

EXHIBIT B

BY-LAWS

COUNCIL OF UNIT OWNERS OF
BATTLE PARK INDUSTRIAL COMPLEX
A CONDOMINIUM
(an unincorporated association)

ARTICLE I

Section 1. Name and Location. The name of the Council of Unit Owners is as follows:

BATTLE PARK INDUSTRIAL COMPLEX
A CONDOMINIUM

Its principal office and mailing address is as follows:

303 Charlotte Street
Fredericksburg, Virginia 22401

ARTICLE II

Definitions

Section 1. Declaration. "Declaration", as used herein, means that certain Declaration made the _____ day of _____, 1990, by the Declarant therein identified, pursuant to Chapter 4.2 of Title 55 of the Code of Virginia, as amended ("Condominium Act") as from time to time amended, by which certain described premises (including land) are submitted to a condominium property regime and which Declaration is recorded among the Land Records of Spotsylvania County, Virginia, immediately prior hereto and to which the By-Laws are appended as an Exhibit.

Section 2. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the condominium units in the condominium. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in

Additional Land

LEGAL DESCRIPTION
ON LOTS 6 AND 7
FREDERICKSBURG BUSINESS PARK

All that certain property known as lots 6 and 7 Fredericksburg Business Park located in Lee Hill District, Spotsylvania County, Virginia and recorded in Deed Book _____ at page _____ among the land recorded of the Clerk's office of the Circuit Court of Spotsylvania County, Virginia which property is more and particulary described as follows:

Beginning at a point on the East side of Pierson Drive, a 50' right of way, said point being 1,127.87' from the Intersection of Tidewater Trail (Routes #2 and #17), thence leaving said Pierson Drive and running S 51° 58' 35" E 380.00' to a point on the line with Delco Moraine, thence S 38° 01' 25" W 400.00' to a point, thence N 51° 58' 35" W 380.00' to a point on the side of said Pierson Drive, thence with the side of said Pierson Drive N 38° 01' 25" E 400.00' to the point and place of beginning, containing 3.48944 acres of land.



Edison L. Sullivan
#908 B

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Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a petition signed by two unit owners provided, however, that, except upon resolution of the Board of Directors, no special meeting of the unit owners shall be called prior to the first annual meeting of unit owners as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the notice.

Section 4. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster of the names and addresses of each unit owner to which written notice of meetings of the Council of Unit Owners shall be delivered or mailed. Each unit owner shall furnish the Council of Unit Owners with his name and correct mailing address.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Council of Unit Owners, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner at his address as it appears on the roster of unit owners maintained by the Council of Unit Owners, and if no such address appears, at his last known place of address or at his condominium unit, at least fifteen (15) days but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a unit owner at any annual or special meeting shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the unit owners may also be waived by any unit owner either prior to, at or after any such meeting.

Section 6. Quorum. The presence, either in person or by proxy, of fifty (50%) percent of the unit owners as listed on the roster of unit owners shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 7. Adjourned Meetings. If any meeting of unit owners cannot be organized because a quorum has not attended, the unit 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 time the original meeting was called.

Section 8. Voting. At any meeting of the council of unit owners, each unit owner shall be entitled to cast 1 vote.

times his/her undivided percentage interest in the common elements, all as more particularly described in Exhibit C. A majority of the votes of the unit owners present and voting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, the express provision of the Condominium Act, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any condominium unit which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such condominium unit is noted at such meeting. In the event any condominium is owned by a corporation, then the vote appurtenant to such condominium unit shall be cast by a person designated in a certificate signed by the president or any vice present and attested by the secretary or an assistant secretary of such corporation and filed with the secretary of the Council of Unit Owners at or prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote appurtenant to any condominium unit which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No unit owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors who is shown on the books or management accounts of the Council of Unit Owners to be more than thirty (30) days delinquent in any payment due the Council of Unit Owners.

Section 9. Proxies. A unit owner may appoint any other unit owner, his tenant, mortgagee or the Declarant or the Management Agent as his proxy. In no case may any unit owner (except the Declarant, the Management Agent or any mortgagee) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors at or before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the unit owner, provided, however, that no proxy is effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the condominium unit to which the votes are appurtenant.

Section 10. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium who desires notice of the annual and special meetings of the unit owners shall notify the Secretary to that effect by Certified Mail- Return Receipt Requested. Any such notice shall contain

the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the unit owners should be addressed. The Secretary of the council of Unit Owners shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the unit owners to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the unit owners and such representative may participate in the discussions at any such meeting of the unit owners and may, upon his request made to the Chairman in advance of the meeting, address the unit owners presents at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the unit owners upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all annual meetings of the unit owners of the Council of Unit Owners shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of minutes of preceding meetings, if any.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Election of directors.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the unit owners shall be determined by the Chairman of such meeting.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Council of Unit Owners shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons. Prior to the first annual meeting of unit owners, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter named. Thereafter, the number of Directors shall be determined by a vote of the unit owners at the first annual meeting and the number of Directors may be changed by a vote of the unit owners at any subsequent annual or special meeting of the unit owners; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director. 2

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be unit owners. The Directors shall act as such from the date upon which the Declaration is recorded among the Land Records of Spotsylvania County, Virginia, until the first annual meeting of the unit owners.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners and the condominium and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the unit owners. The power and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

a. care, upkeep and surveillance of the condominium and its general common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

b. establishment, collection, use and expenditure of assessments and carrying charges from the unit owners and for the assessment, the filing and enforcement of Statement of the provisions of these By-Laws and the Declaration; and

c. designation, hiring and dismissal of the personnel necessary for the good working order of the condominium and for the provisions of these By-Laws and the Declaration; and

d. promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the condominium and the use of the general common elements by the unit owners and others, all of which shall be consistent with law and the provisions of these By-Laws and the

LENHART DEVELOPMENT CORPORATION
a Maryland corporation

By: *John J. Lenhart* (SEAL)
John J. Lenhart, President

STATE OF VIRGINIA AT LARGE

CITY/~~STATE~~ OF FREDERICKSBURG, to-wit:

The foregoing instrument was acknowledged before me this
26th day of July, 1990, by John J. Lenhart,
President, on behalf of Lenhart Development Corporation, a
Maryland corporation.

Mary A. Stanley
Notary Public

My commission expires:
April 13, 1993

hold their first regular meeting. The terms of Directors shall be for a period of one (1) year and all directors shall be elected annually.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the unit owners at the next annual meeting to serve out the unexpired portion of the term. 3

Section 7. Removal of Directors. At an annual meeting of unit owners, or at any special meeting duly called for such purpose (but only at or after the first annual meeting of unit owners, as hereinabove provided for) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the unit owners present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Council of Unit Owners may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the unit owners, no remuneration shall be paid to any Director who is also a unit owner for services performed by him for the Council of Unit Owners in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected; no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at the first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the

Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting. 4

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two-third (2/3rds) of the Directors.

Section 12. Waiver of Notice. Before, at or after 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 of the time, place and purpose thereof. If all 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.

Section 13. Quorum. At all meeting 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 at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. 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 proceedings of the Board of Directors.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council of Unit Owners shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of

unit owners, the officers of the Council of Unit Owners need not be unit owners. Thereafter, except for the President, the officers of the Council of Unit Owners need not be unit owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council of Unit Owners shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed 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 of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council of Unit Owners. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint such committees from among the unit owners from time to time as he may, in his decision, decide are appropriate to assist in the conduct of the affairs of the Council of Unit Owners. The President shall count the votes at all meetings of the unit owners.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the unit owners for the recording of the resolutions of the Council of Unit Owners. The Secretary shall give notice of all annual and special meetings of the unit owners in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Council of Unit Owners, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he

shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Council of Unit Owners and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Council of Unit Owners. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Council of Unit Owners in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners shall indemnify every officer and Director of the Council of Unit Owners against any and all 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 Board of Directors of the Council of Unit Owners) to which he may be made a party by reason of being or having been an officer or Director of the Council of Unit Owners, whether or not such person is an officer or Director of the Council of Unit Owners at the time such expenses are incurred. The officers and Directors of the Council of Unit Owners shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Council of Unit Owners shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council of Unit Owners or the condominium (except to the extent that such officers or Directors may also be owners of condominium units) and the Council of Unit Owners shall indemnify and forever hold each such officer or 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 be in addition to and not exclusive of any other rights to which any officer or Director of the Council of Unit Owners, or former officer or Director of the Council of Unit Owners may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council of Unit Owners and the condominium. No contract or other transaction between the Council of Unit Owners and one or more of its Directors,

or between the Council of Unit Owners and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Council of Unit Owners 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, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

a. the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

b. the fact of the common directorate or interest is disclosed or known to the unit owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

c. the contract or transaction is commercially reasonable to the Council of Unit Owners 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, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Assessments and Carrying Charges for Common Expenses

Section 1. Annual Assessment and Carrying Charges. Each unit owner shall pay to the Council of Unit Owners, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the unit owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth on "EXHIBIT C" attached to the Declaration or as otherwise established in the Declaration) of the sum required by the Council of Unit Owners, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

a. income from all sources; and

b. the cost of all operating expenses of the condominium and services furnished, including, without limitation, charges by the Council of Unit Owners for facilities and services furnished by it; and

c. the cost of necessary management and administration, including fees paid to any Management Agent; and

d. the amount of all taxes and assessments levied against the Council of Unit Owners or upon any property which it may own or which it is required to pay, if any; and

e. the cost of fire and extended coverage and liability insurance on the project and the cost of such other insurance as the Council of Unit Owners may affect; and

f. ~~the cost~~ of furnishing water, electricity, heat, garbage and trash collection and other utilities, to the extent furnished by the Council of Unit Owners; and

g. the cost of funding all reserves established by the Council of Unit Owners, including, when appropriate, a general operating reserve and a reserve for replacements; and

h. ~~the estimated~~ cost of repairs; maintenance and replacements of the common elements of the condominium to be made by the Council of Unit Owners.

The first annual assessment on Units in the Submitted Land shall begin on the first day of the month after 75% of these Units have been sold by Declarant and the deed recorded. The first annual assessment on Units in the Additional Land shall begin on the first day of the month after 75% of these Units have been sold by Declarant and the deed recorded.

~~The Board of Directors~~ shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of both the Board of Directors and the unit owners representing at least ~~sixty-six~~ (66%) percent of the total votes of the unit owners, installments or annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for.

The Board of Directors of the Council of Unit Owners shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the condominium units and assessments applicable thereto which shall be kept in the office of the Council of

Records for the jurisdiction where the Declaration was originally recorded, stating the description of the condominium unit, the name of the unit owner of record, the amount due and the period for which the assessment is due. Any such Statement of Condominium Lien shall be in substantially the following form or as may otherwise be required by the Condominium Act, and may be for accelerated payments as provided in Section 6 of this Article.

STATEMENT OF CONDOMINIUM LIEN

This is to certify that _____ owner(s) of Unit No. _____ in _____ is/are indebted to the Council of Unit Owners in the amount of _____ Dollars as of _____ 198____, for his/their proportionate share of the common expenses of the condominium for the period from _____, 1988____, to _____, 198____, plus interest thereon at the rate of _____ per annum, costs of collection and reasonable attorney's fees.

Council of Unit Owners of
Battle Park Industrial Complex

By: _____

I HEREBY AFFIRM under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

Officer (or Agent)

The Statement of Condominium Lien shall be signed and verified as required in the Condominium Act by any officer of the Council of Unit Owners, or by the Management Agent or any duly authorized representative thereof, or by any agent, attorney or other person duly authorized by the Board of Directors of the Council of Unit Owners for such purposes. Upon recordation of the Statement of Condominium Lien as aforesaid, the lien shall bind the condominium unit described in the Statement of Condominium Lien in the hands of the unit owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the unit owner to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Declaration or these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien established by the Statement of Condominium Lien to secure

payment of such assessment. Upon full payment of the amount for which the lien is claimed the unit owner shall be entitled to a recordable satisfaction of the lien.

Any assessment levied pursuant to the Declaration or these By-Laws, and any installment thereof, which is not paid when due may, upon resolution of the Board of Directors, subject the unit owner obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Council of Unit Owners may bring an action at law against the unit owner personally obligated to pay the same or may, after the recordation of the Statement of Condominium Lien provided for in this Article and in the Condominium Act, foreclose the lien against the condominium unit or units then belonging to said unit owner, in either of which events interest at the rate of eight (8%) percent per annum, actual costs of collection and reasonable attorney's fees of not less than twenty (20%) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency following foreclosure may be maintained in the same proceeding. No suit may be brought to foreclose the lien except after ten (10) days written notice to the unit owner given by Certified Mail - Return Receipt Requested to the address of the unit owner shown on the roster of unit owners maintained by the Council of Unit Owners.

In the event any proceeding to enforce the lien for any assessment due the Council of Unit Owners pursuant to this Article is commenced with respect to any condominium unit or units in the condominium, then the owner of such condominium unit or units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such unit or units and the Council of Unit Owners shall be entitled to the appointment of a receiver to collect the same.

~~The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Council of Unit Owners, including any installment thereof which becomes delinquent, in any prominent location within the condominium.~~

Section 5. Priority of Lien. The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall have preference over any other assessments, liens, judgments or charges of whatever nature except the following:

- a. general and special assessments for ad valorem real estate taxes on the condominium unit; and
- b. the lien of any bona fide deed of trust, mortgage or other encumbrance duly recorded on the condominium unit prior

to the recordation of the Statement of Condominium Lien, or duly recorded on the condominium unit after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Council of Unit Owners stating the payments on account of all assessments levied by the Council of Unit Owners against the condominium unit were current as of the date of recordation of such deed of trust, mortgage instrument or other encumbrance.

The lien established by the recordation of a Statement of Condominium Lien, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the condominium pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received who comes into possession of the condominium unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the condominium unit free of any claims for unpaid common expense assessments and carrying charges levied against the condominium unit which accrue prior to the time such holder comes into possession of the condominium unit or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expense assessments and carrying charges resulting from a reallocation of such unpaid common expense assessments or carrying charges among all of the condominium units in the condominium. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any common expense assessments and carrying charges thereafter becoming due, or from the lien established by the recordation of a Statement of Condominium Lien with respect to any common expense assessments and carrying charges thereafter becoming due.

No amendment to this Section shall effect the rights of the holder of any such deed of trust, mortgage or other encumbrance recorded prior to the recordation of such amendment unless the holder of such deed of trust, mortgage or other encumbrance shall join in the execution of such amendment.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any

assessment levied pursuant to the Declaration or these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, after fifteen (15) days written notice of intention to accelerate, as provided by the Act.

Section 7. Assessment Certificates. The Council of Unit Owners shall, upon demand at any time, furnish to any unit owner liable for any assessment levied pursuant to the Declaration or these By-Laws (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Council of Unit Owners, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any installment of any assessment therein stated to have been paid. A Charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Council of Unit Owners for each certificate so delivered, except that no charge shall be levied against an institutional mortgagee of any condominium unit in the condominium who requests such a certificate.

ARTICLE IX

Use Restrictions

Section 1. Commercial-Industrial Use. No unit shall be used for residential purposes. Such uses of the condominium units shall be permitted as are from time to time permitted by the applicable zoning ordinances of Spotsylvania County, subject to final approval of the Board of Supervisors and/or the Zoning Board of Appeals. The resale of any said unit and the use thereof shall be subject to approval of the condominium association which approval will not be unreasonably withheld. The following uses shall be strictly prohibited unless approved by 66 2/3% of the unit owners as provided for in Article XIV, Section 1:

- a. motor vehicle repair or body shop unless all work is done inside the unit or in the storage yard and all vehicles before, during and after repairs are complete be also stored in the unit or in the storage yard;
- b. fuel storage yard;
- c. grist mill;
- d. bone yard or animal reduction;
- e. fertilizer plant or
- f. junk yard.

Section 2. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the construction of the condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium by the Declarant or the Council of Unit Owners.

a. no offensive trade or activity shall be carried on within the condominium or within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other unit owners. No nuisances shall be permitted within the condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the unit owners or which interferes with the peaceful use and possession thereof by the unit owners.

b. there shall be no obstruction of any of the common elements. Nothing shall be stored upon any of the common elements, excepting those areas designated for storage of personal property by the owners of the condominium units. Nothing contained herein shall prevent a unit owner from installing heating/air conditioning equipment, exhaust stacks or other equipment on the roof of his unit.

c. nothing shall be done or maintained in any condominium unit or upon any of the common elements which will increase the rate of insurance on any condominium unit or the common elements or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon the common elements which would be in violation of any law. No waste shall be committed upon any of the common elements.

d. no structural alteration, construction, addition or removal of any condominium unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

e. except for such signs as may be posted by the Declarant or the Council for unit owners for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or the common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish; however, each Unit Owner may place an identifying sign on the front glass door of the Unit. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit

by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

f. ~~except as herein elsewhere provided, no junk vehicle on which current registration plates are not displayed, trailer, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements.~~

g. no accumulation or storage of litter, or trash of any kind shall be permitted within any condominium unit or upon any of the common elements. All refuse shall be deposited with care in trash receptacles designated for such purpose.

h. no unit owner shall engage or direct any employee of the Council of Unit Owners or the Management Agent on any private business of the unit owner during the hours such employee is employed by the Council for Unit Owners or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

i. there shall be no violation of any rules for the use of the common elements, or other "house rules" which may from time to time be adopted by the Board of Directors, and promulgated among the unit owners by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt and promulgate such rules.

Section 3. Ad Hoc Committee. The Board of Directors may designate an Ad Hoc Committee to investigate and hear complaints of violation of the foregoing Use Regulations.

ARTICLE X

Insurance

Section 1. Insurance. The Board of Directors of the Council of Unit Owners shall obtain and maintain to the extent reasonably available, at least the following.

a. casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the condominium (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, without deduction or allowance for depreciation, as determined annually by the Board of Directors with the assistance of the insurance company affording such

coverage, such (coverage to afford protection against at least:

i. loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and

ii. such other risks as shall customarily be covered with respect to project similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine, and

b. public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amount and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injuries and/or property damage arising out of single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owner automobile liability, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the condominium or any portion thereof.

c. workmen's compensation insurance to the extent necessary to comply with any applicable law; and

d. a "Directors' and Officers' Liability Policy", or its equivalent, affording protection for the officers and Directors of the Council of Unit Owners for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

e. such other policies or insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as are or shall hereafter be considered appropriate by the Board of Directors. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Council of Unit Owners, trustees for the Council of Unit Owners and such employees and agents of the Council of Unit Owners who handle or are responsible for the handling of funds of the Council of Unit Owners. Such fidelity coverage shall meet the following requirements:

i. all such fidelity bonds and policies of insurance shall name the Council of Unit Owners as obligee or

named insured, (as the circumstances may require, and

ii. all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the condominium, including reserves, and

iii. all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of persons who service without compensation from any definition of "employee" or similar expression; and

iv. all such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any condominium unit who requests such notice in writing.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article, except the individual policies of unit owners, shall be subject to the following provisions:

a. all policies shall be written or reinsured with a company or companies licensed to do business in the State where the condominium is located and holding a rating of "Class VII" or better in the current edition of Best's Insurance Guide.

b. exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Council of Unit Owners, as a trustee for the owners of the condominium unit, or its authorized representatives, including any trustee with which the Council of Unit Owners may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

c. in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council, of Unit Owners pursuant to the requirements of this Article shall exclude such policies from consideration.

d. such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the

control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any condominium unit, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

e. all policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

f. all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council of Unit Owners may be a party, these By-laws or the provisions of the Condominium Act.

g. all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Unit Owners, the Board of Directors, the owner of any condominium unit and their respective agent, employees or tenants, and of any defense based upon co-insurance or invalidity arising from the acts of the insured.

h. all policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XI of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

Section 3. Individual Policies - Recommendation of Declarant-Notice to Board of Directors. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit Owner's Endorsement" or its equivalent, for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at "his own expense".

Section 4. Endorsements, etc. The Board of Directors, at the request of any owner of any condominium unit in the condominium or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies

aforementioned in this Article showing the interest of such unit owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XI

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction to the condominium by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the condominium with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Council of Unit Owners as its common expense, pursuant and subject to such controls as the mortgagee, as defined in Section 4 of this Article, may require. The ratable share of the expense of such repairs or reconstruction may be assessed and, in the event any Statement of Condominium Lien is recorded with respect to any such assessments, then the lien shall have all the priorities provided for in Article VIII of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Section 4 of this Article, then all funds collected from the unit owners of the condominium units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Section 4 of this Article.

Section 3. Restoration Not Required. In the event the condominium is damaged or destroyed by fire or other casualty to the extent of two-thirds (2/3) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1(a) of Article X of those By-Laws for the period during which such loss was sustained, and the unit owners do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the condominium shall be deemed to be owned in common by the owners of all of the condominium units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements and the condominium shall be subject to an action for partition at the suit of the owner of any condominium unit, in which event the net proceeds of sale,

together with the net proceeds of any insurance paid to the Council of Unit Owners or the unit owners in common, shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such payment is required by any lienor and to the extent such share is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interests in each unit.

Section 4. Insurance Trustee. In the event the cost of reconstruction repair (as estimated by the Board of Directors) shall exceed an amount equal to five percent (5%) of the full replacement value of the condominium, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1(a) of Article X of these By-Laws for the period during which such loss was sustained, and the institutional holder or holders of any mortgages or other obligations secured by any condominium unit or units in the aggregate principal sum of more than Two Hundred Fifty Thousand (\$250,000.00) Dollars (hereinafter in this Section 4 called the "mortgagee") shall so require, all proceeds of insurance shall be paid over to a trust company or bank (the "Insurance Trustee") having trust powers and authorized to engage in trust business in the jurisdiction where in the condominium is located, and having a construction loan department, through which suit trust fund shall be administered, selected by the Board of Directors with the approval of the mortgages, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which shall contain, inter alia, the following provisions:

a. the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Council of Unit Owners, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect".

b. prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

c. unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance Trustee and shall be accompanied by a

certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or similar plans and specifications and all building codes or similar governmental requirements; and (ii) the amount requested to be advanced is required to reimburse the Council of Unit Owners, for payments previously made by the Council of Unit Owners or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers; engineers, architects or to other persons responsible for repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and (iv) funds remaining available to the Insurance Trustee for the purpose are sufficient to complete the reconstruction or repair.

d. each request for an advance of the proceeds of insurance shall, if required by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the condominium any mechanic's or other lien, or notice or intention to file the same, which has not been dismissed or satisfied of record.

e. the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Council of Unit Owners as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata as the reconstruction or repair progresses.

f. such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee may reasonably require.

g. the provisions of this Article XI shall relate to all buildings, roofs, betterments and common elements within the condominium regime except any improvements or betterments installed by or belonging to any unit owner.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Council of Unit Owners and shall be considered as one fund and shall be divided in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the common

elements, after first paying out of the share of the owner of any condominium unit, to the extent such payment is required by any lienor and of the extent the same is sufficient for the purpose, all liens upon said condominium unit in accordance with the priority of interest in each unit.

ARTICLE XII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council of Unit Owners shall begin on the first day of January every year, except for the first fiscal year of the Council of Unit Owners which shall begin at the date of recordation of the Declaration among the Land Records for the jurisdiction where the Declaration was originally recorded. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Council of Unit Owners subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Council of Unit Owners shall be as set forth in Article 1 of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Council of Unit Owners from time to time; provided, however, that no such change shall become effective until a certificate evidencing such change shall have been made by the Secretary or any Assistant Secretary of the Council of Unit Owners and recorded, in the name of the Council of Unit Owners, among the Land Records for the jurisdiction where the Declaration is originally recorded.

Section 3. Books and Accounts. Books and accounts of the Council of Unit Owners shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books and detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Council of Unit Owners and its administration and shall specify the maintenance and repair expenses of the common elements of the condominium, services provided with respect to the same and any other expenses incurred by the Council of Unit Owners. The amount of any assessment required for payment of any capital expenditures or reserves of the Council of Unit Owners may be credited upon the books of the Council of Unit Owners to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Council of Unit Owners shall be credited and charged to other accounts under at least the following classifications:

- a. "Current Operations" which shall involve the

control of actual expenses of the Council of Unit Owners, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses herein elsewhere provided for; and

b. "Reserves for Deferred Maintenance" which shall involve the control of monthly funding and maintenance of such deferred maintenance costs and reserves as are approved by the Board of Directors from time to time; and

c. "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these By-Laws and as may from time to time be approved by the Board of Directors; and

d. "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Board of Directors; and

e. "Investments" which shall involve the control over the investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

f. "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvements and for expenditures for additional capital improvements or personal property made or acquired by the Council of Unit Owners with the approval of the Board of Directors.

Section 4. Compilation. At the close of each fiscal year, the books and records of the Council of Unit Owners shall be compiled by an Independent Certified Public Accountant whose report shall be prepared in accordance with generally accepted accounting principles. Based upon such report, the Council of Unit Owners shall furnish the unit owners and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Council of Unit Owners, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Council of Unit Owners, vouchers accrediting the entries made thereupon and all other records maintained by the Council of Unit Owners shall be available for examination by the unit owners and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably

related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council of Unit Owners by either the President or a Vice President, and all checks shall be executed on behalf of the Council of Unit Owners by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XIII

Physical Management

Section 1. Management and Common Expense. The Council of Unit Owners, acting by and through its Board of Directors, shall manage, operate and maintain the condominium and, for the benefit of the condominium units and the unit owners, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for the cost of managing, operating and maintaining the condominium, including, without limitation, the following:

a. the cost of providing water, sewer, and other necessary utility services for the common elements; and

b. the cost of fire and extended liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may effect; and

c. the cost of services of a person or firm to manage the project to the extent deemed advisable by the Council of Unit Owners consistent with the provisions of these By-Laws, together with the services of such other personnel as the Board of Directors of the Council of Unit Owners shall consider necessary for the operation of the condominium; and

d. the cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the condominium; and

e. the cost of repairs, maintenance, service and replacement of the common elements of the condominium, including, without limitation, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such equipment for the common elements as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Council of Unit Owners to repair, replace, or otherwise maintain any condominium unit or any fixtures, appliances, equipment or the like located therein; and

f. the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council of Unit Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in this Article; and

g. the cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium, or is otherwise in the interest of the general welfare of all of the unit owners; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution of the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the condominium unit for which such maintenance or repairs is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing obligation of said unit owner in all respects as provided in Article VIII of these By-Laws; and

h. any amounts necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

Section 2. Council of Unit Owners as Attorney-in-Fact.
The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners for the condominium units in the condominium, and for each of them, to manage, control and deal with the interests of such unit owners in the common elements of the condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of the Condominium Act, the Declaration and the By-Laws, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity, as herein elsewhere provided. The foregoing shall be deemed to be a power of

attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Council of Unit Owners may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Council of Unit Owners and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, the owner of any condominium unit shall, at his own expense, maintain his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, including the roof, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, lighting fixtures, fencing and other equipment that may be in or declared to be appurtenant to such condominium unit. Any change in the appearance of the exterior of a unit or part of a unit which is not a common element must be approved by the Council of Unit Owners. If a unit owner installs heating/air conditioning equipment, exhaust stacks or other equipment on the roof of his unit, it shall be the unit owner's responsibility to repair any damage to the roof resulting from the installation or maintenance of the equipment.

Section 5. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain the interior surface of all entry doors of the condominium unit. Notwithstanding the provisions of this Section, the Board of Directors may resolve to clean the exterior surfaces of all windows in the condominium at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 6. Access at Reasonable Times. The Council of Unit Owners shall have an irrevocable right and an easement to enter condominiums for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest damage to

public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for the purpose specified in this Section may be considered a trespass.

Section 7. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provisions of public utilities to the condominium as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the owners of the condominium units or the Declarant.

Section 8. Limitation of Liability. The Council of Unit Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Unit Owners or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council of Unit Owners 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 common elements. No diminution or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Council of Unit Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XIV

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of unit owners representing sixty-six and two-thirds percent (66 2/3%) of the total owners duly called for such purpose, in accordance with the provisions and requirements of these By-Laws and the Condominium Act. Any amendment to these By-Laws shall be effective only upon the recordation of such amendment among the Land Records for the jurisdiction where the Declaration was originally recorded, together with a certificate in writing of the President of the

Council of Unit Owners stating that such amendment was approved as aforesaid.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Council of Unit Owners or by petition signed by unit owners representing at least twenty-five (25%) percent of the total votes of the Council of Unit Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the unit owners at which such proposed amendment is to be considered and voted upon.

ARTICLE XV

Mortgages - Notice - Other Rights of Mortgagees

Section 1. Consents. Any other provision of these By-Laws or the Declaration to the contrary notwithstanding, neither the unit owners, the Board of Directors nor the Council of Unit Owners shall take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

- a. abandon or terminate the condominium except for abandonment or termination provided in the Condominium Act in the case of substantial damage condemnation or eminent domain; or
- b. modify the method of determining and collecting common expense assessments or other assessments as provided in Article VIII of these By-Laws; or
- c. partition, subdivide, transfer or otherwise dispose of any of the common elements of the condominium project; or
- d. resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the condominium.

Section 2. Subdivision or Partition. No condominium unit in the condominium shall be subdivided or partitioned without the prior written approval of the holder of any first mortgage on such condominium unit.

Section 3. Casualty Losses. In the event of damage or destruction of any condominium or any part of the common elements of the condominium unit the Board of Directors of the Council of Unit Owners shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the condominium units. No provision of the Declaration or these By-Laws shall entitle any unit owner

to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of any insurance proceeds.

Section 4. Condemnation or Eminent Domain. In the event any condominium unit or any part of the common elements of the condominium is made the subject matter of a condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Council of Unit Owners shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the condominium units. No provision of the Declaration or these By-Laws shall entitle any unit owner to any priority over the holder of any first mortgage of record on his condominium unit with respect to the distribution to such unit owner of the proceeds of any condemnation award or settlement.

ARTICLE XVI

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Condominium Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration, shall control; and in the event of any conflict between the aforesaid Declaration and the Condominium Act, the provisions of the statute shall control.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

sum. 020 17' 022

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS our hands and seals this 26 day of JULY, 1990.

ATTEST:

DECLARANT:
Lenhart Development Corporation

By: J. J. Lenhart
John J. Lenhart,
Secretary

By: J. J. Lenhart (SEAL)
John J. Lenhart,
President

EXHIBIT C
to the DeclarationNOTES TO COMMON ELEMENT INTEREST TABLE

1. The identifying number for each Condominium Unit consists of the building number followed by the unit location letter as set forth on this Exhibit C. The identifying number is a sufficient legal description of the Condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated, and the deed book and page number where the first page of the Declaration is recorded.

2. Size (approximate gross square feet per unit) is given in square feet for each Unit and is measured to the center of each interior wall which is a vertical boundary of the Unit, and to the exterior of each front and back wall. The measurements are approximate and, therefore, the square footage may vary slightly in any individual Unit.

3. Common Element Interest per Unit has been determined on a size basis with each Unit receiving a proportionate amount of Common Element Interest. The listed square footage for each Unit is based upon dimensions which are approximate and the calculation of Common Element Interest has been rounded. The Common Element Interest shown for each Unit is subject to change in the following circumstances:

A. If the Declarant or the Board of Directors at the request of any Unit Owner changes the Common Element Interest allocated to a Unit pursuant to the procedures set forth in sections 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.

B. If the Declarant exercises its right to add more Units to the Condominium either by adding all or any portion of the additional land or by converting all or any portion of the convertible land, each Common Element Interest set forth above will decrease. The Common Element Interest of each Unit will then be determined on the basis of the entire number of Units on the site, each Unit having a proportionate percentage of Common Element Interest.

EXHIBIT C

BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM

<u>Unit</u>	<u>Size</u> (Approx. Gross Sq. Ft. per Unit)	<u>Percentage Interest in Common Elements, Profits & Losses, & Number of Votes (per Unit)</u>
A	5,140	12.638%
B	6,129	15.069%
C	4,000	9.835%
D/E	10,132	24.911%
F	3,836	9.432%
G	6,295	15.477%
H	5,140	12.638%

SEPTEMBER 10, 1990. This Declaration Exhibits & Plat Aug. 10
 this day received in this office together with the cer- State Tax
 tificate thereon submitted to record at 11:22 o'clock. County Tax
 A.M. Recording 95.00
 Tests: Margaret M. Cook, Clerk. Add. Tax
 Total 95.00

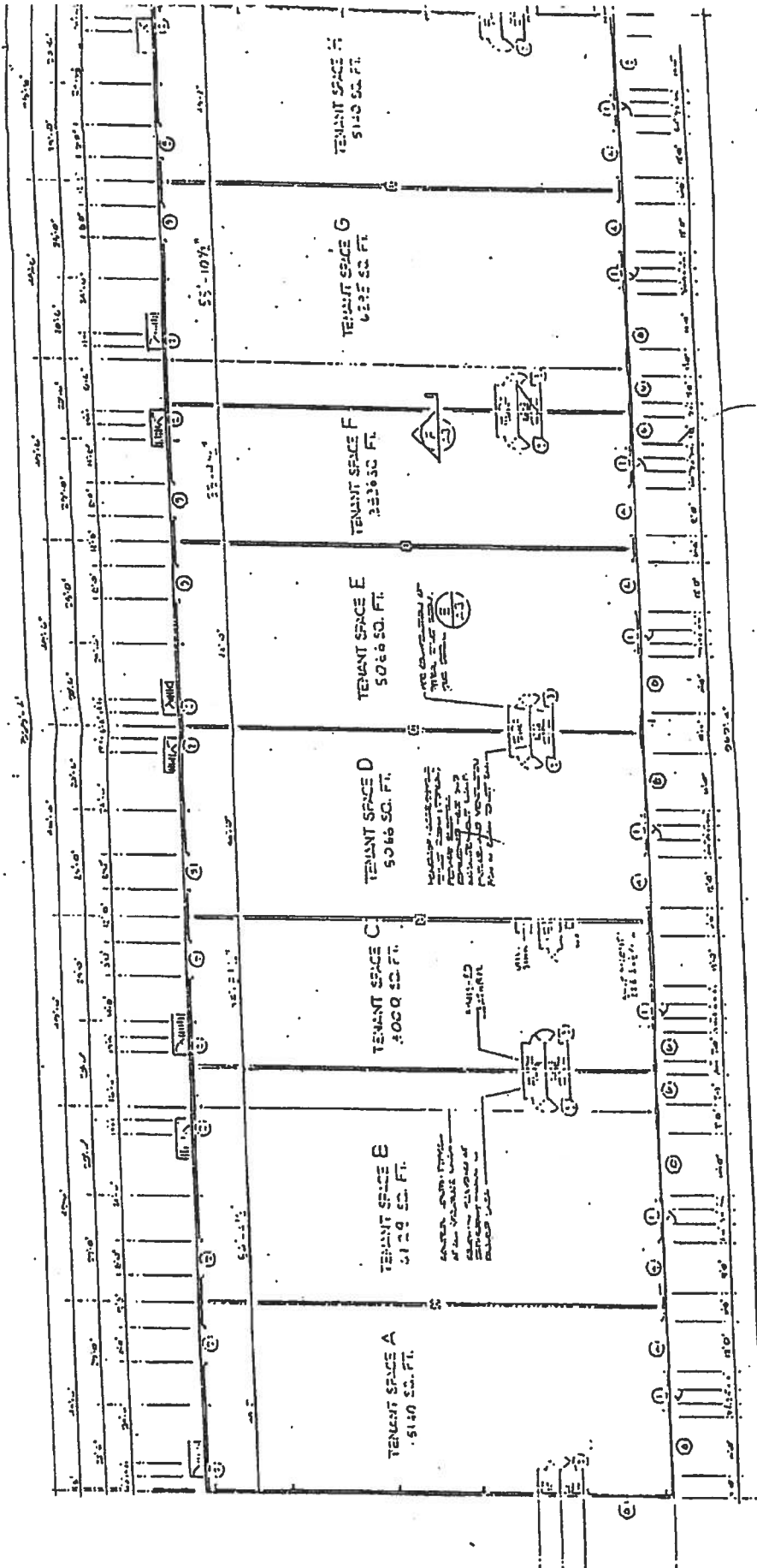


Exhibit D



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

October 24, 2018

1810090435

REBECCA S HEATH
HIRSCHLER FLEISCHER
2100 E CARY STREET
RICHMOND, VA 23223

RECEIPT

RE: BATTLE PARK CONDOMINIUM ASSOCIATION, INC.

ID: 0837282 - 3

DCN: 18-10-18-0023

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is October 24, 2018.

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

Sincerely,

Joel H. Peck
Clerk of the Commission

CORPRCPT
NEWCD
CISRXW

**HIRSCHLER
FLEISCHER**
ATTORNEYS AT LAW

NEW
D 1810090435

Rebecca S. Heath
Paralegal
d. 804.771.5618 | bheath@hf-law.com

2100 E. Cary Street
Richmond, Virginia 23223
t: 804.771.9500 | f: 804.644.0957
www.hf-law.com

181018 0023

October 18, 2018

Name Availability Done In:
Initials: Conflict with ID#:

eFile: Em
CIS: Em

BY HAND DELIVERY
State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

Re: BATTLE PARK CONDOMINIUM ASSOCIATES, INC.

Dear Sir or Madam:

Enclosed are Articles of Incorporation for filing to form the referenced nonstock corporation and a check in the amount of \$75.00 in payment of the filing fee. Please prepare a certified copy of the filing and bill me for same. Finally, please telephone me when confirmation of the filing and the certified copywork are available to be picked up.

If you have any questions, please call me.

Sincerely,

Rebecca Heath
Rebecca S. Heath
Paralegal

Em
10/30

Enclosures

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OK 850 10/23/18
50
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l/c bill firm
call for pickup

2018 OCT 18 PM 4:20
STATE CLERK'S OFFICE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, OCTOBER 24, 2018

1810090435

The State Corporation Commission has found the accompanying articles submitted on behalf of
BATTLE PARK CONDOMINIUM ASSOCIATION, INC.

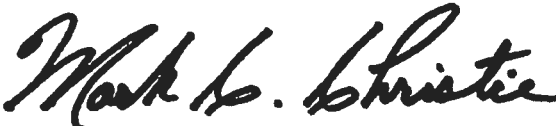
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of
the Commission, effective October 24, 2018.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie
Commissioner

CORPACPT
CISRXW
18-10-18-0023

ARTICLES OF INCORPORATION
OF
BATTLE PARK CONDOMINIUM ASSOCIATION, INC.

I hereby form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, and to that end set forth the following:

1. Name. The name of the Corporation is BATTLE PARK CONDOMINIUM ASSOCIATION, INC.
2. Membership. Each owner of a condominium unit in Battle Park Industrial Complex Condominium shall be a member of the Corporation (as further described in the Declaration Battle Park Industrial Complex Condominium (the "Declaration"), recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Deed Book 928, page 269, as amended from time to time, which shall obligate each owner of a condominium unit subject to the Declaration, by virtue of such ownership, to be a member of the Corporation).
3. Defined Terms. Unless otherwise defined herein, certain initially capitalized words and terms used herein shall have the same meaning as defined in the Declaration.
4. Voting Rights. The voting rights of the members, including a statement of the qualifications and rights of the members, and any provisions conferring, limiting or denying the right to vote, shall be set forth in the Bylaws of Battle Park Condominium Association, Inc., which now are or hereafter shall be recorded in the above-referenced Clerk's Office and may be amended from time to time.
5. Initial Board of Directors. Pursuant to Section 13.1-814.1. of the Code of Virginia of 1950, as amended, provisions regarding the Board of Directors of the Corporation, including, without limitation, the number of directors, election to the board, quorums, voting by directors and vacancies on the board, shall be as set forth in the Bylaws of Battle Park Condominium Association, Inc., which now are or hereafter shall be recorded in the above-referenced Clerk's Office and may be amended from time to time.
6. Registered Office and Registered Agent. The address of the Corporation's initial registered office is the 725 Jackson Street, Suite 200, Fredericksburg, Virginia 22401. The name of the city in which the initial registered office is located is the City of Fredericksburg. The name of the initial registered agent is Charles W. Payne, Jr., Esq. who is a resident of the Commonwealth of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office of the Corporation.
7. Purpose. The purpose for which the Corporation is formed is to provide for the administration of the Condominium which is located in the County of Spotsylvania, Virginia, and to provide for the management, maintenance, and care of association property (as that term is defined in Section 528(c) of the Internal Revenue Code of 1986,

as amended) and in connection therewith, to:

- a. exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the above-referenced Declaration and Bylaws. The foregoing Declaration and Bylaws are together referred to as the "Condominium Instruments," and are incorporated herein by reference. For the purposes hereof, the initial owner of the land described in and subject to the Condominium Instruments, who is the party executing the Condominium Instruments, shall be referred to as the "Declarant;"
 - b. fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Condominium Instruments; and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;
 - c. exercise any and all powers, rights, and privileges that a corporation organized under the Virginia Nonstock Corporation Act (the "Act") by law may now or hereafter have or exercise; and
 - d. none of the above purposes is intended to or shall be interpreted or construed in any way to conflict with or expand upon the specific purpose first hereinabove mentioned in such a way as to cause the Corporation to lose or not qualify for the exemption from income taxes provided by Section 528 of the Internal Revenue Code of 1986, as amended.
8. Limitation on Liability. In any proceeding brought by or on behalf of the Corporation, the damages assessed against an officer or director arising out of a single transaction, occurrence, or course of conduct shall not exceed one dollar, unless the officer or director engaged in willful misconduct or a knowing violation of the criminal law. Under no circumstances shall the damages assessed against an officer or director in any proceeding exceed the limit specified in the Act.
9. Indemnification.
- a. Definitions. For purposes of this paragraph 9, the following definitions shall apply:
 - i. "Corporation" means this Corporation only and no predecessor entity or other legal entity.
 - ii. "expenses" include counsel fees, expert witness fees and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

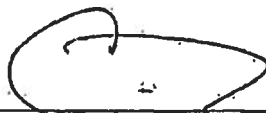
- iii. "liability" means the obligation to pay a judgment, settlement, penalty, fine or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.
 - iv. "legal entity" means a corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise.
 - v. "predecessor entity" means a legal entity, the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise.
 - vi. "proceeding" means any threatened, pending or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.
- b. Limit on Liability. In every instance in which the Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or to its members, the directors and officers of this Corporation shall not be liable to the Corporation or to its members.
- c. Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation or by or on behalf of its members) because such individual is or was a director or officer of the Corporation or because such individual is or was serving the Corporation, or any other legal entity in any capacity at the request of the Corporation while a director or officer of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this paragraph (c) is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in paragraph 9(d); provided however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to

such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this paragraph (c).

- d. Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to paragraph (c), provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this paragraph (d) is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under paragraph 9(c) shall be limited by the provisions of this paragraph (d).
- e. Successors. The rights of each person entitled to indemnification under this paragraph 9 shall inure to the benefit of such person's heirs, executors and administrators.
- f. Special Legal Counsel. Special legal counsel selected to make determinations under this paragraph 9 may be counsel for the Corporation.
- g. Other Indemnification Rights. Indemnification pursuant to this paragraph 9 shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer.
- h. Insurance. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this paragraph or to protect any of the persons named above against any liability arising from their request of the Corporation regardless of the Corporation's power to indemnify against such liability.

- i. Interpretation. The provisions of this paragraph 9 shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this paragraph 9 or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this paragraph, and to this end the provisions of this paragraph 9 are severable.
- j. Amendments. No amendment, modification or repeal of this paragraph 9 shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.
10. Dissolution. If the Corporation is dissolved at any time, its assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.
11. Amendment. Any amendment to these Articles of Incorporation shall require the approval of at least two-thirds (2/3) of the votes of the members of the Corporation.

DATED: October 17, 2018



Charles W. Payne, Jr., Incorporator

10127129.1 088000.00947

Prepared by:
Hirschler Fleischer
725 Jackson St, Suite 200
Fredericksburg, VA 22401-5720

Tax Parcel No. 25D-1-1, 25D-1-A, 25D-1-B, 25D-1-C, 25D-1-D, 25D-1-E, 25D-1-F, 25D-1-G and 25D-1-H

AMENDMENT TO DECLARATION OF
BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM ("Amendment") is made as of this 15 day of February, 2019, by BATTLE PARK CONDOMINIUM ASSOCIATION, INC., a Virginia corporation (the "Association") (grantor and grantee for indexing purposes).

RECITALS

A. Pursuant to the Declaration and attached exhibits recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia (the "Clerk's Office"), in Deed Book 928, page 269 (the "Condominium Instruments"), certain real property more particularly described in Exhibit A to the Declaration was submitted to the provisions of Section 55-79.39, *et seq.* of the Code of Virginia of 1950, as amended (the "Condominium Act"), creating a condominium known as Battle Park Industrial Complex Condominium (the "Condominium").

B. Exhibit B to the Declaration contains the By-Laws.

C. The Condominium is no longer under control of the Declarant and is now controlled by the Association.

D. The Association desires to amend the Declaration by revising the by-laws to reflect that the association is now incorporated and is known as BATTLE PARK CONDOMINIUM ASSOCIATION, INC.

E. The Association wishes to amend the Declaration accordingly in connection with the provisions of Section 55-79.71 of the Code of Virginia (1950), as amended.

F. Pursuant to the provisions of the Bylaws of the Association, a special meeting of the Association was duly convened at which a quorum was present and a majority of the aggregate votes cast in person or by proxy was in favor of the decision to execute this Amendment.

G. Consent to this Amendment of Unit Owners to which at least sixty-seven percent (67%) of the Percentage Interests in the Condominium appertain has been obtained.

H. The certificate of the Secretary of the Association evidencing such consent is attached hereto as Exhibit A.

I. All capitalized terms used herein shall have the meaning set forth in the Declaration unless otherwise defined herein.

AMENDMENT

Association hereby amends Exhibit B of the Declaration by replacing the by-laws recorded in the Clerk's Office in Deed Book 928, pages 278 through 312 with the by-laws attached hereto as Exhibit B. All references in the Condominium Instruments to the By-Laws shall refer to the by-laws attached hereto.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the following signatures:

ASSOCIATION:

**BATTLE PARK CONDOMINIUM
ASSOCIATION, INC.,**
a Virginia nonstock corporation

By: Michael E. Shifflett
_____, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Spotsylvania, to-wit:

The foregoing instrument was acknowledged before me this 15 day of February, 2019, by Michael E. Shifflett, President of BATTLE PARK CONDOMINIUM ASSOCIATION, INC., a Virginia nonstock corporation, on behalf of the company.

[SEAL]

Gail B. Fernet
Notary Public
Printed Name: Gail B Fernet
My commission expires: 3-31-2021
Notary registration No.: 7248088



EXHIBIT A

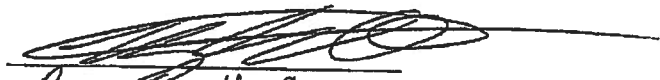
SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY THAT the foregoing amendment to DECLARATION OF BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM has been duly approved by the requisite majority of owners of such Association on this 15TH day of FEBRUARY, 2019.

IN WITNESS WHEREOF, the undersigned, duly and acting Secretary of the BATTLE PARK CONDOMINIUM ASSOCIATION, INC. Board of Directors has signed this Certificate this 15TH day of FEBRUARY, 2019.

BATTLE PARK CONDOMINIUM ASSOCIATION, INC.,
a Virginia nonstock corporation

By:


Ryan Fennell, Secretary

DECLARATION

BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM

12933

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. Lenhart Development Corporation, a Maryland corporation ("Declarant"), owner in fee simple of the land described as submitted land in Exhibit A annexed hereto, located within the County of Spotsylvania, Virginia ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, ("Condominium Act") to be known as "BATTLE PARK INDUSTRIAL COMPLEX CONDOMINIUM" ("Condominium").

Declarant shall complete all improvements in accordance with plans designated as Exhibit E of this Declaration by July 15, 1990.

Section 1.2. Defined Terms. As provided in section 55-79.50(a) of the Condominium Act, terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit B, as the same may be amended from time to time ("Bylaws"), on the Plats and Plans, shall have the meanings specified in Section 55-79.41 of the Condominium Act. All exhibits referred to in the condominium instruments are exhibits to this Declaration, unless otherwise specified.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of each building on the Land are depicted on the "Plats" attached as Exhibit D hereto.

Section 2.2. Units. The location of Units within each building and their dimensions are shown on the "Plans" attached as Exhibit E hereto. Attached as Exhibit C hereto is a list of all Units, their identifying numbers, and the Common Element Interest appurtenant to each Unit determined on the basis of size. The "size" of each Unit is the total number of square feet of floor space therein determined by reference to the dimensions shown on the Plats and Plans.

Equipment and appurtenances designed to serve only that

Unit, such as furnace, air-conditioning equipment, mechanical equipment, appliances, range hoods, non-bearing partition walls, flooring material, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the condominium Unit and not a part of the common elements.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) The lower boundary of any Condominium Unit in the project is a horizontal plane (or planes), the elevation of which coincides with the elevation of the top side of the concrete slab, extended to intersect the lateral or perimetrical boundaries of such Condominium Unit.

(b) The upper boundary of any such Condominium Unit in the project is a horizontal plane (or planes), the elevation of which coincides with the elevation of the outer side or surface of the roof to include any steel or other roofing material thereof extended to intersect the lateral or perimetrical boundaries of such Condominium Unit.

(c) The lateral or perimetrical boundaries of any such Condominium Unit in the project are vertical planes which coincide with the interior, exposed surfaces of the concrete masonry walls, steel panel walls and drywall extended vertically to intersect the upper and lower boundaries of such Condominium Unit and to intersect the other lateral or perimeter boundaries thereof. Valley gutter to be a Common Area. Lateral or perimetrical boundaries which are coincident with bearing interior walls shall be deemed to lie at the face of such walls.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units is permitted subject to compliance with the provisions in sections 55-79.69 and 55-79.70 of the Condominium Act.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Limited Common Elements.

(a) Any Common Element designed to serve a single Unit but located outside the boundaries thereof is a limited Common Element appurtenant to that Unit.

(b) A portion of the Common Elements is marked on the Plats as "Common Elements which may be assigned as Limited Common Elements". This portion of the Common Elements includes all of the storage yards located on the Property. Pursuant to Section 55-79.54(a)(6) of the Condominium Act, the Declarant reserves the exclusive right to assign these storage yards as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units those storage yards shall become appurtenant. The Declarant may assign such a Common Element as a limited Common Element storage yard pursuant to the provisions of Section 55-79.57 of the Condominium Act by causing an appropriate amendment to this Declaration and/or to the Plats to be executed and re-recorded. If, prior to settlement on a Unit, a person acquires the right to the assignment of a Limited Common Element, the Declarant shall evidence the right to such an assignment in the deed to the Unit to which such Limited Common Element storage yards shall appertain. If a Unit Owner acquires the right to the exclusive use of such a Limited Common Element subsequent to settlement on the Unit, the Declarant may but need not evidence the Unit Owner's right to such an assignment in a separate written agreement with the Unit Owner.

Section 3.2. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable and/or conditional licenses in designated Common Elements to the Association or to any Unit Owners and to establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

Section 3.3. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete, or non-functional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 4

EASEMENTS

In addition to the easements created by sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted:

Section 4.1. Easement to Facilitate Sales. All Units shall be subject to an easement in favor of the Declarant pursuant to section 55-79.66 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices or customer service

offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain Common Element parking spaces for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed to Unit Owners other than the Declarant all the Units which the Declarant has the right to create in the Condominium.

Section 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in section 55-79.79 of the Condominium Act and Article XIII, Section 6 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work (for the benefit of the Unit being entered, any other Unit or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(b) Support. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 4.3. Declarant's Right to Grant Easements.

(a) The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. This right shall continue until the Declarant has conveyed to Unit Owners other than the Declarant all the Units which the Declarant has the right to create in the Condominium.

(b) The Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Property to afford vehicular and pedestrian access through, over and across the Common Elements from and to any public street or road adjoining the Property and any portion of the real estate de-

scribed in Exhibit A hereto which is not, at the time of such grant or reservation, part of the Property. This right shall continue until the seventh anniversary of the recordation of this Declaration.

ARTICLE 5

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in the Bylaws or where such approval is required elsewhere in the Condominium Instruments or by the Condominium Act. No amendment to the Condominium Instruments shall diminish or impair the rights of Mortgagees under the Condominium Instruments without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Instruments without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any rights of Mortgagees.

ARTICLE 6

OPTION TO EXPAND THE CONDOMINIUM

Section 6.1 Reservation. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Sections 55-79.54(c) and 55-79.63 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an instrument relinquishing that option. The Declarant reserves the right to add any of all portions of the additional land at any time, at different times, in any order, without limitation; provided, however, that the additional land shall not exceed the area designated as such on Exhibit A hereto. There are no other limitations on the option of expand except as set forth in this Article.

Section 6.2. Assurances. There are no limitations as to whether all or any particular portion of the additional land must be added to the Condominium. The Declarant makes no assurances as to the locations of any improvements that may be made on any portion of the additional land. At such time as the Condominium

is expanded, the maximum number of units on the additional land will not exceed ten (10). The maximum number of Units on any portion of the additional land added to the Condominium shall not exceed eight (8) Units per acre. No assurances are made by the Declarant as to what improvements may be constructed on the additional land and such improvements need not be compatible with structures on the submitted land in terms of quality of construction, the principal materials to be used, and architectural style. No assurances are made by the Declarant that any Units created on any portion of the additional land added to the Condominium will be substantially identical to the Units on the submitted land. The Declarant reserves the right to create Limited Common Elements within any portion of the additional land and to designate Common Elements therein which may subsequently be assigned as Limited Common Elements. The Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of Common Element Interests in the additional land shall be computed as required by section 55-79.56(b) of the Condominium Act on the basis of size. If the Declarant does not add, or adds and then subsequently withdraws, any portion of the additional land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the additional land and operate the same without restriction.

ARTICLE 7

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each Condominium Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant.

ARTICLE 8

NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its President, as of July 15, 1990.

Submitted Land

LEGAL DESCRIPTION
ON LOTS 4 AND 5
FREDERICKSBURG BUSINESS PARK

All that certain property shown as lot 4 and lot 5 on a plat of survey dated July 11, 1989, and revised August 14, 1989, and entitled Survey of 3.66391 acres located in Fredericks-burg Business Center, in Lee Hill District, Spotsylvania County, Virginia, and recorded in Deed Book 870 at page 754 among the land records of the clerk's office of the Circuit Court of Spotsylvania County, Virginia which property is more particularly described as follows:

Beginning at a point of the east side of Pierson Drive a 50' right of way, said point being 707.87' from the Intersection of Tidewater Trail (Routes # 2 and #17), thence leaving said Pierson Drive and running S 51° 58' 35" E 380.00' to a point on the line with Delco Moraine, thence S 38° 01' 25" W 420.00' to a point, thence N 51° 58' 35" W 380.00' to a point on the side of said Pierson Drive, thence with the side of said Pierson Drive N 38° 01' 25" E 420.00' to the point and place of beginning, containing 3.66391 acres of land.



Edison L. Sullivan
#908 B