

**BYLAWS
OF
FOXHALL CRESCENTS HOMEOWNERS
ASSOCIATION, INC.**

May 4, 1994

**Board of Zoning Adjustment
District of Columbia
CASE NO.20636
EXHIBIT NO.83B**

BYLAWS
OF
FOXHALL CRESCENTS HOMEOWNERS
ASSOCIATION, INC.

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BYLAWS
OF
FOXHALL CRESCENTS HOMEOWNERS
ASSOCIATION, INC.

ARTICLES I

PLAN OF ORGANIZATION

Section 1. NAME. The name of the Corporation is Foxhall Crescents Homeowners Association, Inc.

Section 2. OFFICES. The principal office of the Corporation in the District of Columbia shall be located at One Thomas Circle, N.W., Suite 350, Washington, D.C. 20005. The Corporation may change its principal office and may have such other offices, either within or without the District of Columbia, as the Directors may from time to time determine.

The Corporation shall have and continuously maintain in the District of Columbia a registered office and registered agent whose office is identical with such registered office, as required by the District of Columbia Nonprofit Corporations Act. The registered office and the registered agent and/or their respective addresses may be changed from time to time by the Directors. The registered office may be, but need not be, identical with the principal office of the Corporation in the District of Columbia.

Section 3. APPLICABILITY OF BYLAWS. The provisions of these Bylaws are applicable to all present and future owners, mortgagees, lessees and occupants of Foxhall Crescents and their employees, and any other person who may use the facilities of Foxhall Crescents in any manner. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Home or Site shall conclusively establish the acceptance and ratification of the Articles of Incorporation and these Bylaws, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Home or Site and shall constitute and evidence an agreement by such person to comply with the same.

Section 4. DEFINITIONS. The following words when used in these Bylaws or any Amendment hereto shall have the following meanings:

(a) "Association" shall mean Foxhall Crescents Homeowners Association, Inc., its successors and assigns.

(b) "Common Expenses" shall mean the costs of providing for the operation, care, upkeep, maintenance, repair, replacement, insurance and surveillance of those parts of Foxhall Crescents which are the responsibility of the Association and the Board of Directors, including, but not limited to the Common Properties, and shall include those costs which the Association agrees to share

with the Other Crescents pursuant to Article V, Section 7, the costs of operating the Association and all other expenses incurred by the Association, its Directors, Officers and Agents, which do not conflict with these Bylaws.

(c) "Common Properties" shall mean those areas or facilities of Foxhall Crescents designated as such on Exhibit B (Easement Plat), that are hereby ~~devoted to the use and enjoyment~~ (in the manner set forth in these Bylaws) of the Members of the Association. These areas or facilities are not owned by the Association or by Members as tenants in common, but are included as a part of individually owned Sites subject to the covenants, conditions and restrictions in these Bylaws.

(d) "Foxhall Crescents" or "Crescent(s)" shall mean the real estate particularly described on Exhibit A attached hereto and made a part hereof, and any present or future improvements thereon.

(e) "Fractional Share" shall mean that portion of the total Common Expenses for which each Member shall be liable. Each Member's Fractional Share shall be a fraction, the numerator of which is the number of Sites owned by the Member in Foxhall Crescents and the denominator of which is the total number of Sites in Foxhall Crescents.

(f) "Home" shall mean any single unit residential structure in Foxhall Crescents.

(g) "Member" shall mean the record owner, whether one or more persons or entities, of the fee simple title to a Site in a Foxhall Crescents, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title to a Member's Site pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Other Crescents" shall mean the group of Sites identified as Crescents 2, 3, 4 and 5 on the plat attached hereto as Exhibit C.

(i) "Site" shall mean a separately described parcel of real property upon which a Home or a single unit residential structure may be or has been constructed in Foxhall Crescents. A Site may include areas designated as Common Properties. The term "Site" shall include a Home, if any, constructed thereon unless the contrary is expressly provided. Exhibit A (Plat) shows an outline of each Site. The Site number designations are for purposes of these Bylaws only and have no independent meaning (such as order of development, tax lot designation, or the like).

(j) "Undisturbed Internal Areas" shall mean those areas more particularly described in Exhibit B.

(k) "Undisturbed Perimeter" shall mean that area of Foxhall Crescents within thirty (30) feet of the exterior boundary of Foxhall Crescents (except for certain areas specifically excluded for vehicular or other access and seven (7) additional exceptions), all as more particularly shown on Exhibit B.

ARTICLE II

HOMEOWNERS ASSOCIATIONS

Section 1. COMPOSITION. The only members of the Association shall be Members as defined in Article I, Section 4(g). Membership shall be appurtenant to and may not be separated from ownership of any Home and/or Site in Foxhall Crescents. The Members of the Association, acting as a group in accordance with these Bylaws, shall constitute the Association, which shall have the responsibility of administering and arranging for the management of the Crescents. The Association shall establish the means and methods of collecting the contributions to the Common Expenses and perform all of the other acts that may be required to be performed by the Association by these Bylaws. Except as to those matters which these Bylaws specifically require to be performed by the vote of the Members, the administration of the foregoing responsibilities shall be performed by the Board of Directors or the Officers, as more particularly set forth in Articles III and IV.

Section 2. ANNUAL MEETINGS. The annual meetings of the Association shall be held on a date specified by the Board of Directors approximately one year from the date of the preceding annual meeting. At such annual meetings the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 2 and 3 of Article III of these Bylaws.

Section 3. SPECIAL MEETINGS. Special meetings of the Association may be called by the President, a majority of the Board of Directors, or by Members holding at least twenty percent (20%) of the votes. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. PLACE OF MEETING. The party at whose request a meeting is called pursuant to Sections 2 or 3 above shall designate a location within the District of Columbia as the place for the annual meeting or special meeting so called.

Section 5. NOTICE OF MEETINGS. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than ten (10) or more than

thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the person(s) calling the meeting, to each Member of the Association at his address as shown on the records of the Association. In lieu of delivering notice as above, the Association may publish notice of any annual or special meeting of Members in the manner provided by law. A Member may, in writing signed by him, waive notice of any meeting before or after the date of the meeting stated therein.

Section 6. INFORMAL ACTION BY MEMBERS. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed a majority of the Members of the Association.

Section 7. QUORUM AND MANNER OF ACTING. Members or proxies constituting twenty percent (20%) of the total votes available to be cast shall constitute a quorum at any meeting unless provided otherwise in the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members present or represented entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. The act of a majority of the votes cast at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 8. CONDUCT OF MEETINGS. The Directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. Every proxy shall be executed in writing by the Member and filed with the Secretary of the meeting for which such proxy is being used. Every proxy shall be revocable and shall be valid only for a period of eleven months from the date upon which it is signed, unless otherwise provided in the proxy. Any proxy shall automatically cease upon conveyance by the Member of his Site.

Section 10. TITLE TO SITES. Title to Sites may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association, trust, or other entity capable of holding title to real property in the District of Columbia, or any combination thereof.

Section 11. VOTING. Each Member not in default of any

obligation hereunder shall be entitled to cast one vote for each Home or Site owned in Foxhall Crescents at all meetings of the Association. Where the ownership of a Home or Site is either in more than one person or in an entity other than an individual, then the person who shall be entitled to cast the vote of such Members shall be the person named in a certificate signed by all of the individual Members who own the Home or Site, or by an officer authorized to act for the entity which owns the Home or Site, and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. Wherever the approval or disapproval of a Member is required by these Bylaws, it shall only be made by the person who would be entitled to cast the vote to which the Home or Site is entitled. Except where a greater number is required by these Bylaws, a majority of the Members present in person or by proxy is required to adopt decisions at any meeting of the Association.

ARTICLE III

DIRECTORS

Section 1. QUALIFICATION. Directors must be individuals who are Members of the Association.

Section 2. NUMBER AND TENURE. The number of Directors shall be five. A change in the number of Directors shall be made only by amendment to these Bylaws.

Directors shall serve for a term of three years. Any vacancy occurring due to the resignation or death of an elected Director shall be filled by the affirmative vote of a majority of Directors, though less than a quorum. If the vacancy has not been previously so filled, it shall be filled at the next succeeding meeting of the Association.

Section 3. POWERS AND DUTIES. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Crescent and the Association and may do all such acts and things as are not prohibited by these Bylaws directed to be exercised and done by the Associations. The Board of Directors shall delegate to the President of the Board of Directors the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following:

- (a) preparation of an annual budget, in which there shall be

established the contribution of each Member to the Common Expenses;

(b) making assessments against Members, establishing the means and methods of collecting such assessments from the Members, and establishing the period of the installment payment of special assessments for Common Expenses;

(c) providing for the operation, care, upkeep, maintenance and surveillance of the Common Properties within the Crescent, in accordance with the requirements of Article V;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Properties within the Crescent and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the property of the Association;

(e) collecting the assessments against the Members, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Association;

(f) adopting and amending Rules and Regulations deemed appropriate for the use and enjoyment of the Crescent, not inconsistent with these Bylaws;

(g) opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(h) making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Common Properties, and repairs to, and restoration of, said Common Properties in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty; where casualty has resulted in damage or destruction to any one or more Homes in addition to the Common Properties, approving and overseeing the repair of the Site is governed by Article X;

(i) enforcing by legal means the provisions of these Bylaws and the Rules and Regulations for the use and enjoyment of the Crescent, and bringing any proceedings which may be instituted on behalf of the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these Bylaws, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Crescent and the Association and not billed to Members;

(l) keeping books with detailed accounts in chronological order of the receipts and expenditures, specifying the maintenance and repair expenses of the Common Properties in and outside the Crescent and any other expenses incurred. The books and vouchers accrediting the entries thereupon and the records of the Board of Directors and the Association shall be available for examination by the Members and the duly authorized agents or attorneys of the Members, during normal business hours. All books and records shall be kept in accordance with generally accepted accounting principles.

(m) issuing, or causing an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(n) sending written notice of each special assessment to Members and sending written notice of the annual assessment to every Member, as required in Article V;

(o) keeping a complete record of all its acts and corporate affairs and presenting a statement thereof to the Members at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by Members;

(p) supervising all officers, agents and employees of the Association and seeing that their duties are properly performed;

(q) doing other such other things and acts not inconsistent with these Bylaws, which it may be authorized to do by a resolution of the Association.

Section 4. MANAGING AGENT. The Board of Directors may employ for the Association a professional Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in paragraphs (a), (c), (d), (e), (g), (i), (j), (k), (l), (m), (n) and (o) of Section 3 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (h), and (p) of Section 3 of this Article III; provided, however, that any action taken by the Managing Agent with respect to the power set forth in paragraph (i) of Section 3 of this Article III shall require the proper written consent of the Board of Directors. Any contract with a Managing Agent shall be for a term that does not exceed three (3) years and shall provide that it may be terminated by either party, without cause or payment of a termination fee.

Section 5. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS. At any regular or special meeting of the Association duly called, any one or more Directors may be removed with or without cause by the vote of a majority of the Members entitled to vote at meetings of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting.

Section 6. [?] ORGANIZATIONAL AND REGULAR MEETINGS. The organizational meeting of the Board of Directors shall be held within approximately one month following the annual meeting of the Members at such time and place as may be fixed from time to time by resolution adopted by the affirmative vote of the majority of the Board of Directors. The Board of Directors may provide by resolution adopted by the affirmative vote of the majority the time and place for the holding of additional regular meetings of the Board.

Section 7. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors on five (5) days notice to each Director, given by telephone, mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Such persons calling a special meeting of the Board of Directors may fix any reasonable location as the place for holding such special meeting.

Section 8. WAIVER OF NOTICE. Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 9. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 10. FIDELITY BONDS. The Board of Directors shall obtain a fidelity bond or insurance covering dishonest acts on the part of Directors, managers, volunteers, trustees, officers and employees (without regard to whether the foregoing serve with or without compensation) of the Association handling or responsible for handling funds belonging to or administered by the Association. Such bond or insurance shall name the Association and the Members as the named insured and the amount of such bond or insurance shall

be in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. Such bond or insurance shall include an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers. The premiums on such bond or insurance shall constitute a Common Expense. If a bonded Managing Agent has control over the funds of the Association, the fidelity bond described above will not be required.

Section 11. COMPENSATION. No Director shall receive any compensation from the Association for acting as such.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with these Bylaws.

Section 13. ACTION BY WRITTEN CONSENT IN LIEU OF A MEETING. Any action required or permitted to be taken at a meeting of the Directors pursuant to these Bylaws may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by a majority of the Directors, and any such action taken pursuant to such written consent signed by a majority of the Directors shall be as fully effective as if approved at a duly held meeting of the Board of Directors.

Section 14. LIABILITY OF THE BOARD OF DIRECTORS. The Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Directors from and against all liability to others arising out of contracts made, or other action taken, by the Board of Directors on behalf of the Association unless any such contract or action shall have been made in bad faith or contrary to the provisions of these Bylaws. It is intended that the Directors shall have no personal liability greater than that of any other Member with respect to any contract made by them on behalf of the Association. In executing any agreement made by the Board of Directors or by the Managing Agent on behalf of the Members, the Directors, or the Managing Agent, as the case may be, shall be acting only as agents for the Members and shall have no personal liability thereunder (except as Members, or except in the case of gross negligence, willful misconduct or bad faith).

ARTICLE IV

OFFICERS OF THE ASSOCIATION

Section 1. DESIGNATION. The Officers of the Association shall be the President, Vice-President and Secretary-Treasurer. Only the President must be elected by the Board from among the Directors. The Board of Directors may appoint an Assistant Secretary and such other Officers as in its judgment may be necessary.

Section 2. ELECTION OF OFFICERS. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

Section 3. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the chief executive of a stock corporation organized under the Business Corporation Act of the District of Columbia, including, but not limited to, the power to appoint committees from among the Members from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE-PRESIDENT. The Vice-President shall be the second chief executive of the Association. He shall assume all responsibilities and obligations of the President at the President's request or in the event of the President's incapacity, resignation or death, until such time as another President is elected by the Board.

Section 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; shall have charge of such books and records as the Board of Directors may direct; and, in general, shall perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Act of the District of Columbia.

Section 7. TREASURER. The Treasurer shall be responsible for (i) Association funds and securities, (ii) keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required

financial data, (iii) the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors, and (iv) in general, the performance of all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Act of the District of Columbia.

Section 8. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over \$1000, shall be executed by any two Directors or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of less than \$1000 may be executed by any one Director of the Association or by such other person as may be designated by the Association.

Section 9. COMPENSATION OF OFFICERS. No Officer shall receive any compensation from the Association for acting as such.

ARTICLE V

OPERATION OF THE COMMON PROPERTIES

Section 1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST MEMBERS

(a) Fiscal Year. The fiscal year of the Association shall consist of a period of twelve consecutive months, as may be determined from time to time by the Board of Directors.

(b) Preparation and Approval of Budget. Each year on or before sixty (60) days prior to the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of those Common Properties which are located in Foxhall Crescents, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be contracted by the Board of Directors or that may be declared to be Common Expenses by these Bylaws or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Properties or property outside the Crescents and the rendering to the Members of all related services. The Board of Directors shall send to each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Member, on or before forty-five (45) days before the beginning of the fiscal year to which the budget applies. The budget shall constitute the basis for determining each Member's contribution for

the Common Expenses. The amount of assessments attributable to each Member shall thereafter be the amount specified in the budget, until a new budget shall have been adopted by the Board of Directors.

(c) Assessment and Payment of Common Expenses. Each Member's Fractional Share of the estimated funds required for the Common Expenses set forth in the budget or budgets for the fiscal year adopted by the Board of Directors shall be assessed against each Member. The annual assessment payable by each Member shall be a lien against each Member's Site as of the first day of the fiscal year to which such budget applies. The assessment so made against each Member shall set forth separately such Member's share of (i) the amount of the total assessment allocated to normal and recurring expenses of administration, management, and repair and (ii) the amount of the total assessment to be contributed to reserves.

On or before the first day of each fiscal year, and the first day of each of the succeeding quarterly month in such fiscal year (or at such other interval as may be determined by the Board), each Member shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-fourth (1/4th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Any payments due for a partial month of an installment shall be prorated. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Members an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves may be retained and credited to the general reserve account for the current fiscal year's budget or refunded to Members, or partially retained and refunded, in the sole discretion of the Board of Directors, which may take into account the respective contributions of Members in determining the manner of any refund. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Member's Fractional Share of the prior year's assessment to the installments due in the succeeding month or months (not to exceed six) after the rendering of the accounting. All refunds, credits and added charges shall be appropriately prorated to reflect credits and liabilities arising prior to changes, if any, in the number of Sites owned by a Member. Any such changes in the number of Sites shall be counted in determining each Member's Fractional Share of the Common Expenses as prescribed in this Section 1, and in Article I, Section 4(i).

(d) Reserves. The Board of Directors shall build up and maintain adequate reserves for maintenance, repairs, replacements,

working capital and contingencies for those Common Properties within the Crescent that must be replaced on a periodic basis, which reserves shall, where possible, be funded by the regular quarterly payments provided for in subsection (c) of this Section 1 rather than by special assessments. All funds accumulated for reserves shall be kept in a separate bank account for reserves, and identified by reference to the specific category of reserve. Except either (i) where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Properties in the Crescent, or (ii) upon a unanimous vote or unanimous written consent of the Board of Directors, reserves accumulated for one purpose shall not be expended for any purpose other than that for which the reserve was established. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against general reserves. If the reserves are inadequate for any reason, including non-payment of any Member's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Members according to their respective Fractional Shares and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next quarterly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be obligated to pay the adjusted quarterly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Member shall continue to pay all charges at the then existing rate and frequency established for the previous fiscal period until the quarterly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(f) Accounts. Except as hereinbefore provided with respect to reserves, all sums collected by the Board of Directors with respect to assessments against the Members may be commingled into a single fund.

Section 2. PAYMENT OF COMMON EXPENSES. All Members shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Member may exempt himself from liability for his

contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Properties or by abandonment. No Member shall be liable for the payment of any part of the Common Expenses assessed against a Site which is payable subsequent to a sale, transfer or other conveyance by that Member of such Site. The purchaser of Site shall be jointly and severally liable with the selling Member for all unpaid assessments against the latter for his Fractional Share of the Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Member the amounts paid by the purchaser therefor. However, any purchaser shall be entitled to a written statement from the Board of Directors certifying that such purchaser shall not be liable for, nor shall the Site conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in that statement. Further, if a holder of a first mortgage of record or other purchaser of a Site obtains title to the Site or comes into possession of that Site as a result of foreclosure of a first mortgage or as a result of other remedies provided for in the mortgage or by virtue of a deed or assignment in lieu of foreclosure, such first mortgagee or purchaser, their successor and assigns, shall not be liable for, and such Site shall not be subject to, a lien for the payment of Common Expenses assessed and payable prior to the acquisition of title to or prior to the taking of possession of (whichever shall first occur) the Site by such purchaser or first mortgagee pursuant to the remedies provided for in such first mortgage or a foreclosure sale or a deed or assignment in lieu of foreclosure. Any unpaid share of Common Expenses for which, pursuant to the provisions of this Section 2, a purchaser or first mortgagee shall have no liability, shall be collectible from all Members, including the purchaser or first mortgagee, in proportion to their respective Fractional Shares.

Section 3. COLLECTION OF ASSESSMENTS. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Member which remain unpaid for more than ten (10) days from the due date for payment thereof.

Section 4. STATEMENT OF COMMON EXPENSES. The Board of Directors shall promptly provide any Member requesting a written statement of all unpaid assessments for Common Expenses due from such Member.

Section 5. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON PROPERTIES.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of all Common Properties in the Crescent (unless necessitated by the negligence, misuse or neglect of a Member, in which case such expense shall be charged to that Member) including the following, the cost of which shall be charged to all Members as a Common Expense:

- (i) all roads, curbs and sidewalks including repaving with materials which form an all-weather impervious surface;
- (ii) all underground water mains and lines, electrical, gas and other utility lines, except for that part of any utility line from the meter to the Home and any extensions of service which the Member may make there from;
- (iii) all sewer and drainage lines and equipment, not including the downspouts and drains on the Members' Sites;
- (iv) all fire hydrants and related equipment;
- (v) all street lights, poles and similar equipment other than such fixtures installed by a Member for that Member's use;
- (vi) any safety and detection system equipment or fixtures which may have been acquired or installed by the Board of Directors;
- (vii) all fences, if any, constructed by the Developer which run parallel (or roughly parallel) to the roads (but not including any fences along property lines constructed or installed by owners other than the Developer; and
- (viii) the proportionate costs of all equipment related to the care and maintenance of the grounds, and any other Common Properties in the Crescent.

(b) By the Members. Each Member shall be individually responsible for the maintenance and cost of repair and replacement of any plumbing, electrical, or other utility related lines and equipment servicing that Member's Site which are not the responsibility of the Board of Directors. Members shall be responsible for all unpaved areas on their Sites, excluding those fences described in subsection 5(a)(vii) above as being maintained by the Board of Directors. In addition, Members shall be responsible for the driveway surfaces on their Sites up to the curb line, including snow removal from such driveway surfaces. Additional utility lines and equipment desired by a Member may be installed only with the written consent of the Board of Directors. Such Member shall bear the cost of installing and maintaining such additional utility lines. Each Member shall be charged for the cost of any repairs or replacement of utility lines and equipment necessitated by the installation of any additional utility lines

and equipment by the Member or at the Member's request.

(c) By Groups of Members. The Board of Directors shall have the power and authority to install systems, contract for goods and services or otherwise provide for the well-being of more than one but less than all of the Members in the circumstances set forth in this subsection 5(c). A group of Members may petition the Board in writing to obtain an item benefitting that group. The petition shall state the item desired and the agreement of the Members signing the petition to share the entire cost of the item or service. If the Board of Directors approves the item, the Board shall either proceed expeditiously to acquire the item or delegate the authority to do so to one or more of the petitioning Members, and any cost shall be billed to the petitioning Members equally, unless otherwise unanimously agreed by the petitioning group.

Section 6. CLEANING

(a) By the Board of Directors. The Board of Directors shall be responsible for the following cleaning and maintenance, the cost of which shall be charged to all Members as a Common Expense:

- (i) snow removal for all roads, but not driveways, in the Crescent;
- (ii) removal of leaves and garden rubbish, deposited at road curb sides by the Members;
- (iii) periodic cleaning of roads; and
- (iv) pick up of ordinary trash and garbage at each Member's Site at least once a week.

(b) By the Members. The Members shall be individually responsible for all other cleaning and maintenance including the following:

- (i) that part of their Site not maintained by the Association, as more particularly set forth in Article V, Section 5(b) above; and
- (ii) any extra-ordinary trash removal.

(c) Association Performance of Members' Responsibilities. In the event that a Member has failed to maintain his Home or Site in a manner consistent with the overall character and quality of Foxhall Crescents, the Board of Directors may perform the necessary work upon such Member's Home or Site and charge the costs incurred to that Member as an additional assessment. Such a step may only be taken if the Member fails to take necessary action for thirty days after receipt of written notice from the Board of Directors

detailing the maintenance which must be done and stating that the Board will contract for such maintenance, at the Member's sole expense, if appropriate steps are not taken.

Section 7. ENVIRONMENTAL MANAGEMENT AND GROUNDS MAINTENANCE.
The Board of Directors shall be responsible for environmental management and grounds maintenance within Foxhall Crescents, the cost of which shall be charged to all Members as a Common Expense. Such activities shall include:

- (a) Deciding when any unhealthy tree over 4" caliper ("caliper" being hereby defined as the measure of diameter of a tree at the trunk six inches above ground) should be removed from any Site. The Board shall have authority to approve the removal of only such trees which, because of ill health, threaten to fall or spread disease. Removal of such trees, not located on Common Properties, shall be at the expense of the Member on whose Site such trees are located.
- (b) Maintaining new plantings where necessary on the Common Properties and enforcing the maintenance of all of the Undisturbed Internal Areas as follows:
 - (i) no person shall disturb any plant life, land form or landscape feature therein except to create a more effective visual buffer;
 - (ii) there shall be no grading of these areas, except as may be approved in writing by the Board of Directors; and
 - (iii) No structures, including without limitation, housing units, private fences or walls, private terraces, decks or patios and private driveways or roads, shall be built in these areas, except as approved in writing by the Board of Directors.
- (e) Managing and maintaining all natural water ways at Foxhall Crescents and to encourage a diversity of wildlife.

The storm water management system, based on a 15-year intensity storm, will be a combination of onsite retention systems, diversion structures and/or flow dissipators with controlled release to Battery-Kemble and its tributaries, so that the peak runoff from Foxhall Crescents will not exceed the

peak runoff prior to construction of the Homes. Final plans and flow calculations as they pertain to impacts on park lands are subject to the approval of the National Park Service.

The Association and all of its Members hereby covenant on behalf of themselves, their lessees, and the heirs, executors, administrators, and successors in interest or assigns of each of them and as a covenant running with the land, that they shall keep and maintain the storm water management system, in good working order and repair so that such system functions at maximum design levels; and that they shall not permit any construction, erection or placement of structures, excavation, fill or vegetation which will impair the continued performance of the storm water management system. Further, The National Park Service is hereby granted a right of entry upon the Crescent for the purpose of inspecting the storm water management system for compliance with design standards. Should the system not operate at maximum design standards, the National Park Service, shall have, in addition to a right to enforce the provisions of this covenant in a court of law or equity and to recover any damages suffered by it from a violation of these provisions, a right of entry upon the premises so as to perform all necessary actions to insure maximum design performance standards. Such actions may include but are not limited to repair or maintenance of the facilities and the removal of any obstructions. Prior to any entry for repair or maintenance the National Park Service shall give the Association thirty (30) days written notice unless some emergency warrants immediate action, in which instance notification shall occur as soon as reasonably possible. The Association shall reimburse the National Park Service for all expenses incurred by it in repairing and maintaining the facilities or removing any obstructions to the storm water management system.

No provision of this Article V, Section 7(e) may be altered, modified or excluded without the express written approval of the National Park Service.

- (f) Promulgating Rules and Regulations in accordance with these Bylaws, necessary to supervise the environmental management of Foxhall Crescents as set forth herein.

Section 8. UTILITIES.

(a) By the Board of Directors. The Board of Directors shall be responsible for the following utilities, the cost of which shall be charged to all Members as a Common Expense:

- (i) electricity supplied to light the roads and other parts of the Common Properties within the Crescent;
- (ii) water supplied for cleaning and maintenance of the Common Properties within the Crescent; and
- (iii) any other utilities supplied to the Common Properties or for the benefit of more than one Site within the Crescent.

The utilities for which the Board shall be responsible shall be separately metered from those for which the individual Members shall be responsible.

(b) By the Members. Each Member shall be individually responsible for the cost of utilities serving his Site. Each Site shall have individual meters for electricity and water. The Member shall be responsible for maintenance of utility lines from the meter to the Home, and where no meter exists, after the entry of the utility line into the Home.

Section 9. DETECTION SYSTEMS.

(a) By the Board of Directors. The Board of Directors shall be responsible for the costs of installation and maintenance of those systems for detection and safety or other protection which the Board of Directors in its sole discretion may decide to obtain for the protection of Foxhall Crescents, the cost of which shall be charged to all Members as a Common Expense. Nothing in these Bylaws shall be construed to make the Association, Board of Directors or Managing Agent responsible or liable in any way for the safekeeping or security of any persons or property within Foxhall Crescents. None of such parties gives any representation, covenant or warranty with regard to any type of crime prevention or detection.

(b) By the Members. Each Member shall be individually responsible for any security systems installed, at his discretion, for the protection of his own Site.

Section 10. PROPERTY TAXES.

(a) By the Board of Directors. The Board of Directors shall be responsible for personal property taxes levied upon personal

property of the Association, the cost of which shall be charged to all Members as a Common Expense.

(b) By the Members. Each Member shall be individually responsible for paying all other property taxes levied on each Member's Site and all improvements or personal property thereon.

Section 11. INSURANCE.

(a) By the Board of Directors. The Board of Directors shall purchase all insurance policies in accordance with the provisions of Article VI. The cost of these insurance policies shall be charged to all Members as a Common Expense.

(b) By the Members. Each Member shall be individually responsible for and shall bear the cost of all other insurance policies purchased to insure his Site, including the policy required to be purchased by the Member by Article VI, Section 5.

Section 12. JOINT AND SEVERAL LIABILITY. Notwithstanding any other provisions of these Bylaws, the Members shall be jointly and severally responsible for the maintenance and upkeep of the access and utility easements, within the Common Properties on the Crescent. Joint and several liability shall apply only to those expenses of maintaining utility and access easements established in a certain Multiple Building Covenant, dated August 30, 1979, encumbering Foxhall Crescents and recorded on September 20, 1979 as Instrument Number 31748 in the Office of the Recorder of Deeds of the District of Columbia. The Association shall indemnify each Member from any liability to any third party or other Member for which, pursuant to the remaining provisions of these Bylaws, the Member should only have been liable for his Fractional Share. Such indemnification shall extend to any such liability by a Member in excess of that Member's Fractional Share.

ARTICLE VI

INSURANCE

Section 1. AUTHORITY TO PURCHASE. All insurance policies relating to the Common Properties within the Crescent and property of the Association shall be purchased by the Board of Directors, naming as insured Foxhall Crescents Homeowners Association, Inc. for the use and benefit of the Members (designated by name, if required), or language in form and substance similar thereto. The Board of Directors may purchase such insurance as may be requested by a majority of all Members. In addition to a fidelity bond, if required by Article III, Section 11, the Board of Directors shall be required to obtain as a minimum insurance complying with the following provisions:

(a) A multi-peril type policy must be obtained covering the Common Properties within Foxhall Crescents, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for property similar in nature, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). If the Common Properties are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Properties must be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Common Properties or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. Each policy of hazard insurance must contain the standard mortgagee clause (commonly accepted by private institutional investors in the District of Columbia) which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear, or must be otherwise endorsed to fully protect the interest of the mortgagees.

(b) The policies may not be canceled, reduced, suspended, invalidated or substantially modified (for non-payment of premium or for any other reason) without at least thirty (30) days' prior written notice and opportunity to cure to the Board of Directors and to all first mortgagees (or their trustees) requesting such notice in writing to the Board of Directors.

(c) The insurer must waive its rights of subrogation to any claims against the Association, the Board of Directors, the Managing Agent, the Members and their respective agents, employees, guests and, in the case of Members, the members of their households and any tenants of such Members and must waive any defenses based upon co-insurance or upon invalidity arising from acts of any of the foregoing parties.

(d) Any "no other insurance" clause contained in the master policy shall expressly exclude individual Members' policies from its operation.

(e) Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policy holder's rating of at least A. Each carrier must be specifically licensed or authorized by law to transact business within the District of Columbia.

(f) No policy of insurance is acceptable where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against Members or the mortgagees; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the Borrower from collecting insurance proceeds.

(g) In no event shall the insurance coverage be brought into contribution with insurance purchased by individual Members or their mortgagees, unless otherwise required by the District of Columbia or other applicable laws or insurance company regulations.

(h) Workmen's compensation insurance shall be obtained if and to the extent necessary to meet the requirements of law.

(i) A comprehensive policy of public liability and property damage insurance shall be obtained covering all the Common Properties within Foxhall Crescents. The policy shall insure each Director, the Association, its Officers, agents, employees, the Managing Agent, and each Member against any liability to the public or to the Members (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Common Properties. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. The policies shall contain a "severability of interest" endorsement or equivalent coverage which shall preclude the insurer from denying the claim of a Member because of the negligent acts of the Association, the Board of Directors, its officers, agents, employees, the Managing Agent, or of any other Member. Such insurance shall be written with such limits as may be required by mortgagees (but in no event less than \$1,000,000 per occurrence for personal injury and/or property damage).

Section 2. NOTICE OF DAMAGE. The Board of Directors shall notify any institutional holder of a first mortgage on a Site who

has requested such notification in writing to the Association whenever damage or loss to, or a taking of, the Common Properties on a Site subject to a first mortgage exceeds Ten Thousand Dollars (\$10,000).

Section 3. DEDUCTIBLE. The deductible, if any, for any insurance policy on any of the Common Properties within the Crescent provided for hereunder shall be paid by the Association as a Common Expense.

Section 4. DUPLICATE POLICIES TO MORTGAGEES. A duplicate original of the master policy of physical damage insurance, all renewals thereof, and all sub-policies or certificates issued thereunder, together with proof of payment of premiums, shall, upon written request therefor, be delivered to all first mortgagees of Sites at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire or casualty insurance or any renewal thereof, the Board of Directors shall obtain appraisal from an insurance company, or such other source as the Board of Directors may determine, of the full replacement value of the Common Properties, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to Section 1(a).

Section 5. REQUIRED INSURANCE FOR MEMBERS. Each Member shall be required to purchase a multi-peril policy providing fire and extended coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of insurable value (based upon replacement cost) to insure against damage to his Home. The premium and deductible for such policy shall be paid by the Member. Each Member shall also have the right, at his own expense, to obtain additional insurance for his Home, for his own benefit, upon his personal property and for his personal liability, provided that no Member shall be entitled to exercise such right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors on behalf of all Members, may realize under any insurance policy on the Home or which it may have in force on the Common Properties at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the Member. All such additional policies shall contain waivers of subrogation.

Section 6. BOARD OF DIRECTORS AS AGENT. The Board of Directors is hereby irrevocably appointed the agent for each Member and for each mortgagee of a Site and for each owner of any other interest in Foxhall Crescents to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 7. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

The Board of Directors shall be responsible for environmental management and grounds maintenance, the cost of which shall be charged to all Members as a Common Expense, including:

(a) When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any of the Common Properties as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Common Properties.

(b) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Properties within the Crescent the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Properties to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(c) Assessments. ~~If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Members, in accordance with the provisions of Article V, Section 1, in sufficient amounts to provide payment of such costs. Amounts so collected may be used only for the benefit of Common Properties which have been damaged or destroyed.~~

(d) Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Properties were originally constructed and landscaped.

(e) Insurance Trustee. The Insurance Trustee shall be a bank, trust company or savings and loan association designated by the Board of Directors, and all parties beneficially interested in the insurance coverage purchased by the Board of Directors shall be bound thereby. Such trustee shall be an institution whose accounts or deposits are insured or guaranteed by a Federal agency. Prior to designation of an Insurance Trustee, the Board of Directors shall obtain the consent to the Insurance Trustee of the mortgagees holding mortgages constituting first liens on at least fifty-one percent (51%) of the number of Sites then encumbered by such mortgages. In the event that any party designated as an Insurance Trustee shall fail, refuse or cease to act as Insurance Trustee, the Board of Directors shall designate a new Insurance Trustee

fulfilling the foregoing requirements. The Insurance Trustee at the time of the deposit of insurance policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purpose elsewhere stated in these Bylaws, for the benefit of the Members and their respective mortgagees.

Section 8. DISBURSEMENTS OF CONSTRUCTION FUNDS.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed Twenty-Five Thousand Dollars (\$25,000), then such proceeds and assessments collected shall be deposited by the Board of Directors with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Board of Directors.

(b) Method of Disbursement.

(i) If the construction fund is to be disbursed by the Board of Directors, a mortgagee which is a beneficiary of an insurance policy may request that the proceeds which are included in the construction fund be disbursed in the manner hereafter provided in the following subparagraph (b)(ii).

(ii) If the estimated cost of reconstruction and repair is more than \$25,000, then (1) the written consent of 51% (based on number of Sites encumbered) of all institutional first mortgagees must be secured before any reconstruction, repair or improvement is commenced, and (2) the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the District of Columbia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work and stating (a) that 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) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (c) that the cost as estimated by said 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.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be allocated first to reserves and the balance, if any, shall be distributed to the Members and their mortgagees, as their respective interests may appear.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President and the Secretary or Treasurer of the Association certifying (i) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the members; and (ii) all other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

ARTICLE VII

MORTGAGES

Section 1. NOTICE TO BOARD OF DIRECTORS. A Member who mortgages his Home or Site shall notify the Board of Directors, in writing, of the name and address of his mortgagee.

Section 2. NOTICE OF DEFAULT. The Board of Directors, when giving notice to a member of a default in paying an assessment for Common Expenses or any other default in the compliance by such member with any of the terms of these Bylaws, or the Rules and Regulations, including notice of an acceleration of any unpaid installments of any Common Expenses, shall send a copy of such written notice to each holder of a mortgage covering such Member's Site whose name and address has theretofore been furnished to the Board of Directors. In addition, in the case of a first mortgage, if such default shall continue uncured for sixty (60) days, the Board of Directors shall send written notice thereof to such mortgagee.

Section 3. NOTICE OF CONDEMNATION. If any Common Properties or

portions thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Site containing such Common Properties shall be given timely written notice by the Board of Directors of any such proceedings or proposed acquisitions. The Association shall have no right to receive the proceeds of any condemnation or acquisition by eminent domain. Each Member shall be entitled to receive the share of such proceeds attributable to any part or all of his Site acquired or condemned.

ARTICLE VIII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every Member shall have a mutual and non-exclusive right and easement of access to and use and enjoyment of paved areas and sidewalks along the paved areas shown on Exhibit B. Such easement shall be appurtenant to and shall pass with the title to every Site. Members shall not have any right of access to nor use and enjoyment of the remainder of the Common Properties (except to the extent the Common Properties are located upon a Member's own Site), including, but not limited to Undisturbed Internal Areas.

Section 2. ASSOCIATION'S EASEMENT FOR MAINTENANCE. The Association, its Directors, Officers, agents and employees shall have a limited right and easement to enter any part of Foxhall Crescents for the limited purposes of exercising the rights and obligations granted to the Association, its Directors, Officers, agents and employees in these Bylaws.

ARTICLE IX

LIMITATIONS ON USE AND RESTRICTIONS

Section 1. ADDITIONS AND ALTERATIONS.

(a) No Member shall make any additions or alterations of his Home or on his Site visible from the exterior of the Home (other than a change in internal structure or decoration visible through pre-existing windows), nor shall any member construct any structure without the written consent of the Board of Directors. Any Member requesting such consent shall submit his request in writing together with plans for any such addition or alteration to the Board of Directors. The Board of Directors may appoint and delegate the responsibility of reviewing some or all of such requests to an Architectural Review Board. The Board of Directors shall be required to hold a special meeting for the purpose of deciding whether to grant its consent, within thirty days of the submission of a Member's request. The Board shall give all Members written notice of the date, time and place of meeting, at least five days prior to said meeting. The Board shall permit the requesting Member to address the Board on the subject of his request. The Board shall take into consideration the Member's needs, the Association's interest in the physical environment, any comments of other Members and the recommendations of the Architectural Review Board, if any, in deciding whether to grant any request. The affirmative vote of the Directors constituting a quorum shall be required for the Board to grant its consent. The Board of Directors may make its consent conditional upon a Member's use of certain materials or specified revisions to the submitted plans. All decisions of the Board of Directors shall be final, however, Members may resubmit requests ninety (90) days after any denial.

(b) The Board of Directors shall not have the power or authority to rescind any approvals once given, where a Member has undertaken actions or expense in reliance upon such approval.

Section 2. GRADING. No Member shall disturb the existing grading more than 6" without returning the grading to within 6" of the existing grading.

Section 3. SURFACE DRAINAGE. No Member shall alter the surface drainage without the written consent of the Board of Directors, which consent shall be granted following the same procedures and under the same conditions specified in Section 1 of this Article.

Section 4. TREES. No Member shall remove any standing tree over 4" caliper, whether healthy or unhealthy, from part of Foxhall Crescents without the written permission of the Board of Directors. The Board of Directors may delegate the authority to decide whether a tree should be removed because of ill health to certified

landscape architect or tree surgeon employed by the Board for this purpose. The Board shall respond promptly to any request to remove any tree. The removal of any tree not on Common Properties shall be at the expense of the Member on whose Site such tree is located.

Section 5. USE RESTRICTIONS. No Home, Site, nor any part thereof, may be used for any commercial or business purpose. Members shall use and maintain the Homes as residences only.

Section 6. LEASING. No Member shall lease or rent his Home for any firm term shorter than twelve months. Options to renew or extend a lease term shall not be considered part of the firm term. All rentals shall be under valid written leases, a copy of which shall be submitted to the Board of Directors for approval thirty (30) days prior to the commencement of the lease term. All written leases for Homes must contain the following provisions:

- (i) lessee must agree to comply with all the terms and conditions of the Bylaws of the Association and to abide by any and all rules and regulations now or hereafter applicable to Members, which Bylaws and Rules and Regulations must be incorporated by reference as terms of the Lease;
- (ii) lessee must agree that each signatory shall be jointly and severally liable together with the Lessor (Member) for any and all assessments payable by the member to the Association; and
- (iii) lessee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber the lease or any interest therein, and shall not sublet the premises or any part thereof, or allow any other person not named in the Lease (short-term guests of Lessee excepted) to occupy or use the premises.

The Board of Directors shall approve all leases which contain the above cited provisions, and which contain no provisions in conflict with these Bylaws or any rules and regulations of the Association. The Board of Directors may consent to Leases which do not meet the foregoing requirements by a two-thirds vote. The failure of the Board to act within 15 days after the submission of a lease shall constitute the Board's approval. Leases not meeting the above requirements and which the Board does not so approve shall be void, and the Board may pursue the legal remedies at its disposal in order to prevent the unauthorized use of the premises.

Section 7. OCCUPANCY. No Member shall leave his Home vacant for more than a one month period without making arrangements for complying with all obligations arising under these Bylaws during the vacancy.

Section 8. SIGNS. No Member shall post any signs on any part of the Crescents without the prior written consent of the Board of Directors except "for sale" signs not exceeding four square feet in size located on the Member's Site during those times when the home is open for inspection. A majority vote of the Board shall be required to grant consent, which consent may be withheld in the Board's sole and absolute discretion.

Section 9. PARKING. No Member shall permit a motor home, trailer, van, recreational vehicle, commercial vehicle, pick-up truck and any other type of vehicle other than a passenger car to remain parked overnight for more than two days on any road or front yard, nor obstruct any road at any time, except as may be necessary temporarily for the delivery of goods and services to the Sites.

Section 10. COMPLIANCE WITH APPLICABLE LAWS. All Members shall comply with all applicable requirements of the regulation of the Building and Zoning Regulation Administration of the Department of Housing and Community Development and with all District of Columbia laws and regulations.

Section 11. PETS. No barnyard animals or wild animals may be kept as pets. Members shall observe all District of Columbia laws regarding leashing, keeping and maintenance of pets.

Section 12. RULES AND REGULATIONS. Rules and Regulations concerning the operation, use and appearance of the Crescent may be promulgated and amended by the Board of Directors, provided that such Rules and Regulations are not inconsistent with the Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Member prior to the time when the same shall become effective and, in addition, to the lessee of any Home.

ARTICLE X

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. WHEN PARTIAL REPAIR AND RECONSTRUCTION ARE REQUIRED.

In the event that any Home is partially destroyed by fire or other casualty, the Member shall, within 120 days of the occurrence of the fire or casualty, repair and reconstruct the external portions of the structure which are damaged or affected by the fire or casualty. Within 60 days of the occurrence of the fire or casualty, the Member shall submit plans for the repair and reconstruction of the Home to the Board of Directors for the Board's approval. The Board shall approve all plans which will restore the exterior structure to a condition at least as good as its condition prior to the fire or casualty. Within fifteen (15) days of the submission of plans for the repair and reconstruction of the Home to the Board of Directors, the Board shall meet and review the plans. The affirmative vote of the Directors shall be required to approve plans for the repair and reconstruction of a Home damaged by fire or casualty to other than its original state. The decision of the Board whether to grant approval shall be final, however a Member may resubmit a request for approval of plans fifteen (15) days after each denial of approval.

Section 2. WHEN STRUCTURE IS COMPLETELY DESTROYED. In the event that any Home is completely destroyed by fire or other casualty, the Member at his discretion shall either:

(a) submit plans for the reconstruction of the structure to the Board of Directors for its approval within 120 days of the occurrence of the fire or casualty and upon receipt of the Board's approval of said plans shall rebuild the structure within 360 days; or,

(b) raze any remaining portions of the structure and improvements, clear away all debris, fill and level ground, and resod the Site to leave a park like area, within 90 days of the occurrence of the fire or casualty.

Plans for total reconstruction of Homes submitted to the Board of Directors for approval shall provide for a structure of substantially the same floor space as the destroyed structure, and shall include detailed elevation drawings, materials and other specifications. The Board of Directors shall approve only such plans as according to the Board's reasonable judgment provide for the construction of a Home which will be architecturally compatible with other Homes at the Crescent. The Board of Directors may delegate the responsibility of reviewing and approving such plans to an Architectural Review Board appointed by the Board. The procedures for requesting and receiving approval of plans from the Board shall be the same as those specified in Article X, Section 1. If a Member has either failed to submit plans to the Board within

120 days or fails to receive approval for plans as initially submitted or resubmitted within 180 days of the occurrence of the fire or casualty, the Member shall be required to proceed to raze, fill and resod his Site as provided in subsection (b), above, within 30 days of receiving written notice from the Board instructing the Member to do so. If the Member fails to raze, fill and resod as provided in subsection (b) within said period of time, the Board shall proceed to have this done and charge the Member at that Member's cost. No provisions of this Article X shall be construed to limit the Member whose Home has been completely destroyed by fire or casualty from selling or otherwise transferring his interest in the Site. A Member may construct at any time a new Home to replace a Home completely destroyed by fire or casualty. The provisions and requirements of this Section shall be applicable to a Member desiring to build a new Home, except that the limitations as to the period of time during which he must receive approval of plans shall not apply.

ARTICLE XI

COMPLIANCE AND DEFAULT

Section I. RELIEF.

(a) Each Member shall be governed by, and shall comply with, all of the terms of these Bylaws, and the Rules and Regulations of the Association, and any amendments of the same. A default by a Member shall entitle the Association, acting through its Board of Directors or the Managing Agents, to the following relief:

(1) Legal Proceedings. Failure to comply with any of the terms of these Bylaws, and the Rules and Regulations of the Association shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these 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 any aggrieved Member.

(2) Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement of any portion of the Common Properties rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, where liability for acts, neglect or carelessness of others is imposed by local law, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment or any Home or

its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(3) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorneys' fees as may be determined by the court.

(b) No Waiver of Rights. The failure of the Association, the Board of Directors, or of a Member to enforce any right, provision, covenant, or condition which may be granted in these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of such parties to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Member pursuant to any term, provision, covenant or condition of these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by these Bylaws or the Rules and Regulations or at law or in equity.

(c) Interest. In the event of a default by any Member in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days after written notice thereof to such Member, the Board of Directors may assess a late fee in an amount to be fixed by the Board from time to time, not to exceed twenty percent (20%) of the amount of the payment in default, and may charge interest on sums in default at a rate not exceeding three percentage points over the prime rate announced from time to time by The Riggs National Bank of Washington, D.C.

(d) Abatement and Injunction of Violations by Members. The violation of any rule or regulation adopted by the Board of Directors or the breach of any Bylaws contained herein shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. LIEN FOR CONTRIBUTIONS.

(a) The total annual contribution of each Member for the Common Expenses is hereby declared to be a lien levied against the Site of such Member which lien shall be effective as of the first day of each fiscal year of the Association. 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 against a Member is payable in installments, upon a default by such Member in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Member, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Member by the Board of Directors or the Managing Agent.

(c) The lien for contributions may be foreclosed in the manner provided for by the laws of the District of Columbia or by suit brought in the name of the Board of Directors or the Managing Agent, acting on behalf of the Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the District of Columbia.

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

ARTICLE XII

MISCELLANEOUS

Section 1. NOTICES. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to a Member, at the address which the Member shall designate in writing and file with the Secretary, if no such address is designated at the address of the Home of such Member; or (ii) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 2. INVALIDITY. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. GENDER. The use of any gender in these Bylaws shall be deemed to include the other genders and the use of the singular

shall be deemed to include the plural, and vice versa, whenever the context so requires.

ARTICLE XIII

AMENDMENTS TO BYLAWS

Section 1. AMENDMENTS. These Bylaws may be modified or amended either (i) by a vote of sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Members, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Member at least ten (10) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by at least sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by Members, provided that notice of the proposed amendment shall have been given to each Member at least ten (10) days in advance of obtaining the required signatures of the Members. Notwithstanding the foregoing, no amendment shall be made which adversely affects a Member's pro rata share of liability for Common Expenses, or which adversely affects an existing use of or improvements upon a Member's Site, without such affected Member's express approval.

Section 2. NOTICE OF AMENDMENT. A modification or amendment of these Bylaws shall become effective only if notice of such modification or amendment is recorded in the land records of the District of Columbia. A modification or amendment once adopted as provided for herein shall then constitute part of the official Bylaws of the Association, and all Members shall be bound to abide by such modification or amendment.

Section 3. APPROVAL OF MORTGAGEES. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Sites. Such provisions in these Bylaws are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Sites. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Sites, it shall be sufficient, in the case of provisions benefitting only first mortgagees to obtain the written consent of first mortgagees holding mortgages on fifty-one percent (51%) or more of the Sites encumbered by first mortgages. In the case of provisions benefitting all mortgagees, it shall be sufficient to obtain the written consent of the mortgagees holding mortgages on fifty-one percent (51%) or more of the Sites encumbered by mortgages.

ARTICLE XIV

STATEMENTS TO PURCHASERS OF SITES

If and to the extent required by applicable law, the Association and/or the Managing Agent shall, within five (5) days after written request by a Member who desires to sell his Site to a prospective purchaser, furnish to such Member and prospective purchaser in addition to such other information and documents as may from time to time be required by law for review by the prospective purchaser prior to entering into a sales agreement, the following:

- (1) A statement setting forth the amount of unpaid assessments currently levied against such Member's Site.
- (2) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- (3) A copy of the statement of financial condition for the Association for the most recent year for which such statement is available, and the current operating budget, if any.
- (4) A statement on the status and amounts of any reserves for capital expenditures, contingencies, and improvements and any portion of such reserves earmarked for any specified project by the Association.
- (5) A statement of the status of any pending suits or any judgments to which the Association is a party.
- (6) A statement setting forth what insurance coverage is provided for the Common Properties by the Association.
- (7) A statement that any improvements or alterations made to the Home, or the Common Properties appurtenant thereto, by the selling Member or any prior Member are not in violation of these Bylaws.
- (8) Such other information or statements, if any, as may be required to be furnished by the Association pursuant to applicable law.

The Association may, unless prohibited by law, make a reasonable charge to the requesting Member for the provision of the foregoing information.

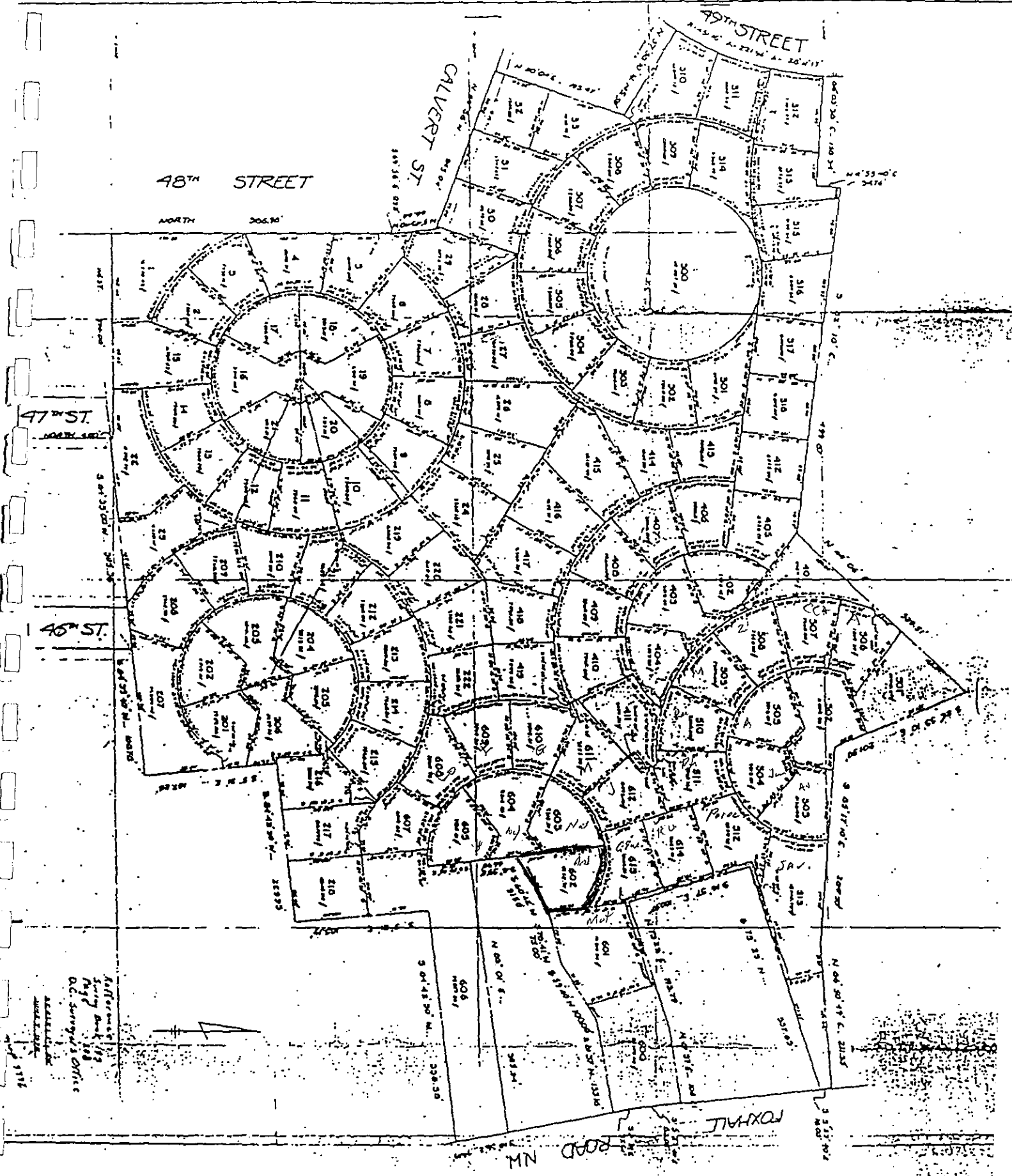
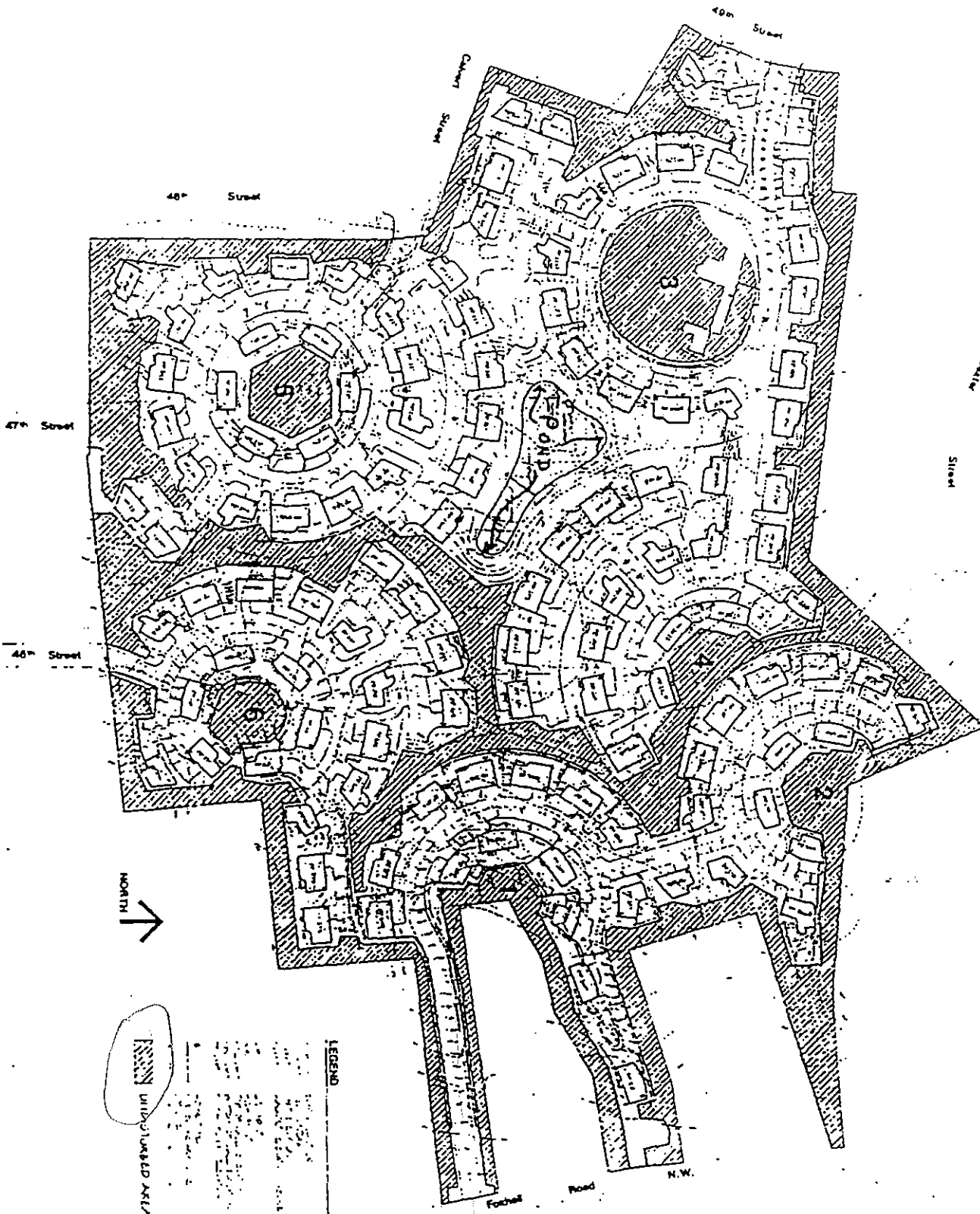


EXHIBIT A TO BKLAW'S (PLAT)



EDAW Inc.

CR2

Arthur Cotton Moore / Associates
Architects Planners

GRADING PLAN

EDAW Inc.
Environmental
Planners
Landscape Architects

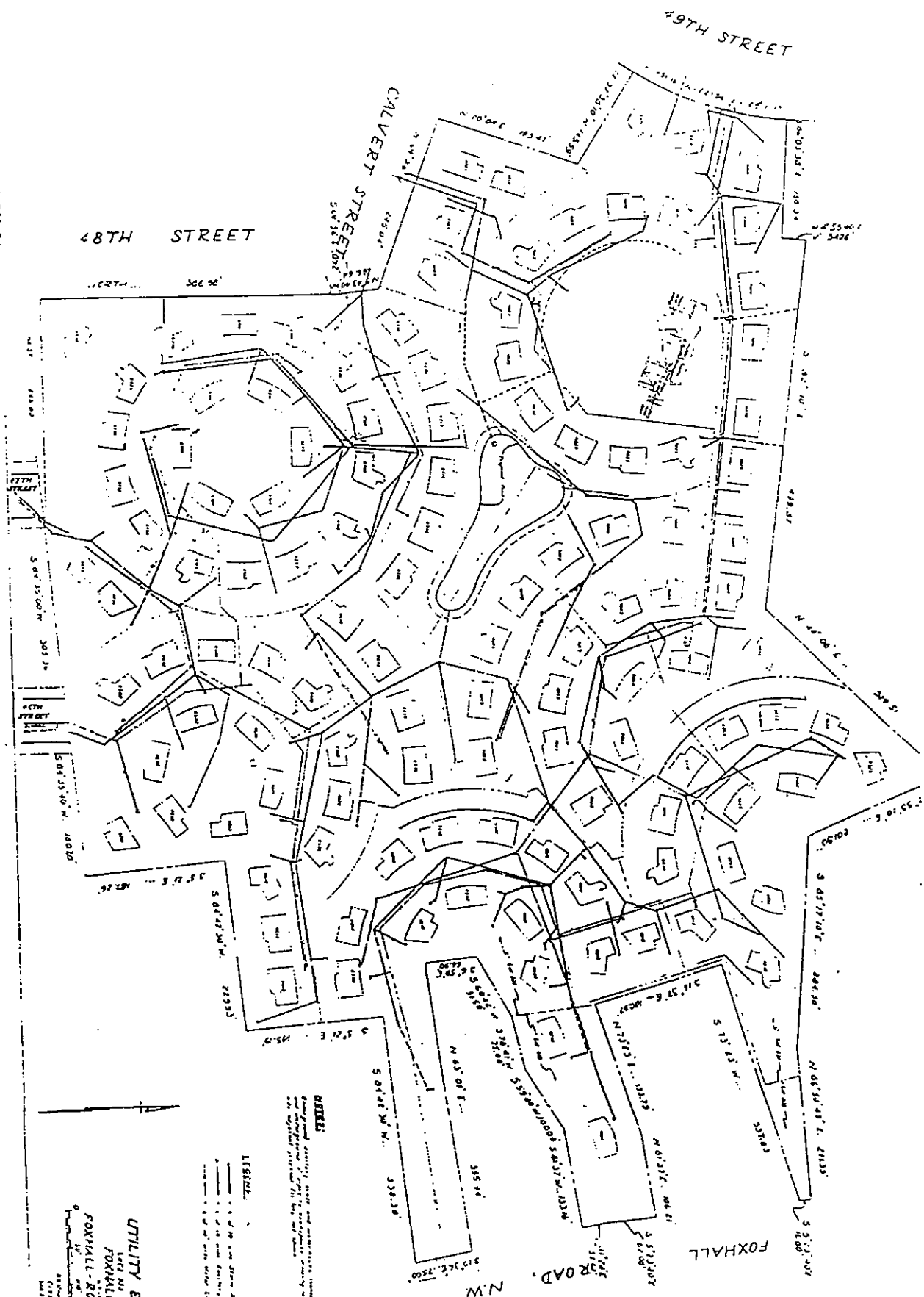
BENJAMIN LOCKMAY

Civil Engineer
Professional Engineer No. 10000

THOMAS COHEN Associates
Structural Engineer
Professional Engineer No. 10000

Foxhall Crescents

EXHIBIT B - PART I : UNDISTURBED AREAS



48TH STREET

49TH STREET

CALVERT STREET

FOXHALL

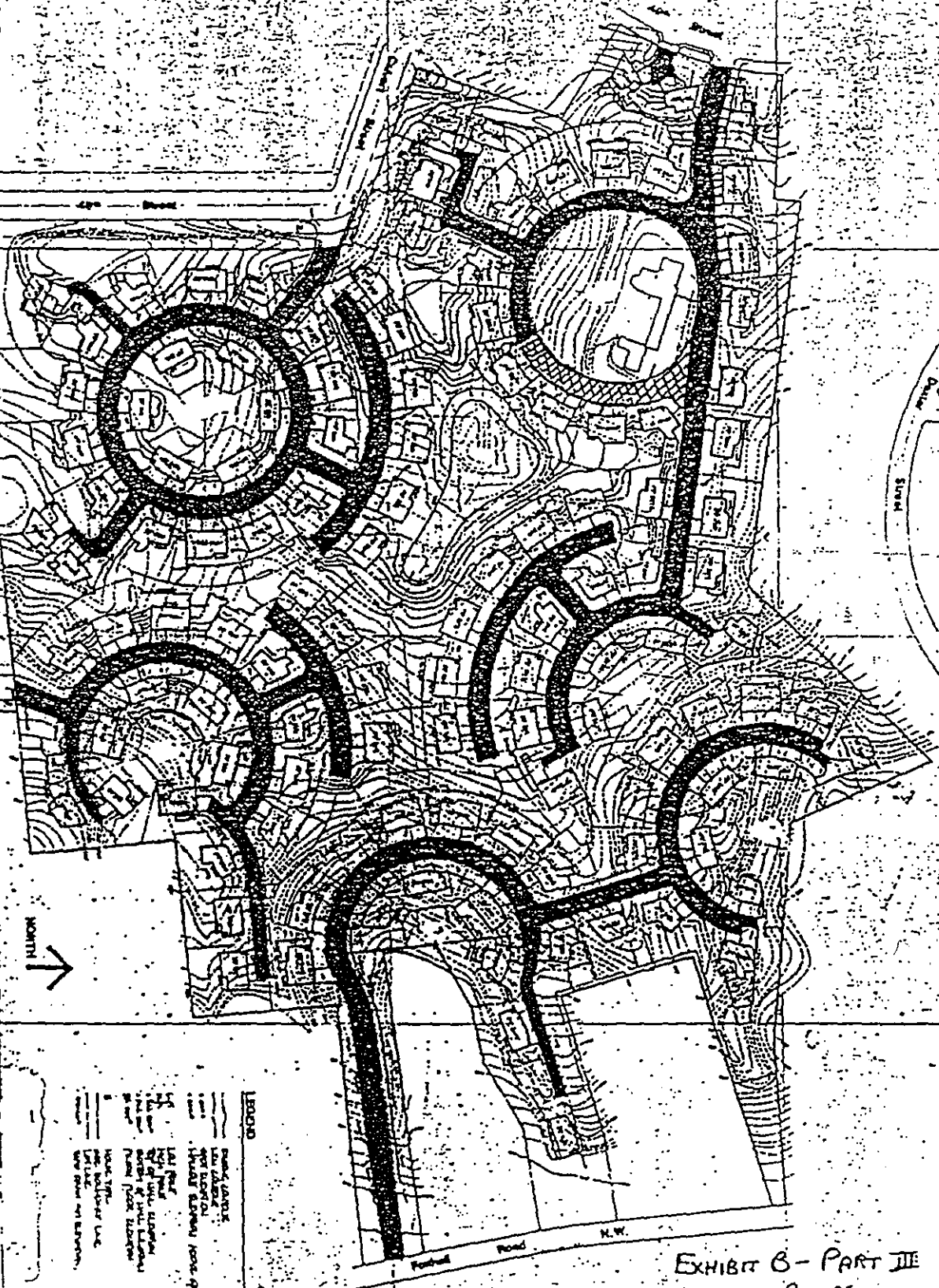
FOXHALL ROAD, N.W.

EXHIBIT B - PART II - UTILITIES

UTILITY EASEMENTS PLAT
 FOR THE
 FOXHALL PRESENTS
 FOXHALL-ROZHNOVSKIY AND L.P.V.
 ENGINEER & SURVEYOR
 JOHN J. HENNING
 WASHINGTON, D.C.

LEGEND

NOTICE
 BEFORE ANY CONSTRUCTION OF ANY UTILITY LINE IS MADE, THE OWNER SHALL OBTAIN A PERMIT FROM THE CITY ENGINEER AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CITY ENGINEER SHALL BE CONSULTED FOR THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



Paved Areas with impervious surface
 Paved Areas subject to Article VIII,
 Section 1
 Typical street width: 28'
 Minimum: 25'
 Minimum driveway width: 20'
 Minimum riding: 35'

LEGEND
 Paved Areas
 Impervious Surface
 Article VIII, Section 1
 Utility Lines
 (Detailed legend symbols and descriptions)

EXHIBIT B - PART III
PAVED AREAS

