

Received

DATE: 7-8-19

JUL 11 2019 1:14pm

The Hon. Laurie DiRocco  
Mayor of the Town of Vienna  
127 Center Street South  
Vienna, Virginia 22180

Town Clerk

Re: Protest Petition Against Proposed Change

The undersigned hereby protest against any change in the zoning of the property located at 374-380 Maple Avenue West, pursuant to the provisions of §18-248 of the Town of Vienna Zoning Ordinance.

The signatory below is the owner or authorized agent of the owner of lot(s) abutting the lot included within the area that may be subject to the proposed change, or lot(s) directly opposite that property, where such area abuts upon a street at the aforementioned address that was rezoned on June 17, 2019, bearing Parcel Identification Number 0383 02 0147

Steve Bilidas SB  
Name

owner  
Title

Address: 377 Maple Ave

Parcel Number: 0383 02 0089

COMMONWEALTH OF VIRGINIA

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Bilidas, an owner or authorized agent whose name is signed to the foregoing, appeared before me this day, and acknowledged that the foregoing is his true act and deed and that the statements contained herein are true and correct.

Myra J Page  
Notary Public

My Registration Number: 338679

My Commission expires: 06/30/23



Received

DATE: 7/8/19.

JUL 11 2019 1:14 pm


The Hon. Laurie DiRocco  
Mayor of the Town of Vienna  
127 Center Street South  
Vienna, Virginia 22180

Town Clerk

Re: Protest Petition Against Proposed Change

The undersigned hereby protest against any change in the zoning of the property located at 374-380 Maple Avenue West, pursuant to the provisions of §18-248 of the Town of Vienna Zoning Ordinance.

The signatory below is the owner or authorized agent of the owner of lot(s) abutting the lot included within the area that may be subject to the proposed change, or lot(s) directly opposite that property, where such area abuts upon a street at the aforementioned address that was rezoned on June 17, 2019, bearing Parcel Identification Number 0383 02 0147

CHRISTOPHER E. BONACCI 

Name

PRESIDENT.

Title

Address: 361 MAPLE AVE WEST #200 VIENNA VA 22180

Parcel Number: 0383020090

COMMONWEALTH OF VIRGINIA

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Christopher Bonacci, an owner or authorized agent whose name is signed to the foregoing, appeared before me this day, and acknowledged that the foregoing is his true act and deed and that the statements contained herein are true and correct.

Myra J Pagano  
Notary Public

My Registration Number: 338679

My Commission expires: 06/30/23



Received

DATE: 7-11-19

JUL 11 2019

1:14 PM  
MPJ

The Hon. Laurie DiRocco  
Mayor of the Town of Vienna  
127 Center Street South  
Vienna, Virginia 22180

Town Clerk

Re: Protest Petition Against Proposed Change Regarding PF-58-18-MAC

The undersigned hereby protests against any change in the zoning of the property located at 374-380 Maple Avenue West, bearing Parcel Identification Number 0383 02 0147, including, but not limited to, any repeal of the rezoning approved by the Town Council on June 17, 2019. This protest is submitted pursuant to the provisions of §18-248 of the Town of Vienna Zoning Ordinance.

This protest is made by and on behalf of the 360-370 Association of Unit Owners, owners of the 360-370 Condominium Office Complex, the condominium lot(s) abutting the lot included within the area that may be subject to the proposed change.

Attached hereto is an affidavit attesting to the authority of the undersigned to act on behalf of the aforesaid owners, and documentation demonstrating that the signatory is the authorized representative of the Association of Unit Owner, who are the Owners of the properties constituting the 360-370 Condominium Office Complex.

360-370 Condominium Office Complex

Dr. Anthony Avedisian  
Name

President 360/370 Assoc  
Title

Dr. A. Anthony Avedisian

Dr. A. Anthony Avedisian

COMMONWEALTH OF VIRGINIA

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Anthony Avedisian, the authorized agent whose name is signed to the foregoing, appeared before me this day, and acknowledged that the foregoing is his true act and deed and that the statements contained herein are true and correct.

Myra J Pagano  
Notary Public

My Registration Number: 338679

My Commission expires: 06/30/23





Received

DATE: 7-11-19

JUL 11 2019 1:14 PM MR

AFFIDAVIT

Town Clerk

The undersigned hereby affirms that I am the President of the 360-370 Association of Unit Owners, Inc., and the agent of the 360-370 Condominium Office Complex, located at 360-370 Maple Avenue West, Vienna, Virginia, and that I am duly authorized by the Owners to file a protest petition against any change in the zoning of the Property located at 374-380 Maple Avenue West, bearing Parcel Identification Number 0383 02 0147, including but not limited to a repeal of the rezoning of that Property on June 17, 2019. This is submitted pursuant to the provisions of §18-248 of the Town of Vienna Zoning Ordinance.

360-370 Condominium Office Complex

By: Dr. Anthony Avedisian

Dr. A. Anthony Avedisian

Address: 360 MAPLE AVE WEST  
Suite A, B

COMMONWEALTH OF VIRGINIA

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Anthony Avedisian, President of the 360-370 Association of Unit Owners, Inc., whose name is signed to the foregoing, appeared before me this day, and acknowledged that the foregoing is his true act and deed and that the statements contained herein are true and correct.

Myra J Pagano  
Notary Public

My Registration Number: 338679

My Commission expires: 06/30/23



**2019 ANNUAL REPORT  
COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

PROPERTY ID:

360-370

DATE:

6/13/19



1. CORPORATION NAME  
360-370 ASSOCIATION OF UNIT OWNERS, INC.

DUE DATE: 7/31/2019

CORPORATE ID.: 0186300-0

2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFICER.

KAY BRADFORD  
9622 COUNSELLOR DR NW  
VIENNA VA 22181

5. TOTAL NUMBER OF AUTHORIZED SHARES:

3. CITY OR COUNTY OF VA REGISTERED OFFICE:  
303 - FAIRFAX CITY (FILED IN FAIRFAX COUNTY)

4. STATE OR COUNTRY OF INCORPORATION:  
VA - VIRGINIA

Changes to items 1 through 5 above cannot be accomplished on this annual report form and will require a separate filing(s). Carefully read the enclosed instruction sheet. Visit our website at [scc.virginia.gov/clk/formfee.aspx](http://scc.virginia.gov/clk/formfee.aspx) or contact the Clerk's Office. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input checked="" type="checkbox"/> Mark this box if address shown below is correct	If address is blank or incorrect, add or correct below.
ADDRESS: <b>360 MAPLE AVE WEST SUITE D</b>	ADDRESS:
CITY/ST/ZIP: <b>VIENNA VA 22180</b>	CITY/ST/ZIP:

7. DIRECTORS AND PRINCIPAL OFFICERS: All directors and principal officers must be listed.  
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: <b>ANTHONY AVEDISIAN</b>	NAME:
TITLE: <b>PRESIDENT</b>	TITLE:
ADDRESS: <b>360 MAPLE AVE W. #B</b>	ADDRESS:
CITY/ST/ZIP: <b>VIENNA VA 22180</b>	CITY/ST/ZIP:

I AFFIRM THAT THE INFORMATION CONTAINED IN THIS REPORT IS ACCURATE AND COMPLETE AS OF THE DATE BELOW.

SIGNATURE OF DIRECTOR/OFFICER  
LISTED IN THIS REPORT

**Dr. Anthony Avedisian**  
PRINTED NAME AND TITLE  
**6-18-19**  
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.



2019 ANNUAL REPORT CONTINUED

CORPORATE NAME:  
360-370 ASSOCIATION OF UNIT OWNERS, INC.

DUE DATE: 7/31/2019  
SCC ID NO.: 0186300-0

7. DIRECTORS AND PRINCIPAL OFFICERS (continued):

All directors and principal officers must be listed.  
An individual may be designated as both a director and an officer.

<p>Mark appropriate box unless area below is blank:  <input checked="" type="checkbox"/> Information is correct                   <input type="checkbox"/> Information is incorrect                   <input type="checkbox"/> Delete Information</p>	<p>If information at lower left is incorrect or blank, please mark appropriate box and enter information below:                   <input type="checkbox"/> Correction                   <input type="checkbox"/> Addition                   <input type="checkbox"/> Replacement</p>
<p style="text-align: right;">OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/></p> <p>NAME: <b>DAVID FARRELL</b></p> <p>TITLE: <b>VICE PRESIDENT</b></p> <p>ADDRESS: <b>360 MAPLE AVE W. #D</b></p> <p>CITY/ST/ZIP: <b>VIENNA VA 22180</b></p>	<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>
<p>Mark appropriate box unless area below is blank:  <input type="checkbox"/> Information is correct                   <input type="checkbox"/> Information is incorrect                   <input type="checkbox"/> Delete Information</p>	<p>If information at lower left is incorrect or blank, please mark appropriate box and enter information below:                   <input type="checkbox"/> Correction                   <input type="checkbox"/> Addition                   <input type="checkbox"/> Replacement</p>
<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>	<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>
<p>Mark appropriate box unless area below is blank:  <input type="checkbox"/> Information is correct                   <input type="checkbox"/> Information is incorrect                   <input type="checkbox"/> Delete Information</p>	<p>If information at lower left is incorrect or blank, please mark appropriate box and enter information below:                   <input type="checkbox"/> Correction                   <input type="checkbox"/> Addition                   <input type="checkbox"/> Replacement</p>
<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>	<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>
<p>Mark appropriate box unless area below is blank:  <input type="checkbox"/> Information is correct                   <input type="checkbox"/> Information is incorrect                   <input type="checkbox"/> Delete Information</p>	<p>If information at lower left is incorrect or blank, please mark appropriate box and enter information below:                   <input type="checkbox"/> Correction                   <input type="checkbox"/> Addition                   <input type="checkbox"/> Replacement</p>
<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>	<p style="text-align: right;">OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/></p> <p>NAME:</p> <p>TITLE:</p> <p>ADDRESS:</p> <p>CITY/ST/ZIP:</p>



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

June 25, 2019

ANTHONY AVEDISIAN  
360 MAPLE AVE W #13  
VIENNA, VA 22180

RECEIPT

RE: 360-370 ASSOCIATION OF UNIT OWNERS, INC.

ID: 0186300 - 0

DCN: 19-06-25-0622

Dear Customer:

This is your acknowledgement for filing a statement of change of registered office / registered agent (SCC635/834) with this office.

The effective date of the change is June 25, 2019.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

RECEIPT  
RAC  
CISBJB1



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

PROPERTY ID:

360-370

DATE:

6/13/19

STATEMENT OF CHANGE OF REGISTERED  
OFFICE AND/OR REGISTERED AGENT

SCC635/834  
(04/16)

This form can be completed and filed online at [www.sccfile.scc.virginia.gov](http://www.sccfile.scc.virginia.gov).

REVIEW THE INSTRUCTIONS BEFORE SUBMITTING THIS FORM.

Corporation's Name: 360-370 ASSOCIATION OF UNIT OWNERS, INC.

SCC ID No.: 0186300 - 0

Section A	Current Information	Revised Information
Registered Agent Name:	KAY BRADFORD	Anthony Avedisian
Qualification:	OFFICER	(Use Section B to provide or change qualification information.)
Registered Office Address:	9622 COUNSELLOR DR NW VIENNA, VA 22181	(Provide a complete address when a change is being made.) 360 Maple Ave W. # B Vienna VA 22180
Locality:	FAIRFAX CITY (FILED IN FAIRFAX COUNTY)	<input checked="" type="checkbox"/> County or <input type="checkbox"/> City of <u>Fairfax</u>

Section B must be completed (i) for a new registered agent or (ii) to change the qualification of the current registered agent.

Section B	The registered agent, whose business office address is identical with the registered office, is:	
(1) <input checked="" type="checkbox"/> an individual who is a resident of Virginia <b>and</b> <input checked="" type="checkbox"/> an officer of the corporation whose title is <u>President</u> (e.g., president, secretary, treasurer) <input checked="" type="checkbox"/> a director of the corporation. <input type="checkbox"/> a member of the Virginia State Bar.	<b>OR</b>	(2) <input type="checkbox"/> a Virginia or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

Section C	IMPORTANT: See Instructions for who is authorized to sign this statement and for acceptable titles.	
The person signing this statement affirms that after the foregoing change or changes are made, the corporation will be in compliance with the requirements of § 13.1-634 or § 13.1-833 of the Code of Virginia, as the case may be.	Signed on behalf of the corporation by: <u>DR. Anthony Avedisian</u> (signature) (date) <u>6-13-19</u>	The following box must be checked when this form is signed by the current <b>registered agent</b> . See the Instructions for additional information.  <input type="checkbox"/> By checking this box, the registered agent affirms that a copy of this statement has been or will be mailed to the Company's principal office address on or before the business day following the day on which this statement is filed with the Commission.
	<u>DR. Anthony Avedisian</u> (printed name)	
	<u>President</u> (title (e.g., president or chairman)) (See Instructions)	
	<u>703 346-0040</u> (telephone number (optional))	

Personal Information, such as a social security number, should NOT be included in a business entity document submitted to the Office of the Clerk for filing with the Commission. For more information, see Notice Regarding Personal Identifiable Information at [www.scc.virginia.gov/clk](http://www.scc.virginia.gov/clk).



EXHIBIT "D"

BY-LAWS OF 360-370 ASSOCIATION  
OF  
UNIT OWNERS, INC.

ARTICLE I

Introductory Provisions

Section 1. Definitions. Unless clearly repugnant to the context, the following terms, whenever used in these By-Laws, shall be given the following meanings:

(a) "Declaration" means the declaration of a condominium to be known as 360-370 Condominium Office Complex dated the 30TH day of MAY, 1978, recorded among the land records of Fairfax County, Virginia, as amended from time to time.

(b) "Declarant" means 301 Plaza, Inc., a Virginia corporation.

(c) "Condominium" means all of the land, buildings and other property with respect to which a condominium shall exist from time to time pursuant to the Declaration.

(d) "Common elements" means and includes the parts of the condominium designated in the Declaration as common elements.

(e) "Limited common elements" means and includes the parts of the condominium designated in the Declaration as limited common elements.

(f) "Condominium unit" means an office unit in the condominium, within the meaning of the Condominium Act, as designated and described in the Declaration.

(g) "Common interest" means the percentage of undivided interest in the common elements appertaining to each condominium unit, as expressed in the Declaration. There shall be appurtenant to each undivided interest in a condominium unit, expressed as a fraction or percentage thereof, an equivalent fraction or percentage of the common interest appurtenant to such condominium unit. Any specified percentage of the common interests means such percentage of all undivided interests in the common elements, in the

aggregate. Any reference to the common interests of a unit owner or unit owners means the percentage of the common interests appertaining to the condominium units and undivided interests in condominium units of such unit owner or unit owners.

(h) "Common expenses" means and includes the expenses defined in Section 1 of Article VI.

(i) "Condominium unit expenses" means and includes the expenses defined in Section 2 of Article VI.

(j) "Association" means the 360-370 Association of Unit Owners, Inc., which shall include all unit owners of the condominium units acting as a group in accordance with these By-Laws and the Declaration.

(k) "Unit Owner" means a person owning all or any interest in a condominium unit and the common interest appertaining thereto, to the extent of such interest so owned.

(l) "Mortgagee" means a person, firm or corporation either under the terms of a mortgage or deed of trust that is the holder of the note(s) secured thereby.

(m) "Operation of the condominium" means and includes the administration, management and operation of the condominium and the maintenance, repair and replacement of, and the making of any additions and improvements to, the common elements.

(n) All pronouns used herein shall include the male, female and neuter genders and shall include the singular or plural numbers, as the case may be.

## ARTICLE II

### Association of Unit Owners

Section 1. Composition and Powers. The Association shall be composed of all of the unit owners. The Association shall have all of the powers with respect to the operation and regulation of the condominium project conferred upon the Association by, or which may be conferred upon the unit owners' association of a

condominium pursuant to the provisions of the Condominium Act. Except as otherwise provided herein or in the Declaration or the Condominium Act, the acts, decisions and resolutions of the Association shall be effective upon adoption by vote of a majority of the unit owners.

Section 2. Meetings. All meetings of the Association shall be held at 301 Maple Avenue West, Vienna, Virginia 22180, or such other place as shall be stated in the notice of meeting. The first annual meeting of the Association shall be held at Vienna, Virginia, on the first anniversary after the date of the Declaration, without further notice. Thereafter, the annual meeting of the Association shall be held in the month of JUNE or JULY, on such date as the President may designate, or if the President shall fail to designate such date by the 1st day of JULY, then on the third Monday in JULY. Special meetings of the Association may be called at any time by the President or any two directors and shall be called upon the request of 25 percent of the unit owners. At any special meeting only such business shall be transacted as shall have been indicated by a specific or general description in the notice of such meeting.

Section 3. Notice of Meetings. The Secretary shall, at least twenty-one days before the date set for each annual or regularly scheduled meeting, and at least seven days before any special meeting, give written or printed notice thereof to every unit owner according to the Association's record of ownership interests, stating whether it is an annual or special meeting and the purpose thereof. The Secretary shall give a like notice to each holder of a duly recorded mortgage or deed of trust affecting any condominium unit whose name and address shall have been furnished to the Board in a written request to the Board for such notices. Any such notice may be given in any of the following ways:

(a) By hand delivery of the same to the unit owner or mortgagee personally, or if the unit owner or mortgagee shall



be a corporation with any officer thereof, provided a receipt of acceptance of such notice is returned to the Secretary; or,

(b) By mailing the same, postage prepaid, by certified mail, return receipt requested, addressed to the unit owner at the address of such unit owner as it appears on the record of ownership interests of the Association, or, in the case of a mortgage or deed of trust, at the address of such mortgagee as stated in the request of such mortgagee for such notices.

If notice is given pursuant to the provisions of this section, the failure of any unit owner or mortgagee to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of all unit owners and mortgagees entitled to notice in person or by proxy at any meeting shall render it a valid meeting, notwithstanding that notice thereof was not given or was improper, unless any unit owner or mortgagee shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this section.

Section 4. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of 25 percent of the unit owners shall constitute a quorum. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

Section 5. Voting.

(a) The percentage of undivided interests in the common elements appertaining to each condominium unit and its unit owners for all purposes, including voting, shall be the percentage specified in the Declaration. The total number of votes of all unit

owners shall be one hundred. The unit owner of all of a condominium unit shall have a percentage of the total number of votes equal to the percentage of undivided interests in the common elements appertaining to such unit. The unit owner of an undivided interest in a condominium unit shall have a percentage of the total number of votes equal to the percentage of undivided interests in the common elements appertaining to such unit, multiplied by the percentage of undivided interests in such unit held by such unit owner. Except as otherwise expressly provided herein or by law, the vote at any meeting of a majority of the unit owners present shall be necessary, and shall be sufficient, to adopt decisions and take action binding upon all of the unit owners. Any specified percentage of the unit owners means unit owners having the specified percentage of the total number of votes.

(b) Any unit owner may empower any person to vote as the proxy of such unit owner at any meeting of the Association by written proxy or authorization duly acknowledged, filed with the Secretary. Such written proxy or authorization, unless specially limited by its terms, shall remain effective until there shall be filed with the person presiding over any such meeting a written revocation of the same or a written proxy or authorization of later date. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

(c) If, not less than 24 hours prior to the time fixed for any annual meeting or for any special meeting to be held for the election of directors, a unit owner or unit owners having not less than 75 percent of the total number of votes shall deliver to the President or Secretary a request that the election of directors to be elected at the meeting be by cumulative voting, then the directors to be elected at the meeting shall be chosen as follows: Each unit owner present in person or represented by proxy at the meeting shall have a number of votes equal to the number of votes

which such unit owner would have at such meeting pursuant to the foregoing subparagraph (a) of this section, multiplied by the number of directors to be elected at the meeting; each unit owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such manner as he shall determine among any or all of the nominees; and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of directors to be elected at the meeting, shall be the successful nominees.

Section 6. Powers of Declarant. Pursuant to section 55-79.74(c) of the 1950 Code of Virginia, as amended from time to time, the Declarant shall exercise all the rights, duties and functions of the Association, its Board of Directors and officers, including the assessment of common expenses and condominium unit expenses, until the first annual meeting of the Association held pursuant to the terms of Section 2 of this Article, hereinabove.

### ARTICLE III

#### Board of Directors

Section 1. Membership. There shall be a Board of Directors of the Association consisting of 3 directors, who shall be elected at the annual meeting of the Association, or, in case of failure to act at said meeting, at a special meeting called for such purpose. Subject to the provisions of these By-Laws, directors shall hold office until the next annual meeting and thereafter until their successors are duly elected.

Section 2. Removal. The entire Board of Directors, or any individual director, may be removed from office by a vote of a majority of the unit owners at any meeting called for such purpose; provided, that an individual director shall not be removed if 75 percent of the unit owners whose votes shall not have been previously cast at such meeting against the removal of another director shall vote against his removal. If any or all directors shall be so removed, new directors may be elected at the same



meeting; provided, that if the director or directors so removed were elected by cumulative voting, such new directors shall be elected in the manner provided in Section 5(c) of Article II.

Section 3. Meetings. The Board of Directors shall hold a meeting at the place of the annual meeting of the Association and as soon as practicable thereafter, and no notice thereof shall be necessary. Other meetings may be held at such times and at such places as the business of the Association shall require according to resolution of the Board of Directors or upon call of the President or any two directors. The Board of Directors may establish regular meetings which may be held at such places and at such times as they may from time to time by vote determine, and when any such meeting or meetings shall be so determined no further notice shall be required. Notice of all meetings and other notices to the directors shall be given to each director by the Secretary or by the person or persons calling the meeting by advising him by telephone, by word of mouth, or by delivering written notice of such meeting to him not less than one day prior to the meeting or by leaving written notice of such meeting at his residence or usual place of business not later than five days before the meeting. Any director may waive notice of any meeting of directors in writing signed by himself or his duly authorized attorney-in-fact either before or at or after the meeting. The presence of any director or the alternate of such director at any meeting shall be the equivalent of a waiver of the requirement of the giving of notice of said meeting to such director.

Section 4. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board, but no vote of the directors shall be valid unless concurred in by a majority of the entire number.

Section 5. Powers. The Board of Directors, for the benefit of the unit owners, shall have the following powers and duties:

(a) To exercise all of the powers of the Association with respect to the operation and regulation of the Condominium which are conferred upon the Board or the Association by the Condominium Act or which may be conferred upon the Board by these By-Laws pursuant to the Condominium Act; provided, that no addition to or alteration of the common elements shall be made which is not consistent with the description thereof contained in the Declaration.

(b) To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board.

(c) To provide or cause to be provided all goods and services required by the By-Laws or by law, or which the Board, in its discretion, deems necessary for the proper operation of the Condominium, or which are used in common or jointly by the common elements and condominium units, in each case to the extent such goods and services shall not be otherwise provided.

(d) To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any unit owner.

(e) To bring action on behalf of two or more of the unit owners, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one condominium unit, as the Board deems advisable.

(f) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these By-Laws.

(g) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(h) To engage the services of a managing agent to perform such duties and services as it shall authorize, to fix the compensation of such managing agent, and to delegate to such managing agent any or all of its powers and duties, as the Board deems advisable.

(i) To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements.

(j) To procure such fidelity bonds as the Board deems advisable covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure directors' and officers' liability insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the Association as common expenses.

(k) To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the condominium, including the common elements, and to amend such administrative rules and regulations from time to time as the Board deems advisable.

(l) To perform any and all duties imposed on the Board by applicable law.

Section 6. Compensation. There shall be no compensation paid to members of the Board for acting as such, except for a reasonable director's fee for attendance at the meetings of the Board, as established by the Association.

Section 7. Indemnity. The Association shall indemnify each present and future officer or director of the Association against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened, in which he may be involved as a party or otherwise by reason of his being or having been such officer or director, or by reason of any past or future action taken or authorized or approved by him or any omission to act as such officer or director, whether or not he continues to be such officer or director at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he shall in such action, suit or proceeding be finally adjudged to be, or shall



be, liable by reason of his negligence or willful misconduct toward the Association in the performance of his duties as such officer or director. As to whether or not an officer or director was liable by reason of negligence or willful misconduct toward the Association in the performance of his duties as such officer or director, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each officer and director may conclusively rely upon an opinion of legal counsel selected by or in the manner designated by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or director may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such officer or director.

#### ARTICLE IV

##### Officers

Section 1. Election of Officers. The officers of the Association shall be the President, Vice-President, Secretary and Treasurer, and, in addition thereto, in the discretion of the Board, such other officers with such duties as the Board shall from time to time determine. The President and Vice-President shall be elected annually by the Board from among the members of the Board, and all other officers shall be elected by the Board from among or outside the membership of the Board as the Board may determine, and all officers shall serve until their successors shall have been elected. The Treasurer may be a corporation. All officers shall be subject to removal at any time by the affirmative vote of the majority of the Board. The Board may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may in its discretion, limit or enlarge the duties and powers of any officer elected by it.

Section 2. The President. The President shall preside at all meetings of the Association and of the Board and shall perform

all other duties assigned by the Board.

Section 3. The Vice-President. The Vice-President shall perform all of the duties and exercise all of the powers and rights of the President provided by these By-Laws or otherwise during the absence or disability of the President, or whenever the office is vacant, and shall perform all other duties assigned by the Board.

Section 4. The Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association in a minute book wherein all resolutions shall be recorded. The Secretary shall give notice, in conformity with these By-Laws, of any and all meetings and shall also perform all other duties assigned him by the Board.

Section 5. The Treasurer. The Treasurer shall keep the financial records and books of account of the Association; keep thorough and proper accounts of the financial transactions of the Association and render statements of the same in such form and at such times as the Board shall require; maintain a system of budgeting control; prepare and render, to such governmental officials as shall have the right to so require, tax returns and all exhibits, reports and other instruments required by law; have custody of all monies of the Association or in its charge or that of the Board and properly care for and disburse the same under the direction of the Board, except as some other officer or employee shall from time to time be expressly authorized so to do; receive and receipts for, either personally or by an employee authorized by him, all monies payable to the Association or the Board; and perform all other duties assigned to him by the Board.

#### ARTICLE V

##### Use and Maintenance of Premises

Section 1. Use of Premises. The building and each of the units are intended and restricted as to use, and shall be used only for office purposes which are consistent with and appropriate

to the design of the building and for which adequate stair, ventilation, plumbing and similar facilities exist. In the event of disagreement as to the meaning of "office purposes", the interpretation of the Board of Directors of the Association shall be final and binding. In addition to and without limitation of the foregoing:

(a) No unit owner of a unit shall do, or suffer or permit to be done, anything in any unit which would impair the soundness or safety of the Condominium, or which would increase the rate or result in the cancellation of insurance applicable to the Condominium, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

(b) No unit owner of a unit shall, without the written approval and consent of the Board, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the unit, or (iii) any advertising matter within the unit which shall be visible from the exterior thereof; provided, that the Board shall establish reasonable and uniform regulations permitting the placement and maintenance by each tenant of identifying signs and insignia of such sizes and material and in such locations as shall be architecturally suitable and appropriate to the design and function of the Condominium.

(c) No unit owner of a unit shall himself park, or allow his employees, agents, servants or invitees, to park any vehicle of more than one-half ton load carrying capability or trailer overnight on the premises.

(d) No unit owner shall allow the exterior portion of the building included in his unit to become run-down, unsightly or dilapidated in any manner that will detract from the overall appearance of the Condominium, and, if any unit owner shall fail to remedy such situation after reasonable notice from the Board of Directors of the Association, said Board may expend such funds as are necessary to rectify the same and charge such expense to the unit owner.

Section 2. Work and Maintenance by Tenants. The unit owner of a condominium unit shall keep such condominium unit from the boundary line thereof, and all plumbing, electrical and other such fixtures and other appurtenances in the same in good order and repair and shall be responsible for any damage or loss caused by failure to do so. The unit owner shall also be responsible for any damage caused to the common elements by the negligent use thereof. Each unit owner shall have the right, at the sole cost and expense of such unit owner, to install and remove partitions, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the condominium unit, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls; provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common elements by other unit owners, nor shall it be construed to limit the intent expressed in Section 1 of this Article V.

Section 3. Entry for Repairs. The Board shall have the irrevocable right, on behalf of all unit owners, to have access from time to time during reasonable hours to any condominium unit as may be necessary for the operation of the condominium project or for making emergency repairs in such condominium unit necessary



to prevent damage to the common elements or to another condominium unit or units. Such entry shall be made with as little inconvenience to the unit owner of the condominium unit as is practicable.

## ARTICLE VI

### Common Expenses and Condominium Unit Expenses

Section 1. Common Expenses. Each unit owner of a condominium unit or of an undivided interest in a condominium unit shall be liable for and pay a share, on the basis of the allocation made as provided in Section 3(b) of this Article VI, of the common expenses. Common expenses shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves as may be deemed necessary by the Board. Common expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes assessed separately on each condominium unit and the common interest in the common elements appertaining thereto or on the personal property or any other interest of the unit owner), assessments, insurance, including fire and other casualty and liability insurance, yard and other similar services, wages, accounting and legal fees, management fees, and other expenses of upkeep, maintenance and management actually incurred by the Board on or for the common elements (including management of limited common elements), the costs of operation of the common elements other than limited common elements, and the costs of and a reserve for maintenance and repair, reinstatement, rebuilding and replacement of the common elements. Without limitation of the generality of the foregoing, common expenses shall include all expenses of alterations in or additions to the common elements (including limited common elements) which may be required, from time to time, to cause such common elements as built and existing to be in conformity with the description of the common elements contained in the Declaration, as amended from time to time. Payments of common expenses shall be made to the

Board, as agent of the unit owners, and the Board shall transmit said payments on behalf of each unit owner to the third person entitled to said payments from such unit owner.

Section 2. Condominium Unit Expenses. Each unit owner of a condominium unit or of an undivided interest in a condominium unit shall be liable for and pay a share, on the basis of the allocation made as provided in Section 3(c) of this Article VI, of the condominium unit expenses. "Condominium unit expenses" means and includes the expenses (other than common expenses) incurred by the Board in providing utility and other services to the condominium units, and shall also include the costs of operation, upkeep and maintenance of the limited common elements, the costs of and a reserve for maintenance and repair, reinstatement, rebuilding, and replacement of the limited common elements, and all wages, accounting and legal fees, management fees, administrative expenses and other costs incidental thereto. Payment of condominium unit expenses shall be made to the Board, as agent of the unit owners, and the Board shall transmit said payments on behalf of each unit owner to the third person entitled to said payments from such unit owner.

Section 3. Allocation of Common Expenses and Condominium Unit Expenses. For the purposes of fixing and determining the payments to be made as hereinabove provided in Sections 1 and 2 of this Article VI, the Board shall, on behalf of all unit owners and as soon as practicable, determine for each year the estimated aggregate amount of the common expenses and condominium unit expenses for such year. For the purposes of such determinations, each year shall be the calendar year, except that the first year shall begin on the date upon which the condominium was established by recordation of the Declaration and end on the 31st day of December of said year. The Board, on behalf of the unit owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses and condominium unit expenses on the basis of actual costs incurred. As soon

as practicable after the end of each year, the actual aggregate amount of common expenses and condominium unit expenses for said year shall be determined by the Board. Said estimated and actual aggregate amounts of common expenses and condominium unit expenses for each year, as determined by the Board, shall be allocated as follows:

(a) The aggregate amount so estimated by the Board, and the actual aggregate amount so determined by the Board, shall be allocated from time to time to the common expenses and the condominium unit expenses, in accordance with the definitions set forth in Sections 1 and 2 of this Article VI, by Swart, Owens and Lalande, Certified Public Accountants, or such other certified public accountant as shall be selected by the Board, but such allocation need not be certified.

(b) The amounts so allocated to the common expenses shall then be allocated by the Board among the unit owners in the proportions among them of the common interests appurtenant to their condominium units and undivided interests in condominium units.

(c) The amounts so allocated to the condominium unit expenses shall be allocated by the Board among the unit owners of condominium units and of undivided interests in condominium units in the proportions among them of the benefits of the related services provided to their respective condominium units and undivided interests in condominium units, as determined in accordance with the definition set forth in Section 2 of this Article VI, by said Swart, Owens and Lalande, or such other certified public accountant as shall be selected by the Board, but such allocation need not be certified.

(d) The amounts of the estimated common expenses and condominium unit expenses for each year, so determined and allocated to each unit owner from time to time, shall be payable by the unit owner in monthly installments in advance or before the 1st

day of each month, each monthly installment to be the product of the division of the aggregate of said amounts then unpaid, divided by the number of months, including the then current month, remaining in such year. Each unit owner shall pay any unpaid balance of the actual amount of said expenses as so determined and allocated by the Board, and any overpayment shall be refunded to the unit owner, within 30 days after notice of such determination and allocation. Any omission or delay in determining and allocating said expenses for any year shall not relieve the unit owners therefrom. In such event, the unit owners, pending the determination and allocation thereof, shall pay monthly installments of common expenses and condominium unit expenses in accordance with the last determination and allocation of such expenses for the preceding year, and shall pay the deficiency, if any, upon the proper determination and allocation of the estimated common expenses and condominium unit expenses within 30 days after notice thereof. Each such payment transmitted to the Board, as agent of the unit owners, shall then be transmitted by the Board to the third person entitled to payment of same from each unit owner.

(e) At all times, the most recent determination by Swart, Owens and Lalande, or other certified public accountant selected by the Board, in relation to the allocation of said expenses, shall be effective and shall govern all allocations of said expenses until another such determination shall be made. Amounts of which payment shall be due from any unit owner of estimated or actual expenses shall not be subject to reallocation. Amounts allocated to any unit owner of estimated or actual expenses, of which payment shall not have become due, shall be subject to reallocation in accordance with a later such determination in relation to such allocation.

Section 4. Payment as Agent. The Board shall pay or cause to be paid, on behalf of the unit owners, all common expenses and condominium unit expenses. The Board, on behalf of all unit



owners, shall maintain or cause to be maintained separate books of account of common expenses and condominium unit expenses in accordance with recognized accounting practices, and shall have such books of account available for inspection by each unit owner or his authorized representative at reasonable business hours. The Board shall annually render or cause to be rendered a statement to each unit owner of all receipts and disbursements during the preceding year, which statement shall be certified by an independent certified public accountant (who may be the accountant employed for the purpose of allocation of such expenses). Each unit owner, as principal, shall be liable for and pay a share, determined as herein provided, of all common expenses and condominium unit expenses and the Board shall be responsible, as agent for such unit owner, only to transmit the payments made by such unit owner to third persons entitled thereto. In the event funds are collected in any calendar year in excess of the amount needed, such accumulation, for statement purposes, shall be shown as a liability of the Association to the unit owners.

Section 5. Taxes and Assessments. The unit owner of each condominium unit shall be obligated to cause the real property taxes for such condominium unit and the common interest appertaining thereto to be assessed separately by the proper governmental authority and to pay all such real property taxes so determined directly to the proper governmental authority, pursuant to section 55-79.42 of the 1950 Code of Virginia, as amended. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each condominium unit and the common interest in the common elements appertaining there to or the personal property or any other interest of the unit owner. Each unit owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes, other taxes and assessments. Each unit owner shall be

obligated to pay, as a common expense, a proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire condominium project or any part of the common elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire condominium project or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the unit owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by section 6 of this Article VI.

Section 6. Liens.

(a) All sums assessed by the Association of Unit Owners but unpaid for the share of the common expenses and condominium unit expenses chargeable to the unit owner of, or of an undivided interest in, any condominium unit shall constitute a lien, with power of sale, on such condominium unit prior to all other liens, except only (i) liens for real estate taxes and assessments lawfully imposed by governmental authority against such condominium unit, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) all sums unpaid on mortgages or deeds of trust of record. Such lien may be foreclosed by suit or by proceeding under the power of sale by the Board, acting on behalf of the condominium unit owners, in like manner as a mortgage of real property. No action shall be brought to foreclose such lien or to proceed under the power of sale unless 30 days' notice of claim of lien is mailed to the unit owner of, or such unit owner of an undivided interest in, the condominium unit and any mortgagee of record thereof. The Board, acting on behalf of the unit owner, shall have power to bid in the condominium unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. ~~Suit to recover a money judgment for unpaid~~ common expenses or condominium unit expenses shall be maintainable

without foreclosing or waiving the lien securing the same. Reasonable attorneys' fees and expenses in connection with collection of the debt secured by such lien or foreclosure thereof shall be paid by the unit owner against whom such action is brought and secured by the lien.

(b) Where the mortgagee of a mortgage or deed of trust of record or other purchaser of an interest in a condominium unit obtains title to such interest in the condominium unit as a result of foreclosure of the mortgage or deed of trust, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or condominium unit expenses or assessments by the Association of Unit Owners chargeable to such condominium unit which became due prior to the acquisition of title to such condominium unit by such acquirer. Such unpaid share of common expenses or condominium unit expenses or assessments shall be deemed to be common expenses collectible from all of the condominium unit owners, including such acquirer, his successors and assigns.

Section 7. Liability of Assignor and Assignee for Unpaid Common Expenses and Condominium Unit Expenses. In a voluntary assignment, the assignee of an interest in a condominium unit shall be jointly and severally liable with the assignor for all unpaid assessments against the latter for his share of the common expenses and condominium unit expenses up to the time of the assignment, without prejudice to the assignee's right to recover from the assignor the amounts paid by the assignee therefor. However, any such assignor or assignee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the assignor and neither such assignor nor such assignee shall be liable for, nor shall the condominium unit be subject to a lien for, any unpaid assessments for common expenses and condominium unit expenses against the assignor in excess of the amount therein set forth.

Section 8. Exemption by Assignment to Board of Directors.

With the prior written consent of all other unit owners, and not otherwise, the unit owner or unit owners of a condominium unit may, by assigning the interest in the condominium unit and the common interest appurtenant thereto to the Board on behalf of all other unit owners, exempt himself or themselves from common expenses and condominium unit expenses thereafter accruing.

Section 9. Statement of Assessments. Any unit owner or contract purchaser of a condominium unit shall be entitled, upon written request directed to the Treasurer of the Association together with payment of a fee of \$10.00 to the Association, to a recordable statement setting forth the amount of unpaid condominium assessments currently levied against that unit to be furnished within five business days after the receipt of such request and/or payment of said fee, whichever is later.

Section 10. Exemption of Declarant. Notwithstanding any other provision of the Declaration or these By-Laws, the Declarant shall not be liable for or pay a share of the common expenses or condominium unit expenses as defined hereinabove for any condominium unit which it may own or in which it may have an undivided interest, provided that any such condominium unit is not occupied by the Declarant or any tenant of the Declarant and provided further that such unit has not been previously occupied by the Declarant or any tenant thereof. This section shall not be construed to relieve the Declarant of the responsibility to pay the actual expenses which it may incur attributable to any such unit which it may own or in which it may have an undivided interest.

ARTICLE VII

Other Provisions

Section 1. Insurance.

(a) The Board shall procure and maintain from a company or companies qualified to do business in Virginia (and, if necessary to procure the required coverage from other companies)



a policy or policies (herein called the Policy) of Public Liability Insurance to insure the Board, each unit owner as the owner of the common interest, and the managing agent and other employees of the Association of Unit Owners against claims for personal injury and property damage arising out of the existence of premises or operations or contractors of construction work under a Comprehensive General Liability form with such additional inclusions of coverage as the Board of Directors may deem necessary and proper. The insurance shall exclude coverage for the personal activities of unit owners of the condominium units and employees as aforesaid and for liability arising out of ownership of interests in individual condominium units. Said insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the Town of Vienna, County of Fairfax, Virginia. Such policy:

(i) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or by any breach of warranty or condition caused by the unit owner of any condominium unit, or by any act or neglect of the unit owner of any condominium unit;

(ii) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the unit owner of each condominium unit, in writing addressed to it at the premises, 30 days' written notice of such cancellation.

(b) The Board may also procure insurance which shall insure the common elements against such additional risks as the Board may deem advisable for the protection of the condominium unit owners of a character normally carried with respect to properties of comparable character and use in the Town of Vienna, County of Fairfax, Virginia.

(c) The Board shall review not less frequently than annually, and whenever requested by 75 percent or more of the unit owners, the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the unit owner of each condominium unit, and to the holder of any mortgage or deed of trust on any condominium unit who shall have requested a copy of such report. At the request of any mortgagee of any condominium unit, the Board shall furnish to such mortgagee a copy of the policy described in subparagraph (a) of this Section 1 and of any policy to which a mortgagee endorsement shall have been attached pursuant to subparagraph (b). Copies of every policy of insurance procured by the Board shall be available for inspection by any condominium unit owner (or contract purchaser) at the office of the managing agent.

(d) Any such coverage procured by the Board shall be without prejudice to the right of the unit owners of condominium units to insure such condominium units and the contents thereof for their own benefit at their own expense. The Board shall not be required or authorized to insure the property constituting the project except as provided by the By-Laws.

(e) When any policy of insurance has been obtained by or on behalf of the Association of Unit Owners, the Board shall furnish written notice of the obtainment thereof and of any subsequent changes therein or termination thereof within 30 days to each unit owner in the manner provided for notices of meetings of the Association as set forth in section 2 of Article II.

Section 2. Damage, Destruction and Replacement.

(a) In the event of substantial damage to or destruction of the common elements, all available insurance proceeds, including proceeds received for damage to common elements on any policy taken out by condominium unit owners, shall be held in trust by the Board, to repair, reinstate, rebuild or replace the common elements (herein called the work) in accordance with the original plans and specifications or if the work according to the

original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with such plans and specifications as modified by the Board to the extent necessary to permit the work to proceed, and approved by a majority of the unit owners. In the event of any deficiency between said insurance proceeds and the cost of the work, each unit owner shall pay his proportionate share of said deficiency, as common expenses. The Board shall have the authority, as agent of all unit owners, to enter into a contract or contracts to accomplish the work.

Section 3. Statement on Alienation. Any unit owner or contract purchaser of any condominium unit shall be entitled, upon written request directed to the Secretary of the Association together with payment of a fee of \$25.00 to the Association, to a recordable statement certifying any waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the condominium units where such waiver, failure or refusal does in fact occur. Unless the condominium documents are otherwise amended, a statement, duly acknowledged, setting forth that no right of first refusal or other restraints on free alienability of the condominium units has been created, shall be sufficient to comply with this section.

Section 4. Covenant to Obey Laws, etc.

(a) Each unit owner shall be subject to the Condominium Act and the Declaration and shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board.

(b) Each unit owner shall observe, comply with and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the condominium.

Section 5. Amendment. These By-Laws may be modified or amended from time to time by a vote of not less than 75 percent of the unit owners at any annual meeting or at any special meeting

called for such purpose, provided that all particulars required by law to be set forth in the By-Laws shall be embodied in these By-Laws and all modifications or amendments shall be set forth in an amendment to the Declaration and duly recorded as part of the Declaration.