

THE CAIRO CONDOMINIUM
AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws of The Cairo Condominium were adopted this 25th day of February, 2022, by The Cairo Condominium Unit Owners Association. These Amended and Restated Bylaws amend and restate the Bylaws originally recorded on September 21, 1979 as Instrument Number 7900031978 and the First Amendment to Bylaws recorded on December 20, 1991 as Instrument Number 9100063732.

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AMENDED AND RESTATED BYLAWS
THE CAIRO CONDOMINIUM

ARTICLE I
IDENTIFICATION OF THE CONDOMINIUM AND DEFINITIONS

1.1 Identification of the Condominium

A. The name of the Condominium is: The Cairo Condominium. The address of the Condominium is 1615 Q Street NW, Washington, D.C. 20009.

B. The Condominium was submitted to the provisions of the District of Columbia Condominium Act by Declaration Recorded in the District of Columbia Office of the Recorder of Deeds. These Amended and Restated Bylaws (“Bylaws”) are adopted pursuant to the District of Columbia Condominium Act of 1976, as amended from time to time (the “Condominium Act” or “Act”) and provide for the self-governing of the Condominium.

1.2 Definitions

Each of the following terms, as used in these Bylaws, has the same meaning as the meaning ascribed to it in Section 3 of the Condominium Declaration: “Act”; “Association”; “Unit Owners Association”; “Board of Directors”; “Building”; “Bylaws”; “Common Elements”; “Common Expenses”; “Common Profits”; “Condominium”; “Condominium Act”; “Condominium Instruments”; “Condominium Plat”; “Condominium Plans”; “Condominium Unit”; “Declaration”; “General Common Elements”; “First Mortgagee”; “Identifying Number”; “Land”; “Limited Common Elements”; “Par Value”; “Person”; “Percentage Interest”; “Record”; “Rules and Regulations”; “Unit”; “Unit Owner.” All terms used in these bylaws are intended to be consistent with the definitions of those terms as used in the District of Columbia Condominium Act.

ARTICLE II
ADMINISTRATION: APPLICABILITY

2.1 Administration

The administration and management of the Condominium and the actions of the Unit Owners and the Unit Owners Association and its Board of Directors and Officers are governed by these Bylaws.

2.2 Applicability

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

ARTICLE III UNIT OWNERS ASSOCIATION

3.1 Qualification

All Unit Owners in the Condominium, acting as a group in accordance with the Act and the Condominium Instruments, constitute the Unit Owners Association. Any Unit Owner, upon acquiring title to a Unit, automatically becomes a member of the Association and remains a member thereof until such time as their ownership of such Unit ceases for any reason, at which time their membership in the Association automatically ceases. A person who holds any interest in a Unit solely as security for the performance of an obligation is not a member of the Association.

3.2 Powers and Responsibilities

Pursuant to the Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Act to the Unit Owners Association are delegated to the Board of Directors, as more particularly set forth in Article IV.

3.3 Place of Meetings

Meetings of the Association may be held at a place designated by the Board of Directors and stated in the notice of the meeting. Meetings need not be in person, but all meetings must include an option for telephone, video, or other technology that allows for full participation by Board members and Owners who wish to participate.

3.4 Annual Meeting

Annual meetings of the Association must be held on a date established by the Board of Directors, but not later than 30 days prior to the end of each fiscal year. The annual meeting of

the Association is held for the election of Directors and the conduct of such other business as may be properly brought before the meeting.

3.5 Special Meetings

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

3.6 Notices

The Secretary must send a notice of meetings of the Association to each Unit Owner at least 21 days in advance of an annual meeting and at least seven days in advance of any other meeting. The notice must state the time, place, and purposes of the meeting. The notice must be sent by United States mail or hand delivered by an Officer of the Board who certifies the delivery, to all Unit Owners of record at the address of their respective Units and or, in the alternative, to such other addresses (including electronic mail address, if permitted by and in accordance with the Condominium Act) as any of them may have designated to the Secretary in writing or hand-delivered by the Secretary. If notice is placed in the Owner's mailbox at the Condominium, it must also be sent electronically, in conformance with provisions of the Act, to the most current email address (if any) provided by the Owner to the management company. The mailing, electronic mailing, or hand-delivery of a notice of meeting in the manner provided herein constitutes service of notice.

3.7 Voting

Each Unit is allocated one vote in the Association. A Unit Owner is entitled to cast the vote allocated to their Unit. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person is entitled to cast the vote allocated to that Unit. But if more than one of such persons is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority of them, and such agreement is conclusively presumed if any one of them purports to cast the vote allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes cast by Unit Owners present in person, by proxy, or electronic voting transmittal if permitted by and in accordance with the Act, is required to adopt decisions at any meeting of the Association. No Owner may be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Association to be more than 45 days delinquent in any payment, fee, assessment, etc., due the Association, or the Owner has been found by the Association, via the Board of Directors, to be in violation of the

Condominium Instruments or the Rules and Regulations of the Association. The Owner is deemed not in good standing and is not able to vote. This suspension of voting rights remains in effect until the assessments, fines, etc., have been paid in full or the violation corrected, as applicable. In the event the Association owns one or more Units, the votes associated with such Unit(s) are included in determining whether a quorum is present at any meeting, and is deemed to be cast in proportion to the affirmative and negative votes cast at the meeting by all Unit Owners other than the Association.

3.8 Proxies

The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner. Revocation of a proxy is not binding on the Association unless actual notice of the revocation is received by the Officer presiding over the meeting. A proxy terminates automatically upon the adjournment of the first meeting held on or after the date of the proxy. A Unit Owner may appoint any other Unit Owner or the Managing Agent as their proxy, except that no Person other than the Managing Agent may cast votes as a proxy for more than one Unit in addition to their own. Where the Managing Agent holds one or more proxies, they must vote them in accordance with instructions of the Board of Directors, except where the Unit Owner has instructed the Managing Agent otherwise in writing on the proxy form. In cases where the Unit is owned by more than one person, all Owners of the Unit must sign the proxy. A proxy is void if the proxy is not dated, if the proxy purports to be revocable without notice, or if the signature of any Owner executing the proxy has not been witnessed by a person who signs their full name and address. The proxy must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited in its form, any proxy may continue for 11 months, or until sooner revoked by a written notice of revocation filed with the Secretary, or by a notification of the death of the member. A proxy remains in effect during any recess or temporary adjournment of a meeting until that meeting is finally adjourned.

3.9 Quorum

The presence in person or by proxy of Unit Owners entitled to cast more than 25% of the votes in the Association constitutes a quorum for the conduct of business. A quorum is deemed to be present throughout a meeting of the Association until adjournment if Persons entitled to cast more than 25% of the votes are present in person or by proxy at the beginning of such meeting. If a meeting cannot be organized because a quorum has not attended, those present in person, proxy, or electronically if permitted by, and in accordance with the Condominium Act may recess the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called. No further notice thereof is required.

3.10 Order of Business

The order of business at a meeting of the Association is as follows: proof of notice of meeting; proof of quorum; reading of minutes of preceding meeting; reports of officers and committees; appointment of inspectors of election, if applicable; election of Directors, if applicable; unfinished business; and new business.

3.11 Conduct of Meeting

The President presides at meetings of the Association and the Secretary keeps the minutes of meetings. Robert's Rules of Order governs the conduct of all meetings of the Association when not in conflict with the Act or the Condominium Instruments or a resolution of the Association.

ARTICLE IV BOARD OF DIRECTORS

4.1 Powers and Duties

The Board of Directors is the executive and administrative entity designated to act for the Association in governing the Condominium and is an "Executive Body" within the meaning of the Act. The affairs and business of the Association is managed by the Board of Directors. The Board of Directors may delegate to a Director or Officer, subject to the continuing control of the Board of Directors, any matters relating to the duties of the Managing Agent. In addition to other powers and duties granted or imposed by these Bylaws or by resolution of the Association, the Board of Directors has other powers and duties, including the following, to:

- A. Prepare and adopt an annual budget for the Condominium.
- B. Make and collect assessments against the Unit Owners to defray the Common Expenses, establish the method of collecting such assessments from the Unit Owners, and establish the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for their proportionate share of the Common Expenses is payable in equal monthly installments, each installment to be due and payable in advance on the first day of each month.
- C. Provide for the operation, care, upkeep, maintenance, and surveillance of the Common Elements and for services to the Condominium, including when necessary, to restrict the use and access of the Common Elements and areas of the Condominium.
- D. Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair and replacements of the Common Elements and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and

material to be used by such personnel in the performance of their duties, which supplies and equipment are property of the Association.

- E. Make and amend Rules and Regulations respecting the use of the Condominium.
- F. Establish bank accounts for the Association.
- G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.
- H. Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and institute, maintain and defend proceedings and actions brought on behalf of or against the Association.
- I. Maintain insurance required by Article VII of these Bylaws.
- J. Pay the cost of services rendered to the Condominium for which the Association, as distinct from individual Unit Owners, is liable.
- K. Keep detailed records of the Association with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records must be available for examination by the Unit Owners in good standing, their duly authorized agents or accountants or attorneys, during regular business hours at the time and in the manner set by the Board of Directors. All books and records must be kept in accordance with generally accepted accounting principles, and must be audited at least once a year by an outside auditor employed by the Board of Directors, who must not be a resident of the Condominium or a Unit Owner. The cost of such an audit is a Common Expense.
- L. Purchase Units for resale, rental, or other purposes on behalf of the Association at foreclosure or other judicial sale. Purchase of Units outside of foreclosure or judicial sale is allowed upon approval by a majority vote of Unit Owners voting on the question.
- M. Enforce obligations of Unit Owners, allocate Common Profits and Common Expenses, and take such other actions as may be necessary or proper for the sound management of the Condominium. The Board of Directors has the power to levy fines or sanctions, or both, after notice and an opportunity to be heard, against Unit Owners for violations of the Rules and Regulations. The Board of Directors may adjust fines from time to time to reasonable amounts, but no increase may take effect until notice of the new amount has been given in published minutes, rules, or other format reasonably expected to provide actual notice to all Unit Owners and residents. Each day that a violation continues is considered a separate violation. Collection of fines may be enforced against a Unit Owner as if the fines were an assessment for Common Expenses owed by the Unit Owner. If a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require them to post bond, satisfactory to it, to secure future compliance with the Rules and Regulations.
- N. Do such things and acts (not inconsistent with the Condominium Act and with the

- Condominium Instruments) which may be authorized by the Association.
- O. Lease, grant licenses, easements, rights-of-way and other rights of use in all or part of the Common Elements of the Condominium.
 - P. At the discretion of the Board and to the extent permitted by the laws of the District of Columbia, implement and have Management or the utility company administer an accurate metering or submetering of the total electricity usage attributable to each Unit. If metering or submetering is implemented, Management must bill each Unit Owner for the cost of such electricity and collect such bills monthly in the same manner as the collection of Condominium assessments.
 - Q. Impose on or receive from individual Unit Owners any payment, fee or charge for the use, rental, or operation of the Common Elements or for any service provided to Unit Owners, including but not limited to move-in and move-out fees in which there is a change in occupancy of the Unit.
 - R. Obtain a loan or loans, but the total of all loans may not exceed the annual operating assessments, unless there is the approval by a majority vote of Unit Owners of the Association at a special meeting held for that purpose. The Board may assign and pledge the Association's right to income, including the right to receive Common Expense assessments.

4.2 Managing Agent

The Board of Directors must employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in paragraphs A, C, D, F, G, I, J, K, M, N, O, and P of Section 4.1. Except for the imposition of assessments, the Board of Directors may delegate to the Managing Agent all of the powers and duties delegated to the Board of Directors by these Bylaws other than the powers and duties set forth in paragraphs B, E, H, L, Q, and R of Section 4.1. The Board of Directors is not liable for any omission or improper exercises by the Managing Agent for any such duty, power or function delegated. Any agreement with the Managing Agent must be in writing and must provide that it may be terminated, with or without cause, on 60 days written notice. The term of any such agreement may not exceed two years, subject to renewal for additional periods not to exceed two years by mutual agreement of both parties.

4.3 Number and Qualification of Directors

The number of Directors which constitutes the entire Board of Directors may be determined by resolution of the Unit Owners; however, the number of Directors must be an odd number and not more than five. All Directors must be Unit Owners.

4.4 Election and Term of Office

Members of the Board of Directors are elected at annual meetings of the Association, to serve until their successors have been elected and qualified. The term of office of any Director elected at an annual meeting of the Association is two years. There is no cumulative voting. Prior to any annual meeting where fewer than two Directors' terms are expiring, sufficient seats among the other Directors must also be chosen to expire to ensure that at least two seats are up for election at each annual meeting. These seats must be chosen at a regular Board meeting, in advance of the annual meeting, by lot, or by another system determined by the Board to be reasonably fair to all Board members. This does not prevent any incumbent from seeking re-election to their expiring seat.

4.5 Annual Meeting

An annual organizational meeting of the Board of Directors must be held within ten days after the annual meeting of the Association. No notice is necessary to the newly elected Directors in order legally to constitute such a meeting, providing a majority of the entire Board is present at the meeting.

4.6 Regular Meetings

Regular meetings of the Board of Directors must be held at such time and place as determined from time to time by the Board of Directors, but at least one meeting must be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors must be given to each Director personally, by mail, electronically, or telephone at least 72 hours prior to the time of the meeting. Meetings need not be in person, but all meetings must include an option for telephone, video, or other technology that allows for full participation by Board members and Owners who wish to participate.

4.7 Special Meetings

Special meetings of the Board of Directors may be called by the President on 36 hours' notice to each Director. Such notice must be given personally, by mail, electronically, or telephone, and must state the time, place and purpose of the meeting. Special meetings of the Board of Directors must be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

4.8 Waiver of Notice

Notice of a meeting of the Board of Directors may be waived in writing by a Director either before or after the meeting. Attendance at a meeting constitutes waiver of notice of that meeting,

unless the Director states at the commencement of the meeting that the notice of the meeting was not given in accordance with the Bylaws or is otherwise defective.

4.9 Quorum

A majority of the entire Board of Directors constitutes a quorum for a meeting of the Board of Directors. The votes of a majority of the members either in person (and/or electronically in accordance with the Condominium Act) at a meeting at which a quorum is present constitutes the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may recess or temporarily adjourn the meeting to a designated time and place. An adjourned meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

4.10 Vacancies

A vacancy on the Board of Directors caused by any reason, other than removal of a Director by a vote of the Association, must be filled by a vote of the majority of the remaining Directors, even though they constitute less than a quorum; and each person so elected serves until the next annual meeting of the Association and until their successor is elected. To permit Owners to nominate themselves for any such vacancy, the Board must provide Owners with ten days notice prior to filling the vacant seat. A vacancy occurring on the Board of Directors by reason of an increase in the number of Directors constituting the entire Board of Directors or by reason of the removal of a Director by a vote of the Association must be filled by the Association at an annual meeting or at a special meeting called for that purpose.

4.11 Removal of Directors

A Director may be removed with or without cause, and their successor elected, at a meeting of the Association at which a quorum is present, by a plurality of the votes cast. Any Director whose removal has been proposed must be given at least ten days' written notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

4.12 Compensation

A Director may not receive compensation from the Condominium for serving on the Board of Directors, but a Director may be reimbursed for actual out-of-pocket expenses incurred by them in the proper performance of their duties if approved by the Board.

4.13 Conduct of Meeting

The President presides at meetings of the Board of Directors and the Secretary keeps the minutes of the proceedings.

4.14 Annual Report of the Board of Directors

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

4.15 Fidelity Bonds or Insurance

All Directors, Officers, Trustees, Volunteers, Agents (including the Managing Agent), and Employees of the Association handling or responsible for funds must furnish adequate fidelity bonds or insurance. The fidelity bonds or insurance must designate the Association as a named insured and, if obtainable, must be written in an amount sufficient to provide protection which must be not less than one-half the Association's estimated annual operating expenses and reserves. The premiums on such fidelity bonds or insurance constitutes a Common Expense.

4.16 Liability of the Board of Directors

Directors are not liable to the Association or to the Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Unit Owners must indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association or the Unit Owners unless such contract was made in bad faith or contrary to the provisions of the Condominium Instruments. The Directors are not personally liable for contracts made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the Directors is limited to that proportion of the total liability thereunder as the Par Value of their Unit bears to the aggregate Par Values of all the Units. The Association must indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that they are or were a Director or Officer of the Association against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Association. The provisions of this paragraph also apply to each Officer of the Association as well as any committee member appointed by the Board of Directors.

4.17 Action Without Meeting

Any action required or permitted to be taken by the Board of Directors at any meeting may be taken without a meeting if all the members of the Board of Directors individually or collectively consent in writing to such action. Collective consent requires affirmative assent to act without a meeting by four or more Directors and no objection to acting without a meeting by any Director. Such written consent or consents must be filed with the Minutes of the proceedings of the Board of Directors.

4.18 Common or Interested Directors

- A. The Directors must exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration.
- B. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, entity or association in which one or more of the Directors are Directors or Officers or are pecuniarily or otherwise interested, may be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:
 - 1. The fact of the common Directorate or interest is disclosed or known to the Board of Directors or a majority thereof and noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
 - 2. The fact of the common Directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
 - 3. The contract or transaction is commercially reasonable to the Association at the time that it is authorized, ratified, approved, or executed.
- C. Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction. Such Directors may vote thereat to authorize any contract or transaction with like force and effect as if they were not common or interested Directors or Officers of such other corporation or were not so interested.

4.19 Board of Directors as Attorney-In-Fact

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control, and deal with the interests

of such Unit Owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws, and to exercise all of its rights thereunder and to deal with the Building upon its destruction and the proceeds of any insurance indemnity as hereinafter provided. This power includes, but is not limited to, the right to grant easements and licenses from time to time affecting the Common Elements with respect to sewer lines, water lines, electrical cables, telephone lines, cable television and internet cables, gas lines, storm drains, underground conduits, or such other purposes related to the provision of public utilities or as may be considered necessary or appropriate by the Board of Directors for the preservation of the health, safety, convenience, or welfare of the Unit Owners of the Units, or any of them. The foregoing is deemed to be a power coupled with an interest, and the acceptance by any person or entity of any interest in any Unit constitutes an appointment of the Board of Directors as attorney-in-fact, as aforesaid. This power is in addition to any authority to grant easements or licenses given to the Board of Directors in the Act, in the Declaration or in these Bylaws.

4.20 Executive Session

All meetings of the Board of Directors are open to Unit Owners as observers, except that the President or presiding Officer may call the Board into executive session on sensitive matters, including, but not limited to, the following:

- A. Discussion of matters pertaining to employees and personnel;
- B. Consultation with legal counsel;
- C. Consultation with staff personnel, consultants, attorneys, or other persons in connection with pending or potential litigation;
- D. Investigative proceedings, concerning possible or actual criminal misconduct;
- E. Complying with specific constitutional, statutory, or judicial imposed requirement protecting particular proceedings or matters from public disclosure;
- F. Personal and/or financial affairs of Owners or residents;
- G. Enforcement of the Bylaws and Rules and Regulations; and
- H. On an individually recorded affirmative vote of two-thirds of the Directors present, for some other reason sufficiently compelling to override the general public policy in favor of open meetings. Any final action taken by the Board of Directors in executive session must be recorded in the minutes.

4.21 Committees

- A. The Board of Directors may establish committees as may be deemed necessary or expedient by the Board of Directors to further the purposes of the Association, and the responsibilities and powers of such committees must be in accordance with provisions

established by the Board of Directors not inconsistent with these Bylaws.

- B. The President and Vice President of the Board of Directors are members, ex-officio, of all committees.
- C. The membership in each committee may be appointed by the Board of Directors at its first meeting following the annual meeting of the members of the Association or at any other time as the Board of Directors deem it necessary, and members of such committees serve at the pleasure of the Board of Directors until their successors are appointed or until their resignation or removal.

ARTICLE V OFFICERS

5.1 Designation

The Principal Officers of the Association are a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint Assistant Secretaries and an Assistant Treasurer. With the exception of the President and Vice President, no Officer needs to be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President may not hold any other office. Officers must be Unit Owners of the Condominium.

5.2 Election of Officers

The Officers of the Association are elected annually by the Board of Directors at its annual meeting and hold office at the pleasure of the Board of Directors.

5.3 Removal of Officers; Vacancies

An Officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. In any case where an Office is vacant, the Board may fill the vacancy by majority vote at a regular meeting.

5.4 President

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

5.5 Vice President

The Vice President performs the duties and exercises the powers of the President in the

absence or disability of the President and performs such other duties as the Board of Directors may prescribe. In addition, if the office of the President is vacant for any reason, the Vice President automatically becomes the President subject to the right of the Board to replace any Officer at any time with or without cause.

5.6 Secretary

The Secretary attends all meetings of the Board of Directors and the Association, and records the voting and the minutes of all proceedings in a book to be kept by them for that purpose. They give notice of meetings of the Association and the Board of Directors, and perform other duties as prescribed by the Board of Directors or the President. The Secretary compiles and keeps current at the principal office of the Condominium a complete record of the Unit Owners and their last known postal and email addresses. This record of Unit Owners must be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary also keeps current and retains custody of the minutes of the proceedings of the Association and the Board of Directors. An Assistant Secretary, if any is appointed, performs the duties and exercises the powers of the Secretary in the absence or disability of the Secretary and performs other duties as the Board of Directors may prescribe.

5.7 Treasurer

The Treasurer has custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and with the assistance of the Managing Agent, keeps full and accurate records of receipts and disbursements and deposits all monies and other valuable effects in such depositories as may be designated by the Board of Directors. They disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of their transactions as Treasurer and of the financial condition of the Association. The Assistant Treasurer, if any is appointed, performs the duties and exercises the powers of the Treasurer in the absence or disability of the Treasurer and performs other duties as the Board of Directors may prescribe.

5.8 Compensation of Officers

No Officer may receive any compensation from the Association for acting as such, but each will be reimbursed for reasonable and actual out-of-pocket expenses incurred by them in the performance of their duties if approved by the Board.

5.9 Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association for

expenditures or obligations of over \$5,000.00 must be executed by any two Officers of the Association or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of \$5,000.00 or less may be executed by any one Officer of the Association or by, such other person as may be designated by the Board of Directors.

ARTICLE VI OPERATION OF THE CONDOMINIUM

6.1 Determination of Common Expenses and Assessments-Against Unit Owners

- A. **Fiscal Year.** The fiscal year of the Condominium is the calendar year; provided that the fiscal year may be changed by the Board of Directors at their discretion.
- B. **Annual Budget.** On or before a date which is not less than 15 days prior to the end of each fiscal year, the Board of Directors must adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget must contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses payable by each Unit Owner. Common Expenses must include the amounts necessary to create and maintain the reasonable reserves as authorized by Section 6.1, as well as sub-metering costs and charges, if applicable. The Board of Directors must make available to each Unit Owner at least ten days prior to the commencement of each fiscal year a copy of the Annual Budget for the fiscal year.
- C. **Assessment and Payment of Common Expenses.** The total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year is assessed against each Unit in proportion to the Par Value of the Unit, and is a lien against such Unit as of the first day of the fiscal year to which such Annual Budget applies. A Unit Owner is personally liable for all lawful assessments, or installments thereof, levied against their Condominium Unit which become due while they are the owner of a Unit; and this liability of the Unit Owner is in addition to the lien for assessments in favor of the Association on the Condominium Unit created by the Act. Unless otherwise determined by the Board of Directors on or before the first day of each fiscal year, and on the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner is obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one twelfth of the assessment for such fiscal year. Within 60 days after the end of each fiscal year, the Board of Directors must make available to each Unit Owner an itemized accounting of the Common Expenses actually incurred for such fiscal year, together with an itemized statement of the amounts collected pursuant to the assessment adopted by the Board of Directors for such fiscal year, any delinquencies in payment of

assessments, the amount of any surplus or deficit and the amount of the reserves. Common Profits in excess of Common Expenses (including reserves) as at the end of a fiscal year must, in the discretion of the Board of Directors, be returned to the Unit Owners or credited to the assessments due under the Annual Budget for the next succeeding fiscal year, in proportion to the Par Value of their respective Units. The initial capital contribution by each Unit Owner equal to two month's assessment and paid by the Unit Owner upon the purchase of their unit from the Declarant must be conclusively deemed to be contributions to the capital of the Condominium. Part of a Unit Owner's obligation includes sub-metering costs and charges, if applicable, and must be considered assessments and collected as such.

- D. Reserve Fund for Capital Improvements, Replacements and Major Repairs. The Board of Directors must establish and maintain reasonable funds for capital improvements, replacements, and major repairs by providing for a reserve fund in the Annual Budget, segregating such reserve fund on the books of the Condominium, and allocating and paying monthly to such reserve funds for the current fiscal year. The portion of the Unit Owners' assessments paid into such reserve fund is conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve funds may be expended for the purposes of capital improvements, replacements, and major repairs and for operating contingencies of a non-recurring nature. If for any reason, including nonpayment of any Unit Owner's assessment, such reserve fund is inadequate to defray the cost of a required capital improvement, replacement, major repair, or for operating contingencies of a non-recurring nature, the Board of Directors may at any time levy an additional assessment against the Unit Owners in proportion to the respective Par Value of their Units, payable into such reserve fund in a lump sum or in installments as the Board of Directors may determine. The Board of Directors must give notice of any such further assessment on the Unit Owners by a statement in writing giving the amount and reasons therefor, and such additional assessments become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than ten days after the delivery or mailing of such notice of additional assessment. All Unit Owners are obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment. The proportionate interest of any Unit Owner in any reserve fund is considered an appurtenance of their Unit and may not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it is appurtenant, and is deemed to be transferred with such Unit.
- E. Special Assessments. In addition to the assessments authorized above, the Board of Directors may levy a special assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special assessment must be

segregated on the books of the Condominium and expended for the purposes for which it was assessed. Any such special assessments must be assessed in the manner set forth in Paragraph D of this Section 6.1 with respect to additional assessments payable to the reserve fund. Notwithstanding, the Board of Directors may deposit remaining funds, if any, into the reserve fund at the completion of the project for which the special assessments were levied.

- F. **Effect of Failure to Prepare or Adopt Annual Budget.** The failure or delay of the Board of Directors to adopt the Annual Budget for any fiscal year may not constitute a waiver or release in any manner of a Unit Owner's obligation to pay their allocable share of the Common Expenses as herein provided, wherever the same is determined, and in the absence of an Annual Budget or adjusted Annual Budget, each Unit Owner must continue to pay a monthly assessment at the rate established for the preceding fiscal year until a monthly assessment is adopted under such new Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Unit Owner.
- G. **Liability of Unit Owners.** The liability of any Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the Board of Directors is limited to such proportion of the total liability thereunder as the Par Value of their Unit bears to the aggregate Par Values of all Units. Every agreement made by the Board of Directors or by the Managing Agent on behalf of the Unit Owners must provide, to the extent possible, that the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners; and that no Unit Owner has any personal liability thereunder (except as a Unit Owner).
- H. **Accounts.** All amounts collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled in a single fund, but must be held for each Unit Owner in accordance with the Par Value of their Unit.

6.2 Payment of Common Expenses

All Unit Owners are obligated to pay the assessment, which includes any applicable sub-metering costs and charges, for the Common Expenses adopted by the Board of Directors pursuant to Section 6.1. No Unit Owner may exempt themselves from liability for their contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of their Unit. No Unit Owner is liable for the payment of any part of the Common Expenses assessed against their Unit subsequent to a sale, transfer or other conveyance by them of such Unit. The purchaser of a Unit is jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for their proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser is entitled to a statement from the Board of Directors or the Managing Agent, setting forth the amount of the unpaid assessments against the

selling Unit Owner and such purchaser is not liable for, nor is the Unit conveyed subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns are not liable for, and such Unit is not subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to a foreclosure sale, conveyance or assignment. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment is collectible from all Unit Owners, including the purchaser, in proportion to the Par Value of their respective Units. No amendment to this Section affects the rights of any First Mortgagee recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

6.3 Collection of Assessments

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

6.4 Statement of Unpaid Assessments

- A. Upon written request to the Board of Directors by a Unit Owner or Purchaser of a Unit, the Board of Directors, or a duly designated agent thereof, or the Managing Agent, must furnish, within the time period prescribed by the Act, a recordable statement setting forth the amount of unpaid assessments levied against such Unit.
- B. The Board of Directors may impose a reasonable fee for each such statement requested and payment thereof may be a prerequisite to the issuance of a statement.

6.5 Maintenance, Repair, and Replacement

- A. By the Association. The Association, acting through the Board of Directors, is responsible for the maintenance, repair and replacement of the following, the cost of which is charged to all Unit Owners as a Common Expense:
 - 1. The General Common Elements, whether located inside or outside of the Units.
 - 2. All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors, ceilings, entrance doors, and windows of a Unit.
 - 3. Incidental damage caused to a Unit solely by work related to the maintenance, repair or replacement of General Common Elements within or adjacent to the affected Unit done by the Association as authorized by the Board of Directors. The Association is not responsible for the cost of repair or replacement of damage

within a Unit to the extent of damage that existed prior to any work undertaken by the Association with respect to General Common Elements.

- B. By the Unit Owner. Except for the portions of their Unit required to be maintained, repaired or replaced by the Association, each Unit Owner's responsibility includes but is not limited to the maintenance, repair and replacement, at their own expense, of the following: any interior walls; interior surface of ceilings, walls and floor; door locks and hardware; entrance doors; windows; patios; patio walls; balconies (excluding ornamental and non-functional balconies on the street side of the building); lighting fixtures; kitchen and bathroom fixtures; air conditioners; heating system, including air handlers and compressors; appliances and equipment; and water and sewage pipes, located within the boundaries of the Unit and serving only that Unit. Each Unit Owner must keep the interior of their Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and must do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Windows and exterior doors must be maintained to ensure energy efficiency. In addition, each Unit Owner must be responsible for all damage to their Unit and to any and all other Units or to the Common Elements resulting from any failures or breakage of equipment, plumbing or pipes, or any other component or element within and solely servicing the Unit, or any other cause, that results from their failure to make any of the repairs required to be made by them by this Section. Each Unit Owner must perform their responsibilities so as not to unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner must promptly report to the Board of Directors or the Managing Agent any defects or need for repairs for which the Association is responsible.
- C. Windows and Doors. Whenever necessary, the Owner of any Unit must, at their own expense, clean, maintain, repair, and replace all windows, interior and exterior, and all components thereof, including, but not limited to, window frames, glass, storm windows, moving parts and locks, of the Unit, and must, at their own expense, clean, maintain, repair and replace all doors of the Condominium Unit, including any door leading to any terrace, balcony or patio appurtenant to such Condominium Unit. A Unit Owner may not change the external appearance of the windows or doors without written approval from the Board.
- D. Manner of Repair and Replacement. All repairs and replacements must be of first-class quality and, as near as practicable, similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment.
- E. Public Areas. Anything contained in these Bylaws to the contrary notwithstanding, the public areas of the Condominium and those areas exposed to public view (including portions of Units) must be kept in good appearance by the Association or Unit Owners

- who are required to maintain them, as the case may be, and must be maintained in a first-class condition, in conformity with the dignity and character of the condominium, and in a manner which does not adversely alter the value of the Condominium.
- F. **Additional Maintenance, Repair, and Replacement Provision.** As provided by the D.C. Condominium Act, notwithstanding any provision in the Act or the Condominium Instruments that may be to the contrary, the Association may maintain, repair, or replace specified components of a Unit, as well as Limited Common Elements components, for which individual Unit Owners are responsible, using common expense funds, if the failure to perform the maintenance, repair, or replacement could have a material adverse effect upon the Common Elements, the health, safety, or welfare of Unit Owners, or the income and common expenses of the Association. The maintenance, repair, or replacement may be at the expense of the Association or, in the reasonable judgement of the Board of Directors, if a limited number of Units is affected, at the expense of the Unit Owners affected. The expense will be considered for all purposes an assessment against any Unit to which the components of a Unit or Limited Common Element appertains.
- G. **Limited Common Elements.** Notwithstanding any provision in these Bylaws that may be to the contrary, each Unit Owner has the responsibility for the maintenance, repair, and replacement of Limited Common Elements appurtenant or assigned to the Owner's Unit. The railings, fences, walls, posts, gates and hardware that enclose a Unit Owner's patio and/or balcony are the responsibility of the Unit Owner to maintain, repair and replace. As stated in Section 7.2 of the Declaration: The Limited Common Elements are reserved for the use of the Unit to which they are appurtenant by reason of attachment or assignment, to the exclusion of all other Units, and these pass with a Unit, as appurtenant thereto, the exclusive rights to use the Limited Common Elements so appurtenant or assigned. Each Limited Common Element is owned in common by all of the Unit Owners, but is restricted to the use and benefit of the Unit or Units which it serves.
- H. **General Common Elements.** As stated in Section 7.1 of the Declaration: The General Common Elements consist of all Common Elements other than Limited Elements, and include, without limitation the Land; the foundations, roofs, slabs, floors, ceilings, perimeter walls (including exterior decorative and ornamental architectural elements), structural interior walls, elevators, storage areas, mechanical room, corridors, stairs, lobby, trash room, laundry room, utility meters, custodial area, office, pipes (except water and sewage pipes serving only one Unit), water mains, wires, conduits, air duct, lateral serving stacks, public utility lines and meters not owned by the utility suppliers, other service installations regardless of location; maintenance areas; and trees, shrubbery, steps, garden area, and exterior lighting devices, of common use or necessary to the existence, upkeep, use and safety of the Building and other Condominium property.

6.6 Additions, Alterations, or Improvements by the Association

- A. At least once every five years, the Board of Directors must obtain a new or updated reserve study prepared by qualified and appropriately licensed professionals for the purpose of identifying all anticipated budgetary outlays associated with necessary repairs or replacements of existing Common Elements. This includes and is not limited to the roof of the building, external masonry walls, plumbing, and heating, ventilation and cooling systems. Repairs to, or replacement of, existing equipment or building systems may be performed at recommended intervals or as otherwise required at the discretion of a majority of the Board of Directors.
- B. Any additions, alterations, or improvements not specifically addressed in the reserve study and costing less than an amount equal to ten percent of the Annual Budget during any period of 12 consecutive months may be made by the Board of Directors and the cost constitutes part of the Common Expenses. If the Board of Directors deems such additions, alterations, or improvements are exclusively or substantially disproportionately for the benefit of a specific Unit Owner or specific Unit Owners, such Unit Owner or Unit Owners must be assessed in such proportion as they jointly approve. If they are unable to agree, proportions may be determined by the Board of Directors.
- C. Except as provided in 6.6.A and 6.6.B, whenever in the judgment of the Board of Directors the Common Elements require additions, alterations, or improvements costing in excess of an amount equal to ten percent of the Annual Budget during any period of 12 consecutive months, the making of such additions, alterations or improvements must be approved by the affirmative vote of the majority of Unit Owners present in person or by proxy and voting at a regular or special meeting of the Association. If the Board of Directors proceeds with such additions, alterations, or improvements, the cost thereof will be a Common Expense.

6.7 Structural Additions, Alterations or Improvements by Unit Owners

No Unit Owner may make any structural addition, alteration, or improvements in or to their Unit without the prior written consent of the Board of Directors. Structural alterations involve load bearing walls or beams, and demolition of or changes (other than superficial work such as patching or application of new surface treatments) to walls, floors and ceilings partitioning the affected unit and adjacent units. Other alterations requiring pre-approval of the Board are proposed changes to electrical systems, ventilation, plumbing or other utility lines, cables or pipes including those serving one or more other units or impacting any Common Elements or part thereof, and work requiring an asbestos abatement permit. No Unit Owner may paint or alter the exterior of the Building, including the doors and windows or the exterior of the Unit's entrance doors, without the prior written consent of the Board of Directors. No Unit Owner may make changes to any plumbing or electrical systems that impact the Common Elements without

the prior written consent of the Board of Directors. The Board of Directors must answer any written request which must include any necessary Building Permits required by any governmental authority, by a Unit Owner for approval of a proposed structural addition, alteration or improvement (by painting or otherwise) in such Unit Owner's Unit within 45 days after such request, and its failure to do so within the stipulated time constitutes a consent of the Board of Directors to the proposed addition, alteration or improvement, if an appropriate Building Permit is obtained from the government agency with authority. "Consent" does not give rise to any liability on the part of the Association, including as to any contractor, subcontractor, supplier or employee, regarding such addition, alteration, or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The owner must file a copy of any governmental permit with the management office.

6.8 Restrictions on Use of Units and Condominium

- A. The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. A copy of the Rules and Regulations must be furnished by the Association to each Unit Owner prior to the time they become effective.
- B. The use of the Condominium is subject to the following restrictions:
 1. No Unit Owner or other resident of the Condominium may post any advertisements or posters of any kind in or on the Condominium, including but not limited to street-facing windows and the front door area, except as authorized by the Board.
 2. All Units are to be used for private residential purposes. Units may be used for teleworking, remote working, or other business conducted in a manner consistent with residential living where in-person business conducted with other business employees, business associates, or customers is not regularly conducted in the Building, including in Units and Common Elements. Units may not be used as offices or other places of business that are accessed by other business employees, business associates, or customers of the Unit Owner (or their tenant) for purposes of conducting business; meetings with business clients or customers for business purposes or delivery of services; or temporary lodging or accommodations provided by any business to its officers, employees, or customers (excepting those who lease the Unit for 12 months or longer). In addition to the restrictions herein, no activity may be conducted or maintained in any Unit or upon any of the Common Elements which is not in conformity with the zoning regulations and laws of the District of Columbia.
 3. No clothing, laundry, rugs, or wash may be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All

- refuse and trash must be deposited in bins or chutes designated for such purposes and in a manner prescribed by the Board of Directors or Managing Agent.
4. Absent the prior written approval of the Board of Directors, no animal, including common household pets, may be kept or maintained on the Condominium property, except that two common household pets may be kept in a Unit without the approval of the Board of Directors. No animals may be kept, bred, or maintained for commercial purposes on the Condominium property. Any Unit Owner who keeps or maintains any pet in the Condominium is responsible and may be assessed by the Board of Directors for any costs incurred by the Condominium Association for damage caused by the pets or for enforcement of pet violations including the Rules and Regulations prescribed or to be prescribed by the Board of Directors regarding pets in the Condominium.
 5. Unit Owners, residents, and lessees must exercise extreme care to avoid unnecessary noise or the use of appliances, musical instruments, radios, televisions, or electronic devices that disturb other residents.
 6. No smoking is permitted in the Building, including all Common Elements, all Limited Common Elements, all individual Units, and in or on the grounds of the Condominium. No secondhand smoke is permitted in or on the Condominium. All forms of smoking are banned except where such a ban is found to be inconsistent with District of Columbia law. "Smoking" includes, but is not limited to, the act of puffing, having in one's possession, holding, or carrying a lighted or smoldering cigar, cigarette, pipe, or smoke equipment or apparatus of any kind, including vaping. Smoking, in any manner and with any substance, with or without a device, is prohibited in or on Condominium property, including in Condominium Units. This provision to the Bylaws banning smoking in Units takes effect one year after this Amendment is recorded with the D.C. Recorder of Deeds.
 7. No nuisances are allowed in the Condominium nor any use or practice which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.
 8. No Unit Owner, resident, lessee, or their agent may install new wiring or equipment for electrical or electronic telephone installation, internet connectivity, cable or satellite television or other antennas or other equipment, which is attached to or penetrates through the walls or the roof of the Building except as authorized by the Board of Directors.
 9. No Unit or Common Elements of the Condominium may be used for any unlawful, immoral or improper purpose.
 10. A Unit Owner may not place or cause to be placed in the public hallways, walkways, alleyways or other Common Elements any furniture, packages or

objects of any kind other than a doormat acceptable to the Board. The public hallways, walkways and alleyways may not be used for any purpose other than for normal transit through them. Bicycles may only be placed in designated areas.

11. No washers or dryers may be installed in any Unit, except with the prior written approval of the Association and under any regulations prescribed by the Board of Directors, and in conformity with applicable building codes.
12. No Unit Owner, resident or lessee may direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee, nor may they direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Association during hours that such employee or contractor is being paid by the Condominium, unless expressly directed by the Managing Agent or a Board member as authorized by the Board of Directors.
13. No activity may be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.
14. In the use of the Units and the Common Elements of the Condominium, Unit Owners must also obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors.
15. The Common Elements may be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of the Units for residential living.
16. A Unit Owner may not lease their Unit for an initial term of less than 12 months, after which the same lease and tenancy may be extended on a month-to-month or greater basis. A fully conformed copy of the lease or renewal thereof and any Association Addendum to the lease must be delivered to the Board of Directors within seven days after execution; such lease must be consistent with the provisions of the Condominium Instruments, as the same may be amended from time to time, and with the Rules and Regulations of the Condominium, including any regulation requiring specific language in the lease or an addendum thereto; and the Board of Directors has the power to terminate a lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder and at lessor expense, in the event of a default by the tenant in the performance of the lease. The restrictions of this paragraph regarding the term of leases do not apply to the First Mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale, or transfer or conveyance in lieu of foreclosure.

C. One-Year Leasing Restriction. No Unit Owner may lease any Unit for a period of one

year from the date that the deed conveying the Unit to the Unit Owner is recorded by the Recorder of Deeds of the District of Columbia.

1. This one-year leasing restriction does not apply to Units purchased prior to the recording of these Amended and Restated Bylaws; does not apply to Units where the new Unit Owner was named as the beneficiary of a trust holding title to the Unit if the prior Unit Owner held the title prior to the recording of these Amended and Restated Bylaws; and does not apply to Units where the new Unit Owner acquired title to the Unit by gift or bequest (not in exchange for consideration) directly from a Unit Owner who held title to the Unit prior to the recording of these Amended and Restated Bylaws. This subsection applies to all Units sold and all other transfers of titles to Units to another Owner after the recording of these Amended and Restated Bylaws.
 2. This one-year leasing restriction does not apply if the Unit is occupied by the spouse, parent, children, step-children, foster children, step-parents, foster parents, grandparents, and grandchildren, or other direct lineal relatives of the Owner.
 3. This one-year leasing restriction does not apply to the rental of Units owned by the Association or by any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a result of foreclosure sale or other judicial sale, or a result of any proceeding, arrangement, assigning, or deed in lieu of foreclosure.
 4. When an owner decides for the first time to lease a specific unit, they must first obtain prior written approval by the Board or its designee to confirm that the proposed lease is consistent with the governing documents of the Condominium Association.
 5. The Board of Directors has the power and authority to adopt additional Rules and Regulations regarding the administration of the leasing restriction, so long as the Rules and Regulations are applied consistently and uniformly to similarly-situated Unit Owners. Such Rules and Regulations may include, but are not limited to, Rules governing availability of relief in certain circumstances, including if an Owner would suffer substantial hardship by application of the leasing restriction; leasing of a Unit notwithstanding applicable leasing restrictions in exchange for the Owner's payment of an additional monthly assessment in an amount determined reasonable by the Board; and the timing of the application of leasing restrictions in the event a Unit is occupied by a lessee or tenant at the time title transfers to a new Unit Owner.
- D. The Association, through the Board of Directors, has the right to enforce these provisions by any proceeding at law or in equity, to enjoin an existing or intended violation and/or to recover damages, if any, or by any means and remedies authorized by the Declaration,

Bylaws or Rules and Regulations, or the Act, or law, including, but not limited to, the imposition of monetary charges, suspension of use of Association amenities, or other such action as may be necessary. Failure to enforce any provision may in no event be deemed a waiver of the Association's rights. The Association is entitled to reimbursement for all attorneys' fees and costs incurred in any actions (legal or administrative or otherwise) that are initiated to enforce these provisions as awarded by the Court.

6.9 Right of Access

Each Unit Owner grants a right of access to their Unit to the Board of Directors, the Managing Agent and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in their Unit and threatening another Unit or Common Element, or for the purpose of performing installations, alterations or repairs to any fireplace, the mechanical or electrical services or other Common Elements in their Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, the right of entry is immediate whether the Unit Owner is present at the time or not. To the extent that damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner or the Unit Owners Association if it caused the same is liable for the prompt repair thereof. Each Unit Owner must provide copies of any keys or electronic codes required for access to a Unit to the Managing Agent to facilitate access to a Unit where needed in an emergency or for other purposes. Where such keys or electronic codes have not been provided there is no liability on the association for any damage to a Unit caused when access must be obtained in an emergency, or for other purposes where reasonable notice to the Unit Owner does not result in timely access to the Unit. If there is an emergency, no notice is required.

6.10 Limitation of Liability

The Association is not liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association is not liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments, as herein elsewhere provided, may be claimed or allowed, including but not limited to, for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for

the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance, if any.

ARTICLE VII
INSURANCE, DESTRUCTION, RESTORATION,
CONDEMNATION, AND DISTRIBUTION

7.1 Authority

The Board of Directors must obtain and maintain casualty and liability insurance under such terms and for such amounts as deemed necessary by the Board of Directors, but in no event less than the amount required by Section 7.2 hereof. The insurance premiums paid by the Board must be charged as items of Common Expense. Such insurance coverage must provide for the issuance of certificates of insurance and mortgagee endorsements to all First Mortgagees of the Units, if requested. Such insurance coverage must be written on the Condominium and must provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and their mortgagee according to their Percentage Interest.

7.2 Coverage

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

- A. loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and
- B. such other risks as customarily are covered with respect to condominiums similar in construction, location and use as the Directors in their sound discretion may deem advisable. Such coverage must insure the Building (including all of the Units and the bathroom, laundry and kitchen equipment, carpeting sold with the Unit, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), and other Condominium property including all personal property included in the Common Elements. If there is a steam boiler in operation, the

Condominium must have boiler explosion insurance in an amount not less than \$50,000 per accident per location. The Condominium must be insured against liability for personal injury and property damage in such amounts and in such forms as required by the Board, which, however, in no event may be less than \$1,000,000 with respect to any one occurrence. All liability insurance must contain cross-liability endorsements to cover liabilities of the Association as a group, the Board and each individual Unit Owner. The deductible, if any, on any policy of insurance purchased by the Board of Directors, must be paid by the Association unless the loss or damage arises from the negligence of a Unit Owner or an event which initially occurred or originated in or to a Unit, including all equipment, plumbing or pipes that serve only that Unit. This includes, but is not limited to, damage caused by pipes, waste lines and supply lines. In such a case, the Owner of the Unit where the event or cause occurred or originated is responsible for the deductible up to \$5,000, or any higher deductible subsequently provided for in the Condominium Act, and all damages to the Unit that are not covered by the Association's policy. In the case of a claim involving one or more Units not involving common elements damage, each Unit Owner is responsible for any and all respective damage, unless the claim is covered by the Association policy or individual policy. The deductible is then paid pro-rata by the Unit Owners involved. Workmen's Compensation insurance must be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners.

7.3 Limitations

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

- A. Each policy must be written with a company or companies which are licensed to do business in the District of Columbia and which holds a rating of "A-X" or better in the current edition of Best's Key Rating Guide.
- B. No insurance coverage obtained and maintained pursuant to the requirements of this Article VII may be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Article must exclude such policies from consideration.
- C. Each policy must provide that it may not be cancelled or substantially modified or reduced without at least 30 days' prior written notice to all insured named thereon, including all named First Mortgagees.
- D. Each policy of casualty insurance must provide that, notwithstanding any provisions thereof which gives the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option must not be exercisable without the prior

written approval of the Board of Directors.

- E. Each policy must contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Association, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured, provided, however, any subrogation rights provided by the Condominium Act must be available to the Association.
- F. Each policy must contain provisions that its coverage not be prejudiced by any act or neglect of any occupants or Unit Owner of the Condominium or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; and that it not be prejudiced by failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control.

7.4 Notice of Insurance Coverage

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

7.5 Individual Policies

Each Unit Owner or any mortgagee must obtain at their own expense additional insurance, including a "condominium unit owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance should contain the same waiver of subrogation provision as that required by Section 7.3E hereof. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Condominium Unit Owner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Unit Owner. No Unit Owner may maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force at any particular time; the Board of Directors may require that each Unit Owner file with the Managing Agent a copy of each individual policy of insurance purchased by the Unit Owner within 30 days after its purchase; the Board of Directors may also require that each Unit Owner notify the Board of Directors of all improvements made by them to their Unit having a value in excess of \$1,000. Each Unit Owner should consult with their insurance professional as to insurance coverages and amounts to best protect the Unit and Unit owner. Tenants also need to obtain the necessary insurance to protect their interests.

7.6 Insurance Trustee

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

7.7 Covenants for Benefit of Mortgagees

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

- A. Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds must be payable jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.
- B. If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid may not be reconstructed or repaired, then and in that event, the Condominium must be deemed to be owned in common by the Unit Owners and must be subject to an action for partition upon the suit of any Unit Owner or mortgagee in which event the net proceeds of sale together with the net proceeds of any insurance must be distributed pro rata to the Unit Owners, after first paying off, out of the share of each Unit Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of such Unit Owner. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

7.8 Reconstruction

If any part of the Condominium is damaged by casualty, the determination of whether or not to reconstruct or repair the same must be made as follows, subject to the provisions of the Condominium Declaration:

- A. Where there is a partial destruction, which means destruction which does not render two-thirds or more of the Units untenable, there must be compulsory reconstruction or repair.
- B. Where there is total destruction, which means destruction which does render more than

two-thirds of the Units untenable, reconstruction or repair is not compulsory unless at a special meeting which must be called within 90 days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 120 days after the occurrence of the casualty, all of the Unit Owners unanimously vote in favor of such reconstruction or repair.

- C. If any Building or improvement standing or erected upon the Condominium is destroyed or damaged by some casualty and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof must, at least, be to the extent of the replacement value of the property destroyed or damaged; and as nearly as practicable to the character of the Building or improvement existing immediately prior to such casualty. Any reconstruction or repair must be done in accordance with the outstanding building code requirements of the District of Columbia and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner is responsible for reconstruction and repair after casualty and is entitled to apply, with the assistance of the Board of Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty must be that of the Board of Directors.
- D. The proceeds of insurance collected on account of casualty and funds received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty constitutes a construction fund which must be disbursed in payment of the costs of reconstruction and repair in the following manner:
1. If the amount of the estimated cost of reconstruction and repair is ten percent of the replacement value of the Condominium or less (as estimated by the Board of Directors) then the construction fund must be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund must be disbursed in the manner hereinafter provided;
 2. If the estimated cost of reconstruction and repair of the building or other improvement is more than ten percent of the replacement value of the Condominium then the construction fund must be disbursed in payment of such costs upon approval of an architect qualified to practice in the District of Columbia and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect must be required to furnish a certificate giving a brief description of the services rendered and materials furnished by various contractors, subcontractors, the architect, or other persons who have rendered services or furnished materials in

connection with the work, and stating that:

- a. The sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished;
- b. There is no other outstanding indebtedness known to the architect for the services and materials described; and
- c. The cost as estimated by the architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

7.9 Condemnation

A taking of, injury to, or destruction of part or all of the Condominium by the exercise of the power of eminent domain is considered to be included in the term damage or destruction as provided in Section 7.7A and 7.7B hereof and the award or settlement or any other compensation arising out of any taking or condemnation must be treated in the same manner as insurance proceeds arising from a casualty loss.

7.10 Assessments if Insurance is Inadequate

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

7.11 Disbursements

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

7.12 Notification

The Board of Directors must notify the First Mortgagee of the Unit whenever damage to the

Unit covered by the mortgage exceeds \$1,000; and all First Mortgagees whenever damage to the Common Elements exceeds \$10,000.

ARTICLE VIII MORTGAGES

8.1 Notice to Board

A Unit Owner who mortgages their Unit must notify the Board through the Managing Agent of the name and address of their mortgagee; the Board must maintain such information in a book or file entitled "Mortgagees of Units."

8.2 Notice of Unpaid Assessments

The Board, whenever so requested in writing by a mortgagee, must promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

8.3 Notice of Default

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

8.4 Examination of Books

Each Unit Owner and each First Mortgagee is permitted to examine the books of account of the Condominium at reasonable times, on business days.

8.5 Notice of Meetings

Upon request, each First Mortgagee of a Unit may receive notice, in writing, of all meetings of the Association, and must be permitted to designate a representative to attend all such meetings.

ARTICLE IX NOTICE

9.1 Manner of Notice

Unless specified otherwise in these Bylaws or by law, or both, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any

mortgagee, Director or Unit Owner, it is not to be construed to require personal notice, but such notice may be given in writing, by U.S. mail, by depositing the same in a post office or letter box, in a post-paid sealed envelope, addressed to such mortgagee, Director or Unit Owner at U.S. mail such address as appears on the books of the Condominium, and such notice is deemed to be given at the time when the same is mailed. The Association may provide notice electronically, unless these Bylaws, or D.C. law, or both require otherwise. Owners may request that notice be delivered electronically via an email address on file with the Management Office in lieu of notice by U.S. mail or in addition to U.S. mail, but assumes all risks associated with a failure of delivery of the electronic notice.

9.2 Waiver of Notice

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

ARTICLE X AMENDMENT OF BYLAWS

10.1 Amendment of Bylaws

At a meeting of the Association called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least two-thirds of the votes in the Association. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least 30% of the votes in the Association. No amendment to the Bylaws becomes effective until Recorded.

10.2 Approval of Mortgagees

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

ARTICLE XI
COMPLIANCE AND DEFAULT

11.1 Relief

Each Unit Owner is governed by, and must comply with, all of the terms of the Condominium Instruments and the Rules and Regulations, and any amendments of the same. A default by a Unit Owner entitles the Association acting through the Board of Directors or Managing Agent, to the following relief:

- A. **Legal Proceedings.** Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations is grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, by the Condominium through a non-judicial foreclosure or through a court of law and any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner. No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after 15 days' written notice to the First Mortgagee on the Unit which is the subject matter of the proceeding.
- B. **Additional Liability.** Each Unit Owner is liable for the expenses of all maintenance, repair or replacement rendered necessary by their act, neglect or carelessness, or the act, neglect or carelessness of any member of their family or their employees, agents, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability includes any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, may be construed as modifying any waiver by an insurance company of its rights of subrogation.
- C. **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by a Unit Owner, the substantially prevailing party is entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.
- D. **No Waiver of Rights.** The failure of the Association, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Rules and Regulations does not constitute a waiver of the right of the Association, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Association, Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations are deemed to be

cumulative and the exercise of any one or more thereof may not be deemed to constitute an election of remedies, nor does it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.

- E. Interest. In the event of a default by any Unit Owner which continues for a period in excess of 15 days, the owner is obligated to pay interest on the amounts due at the highest permissible rate of interest from the due date thereof.
- F. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Condominium Instruments, (after due notice to the Unit Owner that the violation or breach constitutes an immediate danger to the Condominium and Unit Owners) gives the Board of Directors the right, in addition to any other rights set forth in these Bylaws: to enter the Unit in which, or as to which, the violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist, therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors is not thereby deemed guilty in any manner of trespass; or to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

11.2 Lien for Contributions

- A. The total annual contribution of each Unit Owner for the Common Expenses levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner within the purview of the Act, which lien is effective as of the first day of each fiscal year of the Condominium. The Board of Directors, or Managing Agent, may file or Record such other or further notice of lien, or such other or further document as may be required by the then laws of the District of Columbia to confirm the establishment of such lien.
- B. In any case where an assessment, which includes sub-metering costs and charges, if any, against a Unit Owner is payable in installments, upon a default by the Unit Owner in the payment of any single installment, which continues for 15 days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at the lesser of ten percent per annum or the maximum rate of interest permitted to be charged to natural persons in the District of Columbia with respect to first mortgage loans at the time such installment or assessment became due, and the cost of collection thereof, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent. The Board of

Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. Delinquent Unit Owners are prohibited from voting at any meeting of the Unit Owners Association until the amounts necessary to release their liens have been paid.

- C. The lien for assessments may be foreclosed in the manner provided by the laws of the District of Columbia by suit brought in the name of the Board of Directors, acting on behalf of the Association or by the Condominium throughout a non-judicial foreclosure. During the pendency of the suit the Unit Owner is required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in the proceedings has the right to the appointment of a receiver, if available under the then laws-of the District of Columbia.
- D. Except as provided by law, the lien for assessments is prior to all other liens and encumbrances except liens and encumbrances Recorded prior to the recordation of the Declaration; liens of any first priority mortgage or deed of trust on such Unit Recorded prior to the due date of such assessment or the due date of the first installment payable on such assessment; and liens for real estate taxes and municipal assessments or charges against the Unit.

11.3 Information to be Furnished in the Event of Resale by a Unit Owner

- A. The Board of Directors or a duly designated agent of the Managing Agent, upon written request of any Unit Owner, must furnish to such Unit Owner the statements prescribed by the Act.
- B. The Board of Directors may impose a reasonable fee to furnish all the information required in accordance with Paragraph A, and payment thereof is a prerequisite to the issuance of any such statement.

ARTICLE XII MISCELLANEOUS

12.1 Compliance

These Bylaws are set forth in compliance with the requirements of the Act.

12.2 Conflict

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

12.3 Severability

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

12.4 Waiver

No restriction, condition, obligation or provision of these Bylaws may be deemed to be abrogated or waived by reason of any failure to enforce the same.

12.5 Captions

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

12.6 Number and Gender

Whenever in these Bylaws the context so requires, the singular number includes the plural and the converse; and the use of any gender is deemed to include all genders.

12.7 Consents

Any other provision of these Bylaws or of the Declaration to the contrary notwithstanding, neither the Association nor the Board of Directors may institute any proceeding (or by omission cause or allow to occur), without the prior written consent of at least two-thirds of the First Mortgagees (based upon one vote for each first mortgage owned) and two-thirds of the unit Owners (not including Declarant) to take any of the following actions:

- A. Change any Unit's Undivided Interest in the Common Elements unless permitted by the Condominium Act;
- B. Partition or subdivide any Unit (including the subdivision of a Unit that has previously been adjoined), or any Unit's Undivided Interest in the Common Elements, nor subdivide, abandon, encumber, sell or transfer the Common Elements, unless permitted by the Condominium Act;
- C. Seek to abandon or terminate the Condominium status of the property except as provided by the Act in the case of substantial loss to the Units and/or the Common Elements;
- D. Modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards, unless permitted by the

Condominium Act;

- E. Use the proceeds of casualty insurance for any purpose other than restoration, repair or replacement, except as otherwise provided in the Act in the case of substantial loss.

12.8 Notice of Loss to or Taking of Common Elements

The Board of Directors must give written notice to Federal Home Loan Mortgage Corporation (c/o its Servicer) of any loss to or taking of the Common Elements of the Condominium, if such loss or taking exceeds \$10,000 or, with respect to a Unit covered by a mortgage which has been purchased, in whole or in part, where the loss or taking exceeds \$1,000.

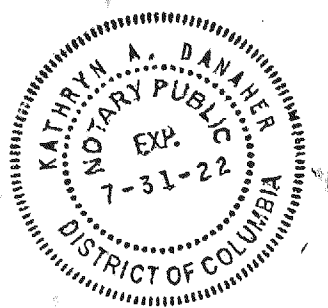
These Amended and Restated Bylaws are signed on the 25 day of February, 2022.

ATTEST: THE CAIRO CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Thomas L. McGovern Secretary
By: Gil Thompson President
THOMAS L. MCGOVERN Secretary
GIL THOMPSON President
Treasurer

District of Columbia, ss:

Kathryn A. Danaher
I, ~~Jack Ryan~~ a Notary Public in and for the District of Columbia, do hereby certify that on this 25 day of February, 2022, personally appeared before me Gilbert "Gil" Thompson as President of THE CAIRO CONDOMINIUM UNIT OWNERS ASSOCIATION, known to me (or satisfactorily proven) to be the person who executed the foregoing and acknowledged the same to be the act and deed of the Association.



Kathryn A. Danaher
Notary Public Kathryn A. Danaher
My Commission Expires: 7.31.2022

CERTIFICATION

The undersigned officers of THE CAIRO CONDOMINIUM UNIT OWNERS ASSOCIATION hereby certify the foregoing Amended and Restated Bylaws were approved by the affirmative vote of Unit Owners representing at least two-thirds (2/3) of the total votes (Percentage Interests) in the Association at a meeting of the Association duly called for such purpose.

ATTESTED: THE CAIRO CONDOMINIUM UNIT OWNERS ASSOCIATION

Gil Thompson President
Thomas L. McGovern Treasurer
By: Thomas L. McGovern Secretary
~~THOMAS L. MCGOVERN~~ Secretary
THOMAS L. MCGOVERN, Treasurer

LEGAL DESCRIPTION

Lot 107 in Square 179 in a subdivision made by Cairo Development Associates, as per plat of Condominium Subdivision recorded in Condominium Book 23 at page 19, among the records of the Office of the Surveyor for the District of Columbia.

Doc #: 2022025642
Filed & Recorded
03/07/2022 04:43 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50