

Tiber Island Condominium

Amended and Restated Bylaws

December 9, 1999

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Tiber Island Condominium

Amended and Restated Bylaws

I. APPLICATION

A. These Bylaws are established pursuant to the Declaration of Condominium declaring that the following property is a Condominium pursuant to the Horizontal Property Act of the District of Columbia as amended, and are further established pursuant to said Horizontal Property Act, the District of Columbia Condominium Act, which is Chapter 18 of Title 45 of the District of Columbia Code, as amended, and as subsequently amended from time to time (collectively the “Condominium Act” or “Act”):

Lots 182, 183, 185, 186, 187, 188 and 189 in Square 502 in the subdivision made by the District of Columbia Redevelopment Land Agency, as per plat recorded in Book 143, Page 22 of the records of the Office of the Surveyor for the District of Columbia;

all of which said property is hereafter referred to as the “Tiber Island Condominium”, and which is the Horizontal Property Regime defined in the Declaration of Condominium. Wherever the term “Tiber Island Condominium” is employed in these By-Laws, the same shall be deemed to mean the Horizontal Property Regime defined in the Declaration of Condominium affecting the above-described property. For purposes of convenience, the title or designation “Tiber Island Condominium” may be used or employed in any document, paper, action or proceeding to designate the foregoing Horizontal Property Regime, it shall be deemed to refer to and bind the said Horizontal Property Regime, the Council of Co-Owners, and the Board of Directors thereof.

B. The provisions of the Bylaws shall apply to the Tiber Island Condominium and to all present and future owners of Condominium Units therein, the members of their families, their assignees and successors, and they shall apply to any other person using the facilities of any Condominium Unit or the Common Elements constituting a part of the Tiber Island Condominium.

C. The mere acquisition of any Condominium Unit or the mere use or occupancy thereof or the Common Elements appertaining thereto, will conclusively establish that the person so acquiring, using or occupying the same has accepted, ratified, and will comply with these Bylaws.

D. All of the definitions contained in the Declaration of Condominium and the Condominium Act are incorporated herein by reference and shall apply to these Bylaws.

E. The original developer retains no interest in the affairs of the Tiber Island Condominium.

II. ADMINISTRATION

A. Council of Co-Owners

All of the Co-Owners of Condominium Units acting as a group in accordance with the Act, the Declaration of Condominium and these Bylaws, shall constitute the “Council of Co-Owners” or “Association”, who shall have the responsibility of administering the Condominium, approving the annual budget, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium, and performing all of the other acts as may be required to be performed by the Council of Co-Owners by the Act and the Declaration of Condominium. Except as to those matters which the Act specifically requires shall be performed by the vote of the Owners of the Condominium Units, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

The Council of Co-Owners shall have the power from time to time to adopt any rules and regulations deemed necessary for the proper administration and enjoyment of the Tiber Island Condominium provided such rules and regulations shall not be in conflict with the Act and the Declaration of Condominium.

B. Place of Meetings

Meetings of the Council of Co-Owners shall be held at the principal office of the Tiber Island Condominium or such other suitable place convenient to the Owners, as may be designated by the Board of Directors.

C. Annual Meetings

The meetings of the Council of Co-Owners shall be held each year on the second Monday of September, or on any date with ten (10) calendar days thereof in September of each year, as may be determined by the Board of Directors. At such meeting there shall be elected by ballot of the Council of Co-Owners, members of the Board of Directors in accordance with the requirements of Article III of the Bylaws. There shall also be transacted at such meetings such other business as may properly come before the Council of Co-Owners.

D. Budget Meetings

A budget meeting of the Co-Owners shall be held on the second Monday of December, or on any date with ten (10) calendar days thereof, as may be determined by the Board of Directors, for the purpose of adopting a budget in accordance with the requirement of Article V of these Bylaws.

E. Special and Other Meetings

The President of the Condominium shall call a special meeting of the Council of Co-Owners whenever so directed by a resolution of the Board of Directors or upon a petition signed by the Co-Owners holding one-third of the votes of all of the members of the Council of Co-Owners. The notice of any special meeting shall state the time and place of such meeting and purpose thereof.

F. Notice of Meetings

The Secretary shall send a notice of each annual, budget, or special meeting to each Co-Owner by United States mail to all Co-Owners of record at the address of their respective units and at his or her address at the address as it appears on the Condominium records of the Association, or if such other address has been designated by the Co-Owner to the Association, stating the purpose thereof as well as the time and place where the said meeting is to be held, at least twenty-one (21) days in advance of any annual scheduled meeting, and at least seven (7) days in advance of any other meeting. In the alternative, notice may be hand-delivered by the Secretary, if the Secretary certifies in writing that the notice was delivered to the Co-Owner.

G. Adjourned Meetings

If any meeting of the Council of Co-Owners cannot be organized because a quorum has not attended, the Co-Owners who are present either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the original time the meeting was called.

H. Quorum

Except as otherwise provided in the Act, or elsewhere in these Bylaws, fifty-one percent (51%) of the votes of the Co-Owners in person or by proxy, computed in accordance with their individual percentage interests as established in the Declaration of Condominium, shall constitute a quorum for the transaction of business at all meetings of the Association.

I. Voting

Voting at all meetings of the Council of Co-Owners shall be on a percentage basis and the percentage of the vote to which each Co-Owner is entitled shall be the individual percentage interest assigned to his or her Condominium Unit in the Declaration of Condominium. Where the ownership of a Condominium Unit is in more than one person, and the Co-Owners cannot agree as to how they should vote, then the person who shall be entitled to cast the vote of that Condominium Unit shall be the person named in the a certificate signed by all of the owners of the Condominium Unit and filed with the Secretary of the Council of Co-Owners. Such certificate shall be valid until revoked by a subsequent certificate. Except as is otherwise provided in the Act, in the Declaration of Condominium, or in these Bylaws, a majority in person or by proxy of the percentage of ownership represented at the meeting is required to adopt decisions at any meeting of the Council of Co-Owners. No Co-Owner shall be eligible to vote or to be elected

to the Board of Directors who is shown on the books of the Association to be more than forty-five (45) days delinquent in any payment due the Association.

J. Percentage of Co-Owners

Wherever the terms “Majority of Co-Owners”, “two-thirds of the Co-Owners” and “three-fourths of the Co-Owners” are used in these Bylaws or in the Declaration, they shall mean respectively fifty-one percent (51%), sixty-six and two-thirds percent (66-2/3%), and seventy-five percent (75%) or more of the votes of the Co-Owners present in person or by proxy, computed in accordance with their individual percentage interests as established in the Declaration of Condominium, except where a larger percentage interest of Co-Owners is required by the terms of the Declaration, Bylaws or the Act.

K. Proxies

A vote may be cast in person or by proxy. Proxies will be valid only for the particular meeting designated therein and must be filed by the person granted proxies with the Secretary before the appointed time of the meeting. A proxy shall terminate automatically upon the final adjournment of the first meeting held on or after the date of the proxy, but shall remain in effect during any recess or temporary adjournment of the meeting.

The form of proxy for the annual meetings shall be in accordance with the Act and shall include a listing of all persons who are on the slate for the election as director.

L. Order of Business

At the annual meeting of the Council of Co-Owners, and as far as practical and applicable at all special meetings of the same, the following order of business shall apply:

1. Roll call.
2. Proof of notice of meeting.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Selection of Inspectors. (Annual Meeting only)
7. Presentation of the Budget. (Budget Meeting only)
8. Election of Directors. (Annual Meeting only)
9. Adoption of the Budget. (Budget Meetings only)
10. Unfinished business.
11. New business.
12. Adjournment.

M. Conduct of Meetings

The President shall preside over all meetings of the Council of Co-Owners and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting, as well as a record of all transactions occurring thereat. The current *Robert's Rules of Order* shall govern the conduct of all meetings of the Council of Co-Owners when not in conflict with the Declaration of Condominium, the Bylaws or any of the statutes of the District of Columbia or the Act.

III. BOARD OF DIRECTORS

A. Number and Qualifications

The affairs of the Tiber Island Condominium shall be governed by a Board of Directors composed of five persons, at least seven (7) persons, all of whom must be owners of Condominium Units in the Tiber Island Condominium. The number of Directors may be reduced by a vote of the Co-Owners at any annual or special meeting of the Council of Co-Owners. No Co-Owner shall be eligible to be elected to the Board of Directors or continue to serve who is shown on the books of the Association to be more than forty-five (45) days delinquent in any payment due the Association.

B. Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and the Tiber Island Condominium and may do all such acts and things as are not by the Act or by the Bylaws directed to be exercised and done by the Council of Co-Owners.

C. Other Powers and Duties

In addition to the duties imposed by these Bylaws or by any resolution of the Council of Co-Owners that may hereafter be adopted, the Board of Directors shall be responsible for the following:

1. To prepare an annual budget and submit the same to the Council of Co-Owners for approval, in which annual budget there shall be established the assessment of each Co-Owner for the Common Expenses.
2. To establish the means and methods of collecting such assessments from the Co-Owners and it shall establish the period of the installment payment of the annual assessment for the Common Expenses. Unless otherwise determined hereafter by the Board of Directors, the annual assessment of each Co-Owner for the Common Expenses adopted by the Council of Co-Owners shall be in monthly installments, and each installment shall be due and payable in advance on the first calendar day of each month for said month.
3. To provide for the care, upkeep and surveillance of the Condominium.

4. To designate, hire and dismiss the personnel necessary for the maintenance and operation of the Tiber Island Condominium. Where appropriate, it may provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties. These supplies and equipment shall be deemed the common property of the Council of Co-Owners.

5. To employ, if required the Council of Co-Owners, a Managing Agent at a compensation to be established by the Board of Directors. The Board of Directors shall delegate to such Managing Agent the responsibility of providing for the care, upkeep and surveillance of all the General and Limited Common Elements and services contained in the Tiber Island Condominium. It may also authorize the Managing Agent to designate, hire and dismiss the personnel necessary for the maintenance and operation of the Tiber Island Condominium and the General and Limited Common Elements of same, and provide services for the same. It may also delegate to such Managing Agent the responsibility of collecting the assessments from the Co-Owners required to be contributed by the Bylaws, the Declaration of Condominium, and the Act.

6. To collect the assessments of the Co-Owners in accordance with the manner fixed by the Council of Co-Owners. To deposit the proceeds in a bank depository which the Board of Directors shall approve, and to use the proceeds to carry out the administration of the Tiber Island Condominium. It may also delegate to such Managing Agent the responsibility of collecting the assessments from the Co-Owners required to be contributed by the Bylaws, the Declaration of Condominium and the Act.

7. To contract for and to pay for all maintenance, repair and replacement of all of the parts of the Tiber Island Condominium required to be maintained, repaired and replaced by the Council of Co-Owners in the Declaration of Condominium and these Bylaws.

8. To make and amend regulations respecting the regarding the maintenance and use of the property, including the Condominium Units and the General and Limited Common in the Tiber Island Condominium.

9. To review proposed purchasers, lessees and mortgagees of Condominium Units in the manner provided for hereinafter by these Bylaws. To assign the Association's right to further income, including the right to future income or the right to receive common expense assessments.

10. To enforce by legal means the provisions of the Declaration of Condominium, these Bylaws, the Act, and the rules and regulations for the use of the Condominium adopted by it, and to bring any proceeding authorized to be instituted on behalf of the Council of Co-Owners in the Act.

11. To carry insurance against casualties and liabilities, including insurance as provided in these Bylaws and Act, and to pay the premium cost thereof.

12. To pay the cost of all services rendered to the Condominium and not billed to Co-Owners of individual Condominium Units.

13. To keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium Units and the administration of the Tiber Island Condominium, and specifying the maintenance and repair expenses of the Common Elements and other expenses incurred. All books, records and vouchers accrediting the expense entries thereupon shall be available for examination by the Co-Owners, and duly authorized agents or attorneys, at general hours on working days at times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Co-Owners. The books shall be subject to an independent audit upon the request of Co-Owners to which at least thirty-three and one-third percent (33-1/3 %) of the votes of the Association are obtained. If the Board of Directors employs a Managing Agent, it may delegate the responsibility of maintaining the books and records to such Managing Agent. The Managing Agent shall keep and maintain the same in the manner provided for in these Bylaws and the Act. Such books and records when kept by the Managing Agency shall nevertheless be available for examination by the Co-Owners or their duly authorized agents or attorneys in the manner hereinbefore provided. The cost of any independent review or audit shall be a Common Expense borne by the Council of Co-Owners. Such audit shall be submitted to the Board of Directors by the Treasurer and Managing Agent.

14. Whenever it shall receive notice in writing from any mortgagee or holder of any deed of trust encumbering any Condominium Unit, the Board of Directors shall notify such mortgagee or holder of such deed of trust of the amount of any unpaid assessment against the Co-Owner of such Condominium Unit.

15. To impose sanctions or fines against Co-Owners and/or units in accordance with the Condominium Act, the Declaration, these Bylaws, and/or the Rules and Regulations.

16. To impose on and receive from Co-Owners any payment, fee or charge for the use, rental or operation of the common elements or for any service provided to Co-Owners.

17. To prepare a statement concerning the resale of units as required by the Act.

18. To do such other things and acts not inconsistent with District of Columbia law, the Act, the Declaration of Condominium, these Bylaws and/or the Rules and Regulations.

D. Election and Terms of Office

1. Nominations. The Secretary shall send to each Co-owner, not later than the tenth (10th) day of August each year, a notice of election, which shall invite Co-Owners wishing to stand for election as Directors of the Board of the Condominium, to so inform the Secretary by not later than the twentieth (20th) day of August and to submit a statement of not more than two hundred (200) words in support of their candidacy.

The Board of Directors shall appoint a Nominating committee, comprised of one (1) Board Member and two (2) non-Board-member Co-Owners. This Nominating Committee shall propose the election slate comprised of the Co-Owners who stated their desire to run for the Board and other Co-Owners, who, after contact by the Nominating Committee, have agreed to run for the Board. Nominations will be accepted from the floor at the annual meeting of the Council of Co-Owners.

2. Election. Election of Directors will be held during the annual meeting of the Council of Co-Owners.

3. Terms of Office. Members of the board of Directors are elected for three-year terms. These terms shall be staggered so that no more than three (3) nor less than two (2) Board members are elected in any one year.

4. Vacancies. Vacancies on the Board of Directors which occur other than through the removal procedure provided in paragraph E below, shall be filled by vote of the majority of the remaining Directors. The new member will serve for the unexpired term.

E. Removal of Directors

At any regular or special meeting duly called, any one or more of the Directors may be removed by a fifty-one percent (51%) vote of the Council of Co-owners. Successors shall be elected by the Council of Co-Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and the Director shall be given an opportunity to be heard at the meeting. Any Board member who misses three (3) consecutive Board meetings during a calendar year, may automatically be removed from the Board.

F. Organizational Meetings

The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of their election.

G. Regular Meetings

Regular meetings of the Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, facsimile, telephone or electronic mail at least three (3) days prior to the day of the meeting. All meetings of the Board of Directors shall be open to Co-Owners, and at such meetings, a reasonable time shall be reserved for Co-Owner comments. The President or presiding officer may call the Board into executive session. Any action taken by the Board in executive session shall be recorded in the minutes.

H. Special Meetings

Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the request of three or more Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, facsimile, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting.

I. Quorum

At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present and

voting at the meeting at which a quorum is present, shall be the acts of the Board of Directors and binding upon all members as such.

J. Fidelity Bond

The Board of Directors shall require that all directors, officers and employees handling or responsible for funds of the Tiber Island Condominium shall furnish adequate fidelity bonds. The premiums on such bonds shall be deemed a Common Expense.

K. Fees

A Director or Officer may not receive a fee or compensation for services.

L. 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. The current *Robert's Rules of Order* shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration of Condominium and these Bylaws or the statutes of the District of Columbia and the Act.

M. Waiver of Notice

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. If all of the 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.

N. Action Without Meeting

Any action by the Board of Directors required or permitted to be taken at any meeting, may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceeding of the Board of Directors.

O. Committees

The Board of Directors from time to time may appoint (and expand or disband) such committees from among its own membership and/or from among the Co-Owners as the Board of Directors from time to time deems desirable to assist in the administration or the operation or affairs of the Condominium.

P. Board of Directors as Attorney-in-Fact

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Co-Owners of all of the units and for each of them, to manage, control and deal with the interests of such Co-Owners in the common elements of the Condominium and to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Co-Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Land and Buildings to: (1) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (2) execute and deliver releases upon the payment of claims, and (3) act on their behalf in any condemnation proceeding or action of eminent domain; provided, however, that the consent of a mortgagee shall be required if such mortgagee notifies the Board of Directors within thirty days after receipt of notice of the damage, or notice of the taking in condemnation, or by eminent domain. The powers hereby granted shall be in addition to any rights granted by the Condominium Act, including, but not limited to, Section 45-1848 of the Condominium Act. The Board of Directors may grant and accept easements and licenses pursuant to Section 45-1848(b).

Q. Indemnification and Liability of Officers and Board of Directors

The Association shall indemnify every officer and director of the Association against any and all claims and expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he or she may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the condominium project (except to the extent that such officers or directors may also be owners of condominium units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled. The Association shall obtain and keep in effect adequate Directors' and Officers' Insurance.

R. Common or Interested Directors

The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the condominium project. No contract or other transaction between the Association and any corporation, firm or association in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is 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 the conditions specified in the following subparagraphs exist:

1. The fact of the common directorate or interest is disclosed or known to a majority of the Board of Directors and noted in the Minutes, and the Board 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 a majority of the members and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

3. The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, but may not to authorize any such contract or transaction.

IV. OFFICERS

A. Designation

There shall be four (4) principal officers, a President, a Vice President, a Secretary, and a Treasurer, all of who shall be elected by and from the Board of Directors. The Directors may appoint such other officers or assistants as in their judgment may be necessary.

B. Election and Removal of Officers

Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board and such officers shall hold office at the pleasure of the Board of Directors. Upon any affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from the office either with or without cause and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose.

C. President

The President shall be the Chief Executive Officer of the Council of Co-Owners. He or she shall preside at all meetings of the Council of Co-Owners and the Board of Directors, and shall have the right to vote in all cases at such meetings. He or she shall have all of the general powers and duties which are usually vested in the office of a president of an incorporated association, including, but not limited to, the power to appoint committees from among the Co-Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

D. Vice President

The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board

to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

E. Secretary

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council of Co-Owners, and shall have charge of such books, recording documents and papers as the Board of Directors may direct.

F. Treasurer

The Treasurer shall have responsibility for the funds and securities of the Council of Co-Owners, shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners, and shall be responsible for the deposit of all monies and other property in the name of and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Directors. If a Managing Agent has been engaged by the Board of Directors, the Treasurer may delegate to such Managing Agent the responsibility for maintaining the fiscal books of account, provided regular periodic statements are submitted to the Treasurer by such Managing Agent.

G. Agreements, Contracts, Deeds and Checks

All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations of over one-thousand dollars (\$1,000.00) approved by the Board of Directors, shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations equal to or less than one thousand dollars (\$1,000.00) dollars may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

V. FISCAL MANAGEMENT

The Common Expenses of the Condominium shall be determined, assessed, collected and disbursed in the following manner:

A. Budget

1. The Board of Directors shall adopt a budget for each fiscal year which shall be submitted at the budget meeting of the Council of Co-Owners for approval, which budget shall contain estimates of the cost of performing the functions of the Council of Co-Owners, including, but not limited to, the following items:

a. Common Expense Budget

- (1) Maintenance, repair and replacement of the General Common Elements and Limited Common Elements.
- (2) Administration of the Condominium.
- (3) Landscaping.
- (4) Maintenance of walks and paved areas.

- (5) Casualty insurance.
- (6) Liability insurance.
- (7) Utility services affecting the General Common Elements.
- (8) Management fees.
- (9) Such other expenses as shall be estimated by the Board of Directors and necessary for the administration and operation of the Condominium, or which may be determined to be Common Expenses under the Act, the Declaration of Condominium, these Bylaws, or by resolution of the Council of Co-Owners.

b. Contingency Reserve Fund. To provide for all sums to be collected for emergencies and unforeseen contingencies.

c. Repair and Replacement Fund. To provide for all sums to be collected for alteration and improvement assessments and for reconstruction and repair assessments. A deposit account designated "Tiber Island Replacement Fund" shall be established with a banking or savings and loan company insured by FDIC or FSLIC, to receive Condominium funds for the purpose of creating a reserve for replacements. From assessment monies received monthly, the Treasurer, or the Managing Agent, shall deposit each month to this account, a sum equal to one-twelfth of the approved annual budget amount called "Reserve for Replacements". Funds deposited to this account shall be used only for replacement of Condominium property, including replacement of structures, fences and gates, provided, however, that if the Board of Directors determines that an extraordinary situation exists, it may use the fund from this account for common expenses of the Condominium, provided further that the resolution of the Board authorizing the use of said funds must include provision (including, but not limited to, proposal of a special assessment) for replenishment of said fund within a reasonable period, and provide further that each Co-Owner shall be provided with a copy of said resolution within thirty (30) days after it is adopted.

2. Assessments for Common Expenses. Copies of the proposed budget and proposed assessments shall be furnished to each Condominium Unit Co-Owner by the Board of Directors at least fifteen days before the budget meeting of the Council of Co-Owners, and the same shall be submitted for approval to the Council of Co-Owners at such budget meeting. If approved by a majority of the Co-Owners, either in person or by proxy, at the budget meeting, the budget shall constitute the basis of determining the contribution of each Co-Owner for the assessment of Common Expenses as established by the Act, the Declaration of Condominium and these Bylaws. The contribution of each Co-Owner to the Common Expenses shall be in proportion to their respective individual percentage interest as set forth in the Declaration of Condominium. The same shall be paid by each Co-Owner in the manner provided for in the Declaration and these Bylaws, and the same is hereby declared to be a lien within the provisions of the Act of the District of Columbia against the respective Condominium Unit in the manner provided for in Article VIII of these Bylaws. Payment shall be made to the Managing Agent employed by the Board of Directors if there should be one, or else to the Treasurer or such other person designated by the Board of Directors. In the event of a default in the payment of the contribution of any Co-Owner, then the Board of Directors shall have the right to exercise any of the powers granted to the Council of Co-Owners for the enforcement of the obligation of each Co-Owner to pay his or her respective contribution as is set forth in the Act, the Declaration of Condominium, and these Bylaws.

B. Assessments In addition to Budgeted Common Expenses

Whenever the Council of Co-Owners shall levy any assessment other than budgeted Common Expenses in accordance with the provisions of the Act, the same shall be paid by the Condominium Co-Owner in the manner provided for in the resolution adopting such assessment, which resolution may declare the same to be a lien within the purview of the Act of the District of Columbia, and the collection of the same shall be the responsibility of the Board of Directors acting through the Managing Agent, if one is employed, or by any other means not inconsistent with the Act and the Declaration of Condominium.

C. Accounts

Unless otherwise provided in these Bylaws, all sums collected by the Board of Directors on behalf of the Council of Co-Owners may be commingled into a single fund, and if so, they shall be held for the Condominium Unit Co-Owner in accordance with his individual percentage interest as set forth in the Declaration. The Board of Directors may create such accounts in bank or savings and loan association depositories as it sees fit, and may create separate depository accounts for special funds and accounts as it may determine from time to time.

D. Fiscal Year

The fiscal year of the Association shall begin on the first day of January every year. The date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

E. Books and Accounts

Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration, and shall specify the maintenance and repair expenses of the general and limited common elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditure of the Association shall be credited upon the Books of the Association to the "Paid-In-Surplus" account as a capital contribution by the members.

VI. MAINTENANCE AND REPAIR

A. By the Council of Co-Owners

The Council of Co-Owners, at its expense, shall be responsible for the maintenance, repair and replacement of the following elements on a programmed basis. Where elements associated with Condominium Units require more frequent attention, as a result of negligence on the part of the involved Co-Owners, this will be at their expense.

1. All of the Common Elements.
2. All exterior walls and exterior surfaces of the Condominium Units exposed to the weather. Without limiting the generality of the foregoing, these shall include the following:
 - a. The external surfaces of doors, screen doors (excluding screens) and the door frames as well as the external surfaces, but including glass only as long as glass is insured by the Council of Co-Owners and to the extent that such glass is insured.
 - b. The external light fixtures provided outside the Condominium Unit front door and front and back gates, and utility room door ("C" and "D" units), except for replacement of light bulbs in the front door and utility room fixtures.
 - c. Maintenance, repair and replacement of all walls enclosing the patios and the patio gates, and to steps to patios and entrance doors.
 - d. The iron hand rail and iron balcony rails provided in the type "C" and "D" units.
 - e. The exterior surfaces of the kitchen ventilating louvers as they extend beyond the outside of the vertical wall for the "A" and "B" units only.
 - f. All air conditioning screens located on the roofs together with the ventilating pipes enclosed therein, but excluding therefrom the air conditioning units on the roof contained within the screens.
3. The roof of each Condominium Unit and all roof drainage and ventilating pipes.
4. All other portions of the Condominium Unit which contribute to the support of the building, including the party walls as contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces.
5. The sanitary and storm sewer systems and appurtenances, all gas, water, electric, and plumbing, and telephone lines, facilities and systems, including all parts thereof that are deemed Common Elements, and including all ducts, plumbing, wiring, and other facilities for the furnishing of all utility services into two or more Condominium Units, all catch basins, underground television master antenna systems, all lighting fixtures and units located outside the specific boundaries of any Condominium Unit, but excluding therefrom all plumbing, heating and electrical appliances, fixtures, systems and parts thereof which are enjoyed by only a single Condominium Unit and are located solely with the boundary of an individual Condominium Unit.
6. All damage caused to any Condominium Unit by such work as may be done, or caused to be done, by the Council of Co-Owners in accordance therewith.
7. The Association, through its Board of Directors, shall be responsible for maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a

Co-Owner, in which case such expense shall be charged to such Co-Owner) of all the common elements of the Condominium. The cost of which shall be charged to all Co-Owners as a common expense.

B. By the Condominium Co-Owner

1. Except for the portions of the Condominium Unit required to be maintained, repaired and replaced by the Council of Co-Owners, each Co-Owner shall be responsible for the maintenance, repair and replacement, at the Co-Owner's expense, of the following: the interior portions of the walls, floors and ceilings, kitchen and bathroom fixtures and equipment, refrigerator, range and air conditioning systems which are wholly contained within his or her Condominium Unit and which only serve that Condominium Unit and no other, the horizontal ground surface within the patio areas whether grass, brick, flagstone (including walks) or paved, sheds, stairs other than original design, Co-Owner-installed planting boxes or other structures, located within the patio walls, and all outside or external power outlets.

2. In addition, each Co-Owner shall be responsible on a pro rata basis for maintenance, repair and replacement of any Limited Common Elements, in proportion to the number of Co-Owners reasonably directly benefiting from the Limited Common Elements. For purposes of this paragraph, Limited common Elements shall not include those parking spaces that have been declared in this Declaration to be for the exclusive use and benefit of certain Condominium Units.

3. Each Co-Owner shall perform his or her responsibility in such a manner as shall not unreasonably disturb or interfere with the other Co-Owners.

4. Each Co-Owner shall promptly report to the Board of Directors or its Agent any defect or need for repairs. The responsibility for remedying defects or need for repairs of Common Elements rests with the Board of Directors.

C. Manner of Repair and Replacement

1. All repairs and replacements shall be substantially similar to the original construction and installation.

2. No Co-Owner shall make any alterations to any portion of the Horizontal Property Regime which are to be maintained by the Council of Co-Owners or remove any part or portion thereof. Nor shall any Co-Owner make any additions or do anything which would jeopardize the safety or soundness of the structure, nor shall any Co-Owner impair any easement without first obtaining the consent of the Council of Co-Owners and the consents of the other Co-Owners of the Condominium Units for whose benefits such easements exist and their respective mortgagees; and if such easement benefits the owner or lessee of the residential project or development immediately contiguous to and adjoining the Horizontal Property Regime, the consent of such other owner or Lessee shall also be first obtained, and in the event that the removal or the consented replacement of the same is consented to by all of the foregoing whose consent is required, then such subsequent replacement thereafter shall not be removed without obtaining the additional and further consent of the foregoing whose consents are required.

3. In order to preserve the uniform architectural appearance of the Condominium, no Co-Owner shall change, modify or alter in any way the design and appearance of the exterior surfaces, facades and elevations from that of its original construction and design; nor paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of the metal air conditioning enclosure on the roof; iron railings, window frames, nor change the design or color of the exterior post lights; nor shall any Co-Owner install, erect or attach to any part of the exterior of his Condominium Unit any sign of any kind whatsoever; nor shall any Co-Owner erect or construct any fence or exterior wall other than those constructed in the original construction in accordance with the original Plans and Specifications; all without first obtaining the consent of the Board of Directors of the Condominium.

D. By Co-Owners of Items Which Are the Responsibility of the Council of Co-Owners

1. It is recognized that occasionally unusual or emergency conditions may require maintenance, repair or replacement of elements. When this occurs, the individual immediate Co-Owners affected shall promptly report to the Board of Directors or its Managing Agent any defect or need for repairs. If the Board of Directors or its Managing Agent does not remedy such defect within a reasonable time, the Co-Owner may proceed at his or her expense and risk to perform such maintenance, repair or replacement. After this has been done, the Co-Owner must present the bill for the required service to the Board of Directors, along with an explanation of the need for the service. If the Board of Directors, in its sole and unrestricted judgment, determines that the bill was properly incurred for a service properly chargeable to the Council of Co-Owners, the Co-Owner shall be reimbursed for the bill.

2. In no event shall the liability of the Council of Co-Owners to any individual Co-Owner exceed the cost of maintenance, repair or replacement of the items set forth in Section A of this Article.

E. Association May Repair or Replace Unit Components

Notwithstanding any provision of this Article or any provisions of the Association's legal documents, the Association may repair or replace specified unit components using common expense funds, if failure to make the repair or replacement would have a material adverse effect upon the health, safety, or welfare of the Co-Owners, the common elements, or the income and common expenses of the Association. The repair or replacement may be at the expense of the Association or, if a limited number of units are affected, at the expense of the Co-Owners affected.

F. Additions, Alterations or Improvements by Board of Directors

Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of ten thousand dollars (\$10,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Co-Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all owners for the cost thereof as a Common Expense. Any additions, alterations or

improvements costing ten thousand dollars (\$10,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Co-Owner or Co-Owners requesting the same, such requesting Co-Owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

G. Additions, Alterations or Improvements by Co-Owners

No Co-owner shall make any structural additions, alterations or improvement in or to his or her unit without the prior written consent thereto of the Board of Directors. No owner shall paint or alter the exterior of the Building, including the doors, windows, railings, patios, fences and balconies, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-owner's unit within forty-five (45) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement, or to any person having any claim for injury or damage to property arising therefrom.

H. Access at Reasonable Times

For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Co-Owner, to enter any condominium unit at any time considered to be reasonable under the circumstances.

I. Easements for Utilities and Related Purposes

The Association is authorized and empowered to grant such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone and television cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Co-Owners of the Condominium Units. The same may be granted only over those portions of the common elements upon which no building or structure has been erected.

J. Limitation of Liability

The Association shall not be liable for any failure of any 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 from any pipe, drain, conduit, appliance or equipment. The

Association shall not be liable to the owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the limited common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

VII. INSURANCE

A. Authority to Purchase

All insurance policies upon the property (except as hereinafter allowed) including each Condominium Unit, shall be purchased by the Council of Co-Owners acting through the Board of Directors or the Managing Agent for the benefit of the respective Condominium Co-Owners and their respective mortgagees as their interest may appear. The insurance companies shall provide that the insurer waives the right of subrogation as to any claims against the Condominium Unit Co-Owners, the Council of Co-Owners, the Managing Agent, the Board of Directors, and their respective agents. The Managing Agent or the Board of Directors shall obtain such insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as shall be deemed necessary by the Board of Directors. All insurance policies shall be in accordance with the Condominium Act, as amended, from time to time. Such insurance coverage shall be written on the Tiber Island Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner, and to his or her mortgagee, for his or her respective Condominium Unit and for his or her Individual Percentage Interest in the Common Elements and the Limited Common Elements. Premiums for such fire and other hazard insurance and the fee to the Insurance Trustee for its services rendered hereunder shall be Common Expenses.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his or her own Condominium Unit for his or her benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board of Directors or Managing Agent on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Declaration and these Bylaws. All insurance policies shall require written notice of cancellation to the Managing Agent or the Board of Directors and where the same is appropriate, to any mortgagee of any Condominium Unit.

B. Separate Insurance

Each Condominium Co-Owner shall obtain insurance at his or her own expense affording coverage upon his or her personal property and for his or her personal liability, as may be required by law, but all such insurance shall contain the same waiver or subrogation as that set forth in the preceding paragraph, if the same is available.

C. Coverage

1. Casualty: The Tiber Island Condominium shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) in accordance with the Condominium Act. Such coverage shall afford protection against:

a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

b. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Tiber Island Condominium, including but not limited to, vandalism, malicious mischief, windstorm and water damage.

2. Public liability and property damage in such amounts and in such forms as shall be authorized by the Board of Directors.

3. Workmen's Compensation policy where necessary to meet the requirements of law.

4. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council of Co-Owners as a group, and the Board of Directors and Managing Agent to each individual Condominium Unit Co-Owner.

5. Officers and Directors insurance coverage shall be obtained in an amount determined by the Board of Directors. All officers and members of the Board of Directors will be covered by this insurance.

D. Premiums

Premiums upon insurance policies purchased by the Council of Co-Owners shall be paid by the Council of Co-Owners and charged as a Common Expense.

E. Insurance Trustee

1. The Board of Directors shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby.

2. Insurance Policies.

(a) All insurance policies purchased by the Council of Co-Owners shall be for the benefit of the Council of Co-Owners, each Co-Owner and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the designated Insurance Trustee with trust powers as may be approved by the Council of Co-Owners. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the

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, and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Council of Co-Owners, the Co-Owners and their respective mortgagees.

(b) Any portion of the Condominium for which insurance is required under this section that is damaged or destroyed shall be repaired or replaced promptly by the Association unless the Condominium is terminated, repair or replacement would be illegal under any health of safety statute, rule, or regulation, or eighty percent (80%) of the Co-Owners, including every Co-Owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common expense. If the entire Condominium is not repaired, the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium. The insurance proceeds attributable to the units and limited common elements that are not rebuilt shall be distributed to the Co-Owners of those units and the Co-Owners of the units to which those limited common appertained, or to lien holders, as their interests may appear, in proportion to the interests in the common elements appertaining to all the units. If the Co-Owners vote not to rebuild any unit, that unit's allocated interest shall be automatically reallocated upon the vote as if the unit had been condemned and the Association promptly shall prepare, execute, and record an amendment to the Condominium instruments reflecting the reallocations.

(c) Notwithstanding any provision herein, the deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense, provided, however, that the Association may assess and deduct amounts necessitated by the negligence, misuse, or neglect for which a Co-Owner is responsible, against such Co-Owner.

3. Mortgagees. In the event there is a recorded mortgage on a Condominium Unit, the share of the Co-Owner shall be held in trust for the Mortgagee thereof and the Co-Owner as their interests may appear.

F. Distribution of Proceeds

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Co-Owner entitled thereto after first paying or making provision for the payment of the expense of the Insurance Trustee in the manner following:

1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Co-Owner and the mortgagee, if any, entitled thereto; all remittances to Co-Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by the mortgagee.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed pro rata to the Co-Owner entitled thereto, after first paying off, out of the respective shares of the Co-Owners, to the extent sufficient for that purpose,

all liens, including mortgage liens, on the unit of each Co-Owner. Remittances to Co-Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by the mortgagee.

3. Certificate. In making distribution to Co-Owners and their mortgagees, the Insurance Trustee may rely on a certificate of the Council of Co-Owners or Board of Directors as to the names of the Co-Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council of Co-Owners or Board of Directors, forthwith, shall deliver such certificates.

G. Reconstruction or Repair of Casualty Damage

1. Reconstruct or Repair. If any part of the Common Elements or the Condominium Unit shall be damaged by casualty, the following apply:

a. Any such reconstruction or repair shall be substantially in accordance with the original Plans and Specifications under which the Tiber Island Condominium was originally constructed.

b. Encroachments upon or in favor of a Condominium Unit which may be created as a result of such reconstruction or repair shall not constitute a claim or basis at a proceeding or action by the Co-Owners upon whose property such encroachment exists, providing that such reconstruction was substantially in accordance with the Plans and Specifications under which the Condominium Regime was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Council of Co-Owners or the Board of Directors certifying as to whether or not the damaged property is to be reconstructed or repaired. The Council of Co-Owners or the Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

2. Responsibility. If the damage is only to those parts of the Condominium Unit for which the responsibility of maintenance and repair is that of the Co-Owner, the Co-Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Council of Co-Owners.

a. Estimate of Costs. Immediately after a casualty causing damage to property for which the Council of Co-Owners has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

b. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council of Co-Owners (including the aforesaid fees and premiums, if any) assessments shall be made against all the Co-Owners in proportion to their Individual Percentage Interests in sufficient amounts to provide funds to pay the estimated

costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all the Co-Owners in proportion to their Individual Percentage Interests in sufficient amounts to provide funds for the payment of such costs.

c. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Council of Co-Owners from assessments against Co-Owners, shall be disbursed in payment of such costs in the following manner:

(1) Council of Co-Owners. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Council of Co-Owners with the Insurance Trustee. In all other cases, the Council of Co-Owners shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Council of Co-Owners from collections of assessments against Co-Owners on account of such casualty, shall constitute payment of the costs of reconstruction and repair in the following manner:

(a) Co-Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Co-Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Co-Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Co-Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Co-Owner to make such reconstruction or repair.

(b) Council of Co-Owners – Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Council of Co-Owners; 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 funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Council of Co-Owners – Major Damage. If the amount of the estimated costs of reconstruction and repair of the Condominium Unit or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Council of Co-Owners, and upon approval of an architect qualified to practice in the District of Columbia and employed by the Council of Co-Owners, acting through their Board of Directors, to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Co-Owners and their mortgagees who are the beneficial owners of the fund.

(e) Priority of Payment. When the damage is to both Common Elements and Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Condominium Units in the shares above stated.

d. Insurance Adjustments. Each Co-Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Council of Co-Owners except in any case where the damage is restricted to one Condominium Unit, subject to the rights of mortgagees of such Co-Owners.

H. Deductibility

The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense, provided, however, that the Association may, pursuant to these Bylaws, assess against such Co-Owner any deductible amount necessitated by the negligence, misuse or neglect for which a Co-Owner is responsible.

VIII. OBLIGATION OF THE CO-OWNERS

A. Assessments

All owners are liable to pay the installments on their portion of the Common Expenses and assessments imposed by the Council of Co-Owners.

B. Maintenance and Repair

Every owner shall promptly perform all maintenance and repair work required to be performed by him in the Declaration of Condominium and these Bylaws.

C. Use Restrictions and Transfers

In order to provide for a community of congenial residents and to provide for the protection of the value of the Condominium Units, the use of the Tiber Island Condominium shall be subject to the following provisions:

1. Use Restrictions:

a. Each Condominium Unit shall be used only by residents and the Common Elements and Limited Common Elements shall be used only for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the Condominium Units.

b. Commercial use of condominium Units is prohibited.

c. No structural alteration, construction, addition or removal of any Condominium Unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws.

d. No Co-Owner shall permit any nuisance to occur or take place within his or her Condominium Unit, nor shall he or she permit any use or practice which is the source of annoyance to the other Co-Owners or which interferes with the peaceful possession or proper use of the Tiber Island Condominium by the Co-Owners. No Co-Owner shall use the Condominium Unit or conduct any activity, profession, or employment in the Condominium Unit in any manner which shall violate any law, order, rule, regulation, zoning ordinance or rule or regulation of any governmental agency having jurisdiction thereover, or in violation of the rules and regulations which shall be promulgated from time to time by the Council of Co-Owners or the Board of Directors, or which are made part of these Bylaws. Rules and Regulations are annexed hereto and made part of these Bylaws and the same shall be deemed effective until amended by the Council of Co-Owners, and upon such amendment, copies of the same shall be furnished to each Co-Owner prior to the time that the same becomes effective. Nothing contained in any regulation promulgated by the Council of Co-Owners or by the Board of Directors shall be effective to impair or limit the rights of any Mortgagee having any an interest in any Condominium Unit.

2. Transfers. The sale, leasing and mortgaging of Condominium Units shall be subject to the following provisions:

a. All leases of units shall be in accordance with the Rules and Regulations of the Association.

b. No unit shall be used or occupied for transient or hotel purposes, or in any event, for an initial period of less than one year. Any lease must be for an entire unit. Co-Owners shall utilize a written lease, the provisions of which shall contain at least the following:

(1) Require the lessee to comply with the Act, the Declaration, Bylaws and Rules and Regulations of the Condominium.

(2) Provide that failure to comply with the provisions of the Act, the Declaration, Bylaws, and/or Rules and Regulations constitutes a default under the lease; and

(3) Provide that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict lessee in the name of the lessor thereunder, after thirty (30) days written to the Co-Owner, in the event of a default by the lessee in the performance of the lease.

(4) The Board of Directors may require a standard addendum to lease for use by the Co-Owners, which sets forth the required provisions enumerated above. Each Co-Owner shall within ten (10) days following the execution of a lease of a unit, forward a conformed copy to the Board of Directors. The subleasing of any Condominium Unit shall not release the Co-Owner from any obligation under the Condominium documents.

3. Resale. The Board of Directors or a duly designated agent shall, upon written request of any Co-Owner or purchaser of a unit, furnish to said Co-Owner or purchaser, with the time period prescribed by the Act, the information as required by the Act.

4. Mortgage. Nothing contained in the Bylaws shall be deemed or construed to preclude any Mortgagee from acquiring the interest of any Mortgagor by a transfer in lieu of foreclosure of the mortgage, nor shall such Mortgagee be precluded from acquiring the interest of the Mortgagor in any foreclosure proceeding or sale in connection herewith.

5. Mortgages to Include Deeds of Trust. Mortgage, Mortgagor and Mortgagee as used in these Bylaws means and includes a deed of trust and/or promissory note secured thereby, the borrower, the lender and the trustee under the deed of trust, as if those terms were expressly used. All rights, exemptions, liens and priorities provided or secured to the Mortgagee and transferee of a Mortgagee by this instrument, the Bylaws of the Condominium, or otherwise, shall equally apply to or constitute a right, exemption, lien or priority of the trustee under a deed of trust and/or the holder of the promissory note secured thereby and their transferees, including purchasers at any foreclosure sale made by the trustee under the deed of trust.

D. Noncompliance and Default

Each Co-Owner shall be governed by and shall comply with all of the terms of the Act, the Declaration of Condominium, these Bylaws and all rules, regulations, resolutions, and decisions that may be adopted from time to time and any amendments of the same. Noncompliance by a Co-Owner of any violation or default shall entitle the Council of Co-Owners, acting through its Board of Directors or through the Managing Agent, to the following relief:

1. Legal Proceedings. Failure to comply with any of the terms of the Act, the Declaration of Condominium, these Bylaws, and the Rules and Regulations, resolutions and decisions shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, sanctions, fines, foreclosure of lien, for payment of annual assessments, any other relief provided for in these Bylaws or any combination thereof.

2. Additional Liability. All Co-Owners shall be liable for the expense of any maintenance, repair or replacement necessary by their act, neglect, or carelessness or the act, neglect or carelessness of any member of his or her household, tenants, employees, agents or licensees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Council of Co-Owners. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Condominium Unit or its appurtenances. Nothing contained herein, however, shall be construed so as to modify any waiver by any insurance company by rights of subrogation. Any costs, including, without limitation, legal fees incurred by the Association as a result of a failure by any Co-Owner (or such Co-Owners's guests, invitees, tenants, agents, employee or family members) to comply with the Act, the legal documents, and the Rules and Regulations, may be assessed against such Co-Owner's unit.

3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged noncompliance by any Co-Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.

4. No Waiver of Rights. The failure of the Council of Co-Owners or of the Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Condominium and these Bylaws and regulations adopted thereto, shall not constitute a waiver of the right of the Council of Co-Owners or Co-Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Council of Co-Owners or a Co-Owner pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium and these Bylaws and regulations adopted thereto shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such privileges as may be granted to such party by the Declaration of Condominium and these Bylaws and regulations adopted thereto, or at law or in equity.

5. Repeated Violations. In any case of flagrant a violation or repeated violations by a Condominium Unit Co-Owner (after reasonable notice to the Co-Owner that said violation or breach constitutes an immediate danger to the Condominium and Co-Owners), shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws; (a) to enter any Unit in which, or as to which, such violation or breach exists and summarily act to abate and remove, at the expense of the defaulting Co-Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner or trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6. Interest. In the event of a default by any Co-Owner which continues for a period in excess of fifteen (15) days, such Co-Owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum, or any amount permitted by law, whichever is greater, from the due date thereof.

7. Late Charges. In the event of a default by any Co-Owner in paying any assessments for common expenses or any other sum assessed against the Co-Owner, which default continues for a period of fifteen (15) days, such Co-Owner shall be obligated to pay a late payment charge in the amount of twenty-five dollars (\$25.00), or such other amount as from time to time shall be determined by the Board of Directors. A Co-Owner shall not be charged more than one late payment charge per month for each month the Co-Owner remains in default.

8. Fines. The Board of Directors may levy reasonable fines against Co-Owners for violation of the Condominium Act, the Declaration, Bylaws or the Rules and Regulations by the Co-Owner, the members of such Co-Owner's family, or such Co-Owner's guests, invitees, tenants, agents or employees. No fine may be levied for a single violation in an amount more than one percent (1%) of such Co-Owner's annual assessment. Each day a violation continues, after written notice is given to the Co-Owner at the Co-Owner's last known address, is a separate violation. If the violation continues for fourteen (14) calendar days, and the problem is not corrected, the Board shall be obligated to send a new notice of violation to the Co-Owner at the last known address. If a Co-Owner makes a written request for a hearing prior to the time that the fine is enforced, the payment of the fine shall be suspended until the hearing is held. The Board of Directors will designate the time and place of the hearing in writing to the affected Co-Owner. If the Co-Owner fails to appear for the hearing at the designated time and place, the

suspension of the payment of the fine will be revoked and the fine will be immediately due and payable. Fines are special assessments and shall be collected as such.

E. Lien for Liabilities

1. The liability for Common Expenses shall be determined, levied, and assessed in advance for each ensuing fiscal year in the manner provided in Article V of these Bylaws, and the same shall be paid by each Co-Owner in the manner prescribed by the Board of Directors.

2. If such liability is payable in installments, then upon the default by any Co-Owner in the payment of any single installment, which default shall continue for ten (10) calendar days beyond the due date of payment for such installment, then thereafter, at the option of the Board of Directors or of the Managing Agent, the then remaining total of the unpaid installments of such lien may be accelerated for payment, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Co-Owner by the Board of Directors or the Managing Agent in the manner provided by Article X of these Bylaws.

3. Such lien may be pursued in the manner provided by the laws of the District of Columbia power of sale or action in the name of the Board of Directors or the Managing Agent, acting on behalf of the Council of Co-Owners. 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. The Board of Directors, acting on behalf of the Council of Co-Owners, shall have the power to bid on the Condominium Unit at any power of sale or foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.

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

5. Except as more particularly provided in the Act, the Declaration, or these Bylaws, nothing contained herein shall affect or impair or release the Condominium Unit from the lien for such contribution, or impair or diminish the rights of the Board of Directors or of the Managing Agent acting on behalf of the Council of Co-Owners with respect thereto.

IX. DESIGNATION OF THE PERSON AUTHORIZED TO ACCEPT SERVICE OF PROCESS

The person authorized to accept service of process in any action relating to two or more Units or to the Common Elements as authorized under the Act is the President, Board of Directors of the Tiber Island Condominium.

X. NOTICE

Any notice, bill, statement or communication which the Council of Co-Owners, the Board of Directors, or any Managing Agent designated by the Board of Directors, may desire to be required to give to a Co-Owner, shall be deemed sufficiently given or rendered if, in writing, delivered to the Co-Owner personally or sent by registered or certified mail addressed to the Co-

Owner at the address of the Condominium Unit of such Co-Owner, or at any other address which the Co-Owner shall designate in writing and which he shall file with the Secretary, or if left at the Condominium Unit addressed to the Co-Owner, and the time of the rendition of such bill or statement and of the giving of such notice or communication, shall be deemed to be the time when the same is delivered to the Co-Owner or mailed or left at the premises as herein provided. Any notice by the Co-Owner to the Council of Co-Owners, the Board of Directors, or the Managing Agent, as the case may be, must be in writing and must be served by registered or certified mail addressed to the President of the Board of Directors, or if addressed to the Managing Agent, to the principal office of such Managing Agent.

XI. AMENDMENTS

These Bylaws may be modified or amended from time to time in the manner hereafter provided. However, no modification of or amendment to these Bylaws shall be valid unless set forth in an amendment to the Declaration and such amendment is duly recorded as is required by the Act. Modifications of and amendments to the Bylaws shall be proposed and adopted in the following manner:

A. Notices

Notice of the subject matter of a proposed modification or amendment shall be included in the notice of any meeting at which the proposed modification or amendment is to be considered.

B. Voting Majority

A resolution adopting a proposed modification or amendment must receive the approval of two-thirds of the Co-Owners. Co-Owners the modification or amendment may express their approval or disapproval thereto in writing duly filed with the Secretary before the meeting.

C. Filing

A modification or amendment may be proposed by a majority vote of the Board of Directors at a duly constituted meeting thereof, or upon a petition signed by a majority of the Council of Co-Owners and duly filed with the Secretary of the Council of Co-Owners. Upon such filing of such petition or upon the adoption of a resolution to that effect by the Board of Directors, then the President of the Council of Co-Owners will call a special meeting of the Council of Co-Owners to be convened in the manner provided for in these Bylaws for the purpose of considering the proposed modification or amendment.

D. Effective Date

A modification or amendment, when adopted in accordance with the provisions of these Bylaws shall become effective only upon the recording of the same as required in the Bylaws and by the Act.

E. Applicability

No modification or amendment of to the Bylaws may be adopted which shall be inconsistent with the provisions of the Act. A modification or amendment, once adopted and recorded as provided for herein, shall then constitute part of the official Bylaws of the Tiber Island Condominium.

F. Rights, Priorities, Remedies, and Interests

These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagor. Such provisions in the Bylaws are to be construed as covenants for the protection of the mortgagor or holder of the first trust loans, on which it they may rely in making loans secured by mortgages for deeds of trust on the individual Condominium Unit. Accordingly, no amendment or modification of the Bylaws impairing or affecting such rights, priorities, remedies or interests of a mortgagor shall be adopted without the prior written consent of such mortgagor. If there is more than one mortgagor holding mortgages or deed of trust loans on the Condominium Unit, it shall be sufficient to obtain the written consent of the mortgagor who holds the mortgages on Condominium Units aggregating the greater percentage of the Condominium project.

G. Inspection of Books

The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first holder of any first mortgage on any Condominium Unit and its duly authorized agents and/or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

H. Execution of Association Documents

With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

I. Seal

The Board of Directors shall provide a suitable seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate of the Seal shall be may be kept and used by the Treasurer, or assistant secretary, or assistant treasurer, or Managing Agent.

XII. MISCELLANEOUS

A. Compliance

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

B. Conflict

These Bylaws are subordinate and subject to the Act, the Declaration of 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 shall control. If there a conflict between the Horizontal Property Act and the Condominium Act, the latter shall control.

C. Severability

These Bylaws are adopted to comply with the laws and regulation 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 shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

D. Waiver

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

E. 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.