED IMPROVEMENTS:
The boundaries of each Unit shall be as follows:

A. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

1. **Upper Boundary:** For Units 15, 16, 17, 18, 19, 20 & 21 (top floor) the horizontal plane which includes the top side of the plasterboard, and for Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 (bottom and mid level floors) the horizontal plane at a height of 8 feet 2 inches measured vertically from the lower boundaries (to include the suspended ceiling of Units and drywall ceiling of power room of Units).

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

B. **Vertical (perimetric) Boundaries:** The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the plasterboard drywall of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. In the case where there is no plasterboard, the vertical boundary shall be the innermost surface of the masonry wall extended to its intersection with other vertical boundaries and with upper and lower boundaries of said Unit.

C. The Unit shall include: (1) the front entrance door or any other entrance door to the Unit; (2) all windows and french doors in the Unit; (3) if any chutes, flues, ducts, conduits, wires or pipes are outside of the designated boundaries of a Unit, then any portions thereof serving only that Unit shall be deemed a part of that Unit and not a part of the Common Elements, and any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; (4) except for chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lying wholly or partially within the Unit serving more than one unit (a Common Element) all space, interior partitions; and other fixtures and improvements (including without limitation, sinks, other plumbing facilities, hot water heater, furnace and other appliances) within the boundaries of a Unit shall be deemed apart of that Unit; (5) any apparatus, including but not limited to heat pumps, furnaces, condensers, compressors, air handling equipment, air conditioning equipment, compressor pads, electrical boxes, ducts, pipes, conduits, wires designed to serve a single Unit but located outside the boundaries of that Unit shall be deemed a part of that Unit.

V. **GENERAL COMMON ELEMENTS:** The General Common Elements of the Condominium consist of the Land and the Improvements described in Exhibit "A" and shown on Exhibits "A" and "C" attached hereto, and incorporated herein, exclusive of those portions of the improvements designated as owned as part of a Unit more fully described in Article IV.

VI. **LIMITED COMMON ELEMENTS:** A portion of the Common Elements has been designated as Limited Common Elements as shown on Exhibits "E" and "F" attached hereto and incorporated herein. Any areas designated on Exhibits E and F as an exterior stoop, step and doorstep serving only one Unit and any foyer entrance, interior stairway, balcony, deck, terrace, storage area where the like is not considered owned by any individual Unit owner as part of his Unit but is reserved for the exclusive use of the owner or owners of the Condominium Units to which such area is adjacent and to which such are as is declared to be appurtenant and a Limited Common Element by appropriate designation on Exhibits E and F.

In addition, the following rules govern the Limited Common Elements:

A. Limited Common Element party wall whether currently designated on Exhibit F or automatically created by virtue of the identical ownership of the two adjacent Condominium Units (walls adjacent to Limited Common Element stairways, halls and foyers cannot be a Limited Common Element party wall) shall:

1. Have any structural alteration subject to the prior written consent of the Declarant during the period of time the Declarant owns 25% or greater number of Units and thereafter subject to the prior written consent of the Architectural Control Committee and the Unit Owners above and below the subject wall.

2. Any change in the wall must meet all applicable building code and governmental requirements.

3. Any change in the party wall may not alter any elements contained within that wall which is either directly owned by a Unit or services a Unit or otherwise directly effects a Unit without prior written permission of Declarant during the period of time the Declarant owns 25% or more of the Units and thereafter without prior written consent of effected Unit Owners.

4. Cease to be a Limited Common Element when the identical ownership of adjacent Units ends at which point the Unit Owner so desolving the identical ownership shall be responsible for returning the wall to a proper tenant separation wall in accordance with all applicable building codes and governmental approvals. If this change shall directly affect an element owned by another Unit then prior written approval of that Unit Owner must be obtained.

B. Foyer-stoop and stair Limited Common Areas on Exhibit F designated 6105Y, 6105Z, 6107Y, 6107Z, 6109Y, 6109Z, 6109W, 6109X

1. are bounded by and include:

a. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Limited Common Elements shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

i. Upper Boundary: The horizontal plane which includes the top side of the plasterboard.

ii. Lower Boundary: The horizontal plane of the top (interior) surface of the undecorated floor and in case of stairs the horizontal plane below each tread.

b. Vertical (perimetric) Boundaries: The vertical boundaries of the area shall be the vertical plane which includes the outermost surface of the plasterboard drywall of all walls bounding the Limited Common Element extended to intersections with each other and the upper and lower boundaries or in the case of stairs the vertical plane behind each tread to an intersection with the upper and lower stair boundaries except the bottom tread to intersect with the upper drywall boundary.

c. The Limited Common Element shall include:

i. any exterior entrance door to the Limited
Common Element;

ii. all windows contained therein;

iii. all space, fixtures and improvements within the boundaries of a Limited Common Element shall be deemed a part of that Limited Common Element unless otherwise considered a part of a Unit by Article IV(C).

2. The following space is reserved for the exclusive use of the following Unit Owners:

<u>Limited Common Element</u>	<u>Beneficial Element of Limited Common Element</u>			
6105Y	6105F(Unit 8)	6105G(Unit 15)	6105E(Unit 16)	
6105Z	-----	6105G(Unit 15)	6105E(Unit 16)	
6107Y	6107F(Unit 14)	6107D(Unit 13)	6107G(Unit 21)	6107E(Unit 20)
6107Z	-----	-----	6107G(Unit 21)	6107E(Unit 20)
6109Y	6109F(Unit 11)	6109J(Unit 19)	6109G(Unit 18)	
6109Z	-----	6109J(Unit 19)	6109G(Unit 18)	
6109W	6109D(Unit 10)	6109E(Unit 17)		
6109X	-----	6109E(Unit 17)		

C. Parking Space as Loading Zone:

1. There may be certain designated areas of the parking lot reserved as "loading zones" by the Declarant. A specific loading zone, if so designated, may not be redesignated by the Unit Owners Association without the approval of the Unit Owners immediately adjacent thereto. The Unit Owners Association may in the future designate additional "loading zones" provided, however, that any such designation must have the approval of any Unit Owner immediately adjacent thereto. For purposes of this Article "Units immediately adjacent thereto" shall mean the Unit or Units which front on the "loading zone" as well as the Unit or Units on either side of the Unit fronting on the "loading zones."

D. Parking Spaces Redesignated as Limited Common Elements:

1. Any redesignation of parking spaces currently designated as Common Elements which may be assigned as Limited Common Elements must be made in accordance with the plan of assigned parking as shown in Exhibit G. unless another plan is substituted by prior written consent of the Declarant, or after Declarant owns 25% or fewer of the Units, upon the approval of 80% of the total vote of Unit Owners.

2. The Declarant reserves the right to specifically assign any of the parking spaces as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element parking spaces pursuant to the provisions of Section 55-79.57(c) of the Condominium Act by making such an assignment in the Deed to the Unit to which such Limited Common Element parking space shall be appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the plats and plans.

3. The Unit Owners may assign parking spaces in accordance with the plan described in Article VI(D)(1) by a majority of Unit Owner votes.

E. The Unit Owners Association shall make such rules and regulations as it deems necessary for the usage and control of the Limited Common Elements other than Limited Common Area party walls already established and in use. Once such a party wall reverts to a non-limited Common Element pursuant to Article VI(A), then this provision shall govern.

VII. COMMON ELEMENTS OWNERSHIP:

A. Ownership of the Common Elements as described herein shall be by the Unit Owners as tenants in common. An undivided interest in and to the Common Elements at any particular time shall be allocated as set forth herein. Each Unit and the Unit Owners Association of Professional Courts, a Condominium may use the Common Elements for the purposes for which they are intended, and in accordance with such reasonable rules and regulations as Declarant or Unit Owner Association shall promulgate but no such use shall enter or encroach upon the lawful rights of the other Unit Owners. Wherever reference is made in this Article to Common Elements, it shall also include Limited Common Elements.

B. Their percentage of undivided interest in the Common Elements appurtenant to each Unit is allocated as stated below:

Unit No.	Unit Area	Percentage of Ownership of Common Elements (including Limited Common Elements)	Number of Ownership Votes
6105A Unit 1		5.26	6
6105B Unit 2		5.26	6
6109A Unit 3		5.26	6
6109B Unit 4		5.26	6
6109C Unit 5		5.26	6
6107A Unit 6		3.52	4
6107B Unit 7		3.52	4
6105F Unit 8		5.26	6
6105D Unit 9		5.26	6

6109D Unit 10	5.26	6
6109F Unit 11	5.26	6
6109H Unit 12	5.26	6
6107D Unit 13	3.51	4
6107F Unit 14	3.52	4
6105G Unit 15	5.26	6
6105E Unit 16	5.26	6
6109E Unit 17	5.26	6
6109G Unit 18	5.26	6
6109J Unit 19	5.26	6
6107E Unit 20	3.51	4
6107G Unit 21	<u>3.52</u> 100%	<u>4</u> 114

C. The use of the Common Elements shall be limited to Unit Owners in residence, to their tenants in residence, and to their guests and invitees. The use of the Common Elements shall be governed by the By-Laws and rules and regulations adopted by the Association.

D. The Common Elements shall remain undivided and no Unit Owner may bring any action for partition or division of these Common Elements.

VIII. ADMINISTRATION: The administration of the Condominium shall be conducted in accordance with the provisions of this Declaration, the By-Laws of the Association, the Articles of Incorporation of the Association, attached hereto as Exhibit "H", and such rules and regulations as the Association shall adopt.

NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS DECLARATION OR THE BY-LAWS OR OTHER DOCUMENTS TO THE CONTRARY, THE DECLARANT, ITS SUCCESSORS OR ASSIGNS, OR DULY

AUTHORIZED AGENT OR REPRESENTATIVE SHALL HAVE THE POWER TO APPOINT AND REMOVE ALL OFFICERS OF THE ASSOCIATION, AND THE BOARD OF DIRECTORS, AND TO EXERCISE ALL POWERS AND RESPONSIBILITIES OTHERWISE ASSIGNED TO THE ASSOCIATION AND ITS BOARD OF DIRECTORS FOR FIVE (5) YEARS FROM DATE HEREOF, OR UNTIL THE EARLIER CONVEYANCE TO UNIT OWNERS OTHER THAN THE DECLARANT OF UNITS SUBJECT TO THIS DECLARATION TO WHICH SEVENTY-FIVE PERCENT (75%) OF THE UNDIVIDED INTERESTS IN THE UNITS.

IX. GOVERNING DOCUMENTS: All Unit Owners and their tenants, guests and invitees, shall comply with all of the provisions of this Declaration, the By-Laws, Articles of Incorporation, and the rules, regulations, decisions and resolutions of the Association, as each may be properly amended from time to time. Failure to comply with such provisions, By-Laws, rules, regulations, decisions or resolutions shall be grounds for an action to recover damages or for injunctive relief. All leases to Units in the Condominium must be in writing and shall expressly be subject to the provisions of this Declaration.

X. EASEMENTS AND RESERVED RIGHTS:

A. **Enjoyment of General Common Elements.** Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to make reasonable rules, regulations and restrictions governing the use of the General Common Elements, and (b) the right of the Association to suspend the voting rights of a Unit Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations or By-Laws. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the General Common Elements to his tenant who occupies his Unit.

B. **Encroachments and Support.** Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the Owners of the Units so affected agree that minor encroachments of parts of the adjacent Units or Common Elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of another Unit shall be burdened with an easement of lateral and subjacent support for the benefit of such Unit.

C. **Utilities, etc.** There is hereby granted a blanket easement upon, across, over and under all of the Units and Common Elements for ingress, egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewer, telephone, gas and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to install and maintain the lines and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. There is further granted an easement for ingress, egress, replacement, repair and maintenance to those Unit Owners whose Units are served by conduits, pipes, wires, ducts, etc. (collectively "conduits") which pass through an adjacent Unit. It shall be expressly permissible for said Unit Owner or his designees to enter into any adjacent Unit containing

the conduits serving his Unit for purposes of replacement, repair and maintenance of said conduits. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on or in the Condominium except as initially programmed and approved by the Declarant, or thereafter approved by the Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant or Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Condominium.

D. Other.

1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Condominium in the exercise of the functions provided by this Declaration, By-Laws and Rules of the Association, in the event of emergencies, and in the performance of governmental functions.

2. The rights accompanying the easements provided by this Article shall be exercised only during reasonable hours and then whenever practicable only after advance notice to, and with permission of, the Unit Owner or tenant directly affected thereby except when an emergency situation or a governmental function arises in which case advance notice, permission or reasonable laws need not be enforced.

3. The Declarant, its successors or assigns, and its duly authorized agents and employees, shall have a right of ingress and egress over the Common Elements, Limited Common Elements and Condominium Units as required for completion of the construction, maintenance, repair, marketing, sales, inspection, rehabilitation, restoration and management of the Condominium. Additionally, there is reserved to the Declarant or his successors or assigns an easement in the Common Areas for the purpose of storage of building supplies and materials and equipment reasonably necessary for purposes set forth in the preceding sentence. Notwithstanding the foregoing, the Declarant, his successors or assigns, and its duly authorized agents and employees shall not have the right of ingress or egress within Condominium Units not owned by Declarant solely for the purpose of marketing or sales.

4. The Declarant, its successors or assigns, and its duly authorized agents, representatives and employees may maintain sales offices and model units within the Condominium, so long as no more than two (2) Units are so utilized as sales offices or model units at any one time. Declarant shall have the right to change those units so utilized as sales offices and model units as development and sales within the Condominium shall progress. Declarant shall also have the right to place advertising and informational signs anywhere within the Condominium, to utilize parking and common elements for prospective purchasers and sales, and to conduct sales and development activities. Whenever possible, Declarant shall take reasonable steps to assure that sales and development activities do not interfere with the utilization of Common Elements by other Unit Owners.

XI. RESTRICTIVE COVENANTS: Each Unit and the Common Elements shall be occupied and used as follows:

A. Nothing shall be done or kept in any Unit or in the Common Elements which may become a danger, nuisance or annoyance to other Unit Owners and will increase the rate of insurance for the Condominium without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements, except property deposited in the dumpster(s) for that purpose.

B. No immoral, improper, noxious, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations or requirements of any governmental agency having jurisdiction thereof relation to any portion of the Condominium shall be complied with, by and at the sole expense of the Unit Owner or the Unit Owners Association, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the latter, then the cost of such compliance shall be a Common Expense. Owners and occupants of the Condominium shall exercise care not to disturb other occupants in the reasonable use of their Units.

C. No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements (except in those areas, if any, designated for such storage by the Board) without the approval of the Board. Vehicular parking upon the Common Elements may be regulated or assigned by the Board. All garbage and trash must be deposited in regularly maintained receptacles. If receptacles are provided by the Association for collection of trash and garbage, such receptacles must be used.

D. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. No Unit may be utilized for residential purpose.

E. A Unit Owner shall have the absolute right to lease his Unit, provided that the lease is made subject to the provisions of the Condominium Instruments and the Rules and Regulations.

F. No animal shall be kept or maintained in any Unit without the prior written consent of the Board.

G. No Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, or other machine, device or permanent improvement upon any Unit or Common Element in such a fashion that it protrudes from or through any roof, wall, window or door without the prior written consent of the Board. No external alteration or addition to a Unit or appurtenance shall be made without prior consent of Declarant or the Boards. This restriction does not apply to any alteration or addition made by Declarant, his successors, or assigns.

No Unit Owner shall paint the exterior of any Unit without the prior written consent of the Board.

H. Except for such signs as may be posted by the Declarant for promotional or marketing purposes and traffic control, no signs, posters or advertisements of any character shall be erected, posted or displayed upon, in, from or about any Unit or window or door thereof or Common Element, however, a Unit Owner shall be allowed to place a "For Sale," "For Lease," or "For Rent" sign in said Unit window so long as said sign is no larger than one foot by two feet.

I. None of the Units or the Common Area may be utilized for the following: veterinary hospitals, any type of telephone marketing or telephone survey business, or for any residential purpose.

J. None of the Units or Common Areas may be utilized by an occupation that is not allowed under Fairfax County zoning for the Condominium nor by an occupation that is otherwise allowed under the Condominium's zoning but causes in itself a reevaluation of the parking requirements such as required of medical doctors.

K. Draperies, curtains, venetian blinds or shutters may be installed by each Unit Owner on the windows. The exterior surface (i.e., surface visible from the outside of the Unit) of all window coverings must be white or off-white in color.

L. The maintenance of the exterior of the doors and trim to all Units shall be the sole responsibility of the Unit Owners Association and no Unit Owner may alter or change the color or type of door or trim or finish on said door or trim.

1. Notwithstanding anything to the contrary contained hereinabove, each Unit Owner shall have the right to install a sign on the exterior surface of their Condominium Unit entrance door. Such sign shall advertise the trade name of the Unit Owner or the occupant of the Unit. However, any such sign must be approved in advance, in writing, by the Architectural Control Committee, and the Board, as provided hereinabove in this Article XI. The care, maintenance and repair of any sign shall be the sole responsibility of the Unit Owner or occupant who erects the sign and all such signs shall be kept in good order, repair and appearance.

2. Notwithstanding anything to the contrary contained herein, all signs, whether for individual Units or for the Condominium as a whole, shall in all respects comply with the applicable municipal zoning and sign ordinances and any other restrictions placed thereon by the municipality, whether by ordinance or as a part of the zoning process whereby this Condominium was approved; specifically, any attached signs for the townhouse offices shall be located on the fronts of the buildings, uniform in size, and limited to one (1) square foot with all colors in subdued hues compatible with the architectural treatment of the offices.

M. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration or the Exhibits hereto, or hereafter imposed by an amendment thereto. Failure by the Association or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and this invalidation of one or more of the restrictions, conditions, covenants, or reservations herein shall not affect the right to enforce the remaining restrictions.

N. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended from time to time by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

O. No Unit Owner shall bring onto the premises, or allow to be brought onto the premises, any vehicle whose gross weight exceeds 80,000 pounds.

P. The Unit Owners, in addition to the restrictive covenants stated above, agree to be bound by any restrictive covenants that are attached to the underlying property.

XII. MANAGEMENT:

A. **Establishment of Assessments.** The Association shall establish and collect from the Unit Owners monthly assessments to provide for the maintenance of Common Elements and payment of other common expenses, which will include the cost of water and sewer service to the Condominium and the Units until such time as separate meters shall be installed for individual Units, as provided in the By-Laws.

B. **Secured Parties.** The Association shall maintain a file of parties secured by first deeds of trust or first mortgages on Units within the Condominium ("Secured Parties"). Secured Parties shall also include any governmental agency or private entity that has insured or acquired an interest in such a first deed of trust. This file shall include the name of the borrower, name and address of the Secured Party, legal description of the Unit securing the obligation and recording information concerning the instrument of encumbrance.

The Association shall provide to all Secured Parties:

1. Written notification thirty (30) days prior to the effective date of:
 - (a) Any change in the Declaration and By-Laws; or
 - (b) Any change in the manager of the Condominium.
2. If requested, written notification of any default in payment of assessments, fees or charges due by the Unit Owner of a Unit which is the security for the indebtedness due the Secured Party, which is not cured within thirty (30) days from its due date.
3. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Secured Party on a Unit will be given timely notice of any such procedure or proposed acquisition.
4. If requested, written notice, with right to attend, of all meetings of the Association.

A Secured Party which comes into possession of a Unit by foreclosure of a first mortgage or first deed of trust or sale or transfer in lieu of such foreclosure shall take the property free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro rata reallocation of such assessments or charges to all Units, including the foreclosed Unit.

Unless all Secured Parties have given their prior written approval, the Association shall not, except as provided in this Declaration:

1. Change the percentage of an undivided interest of each Unit Owner in and to the Common Elements;

2. Partition or subdivide any Unit or the Common Elements of the project or annex additional lands; nor

3. By act or omission seek to abandon the condominium status of the Condominium.

Failure by a Unit Owner to cure a default in dues, fees, or other payments due to the Association within sixty (60) days of written notice of such deficiency shall, in addition to any and all other rights and remedies, allow the Secured Party, at its option, to accelerate the payment of the indebtedness secured on the Unit.

C. **Violation.** Upon a violation by the Association of any of the provisions of this Declaration or the By-Laws, a Secured Party may give written notice of such violation to the Association by certified mail. If the violation is not corrected to the satisfaction of the Secured Party within fifteen (15) days after the date such notice is mailed or within such additional period of time as is set forth in the notice, the Secured Party, may, without further notice, declare a default under this Declaration and may apply to any court, state or federal, for specific performance, injunctive relief, or damages arising from the violation of the Declaration, and may seek such other relief as may be appropriate.

XIII. **PRIORITY OF MORTGAGES:** Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner or to any other person any priority over any rights of a Mortgagee of such Condominium Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Areas.

XIX. UNIT OWNERS ASSOCIATION

A. Attached hereto as Exhibit H are the By-Laws of the Unit Owners Association, which instrument constitutes part of the Condominium Instruments.

B. The Board shall constitute the "executive organ" (as defined in the Condominium Act) of the Unit Owners Association.

C. All Unit Owners shall be members of the Unit Owners Association during the period of their ownership of a Unit and shall have the voting interest set forth in this Declaration and the By-Laws of said Association subject to modification as set forth in the By-Laws.

D. The establishment, collection and liability for Common Expenses shall be as set forth in the Declaration and By-Laws.

E. Each Unit Owner, with the exception of Declarant, shall at the initial purchase (settlement) of his Unit, contribute to the Unit Owners Association for working capital thereof an amount equal to two (2) months Association Dues. The Board of the Unit Owners Association shall have the discretion to utilize these funds in any manner consistent with their responsibility to the Condominium.

F. The Unit Owners Association shall perpetually maintain the storm water management system and all other improvements and facilities located on the Common Elements.

G. The Unit Owners Association shall maintain the landscaping of the Condominium in substantial conformance with the Landscape Plan prepared by Greenhome & O'Mara and dated December 2, 1986, a copy of which is attached hereto as Exhibit I.

XV. **TERMINATION.** The Condominium shall be terminated and the property removed from the provisions of the Condominium Act in the following manner:

A. **Agreement.** Upon recordation among the land records of Fairfax County, Virginia, of an instrument duly executed and acknowledged by the appropriate officers of the Association evidencing the approval of at least seventy-five percent (75%) of the Unit Owners, and the written consent of all Secured Parties and the holders of any other liens affecting any of the Units or Common Elements of the Condominium.

B. **Condemnation.** In the event one-half of the Units, or any part or parts thereof, shall be taken by any authority having the power of eminent domain and it is determined in the manner provided in Article XV, Article A, hereof, to terminate the Condominium, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Association among the aforesaid land records evidencing the determination, and certifying the facts effecting the termination.

C. **Ownership after Termination.** In the event of the termination of the Condominium established hereby, (1) the property shall be deemed to be owned in common by the Unit Owners; (2) the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements; (3) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Unit Owner in the property; and (4) the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, should partition in kind be determined impractical, shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund which, after paying all expenses of the Insurance Trustee, shall be divided among all of the Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Owner.

XVI. MISCELLANEOUS:

A. **Amendments.** This Declaration may be amended solely by the Declarant so long as there is no Unit Owner other than the Declarant. Except as otherwise provided herein (including specifically but without limitation Articles V and VI), this Declaration may be amended only in accordance with Section 55-79.72 of the Condominium Act; provided, however, that this Declaration may not be amended without the consent of Declarant until the expiration of the maximum period of Declarant control as specified in Section 55-79.74 of the Condominium Act so long as Declarant is the Unit Owner of Units representing 25% or more of the Units.

B. **Invalidation.** Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions hereof, which other provisions shall remain in full force and effect.

C. **Binding Effect.** The provisions hereof shall be binding upon, and inure to the benefit of Declarant and the Unit Owners and their respective heirs, legal representatives, successors and assigns.

D. **Gender.** All pronouns shall be construed to be of such number and gender as the context may require. All headings are used for convenience or reference only and shall not be construed so as to affect the construction of this instrument.

WITNESS the following signature and seal:

FALLS CHURCH PROFESSIONAL COURT, a Virginia limited partnership

By: RODERICK GUTHRIE BUILDERS, INC., a Virginia Corporation

By: *Roderick Guthrie, President*

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that *Charles R. Guthrie* whose name as * _____ of Falls Church Professional Court, a Virginia Limited Partnership is hereby signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this *16th* day of *April*, 1987. * Pres. of Roderick Guthrie Builders, Inc., General Partner

My Commission Expires: July 31, 1990

Judge G. L...
Notary Public

Insurance Dec Page
Professional Courts Condominium



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive
Atlanta GA 30346-2117

Named Insured

AT2 M-07-9B3E-FB6E F U

001664 3125
PROFESSIONAL COURTS, A
CONDOMINIUM
897 HERNDON PKWY STE 100
HERNDON VA 20170-4893



RENEWAL DECLARATIONS

Policy Number 96-61-0567-0

Policy Period	Effective Date	Expiration Date
12 Months	MAY 15 2016	MAY 15 2017

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
MARK HENNESSY
6134N ARLINGTON BLVD
FALLS CHURCH VA 22044-2901

PHONE: (703) 532-1600
(703) 534-1011

0110-ST-1-1001

Business Condominium Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 7,564.00

Discounts Applied:
Renewal Year
Years in Business
Claim Record

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
 Policy Number 96-61-0567-0

SECTION I - PROPERTY BLANKET

Coverage A - Buildings
 Coverage B - Business Personal Property

Limit of Insurance*
 \$ 2,761,400
 No Coverage

Location Number	Location of Described Premises
001	6105-A ARLINGTON BLVD FALLS CHURCH VA 22044-2949
002	6105-G ARLINGTON BLVD FALLS CHURCH VA 22044-2951
003	6107-A ARLINGTON BLVD FALLS CHURCH VA 22044-2952
004	6107-G ARLINGTON BLVD FALLS CHURCH VA 22044-2957
005	6109-A ARLINGTON BLVD FALLS CHURCH VA 22044-2958
006	6109-G ARLINGTON BLVD FALLS CHURCH VA 22044-2962
007	6109-J ARLINGTON BLVD FALLS CHURCH VA 22044-2964

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
Policy Number 96-61-0567-0



0210-ST-1-1001

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 194.7
Cov B - Consumer Price Index: N/A

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities \$250 Employee Dishonesty \$250
Equipment Breakdown \$500

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	See Schedule
Off Premises	See Schedule
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
Policy Number 96-61-0567-0

Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	See Schedule
Money And Securities (On Premises)	See Schedule
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	See Schedule
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Valuable Papers And Records On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
Policy Number 96-61-0567-0

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business	\$2,500
	Personal Property)	
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0002	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business	\$2,500
	Personal Property)	
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0003	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business	\$2,500
	Personal Property)	
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0004	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business	\$2,500
	Personal Property)	

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0310-ST-1-1001

RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
Policy Number 96-61-0567-0

	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0005	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0006	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
0007	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Signs	\$2,500
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Employee Dishonesty	\$25,000

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
 Policy Number 96-61-0567-0

Loss Of Income And Extra Expense

Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers - Property Manager Liability	\$1,000,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4246.1	*Amendatory Endorsement
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4872	Directors & Officers Liability
CMP-4735	Building Ordinance or Law Covg
CMP-4818	Directors & Officers- Prop Mgr

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for PROFESSIONAL COURTS, A
 Policy Number 96-61-0567-0

CMP-4426 Business Condo Association
 CMP-4746 Hired Auto Liability
 CMP-4710 Employee Dishonesty
 CMP-4709 Money and Securities
 CMP-4705 Loss of Income & Extra Expnse
 CMP-4648 Fire Department Service Charge
 FD-6007 Inland Marine Attach Dec
 * New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Mortgagee
Endorsement #: N/A
Loan Number: 2885689

ACCESS NATIONAL BANK
 ITS SUCC AND/OR ASSIGNS ATIMA
 1800 ROBERT FULTON DR
 RESTON VA 20191-5463

Interest Type: 2nd Mortgagee
Endorsement #: N/A
Loan Number: 96610537

SUNTRUST BANK
 COMMERCIAL CREDIT SERVICE CTR
 PO BOX 4418
 ATLANTA GA 30302-4418

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
 Secretary

Michael F. Lippert
 President

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