

## THE SONATA CONDOMINIUM CONDOMINIUM DECLARATION

THIS DECLARATION is made pursuant to the District of Columbia Condominium Act of 1976, as amended (the "Act") by Sonata Condominiums, LLC, a Delaware limited liability company (hereinafter called the "Declarant").

1. Submission of Property. The Declarant hereby submits the Land located in the District of Columbia and more particularly described in Exhibit A to this Declaration, together with the Building and improvements thereon, and owned by the Declarant in fee simple (hereinafter called the "Property"), to the provisions of the District of Columbia Condominium Act of 1976, as amended, to create a plan of condominium ownership of the Property. The Property is shown on the Condominium Plat and Plans Recorded in the Office of the Surveyor of the District of Columbia in Condominium Book 61 at page 32.

2. Name and Address of Condominium. The name of the Condominium is: The Sonata Condominium. The address of the Condominium is: 301 Massachusetts Avenue, N.W., Washington, D.C. 20002.

3. Definitions. The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Condominium Act and are defined as follows:

"Association" or "Unit Owners Association" means all of the Unit Owners acting as a group in accordance with the Bylaws.

"Board of Directors" or "Executive Board" means the executive and administrative entity established by the Bylaws to act for the Association in governing the Condominium.

"Building" means the structure designed for residential use, as shown on the Condominium Plat, as amended from time to time, and containing Units which comprise part of the Condominium.

"Bylaws" means the set of Bylaws recorded simultaneously with this Declaration, providing for the self-government of the Condominium by the Association in accordance with Section 301 of the Condominium Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Condominium Act.

"Common Elements" means all portions of the Property other than the Units, as more fully set forth in Section 6.

"Common Expenses" means all lawful expenditures made or incurred by or on behalf of the Association, together with all lawful assessments for the creation and maintenance of reserves made pursuant to the provisions of the Condominium Instruments.

"Condominium" means the real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the portions designated for separate ownership.

“Condominium Act” or “Act” means the District of Columbia Condominium Act of 1976, as amended from time to time.

“Condominium Instruments” means this Declaration, the Bylaws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are Recorded pursuant to the provisions of the Condominium Act.

“Condominium Plans” means the plans of the Building showing each Unit, and any amendments thereof, made and Recorded in accordance with Section 214(b) of the Condominium Act.

“Condominium Plat” means one or more plats of survey of the Condominium, and any amendments thereof, made and Recorded in accordance with Section 214(a) of the Condominium Act.

“Condominium Unit” means a Unit together with the Percentage Interest(s) in the Common Elements appertaining to that Unit.

“Declarant” means any person or group of persons acting in concert who (A) offers to dispose of the person's or group's interest in a condominium unit not previously disposed of, (B) reserves or succeeds to any special declarant rights, or (C) applies for registration of the Condominium. The initial Declarant of The Sonata Condominium is Sonata Condominiums, LLC.

“Declaration” means this instrument and such amendments thereof as may be Recorded from time to time.

“First Mortgagee” means the holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit. The term “mortgage” is deemed to include the term “deed of trust.”

“Identifying Number” means one or more letters or numbers, or both, that identifies only one Unit in the Condominium.

“Limited Common Elements” means a portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.

“Par Value” means the number of dollars (or points) assigned to each Unit by this Declaration, as set forth in Exhibit B to the Declaration. The allocation of an undivided interest in the Common Elements to each Unit is expressed as a decimal and may be referred to as either Par Value or Percentage Interest.

“Percentage Interest(s)” means the undivided interest (stated as a decimal) of each Unit in the Common Elements, as set forth in Exhibit B to this Declaration.

“Person” means a natural person, corporation, partnership, association, limited liability company, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

“Real Estate” or “Land” shall mean any leasehold or other estate or interest in, over or under the land described in Exhibit A to this Declaration, including but not limited to, any structure, fixture or other improvement or interest which by custom, usage or law passes with a conveyance of land though not described in the contract of sale or instrument of conveyance.

“Record” or any form of the verb “to record” means recordation in substantial accordance with the provisions of those laws codified in Title 42 of the District of Columbia Code or in substantial accordance with the requirements of the Office of the Surveyor of the District of Columbia.

“Rules and Regulations” means those rules and regulations adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Condominium Act or the Condominium Instruments.

“Special Declarant Rights” means any rights reserved for the benefit of the Declarant or any Person that becomes the Declarant hereunder in accordance with the Condominium Instruments and the Condominium Act.

“Unit” means a portion of the Condominium designed and intended for individual ownership and residential use as described in Section 5 of this Declaration, and consists of any one of those portions of the Condominium which is separately identified by an Identifying Number and separately shown on the Condominium Plans.

“Unit Owner” means one or more persons who own a Condominium Unit in fee simple, including the Declarant or the Association.

4. Building. The location and dimensions of the Building on the Land are shown in general fashion on the Condominium Plat. The Building consists of a twelve (12) story structure containing seventy-five (75) Units, plus three lower levels containing parking spaces. There are a total of seventy-nine (79) parking spaces, of which portions of twenty-one (21) lie partially in public space pursuant to a subsurface public space vault agreement with the District of Columbia. There are a total of twenty-nine (29) storage spaces of which twenty (20) lie in public space pursuant to a subsurface public space vault agreement with the District of Columbia.

5. Description and Dimensions of Units.

5.1. Identifying Number, Par Value and Percentage Interest. The Identifying Number, Par Value and Percentage Interest of each Unit are set forth in Exhibit B to this Declaration.

5.2. Dimensions of Units. Each Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

A. Lower and Upper Boundaries of Units. The lower boundary of each Unit is a horizontal plane, the elevation of which coincides with the unfinished uppermost unexposed surface of the concrete slab immediately below the Unit, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary of each Unit is a horizontal plane, the elevation of which coincides with the lowermost unexposed surface of the concrete slab immediately above the Unit, extended to intersect the lateral or perimetrical boundaries thereof.

B. Lateral or Perimetrical Boundaries of Units. The lateral or perimetrical boundaries of each Unit are vertical planes which coincide with the outermost unexposed, unfinished surfaces of the drywall facing the wall studs which comprises the perimeter walls enclosing the Unit, including all windows and doors, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimetrical boundaries thereof.

5.3. Additional Items Included in a Unit. In addition, each Unit contains: (i) all nonstructural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, including all wallpaper, paint, interior brick surface, lath, wallboard, plaster, carpeting, floor and wall tiles, hardwood flooring, other floor coverings, and all other finishing materials, as applicable; (iii) refrigerator, hot water heater, dishwasher, garbage disposal, washer, dryer, and all immediately visible fixtures and appliances, and kitchen cabinets; (iv) all mechanical and electrical systems and equipment, heating and air conditioning systems serving the Unit, commencing at the point of disconnection from the structural body of the building and from utility lines, and the air conditioning refrigerant lines, air handling unit, compressor, cooling coil, heat pump, and thermostat serving the Unit; (v) fireplace serving the Unit, if any, including firebox and damper; (vi) water and sewage pipes located within the boundaries of the Unit and serving only that Unit; (vii) skylight, if any, appurtenant to the Unit; (viii) security alarm system, if any, and all related equipment, including, but not limited to, wires, conduits, panels and boxes serving the Unit; and (ix) those portions, lying within the designated boundaries of a Unit, of any ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lying partially within and partially outside of the designated boundaries of a Unit, but serving only that Unit (any portion thereof serving more than one Unit or any portion of the Common Elements is deemed part of the Common Elements). Mechanical equipment (including any part of a fireplace) and appurtenances located outside of a Unit, but designed to serve only that Unit, such as heating equipment or air conditioning equipment including, but not limited to, compressor, condenser, air conditioning refrigerant lines and the like, shall be considered a part of the Unit and not a part of the Common Elements. Each Unit shall also have an undivided interest in the Common Elements.

5.4. Items Excluded from Units. A Unit shall be deemed not to include: any pipes, wires, conduits, and utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

## 6. Common Elements.

The Common Elements consist of all portions of the Property other than the Units. The Common Elements are classified either as General Common Elements or Limited Common Elements.

6.1. General Common Elements. The General Common Elements consist of all Common Elements other than Limited Common Elements, and include, without limitation: (i)

the Land; (ii) the foundations, roofs (including penthouse roofs and any planted areas on the roof), other than as designated on the Plans, slabs, structural interior walls, columns, hallways, stairs, stairwells, landings, corridors, passageways, walkways, areaways, crawl spaces, entrance stairs and stoop, foyers, lobby, fire escapes and landings, pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), water mains, wires or conduits which are utilized for or serve more than one Unit, laterals serving stacks, public utility lines and meters not owned by the utility suppliers, other service installations regardless of location; (iii) elevators, elevator lobbies, elevator pits, elevator control room, elevator shafts and elevator machine room; (iv) all central and appurtenant installations, if any, for services such as power, light, heating, telephone, cable, water, sewage, fire life safety systems, including, but not limited to, fire pump, sprinkler piping and risers, emergency generator and appurtenant electrical risers and panels, stair pressurization fans, fire control room, boiler pump room, vent fans and air conditioning units (including all air shafts, pipes, plumbing fixtures, ducts, wires, cables, and conduits used in connection therewith whether located in common elements or in Units); (v) sump pumps, storage tanks, condenser water pumps, heat exchangers, risers, cooling tower, garage exhaust, air intake and exhaust shafts, supply fans; (vi) exercise room, roof terraces, loading area, electric room, mechanical room, trash room, trash chutes, restrooms, mail room, storm water management structure, water service room, maintenance storage room, front desk, mail room, ramps and drive aisles; and (vii) steps, trees, shrubbery, planters, canopy, terraces, and exterior lighting devices of common use or necessary to the existence, upkeep, use and safety of the Building and other Condominium property; but not the land (a) upon which the air intake is located along the southern boundary of the Condominium property, (b) upon which the transformer vaults are located along the northeast corner of the Condominium property, (c) upon or over which the paved terraces, planters, bay windows, and bay windows with balconies lie or project along the southern boundary of the Condominium property, (d) over which the canopy projects along the southeast corner of the Condominium property, (e) upon which the garden, planting area and terraces lie along the eastern boundary of the Condominium property, and (f) upon or over which the bay windows and bay windows with balconies lie or project over the eastern boundary of the Condominium property, such land being public space owned by the District of Columbia.

6.2. Limited Common Elements. The Limited Common Elements are those parts of the Common Elements which are reserved for the exclusive use of a specific Unit or Units. The terrace or balcony, appurtenant to a Unit is a Limited Common Element reserved for the exclusive use of, and is assigned to, the Unit to which it is assigned as shown on the Condominium Plans.

In addition, parking spaces and storage spaces in the lower levels of the Building are General Common Elements which may be assigned for a fee as Limited Common Elements for the exclusive use of particular Units at the time such Units are initially sold.

The Declarant reserves the right to offer for lease any unassigned parking spaces and/or any unassigned storage spaces. During the sales program, the Declarant may reserve the exclusive use of certain parking spaces and/or storage spaces for sales and customer service purposes.

Except as described herein and/or labeled on the Condominium Plans, there are no other Limited Common Elements in the Condominium. Limited Common Elements may be reassigned in accordance with the provisions of the Condominium Act. Any expenses associated with the Limited Common Elements shall be assessed and payable in accordance with Section 6.5 of the Bylaws; however, if any maintenance costs are incurred due to the negligence, misuse or neglect of one or more Unit Owners or their tenants, the Association may perform the maintenance and assess the costs related thereto against the negligent Unit Owner.

6.3. Common Elements Assignable as Limited Common Elements.

A. Description of Assignable Limited Common Elements. The General Common Elements that are subsequently assignable as Limited Common Elements are the seventy-nine (79) parking spaces and twenty-nine (29) storage spaces located on the lower levels of the Building, all of which are shown on the Condominium Plans, all or some of which may be assigned to and reserved for the exclusive use of particular Units. Common Elements may be assigned and Limited Common Elements may be reassigned in accordance with the provisions of the Condominium Act, including Section 42-1902.13 of the Condominium Act. The Deed to a Unit may, but is not required to, reflect a previously made assignment of a Limited Common Element to that Unit. All assignments and reassignments of Limited Common Elements shall be reflected by the Declaration.

B. Assignments of Limited Common Elements by Declarant. Notwithstanding any other provision(s) of this Declaration to the contrary, the Declarant hereby expressly reserves, for itself and any successor Declarant, the right (but without obligation to do so), in their sole discretion without the consent of the Association or any Unit Owner (other than the Unit Owner to which the parking space(s) is to be assigned) or the holder of any lien on any Unit, so long as the Declarant continues to hold title to one or more Units, to assign all or any of the seventy-nine (79) parking spaces and the twenty-nine (29) storage spaces described in Section 6.3A, above, all of which are designated on the Condominium Plans as General Common Element(s), by amendment of the Condominium Instruments in the form required by the Condominium Act and hereinafter described. The Declarant may prepare, execute, and record an amendment(s) to the Declaration that assigns a parking space and/or a storage space as a Limited Common Element(s) for the exclusive use of a particular Unit(s). The Declarant shall provide a copy of the amendment(s) to the Association. The amendment to the Declaration shall also be executed by the Unit Owner of the Unit to which the Limited Common Element is being assigned.

C. Assignments of Limited Common Elements by the Association. In the event that there are one or more parking spaces or storage spaces that have not been assigned as Limited Common Elements for the exclusive use of a particular Unit(s) at the time that the Declarant no longer owns any Units, then the Association may prepare, execute and record an amendment(s) to the Declaration that assigns the parking spaces(s) and storage space(s) or any or all of them, as a Limited Common Element(s) for the exclusive use of a particular Unit(s). The amendment to the Declaration shall be executed by the principal officer of the Association and by the Unit Owner of the Unit to which the Limited Common Element is being assigned. Upon the payment by the Unit Owner for the reasonable cost for the preparation, acknowledgment and

recording of the amendment to the Declaration, the amendment to the Declaration shall be recorded by the Association.

D. Reassignments of Limited Common Elements by Unit Owners. The parking space(s) and storage space(s) assigned as Limited Common Elements may be reassigned upon written application to the principal officer of the Association by the Unit Owner of the Unit from which the parking space or storage space is to be assigned and the Unit Owner of the Unit to which the storage space is to be assigned. The principal officer of the Association shall prepare and execute an amendment to the Declaration that reassigns any right or obligation with respect to the Limited Common Elements involved. The amendment shall also be executed by the Unit Owner of the Unit from which the Limited Common Elements is hereby assigned and the Unit Owner of the Unit to which the Limited Common Element is being assigned, and shall be recorded by the Association upon payment by the said Unit Owners of the reasonable costs for the preparation, acknowledgment and recording of the amendment to the Declaration.

E. Effect of Amendments to Condominium Act. In the event that any provision of Section 6.3 hereof is contrary to provisions of the Condominium Act or any future amendments to the Condominium Act, the provisions of the Condominium Act, as amended, shall govern.

7. Ownership and Use of the Common Elements.

7.1. Allocation of Percentage Interests. Each Unit is allocated an undivided interest in the Common Elements equal to the Par Value assigned to that Condominium Unit and set forth in Exhibit B to this Declaration. The undivided interest in the Common Elements shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the document of conveyance or encumbrance.

7.2. Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners and to their tenants in residence and to their guests, invitees and licensees and shall be governed by the Condominium Instruments and the Rules and Regulations.

7.3. No Revocation, Abandonment or Partition. The Common Elements shall remain undivided and no Unit Owner may bring an action for partition or division of the Common Elements unless and until the Condominium is terminated.

7.4. Common Expenses. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment or the right to use of any of the Common Elements or by abandonment of his Unit or otherwise.

7.5. Suspension and Limitation of Use. The Board of Directors may suspend or limit the right of any Unit Owner or other person to use any part of the Common Elements upon failure of such Unit Owner or other person to observe the provisions of the Condominium Instruments and the Rules and Regulations governing the use of the Common Elements.

8. Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Directors and its designees shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

9. Alterations Within and Between Units. If any Unit Owner (including Declarant) is the owner of two (2) or more adjoining Units, then such Unit Owner shall have the right to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may in whole or in part be a General Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed, and no portion of any General Common Element other than that partition is damaged, destroyed or endangered. Notwithstanding anything to the contrary in this Declaration, so long as the Declarant is the owner of any two or more adjoining Units, it shall have the right, with the written approval of the mortgagee(s) holding a mortgage(s) on the Units affected, to modify or amend this Declaration and the Condominium Plat and Plans to subdivide the Unit or to combine two (2) or more Units, or any combination thereof, owned by Declarant into a single Unit, to combine more than two (2) adjoining Units owned by Declarant into one or more Units, to relocate the boundaries between adjoining Units owned by Declarant and to make any reallocation of the Percentage Interests of the Units affected to effectuate such combination or subdivision provided that such modification or amendment shall not effect the dimensions or Percentage Interests of any Unit owned by any other Unit Owner. No such amendment shall be effective until the appropriate instruments are executed and recorded in accordance with applicable law, it being understood however, that no Unit Owner's consent is needed to such amendment other than the Unit Owner of the Units affected.

10. Easements.

10.1. Easements for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Condominium Plat and Condominium Plans in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and for the maintenance of the same, so long as the encroaching Unit, or Common Element, stands. A valid easement shall not relieve an Owner of a Unit, of liability for his or his agent's negligence or intentional acts in cases of willful and intentional misconduct by him or his agents or employees. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements upon any Unit or any Unit upon any other Unit or Common Elements resulting from such reconstruction, construction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching



improvements shall stand.

10.2. Easement to Facilitate Sales or Rentals. The Declarant and the Declarant's authorized agents, representatives and employees shall have an easement to use any Units owned by the Declarant as sales offices, rental offices, management offices and model Units in the Condominium, and Declarant shall have the right to relocate from time to time such sales offices, rental offices, management offices and model Units to any other Units; provided, however, this easement shall cease upon Declarant's ceasing to be a Unit Owner.

10.3. Easements by Declarant. The Declarant hereby specifically reserves, for itself, its successors and assigns, a transferable easement without limitation or restriction, the right to grant and reserve easements and rights-of-way through, under, over and across the Condominium property for construction purposes, to facilitate the development of the Condominium or any adjacent property, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception (including cable television) and other utilities. This right shall continue so long as the Declarant owns one or more Units in the Condominium.

10.4. Easement of Support and Access. Each Unit and the Common Elements shall have an easement of support from every other Unit and the Common Elements. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

11. Use of Units and Compliance with Condominium Instruments. A Unit shall be used only as a private residence. A parking space shall be used only for the parking of passenger vehicles only, and not for storage or other purposes. Parking spaces and storage spaces may only be assigned to Units. All present and future Unit Owners, tenants and occupants of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Unit Owner.

12. Alterations. A Unit Owner may make any improvements or alterations within his Unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Condominium; but no Unit Owner shall do anything (including painting) which would change the exterior appearance of his Unit or entrance doors or of any other portion

of the Condominium (including Limited Common Elements) without the express written consent of the Board of Directors.

13. Amendment.

13.1. Reservation of Right to Amend. The Declarant reserves the right to amend the Condominium Instruments as long as there is no Unit Owner other than the Declarant. Notwithstanding any other provision of this Declaration or the Bylaws, the Declarant shall have the right, within five (5) years after the recordation of a Condominium Instrument that contains or creates a mistake, inconsistency, error or ambiguity, to unilaterally execute and record a corrective amendment or supplement to the Condominium Instruments to (i) correct a scrivener's error, or (ii) clarify an ambiguity in the Condominium Instruments with respect to an objectively verifiable fact, including without limitation, recalculating the undivided interest in the Common Elements, the liability for Common Expenses or right to surplus funds, or the number of votes in the Association that pertain to a Unit; provided that such Amendment or supplement may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error or ambiguity had not occurred.

13.2. Approval and Recordation Required. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended by agreement of Unit Owners of Units to which two-thirds (2/3rds) of the votes in the Association appertain; provided, however, that any such amendment shall have been approved in writing by the First Mortgagees holding mortgages encumbering two-thirds or more of the Units encumbered. No such amendment shall become effective until it is Recorded. At such time as there is a Unit Owner other than the Declarant, no amendment to the Condominium Instruments shall (i) create or increase Special Declarant Rights, (ii) increase the number of Units (except as contemplated in the Condominium Instruments), (iii) change the boundaries of any Unit, (iv) change the Percentage Interests, the liability for Common Expenses, the rights to surplus funds or the votes in the Association appertaining to any Unit, or (v) change the uses to which any Unit is restricted, except to the extent expressly permitted or expressly required by the Condominium Act or this Declaration.

13.3. Amendments to Comply with Requirements of FHLMC, FNMA, VA, FHA. Notwithstanding anything contained in either the Declaration or the Bylaws, this Declaration and Bylaws may be amended by the affirmative vote of a majority of the Board of Directors of the Unit Owners Association at any regular or special meeting of the Board of Directors without further action by the Unit Owners or First Mortgagees where such amendment is necessary in order to comply with the requirements of the Federal National Mortgage Association (hereinafter referred to as "FNMA"), or the Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") or the Veterans Administration (hereinafter referred to as "VA") or the Federal Housing Administration (hereinafter referred to as "FHA"), (the Board of Directors being hereby designated as attorney-in-fact for all of the Unit Owners and First Mortgagees to adopt such amendments and to authorize one or more of the officers of the Unit Owners Association to execute any and all documents necessary and proper to accomplish such amendment); provided, however, that where such an amendment in any way abridges the rights granted to any First Mortgagees by this Declaration or by the Bylaws, the

concurrence of all such affected First Mortgagees to such an amendment shall be required.

13.4. Amendments to Assign or Reassign the Parking Spaces and Storage Spaces as Limited Common Elements. Notwithstanding any other provisions of Section 13 hereof, the Declarant and the Association reserve the right to amend the Condominium Instruments to assign and reassign the parking spaces and the storage spaces as Limited Common Elements in accordance with the terms of Section 6.3 hereof.

14. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is terminated (i) by the Declarant unilaterally, as long as there is no Unit Owner other than the Declarant, or (ii) if there is any Unit Owner other than the Declarant, by agreement of Owners of Units to which four-fifths (4/5ths) of the votes in the Association appertain and the First Mortgagees holding mortgages encumbering two-thirds or more of the Condominium Units encumbered. An agreement to terminate the Condominium shall be evidenced by the execution of a termination agreement in the same manner as a deed by the requisite number of Unit Owners and shall be effective only upon Recording.

15. Unpaid Assessments.

15.1. Mortgagee Obtaining Title. A mortgagee or other purchaser who obtains title to a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by the mortgagee or purchaser (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit). It is understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage or security interest.

15.2. Liability for Unpaid Assessments. As provided in Section 6.2 of Article VI of the Bylaws, in a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses for which a lien has been Recorded as provided by the Act up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

16. Priority of First Mortgages. No provision of this Declaration, Bylaws or the Rules and Regulations, shall be construed to grant to any Unit Owner, or any other party, any priority over any rights of First Mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or the Common Elements or any portions thereof.

17. Changes by Declarant. Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build,

construct or provide any additions to the Condominium regime hereby created, except as specifically set forth in this Declaration.

18. Captions. The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

19. Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

20. Invalidity and Severability. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable Federal, state or local law or ordinance, the remainder shall be unaffected thereby.

21. Rights of Declarant to Inure to Certain Successors or Assignees. All rights reserved to the Declarant by the terms of this Declaration and the Bylaws shall also inure (i) to any mortgagee, successor or assignee of the Declarant who acquires title from Declarant by foreclosure, (ii) to any assignee of such mortgagee, successor or assignee of Declarant to whom such successor or assignee shall specifically assign the rights that are reserved in said documents to the Declarant, and (iii) to any assignee of Declarant to whom Declarant shall specifically assign such rights.

22. Tax Abatements, Transferable Development Rights, Unused Development Rights and Combined Lot Development Rights. All rights, title and interest in and to any and all tax abatements, transferable development rights, unused development rights and combined lot development rights arising from or generated by the Condominium are reserved by Declarant and neither the Unit Owners Association nor any of the Unit Owners shall have any right, claim or control in or to any such tax abatements, transferable development rights, unused development rights, or combined lot development rights. Each Unit Owner, by acquiring a Unit in the Condominium, agrees (A) not to impede or interfere in any manner with any award, use, transfer, or application by Declarant of any tax abatements arising from or generated by the Condominium, and (B) in the event that a Unit Owner's cooperation and/or signature is required for the award, use, transfer, or application of any tax abatements by Declarant arising from or generated by the Condominium, to fully and promptly cooperate with requests of Declarant, as applicable, all at no cost or expense of the Unit Owner or Unit Owners Association. This provision shall be applicable to and binding upon each Unit Owner, the Unit Owners Association and the Board of Directors of the Unit Owners Association.

230160v5

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, on this 25<sup>th</sup> day of September, 2006, Sonata Condominiums, LLC, has caused this Condominium Declaration to be executed by MVP Condominiums Holdings, LLC, its Sole Member; and MVP Condominiums Holdings, LLC, has caused this Condominium Declaration to be executed by Trust II Condominiums, LLC, and MVP Condominiums, Inc., its Members; and Trust II Condominiums, LLC, has caused this Condominium Declaration to be executed by National Capital Properties Trust II, its Sole Member; and National Capital Properties Trust II has caused this Condominium Declaration to be executed by NCP2 L.L.C., its Asset Manager, and NCP2 L.L.C. has caused this Condominium Declaration to be executed by Quadrangle Development Corporation, its Sole Member; and Quadrangle Development Corporation has caused this Condominium Declaration to be executed by Robert J. Knopf, its Senior Vice President, as its act and deed, on behalf of Sonata Condominiums, LLC; and MVP Condominiums, Inc., has caused this Condominium Declaration to be executed by Charles C. Wilkes, its President; as its act and deed on behalf of Sonata Condominiums, LLC.

DECLARANT

SONATA CONDOMINIUMS, LLC,  
a Delaware limited liability company

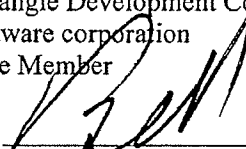
By: MVP Condominiums Holdings, LLC,  
a Delaware limited liability company  
its Sole Member

By: Trust II Condominiums, LLC,  
a Delaware limited liability company  
Member

By: National Capital Properties Trust II,  
a Maryland real estate investment trust  
its Sole Member

By: NCP2 L.L.C.,  
a Maryland limited liability company  
its Asset Manager

By: Quadrangle Development Corporation,  
a Delaware corporation  
its Sole Member

By:   
Robert J. Knopf, Senior Vice President

By: MVP Condominiums, Inc.,  
a Delaware corporation  
Member

By:   
Charles C. Wilkes, President

[CONTINUED FROM PREVIOUS PAGE]

DISTRICT OF COLUMBIA ) ss:

I, Paula Conley, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Robert J. Knopf, who is personally well known to me as the person named as the Senior Vice President of Quadrangle Development Corporation, the Sole Member of NCP2 L.L.C., the Asset Manager of National Capital Properties Trust II, the Sole Member of Trust II Condominiums, LLC, a Member of MVP Condominiums Holdings, LLC, Sole Member of Sonata Condominiums, LLC, the Declarant in the foregoing Condominium Declaration bearing date on the 25<sup>th</sup> day of September, 2006, personally appeared before me in the jurisdiction aforesaid and as such officer as aforesaid, acknowledged said instrument to be the act and deed of said Sonata Condominiums, LLC.

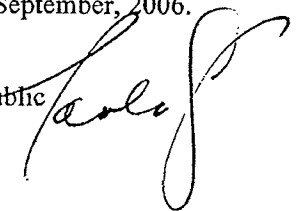
WITNESS my hand and official seal this 25<sup>th</sup> day of September, 2006.

[Notarial Seal]

My commission expires

June 14<sup>th</sup> 2010

Notary Public



DISTRICT OF COLUMBIA ) ss:

I, Paula Conley, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Charles C. Wilkes, who is personally well known to me as the person named as the President of MVP Condominiums, Inc., a Member of MVP Condominiums Holdings, LLC, Sole Member of Sonata Condominiums, LLC, the Declarant in the foregoing Condominium Declaration bearing date on the 25<sup>th</sup> day of September, 2006, personally appeared before me in the jurisdiction aforesaid and as such officer as aforesaid, acknowledged said instrument to be the act and deed of said Sonata Condominiums, LLC.

WITNESS my hand and official seal this 25<sup>th</sup> day of September, 2006.

[Notarial Seal]

My commission expires

June 14<sup>th</sup> 2010

Notary Public



EXHIBIT A TO DECLARATION

THE SONATA CONDOMINIUM  
301 Massachusetts Avenue, N.W.  
Washington, D.C. 20002

LEGAL DESCRIPTION

All that piece or parcel of improved land situate, lying and being in the District of Columbia described as follows:

Lot numbered Thirty (30) in Square numbered Five Hundred Twenty-eight (528) in the subdivision made by 303-305 H Street, LLC, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 199 at folio 99.



EXHIBIT B TO DECLARATION

THE SONATA CONDOMINIUM  
301 Massachusetts Avenue, N.W.  
Washington, D.C. 20002

PERCENTAGES OF UNDIVIDED INTEREST OF EACH  
UNIT IN THE COMMON ELEMENTS

<b>Identifying Unit Number or Letter</b>	<b>Par Value</b>	<b>Percentage of Undivided Interest</b>
101	.0160	1.60%
102	.0160	1.60%
103	.0096	0.96%
104	.0140	1.40%
201	.0160	1.60%
202	.0096	0.96%
203	.0190	1.90%
204	.0075	0.75%
205	.0140	1.40%
206	.0075	0.75%
207	.0140	1.40%
301	.0160	1.60%
302	.0096	0.96%
303	.0190	1.90%
304	.0075	0.75%
305	.0140	1.40%
306	.0075	0.75%
307	.0140	1.40%
401	.0160	1.60%
402	.0096	0.96%
403	.0190	1.90%
404	.0075	0.75%
405	.0140	1.40%
406	.0075	0.75%
407	.0140	1.40%
501	.0160	1.60%
502	.0096	0.96%
503	.0190	1.90%
504	.0075	0.75%
505	.0140	1.40%
506	.0075	0.75%
507	.0140	1.40%

Identifying Unit Number or Letter	Par Value	Percentage of Undivided Interest
601	.0160	1.60%
602	.0096	0.96%
603	.0190	1.90%
604	.0075	0.75%
605	.0140	1.40%
606	.0075	0.75%
607	.0140	1.40%
701	.0160	1.60%
702	.0096	0.96%
703	.0190	1.90%
704	.0075	0.75%
705	.0140	1.40%
706	.0075	0.75%
707	.0140	1.40%
801	.0160	1.60%
802	.0096	0.96%
803	.0190	1.90%
804	.0075	0.75%
805	.0140	1.40%
806	.0075	0.75%
807	.0140	1.40%
901	.0160	1.60%
902	.0096	0.96%
903	.0190	1.90%
904	.0075	0.75%
905	.0140	1.40%
906	.0075	0.75%
907	.0140	1.40%
1001	.0160	1.60%
1002	.0096	0.96%
1003	.0190	1.90%
1004	.0075	0.75%
1005	.0140	1.40%
1006	.0075	0.75%
1007	.0140	1.40%
1101	.0220	2.20%
1102	.0200	2.00%
1103	.0200	2.00%
1104	.0160	1.60%

<b>Identifying Unit Number or Letter</b>	<b>Par Value</b>	<b>Percentage of Undivided Interest</b>
1201	.0220	2.20%
1202	.0200	2.00%
1203	.0200	2.00%
1204	.0160	1.60%
TOTAL	1.0	100.00%



BYLAWS

THE SONATA CONDOMINIUM

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THE SONATA CONDOMINIUM

BYLAWS

ARTICLE I.

**IDENTIFICATION OF THE CONDOMINIUM AND DEFINITIONS**

1.1 Identification of the Condominium.

A. The name of the Condominium is: The Sonata Condominium. The address of the Condominium is: 301 Massachusetts Avenue, N.W., Washington, D.C. 20002.

B. The Sonata Condominium (hereinafter called the "Condominium") is being constituted and established under the District of Columbia Condominium Act of 1976 by a Condominium Declaration executed simultaneously herewith. As of the date of the recording of these Bylaws there is no Unit Owner other than the Declarant. These Bylaws of the Condominium (hereinafter called the "Bylaws") are adopted pursuant to the District of Columbia Condominium Act of 1976, as amended, and provide for the self-government of the Condominium.

1.2 Definitions.

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in Sections 1 and 3 of the Condominium Declaration: "Act"; "Association"; "Unit Owners Association"; "Board of Directors" or "Executive Board"; "Building"; "Bylaws"; "Common Elements"; "Common Expenses"; "Condominium Instruments"; "Condominium Plat"; "Condominium Plans"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgagee"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Par Value"; "Percentage Interest"; "Person"; "Property"; "Real Estate"; "Record"; "Residential Unit"; "Rules and Regulations"; "Special Declarant Rights"; "Unit"; "Unit Owner."

ARTICLE II.

**ADMINISTRATION: APPLICABILITY**

2.1 Administration.

The administration and management of the Condominium and the actions of the Unit Owners and the Unit Owners Association and its Board of Directors and officers shall be governed by these Bylaws.



## 2.2 Applicability

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

## ARTICLE III.

### UNIT OWNERS ASSOCIATION

#### 3.1 Qualification.

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

#### 3.2 Powers and Responsibilities.

Pursuant to Subsection 301(b) of the Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Act to the Unit Owners Association are delegated to the Board of Directors, as more particularly set forth in Article IV.

#### 3.3 Place of Meetings.

Meetings of the Association shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

#### 3.4 Annual Meetings.

The first annual meeting of the Association shall be held at a time and place to be designated by the Board of Directors: (i) within two (2) years from the date that the first Unit is conveyed or (ii) within ninety (90) days after Units to which seventy-five percent (75%) of the Percentage Interests appertain have been conveyed, whichever date first occurs, or (iii) on such earlier date as may be established by the Board of Directors. Thereafter an annual meeting of the Association shall be held on a date to be established by the Board of Directors. The annual meeting of the Association shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.

### 3.5 Special Meetings.

Not later than the time that Units to which twenty-five percent (25%) of the Percentage Interests appertain have been conveyed, a special meeting of the Association shall be held at which not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant, to serve until the date of the first annual meeting of the Association.

A. Not later than the time that Units to which fifty percent (50%) of the Percentage Interests appertain have been conveyed, a special meeting of the Association shall be held at which not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant, to serve until the date of the first annual meeting of the Association.

B. The President shall call a special meeting of the Association upon the request of the Board of Directors or upon the written request of Unit Owners owning Units to which twenty-five percent (25%) or more of the Percentage Interests appertain.

### 3.6 Notices.

The Secretary shall send a notice of meeting of the Association to each Unit Owner at least twenty-one (21) days in advance of an annual meeting and at least seven (7) days in advance of any other meeting. The notice shall state the time, place and purposes of the meeting. The notice shall be sent by United States mail to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated to the Secretary in writing or hand-delivered by the Secretary, provided the Secretary certifies in writing that such notice was delivered to the Unit Owner. The mailing or hand-delivery of a notice of meeting in the manner provided herein shall constitute service of notice.

### 3.7 Voting.

Each Unit is allocated a number of votes in the Association equal to the Percentage Interest assigned to that Unit in Section 7 of the Declaration. A Unit Owner is entitled to cast the votes allocated to his Unit. Since an Owner of a Unit may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the votes allocated to that Unit. But if more than one of such Persons is present, the votes allocated to that Unit shall be cast only in accordance with the agreement of a majority of them, and such agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made forthwith by any of the others to the Person presiding over the meeting. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, decisions or actions of the Association shall be taken by a majority of the votes present (in person or by proxy) at a meeting. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which each such Unit is entitled.

### 3.8 Proxies.

The votes appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or in a case where the Unit Owner is more than one Person, by or on behalf of all those Persons. A proxy may be revoked by a Unit Owner or one of the Unit Owners, in the case of a Unit owned by more than one Person, by giving actual notice of revocation to the Person who presides over the meeting. A proxy shall be void if the proxy is not dated, if the proxy purports to be revocable without notice, or if the signatures of any Person executing the proxy has not been witnessed by a Person who shall sign his or her full name and address. A proxy shall terminate automatically upon the final adjournment of the first meeting held on or after the date of the proxy, but shall remain in effect during any recess or temporary adjournment of the meeting. A Unit Owner may appoint any other Person as his proxy, except that no Person other than the Declarant or Managing Agent shall cast votes as a proxy for more than two (2) Units in addition to his own.

### 3.9 Quorum.

The presence in person or by proxy of Unit Owners entitled to cast more than twenty-five percent (25%) of the votes in the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if Persons entitled to cast more than twenty-five percent (25%) of the votes are present in person or by proxy at the beginning of such meeting. If a meeting cannot be organized because a quorum has not attended, those present may recess the meeting from time to time until a quorum is present, when any business may be transacted at the meeting as originally called.

### 3.10 Order of Business.

The order of business at a meeting of the Association shall be as follows: (i) proof of notice of meeting; (ii) proof of quorum; (iii) reading of minutes of preceding meeting; (iv) election of inspectors of election, if applicable; (v) election of directors, if applicable; (vi) reports of officers and committees; (vii) unfinished business; and (viii) new business.

### 3.11 Conduct of Meeting.

The President shall preside at meetings of the Association and the Secretary shall keep the minutes of meetings. Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Condominium Instruments.

## ARTICLE IV.

### BOARD OF DIRECTORS

#### 4.1 Powers and Duties.

The Board of Directors is the executive and administrative entity designated to act for the Association in governing the Condominium, and is an "Executive Board" within the meaning of

Section 102(m) of the Act. The affairs and business of the Association shall be managed by the Board of Directors. In addition to other powers and duties granted or imposed by these Bylaws or by resolution of the Association, the Board of Directors shall have the power and duty to:

- A. Prepare and adopt an annual budget for the Condominium.
- B. Make and collect assessments against the Unit Owners to defray the Common Expenses, establish the method of collecting such assessments from the Unit Owners, and establish the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in twelve (12) equal monthly installments, each such installment to be due and payable in advance on the first day of each month.
- C. Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and for services to the Condominium.
- D. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacements of the Common Elements, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be property of the Association.
- E. Make and amend Rules and Regulations respecting the use of the Condominium.
- F. Establish bank accounts for the Association.
- G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.
- H. Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and institute, maintain and defend proceedings and actions brought on behalf of or against the Association.
- I. Maintain insurance required by Article VII of these Bylaws.
- J. Pay the cost of services rendered to the Condominium for which the Association, as distinct from individual Unit Owners, is liable.
- K. Keep the books of the Association with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records shall be available for examination by the Unit Owners, their duly authorized agents or accountants or attorneys, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles in a manner verifiable upon an audit, and shall be reviewed at least once a year by an outside independent

public accountant employed by the Board of Directors, who shall not be a resident of a Condominium Unit or a Unit Owner. The books and records shall be audited by an outside independent public accountant upon the request of Unit Owners to which at least thirty-three percent (33%) of the votes in the Association appertain. The cost of such review and/or audit shall be a Common Expense. Upon the written request of any First Mortgagee, such First Mortgagee shall be entitled to receive a copy of an annual audited financial statement for the preceding fiscal year within one hundred twenty (120) days after the end the Association's fiscal year.

L. Do such things and acts (not inconsistent with the Condominium Act and with the Condominium Instruments) which may be authorized by the Association.

M. Furnish the certificate required by Section 411 of the Act, within the time period prescribed by the Act, after the receipt of a written request therefor from any Unit Owner.

#### 4.2 Managing Agent.

The Board of Directors may employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in paragraphs A, C, D, F, G, I, J, K, L, and M of Section 4.1. The Board of Directors may delegate to the Managing Agent all of the powers and duties delegated to the Board of Directors by these Bylaws other than the powers and duties set forth in paragraphs B, E, and H of Section 4.1. Any agreement with the Managing Agent entered into during the Initial Operating Period shall be in writing and shall provide that it may be terminated without payment of a termination fee, with or without cause, upon not more than thirty (30) days' prior written notice. Any agreement with the Managing Agent entered into after the Initial Operating Period shall be in writing and shall provide that it may be terminated without payment of a termination fee, with or without cause, upon not less than ninety (90) days' prior written notice. The term of any such agreement shall not exceed one (1) year but may be renewable, by agreement of the parties, for successive one year terms. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without thirty (30) days' prior written notice to the First Mortgagees. The Managing Agent shall at all times be a professional management company, with expertise and experience in the operation of condominiums and the Board of Directors or Association shall not undertake self-management without the written approval of First Mortgagees holding mortgages encumbering at least two-thirds (2/3) of the residential Units encumbered.

#### 4.3 Number of Directors and Initial Selection of Board.

The number of directors which constitutes the initial Board of Directors is three. The initial Board of Directors shall be comprised of three (3) persons appointed by the Declarant and shall serve (i) until the election of directors at the first annual meeting of the Association or (ii) until a special meeting is held for the purpose of electing directors as provided in Article III. No Director need be a resident of the Condominium. Directors, other than Declarant's appointees, must be Unit Owners or, in the case of a Unit Owner who is not an individual person or persons, a designee of such a Unit Owner. The Declarant's appointees need not be Unit Owners of the

Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. The number of directors of the Board of Directors may be expanded to five (5) upon the vote of Unit Owners to which fifty-one percent (51%) of the votes in the Association appertain.

#### 4.4 Election and Term of Office.

The Board of Directors shall be elected at the annual meeting of the Association, to serve until the next annual meeting of the Association and until their successors have been elected and qualified. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the Association the Declarant shall have the right to select a majority of the Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director by the Declarant or the Association, except directors elected by the Unit Owners pursuant to Section 3.5 of these Bylaws. At the first annual meeting, the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be fixed for two (2) years, and the term of office of the other director shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. In the alternative, the Unit Owners of Units may by resolution duly made and adopted at an annual meeting, resolve to fix the term of each director elected at any such meeting at two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting. There shall be no cumulative voting.

#### 4.5 Annual Meeting.

An annual organizational meeting of the Board of Directors should be held within ten (10) days after the annual meeting of the Association. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

#### 4.6 Regular Meetings.

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail or telegraph, at least seventy-two (72) hours prior to the time of the meeting.

#### 4.7 Special Meetings.

Special meetings of the Board of Directors may be called by the President on seventy-two (72) hours notice to each director. Such notice shall be given personally or by mail or telegraph, and 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 (2) directors.

4.8 Waiver of Notice.

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

4.9 Quorum.

A majority of the entire Board of Directors present at the beginning of a meeting of the Board of Directors shall constitute quorum throughout a meeting of the Board of Directors. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting to a designated time and place. An adjourned meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

4.10 Vacancies.

Except as provided in Section 4.3 or 4.4, a vacancy on the Board of Directors caused by any reason, other than removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Association and until his successor is elected. Except as provided in Section 4.3 or 4.4, a vacancy occurring on the Board of Directors by reason of the removal of a director by a vote of the Association shall be filled by the Association at an annual meeting or at a special meeting called for that purpose.

4.11 Removal of Directors.

Except as provided in Section 4.3 or 4.4, a director may be removed with or without cause, and his/her successor elected, at a meeting of the Association at which a quorum is present, by a plurality of the votes cast by the Unit Owners who elected such director. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

4.12 Compensation.

A director shall not receive compensation from the Condominium for serving on the Board of Directors.

4.13 Conduct of Meeting.

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings.

4.14 Annual Report of the Board of /Directors.

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

4.15 Fidelity Bonds.

The Board of Directors shall require that all directors, officers, trustees, volunteers, agents (including the Managing Agent and its employees, and employees of the Association) handling or responsible for funds furnish adequate fidelity bonds or insurance. The fidelity bonds or insurance shall designate the Association as a named insured and, if obtainable, shall be written in an amount sufficient to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, Veterans Administration and the Federal National Mortgage Association then obtaining. The premiums on such fidelity bonds or insurance shall constitute a Common Expense.

4.16 Liability of the Board of Directors.

Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may become involved, by reason of his being or having been a member of the Board of Directors or officer of the Association, or any settlement thereof, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred, except in such cases wherein such member or officer is found by a court of competent jurisdiction to have acted with willful misconduct or in bad faith, or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. In addition, every such member or officer shall, in the first instance, not be liable to the Association for any conduct, omission or matters upon which they are entitled to be indemnified herein. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member or officer may be entitled. Members of the Board of Directors or officers of the Association shall not be personally liable for contracts made by them on behalf of the Association or the Unit Owners unless their conduct in such matters would not otherwise entitle them to indemnification under this Section 4.16. Every member of the Board of Directors and every officer of the Association shall not be precluded from voting on matters affecting the Condominium even though such vote may favor or benefit such member or officer.



## ARTICLE V.

### OFFICERS

#### 5.1 Designation.

The principal officers of the Association are a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President, no officer need be a member of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

#### 5.2 Election of Officers.

The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board of Directors.

#### 5.3 Removal of Officers; Vacancies.

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors.

#### 5.4 President.

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

#### 5.5 Vice President.

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

#### 5.6 Secretary.

The Secretary shall attend all meetings of the Board of Directors and the Association, and shall record the voting and the minutes of all proceedings in a book to be kept by him for that purpose. He shall give notice of meetings of the Association and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium a complete record of the Unit Owners and their last known post office addresses. This record of Unit Owners shall be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and regular custody of the minute books of

the proceedings of the Association and the Board of Directors. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

5.7 Treasurer.

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors or President, subject to all of the provisions of the Condominium Instruments, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Association. The Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

5.8 Agreements, Contracts, Deeds, Checks.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over Two Thousand Dollars (\$2,000) shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of Two Thousand Dollars (\$2,000) or less may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

**ARTICLE VI.**

**OPERATION OF THE CONDOMINIUM**

6.1 Determination of Common Expenses and Assessments against Unit Owners.

A. Fiscal Year. The fiscal year of the Condominium is the calendar year; provided that the fiscal year may be changed by the Board of Directors at their discretion.

B. Annual Budget. On or before a date which is not less than fifteen (15) days prior to the end of each fiscal year, the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year containing an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repairs and replacement of the Common Elements, and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, Condominium Instruments or by a resolution of the Unit Owners' Association and which will be required during the ensuing fiscal year for the administration, operation,

maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

The annual budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses payable by each Unit Owner. Common Expenses shall include the amounts necessary to create and maintain the reasonable reserves authorized by Section 6.1. The Board of Directors shall send to each Unit Owner, at least ten (10) days prior to the commencement of each fiscal year, a copy of the annual budget for the fiscal year.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the annual budget adopted by the Board of Directors for the fiscal year shall be assessed against each Unit in proportion to the Percentage Interest of the Unit, and shall be a lien against such Unit as of the first day of the fiscal year to which such annual budget applies. A Unit Owner shall be personally liable for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit, and this liability of the Unit Owner is in addition to the lien for assessments in favor of the Association on the Condominium Unit created by the Act. On or before the first (1<sup>st</sup>) day of each fiscal year, and on the first (1<sup>st</sup>) day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12<sup>th</sup>) of the assessment for such fiscal year. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall send to each Unit Owner an itemized accounting of the Common Expenses actually incurred for such fiscal year, together with an itemized statement of the amounts collected pursuant to the assessment adopted by the Board of Directors for such fiscal year, any delinquencies in payment of assessments, the amount of any surplus or deficit and the amount of the reserves. Income derived by assessment pursuant to these Bylaws in excess of Common Expenses (including reserves) as at the end of a fiscal year shall be applied to reserves or Common Expenses for the next succeeding fiscal year, as may be determined by the Board of Directors. The initial capital contribution by each Unit Owner equal to two (2) months' assessments and paid by the Unit Owner upon the purchase of his Unit from the Declarant (the "Initial Working Capital Contribution") shall be deemed to be funds obtained by assessment under this Paragraph C.

D. Reserve Fund for Capital Improvements, Replacements and Major Repairs. The Board of Directors shall establish and maintain a reasonable fund for capital improvements, replacements and major repairs by providing for reserve fund(s) in the annual budget, segregating such reserve fund(s) on the books of the Condominium, and allocating and paying monthly to such reserve fund(s) one-twelfth (1/12<sup>th</sup>) of the total amount budgeted for such reserve fund(s) for the current fiscal year. The portion of the Unit Owners' assessments paid into such reserve fund(s) shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve fund may be expended for the purposes of capital improvements, replacements, and major repairs. If for any reason, including nonpayment of any Unit Owner's assessment, any such reserve fund is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may at any time levy an additional assessment against the Unit Owners responsible for the funding of such reserves in proportion to the respective Percentage Interests of their units, payable into such

reserve fund in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice of any such further assessment on the Unit Owners by a statement in writing giving the amount and reasons therefor, and such additional assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of additional assessment. All Unit Owners, except as otherwise provided in Section 6.1C hereof, shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

E. Special Assessments. In addition to the assessments authorized above, the Board of Directors may levy a special assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was assessed. Any such special assessments shall be assessed in the manner set forth in Paragraph D of this Section 6.1 with respect to additional assessments payable to the reserve fund for capital improvements, replacements and major repairs.

F. Initial Operating Period. The phrase "Initial Operating Period," as used in these Bylaws, means the period of time commencing on the date that the Condominium is created and ending on the earliest to occur of (i) ninety (90) days following the date that Condominium Units to which seventy-five percent (75%) of the Percentage Interests appertain have been conveyed by the Declarant (ii) one (1) year following the date that the first Unit is conveyed to a purchaser, or (iii) such earlier date as the Declarant in its sole discretion may determine. During the Initial Operating Period, (i) the Board of Directors shall not levy an assessment against any Unit, (ii) the Declarant shall pay the costs of operating the Condominium, and (iii) each Unit Owner and his successors in interest, other than the Declarant, shall pay the Declarant, as agent of the Board of Directors, a fee in an amount equal to a percentage of the assessment otherwise due from the Unit Owner to the Association, which percentage shall be set forth in the Purchase Agreement with the Unit Owner (the "Initial Operating Fee"). The Declarant may apply the Initial Operating Fee to pay the costs of operating the Condominium during the Initial Operating Period, as well as reimburse itself or obtain reimbursement from the Initial Operating Fee collected and/or held by the Managing Agent, for amounts expended by the Declarant for costs of operating the Condominium during the Initial Operating Period. The Declarant will deliver the Initial Working Capital Contribution to the Board of Directors to provide the necessary operating expense funds and working capital for the Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine. The Declarant may not use such funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits during the Initial Operating Period. The Declarant may reimburse itself for funds it may have paid the Association for an unsold unit's share of the working capital fund from the Initial Working Capital Contribution it receives upon closing on the sale of such Unit to a purchaser. In addition to the foregoing Initial Working Capital Contribution and Initial Operating Fee, the Board of Directors will levy against the initial purchaser of a Unit, at the time he or she settles on the acquisition of his or her Unit, part of one (1) monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs. The Declarant shall

not be obligated to fund or otherwise contribute to any capital or other reserve for the condominium during the Initial Operating Period.

G. Effect of Failure to Prepare or Adopt Annual Budget. The failure or delay of the Board of Directors to adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses, as herein provided, wherever the same shall be determined, and in the absence of an annual budget or adjusted annual budget, each Unit Owner shall continue to pay a monthly assessment at the rate established for the preceding fiscal year until a monthly assessment is adopted under such new annual budget or adjusted annual budget and notice thereof has been sent to the Unit Owner.

#### 6.2 Payment of Common Expenses.

All Unit Owners shall be obligated to pay the assessment for the Common Expenses adopted by the Board of Directors pursuant to Section 6.1. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Directors or the Managing Agent or the Manager, setting forth the amount of the unpaid assessments against the selling Unit Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to a foreclosure sale, conveyance or assignment. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners, including the purchaser, in proportion to the Percentage Interest of their respective Units. No amendment to this Section shall affect the rights of any First Mortgagee holding a mortgage recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

#### 6.3 Collection of Assessments.

The Board of Directors shall take prompt action to collect any assessments for Common Expenses not later than thirty (30) days after the due date for the payment thereof.

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

A. The Board of Directors or a duly designated agent or the Managing Agent, upon written request of any Unit Owner, shall furnish to such Unit Owner, on or prior to the tenth (10th) business day following date of execution of a contract of sale for that Unit by a purchaser, a copy of the Condominium Instruments and a certificate as prescribed by Section 411 of the Act, setting forth the following:

- (1) Statement regarding any unpaid assessments.
- (2) Statement concerning any rights of first refusal or other restraints on free alienability.
- (3) Statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (4) Statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Board of Directors.
- (5) A copy of the statement of financial condition of the Association for the then most recent fiscal year for which such statement is available and the current operating budget, if any.
- (6) Statement of the status of any pending suits or any judgments to which the Association is a party.
- (7) Statement setting forth what insurance coverage is provided for all Unit Owners by the Association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents.
- (8) Statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are not in violation of the Condominium Instruments.
- (9) Statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof.
- (10) The date of issuance of the certificate.

B. The Board of Directors may impose a reasonable fee not to exceed One Hundred Dollars (\$100) for each such statement requested and payment thereof shall be a prerequisite to the issuance of a statement.

6.5 Maintenance and Repair.

A. By the Association. The Association, acting through the Board of Directors, shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit Owners as a Common Expense:

(1) The General Common Elements, whether located inside or outside of the Units.

(2) All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors and ceilings.

(3) Incidental damage caused to a Unit by such work done by the Association.

(4) Repair and replacement (but not the maintenance) of the balconies and terraces (including fences and railings or other perimeter enclosures for the balconies and terraces) which are Limited Common Elements, the cost of which shall be assessed by the Board of Directors against the Unit(s) for which the cost was incurred.

The Association shall also be responsible for: (i) the maintenance, repair, and replacement of the parking spaces, which are Limited Common Elements, the cost of which shall be assessed by the Board of Directors against the Unit Owner for which the cost was incurred, (ii) the repair and replacement (but not the maintenance) of the storage spaces which are Limited Common Elements, the cost of which shall be assessed by the Board of Directors against the Unit Owner for which the cost was incurred, and (iii) the repair and replacement (but not the maintenance) of the entrance and exterior doors and windows of the Units, the cost of which shall be assessed by the Board of Directors against the Unit Owner for which the cost was incurred. In addition, in the event the Board of Directors, the Managing Agent or any other person authorized by the Board of Directors corrects, or causes to be corrected, any conditions existing with respect to any portions of any Unit pursuant to Section 6.9 hereof, the cost of such corrections shall be charged to the Unit Owner of the Unit in which such corrections were made.

All such assessments shall be assessed in the manner set forth in paragraph D of Section 6.1 of this Article VI with respect to additional assessments payable to the reserve fund for capital improvements, replacements, and major repairs. All such assessments shall constitute liens in favor of the Association and shall be enforceable in the manner provided for the enforcement of liens for assessments in favor of the Association under the Act.

This section 6.5A shall not relieve a Unit Owner of liability for damage to the Common Elements caused by the Unit Owner's negligence or intentional torts.

B. By the Unit Owner. Except for the portions of his Unit required to be maintained, repaired or replaced by the Association, each Unit Owner's responsibility shall include, but not be limited to, the maintenance, repair and replacement, at his own expense, of the following: all drywall walls; all finishing materials affixed to the joists above the ceiling in the Unit; tile, carpeting, other floor coverings, hardwood floor, and subflooring, if any, above the concrete slab upon which the flooring rests; door locks and hardware; entrance doors; windows;

lighting fixtures; kitchen and bathroom fixtures, appliances and equipment; pipes for water and sewer which are located within the boundaries of the Unit and serving only that Unit; the heat pump, air conditioning refrigerant lines, air handling unit, compressor, cooling coil and thermostat serving the Unit; that portion of a fireplace, if any, located within or outside of the boundaries of a Unit, including the firebox and damper; refrigerator, stove, microwave, garbage disposal, kitchen cabinets, washer and dryer and hot water heater; and security alarm system, if any, and all related equipment, including, but not limited to, wires, conduits, panels and boxes serving that Unit. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. The Unit Owner shall also be responsible for the maintenance (but not the repair or replacement) of any balcony, terrace, and fence or railing or other perimeter enclosure for such balcony or terrace, appurtenant to such Unit Owner's Unit which is a Limited Common Element assigned to his Unit, at his own expense. In addition, each Unit Owner shall be responsible for all damage to any and all other Units, or to the Common Elements resulting from his failure to make any of the repairs to be made by him by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors, the Managing Agent or Manager any defects or need for repairs for which the Board of Directors is responsible.

C. Manner of Repair and Replacement. All repairs and replacements shall be of substantial quality and as nearly as practicable similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment.

#### 6.6 Additions, Alterations or Improvements by the Association.

Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements in any calendar year costing in excess of five percent (5%) of the annual budget for such calendar year, and the making of such additions, alterations or improvements shall have been approved by the Unit Owners of Units to which a majority of the votes in the Association appertain, the Board of Directors shall proceed with such additions, alterations or improvements and shall levy assessments therefore as a Common Expense. Any additions, alterations or improvements proposed to be made by the Board of Directors during any calendar year which cost less than five percent (5%) of the annual budget for such calendar year may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.



6.7 Structural Additions, Alterations or Improvements by Unit Owners.

No Unit Owner shall make any structural addition, structural alteration or structural improvements in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of any Building, including the doors and windows or the exterior of the Unit's entrance doors without the prior written consent of the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and its failure to do so within the stipulated time shall constitute a denial of the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Owner of that Unit and shall be executed by the Board of Directors, and such execution of the application by the Board of Directors shall be without any liability on the part of the Board of Directors or any of the members of the Board of Directors to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 6.7 shall not apply to Units owned by the Declarant until such Units have been initially sold by the Declarant and paid for.

6.8 Restrictions on Use of Units and Condominium.

A. The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time the same become effective.

B. The use of the Condominium is subject to the following restrictions:

(1) Residential Use of Units. All Units shall be used for private residential purposes exclusively, except that a Unit Owner or its tenant residing in a Unit may conduct ancillary business activities within the Unit so long as (i) the existence or operation of the business activities is not apparent or detectable by sight, sound or smell from outside the Unit, (ii) the business activity is legal and conforms to all zoning, code and regulatory requirements for the Condominium, (including, but not limited to, the requirement that a Home Occupation Permit shall be obtained prior to commencement of such ancillary business activities) (iii) the business activity does not involve unreasonable visitation of the Unit by clients, customers, employees, suppliers or other business invitees, (iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Units in the Condominium without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services), (v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, (vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the sole discretion of the Board of Directors, and (vii) the

business activity does not result in a materially greater use of the Common Elements or the Association services. The term "business" as used in this provision, shall be construed to have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required therefor. Notwithstanding the foregoing, in no event shall a Unit be used for (or by) any of the following uses (or users), whether or not such uses (or users) are otherwise permitted by applicable zoning or other regulations: (i) an office of a physician, dentist or similar health care practitioner, (ii) a child or elderly care facility, child or elderly development home or similar facility, (iii) persons who room or board in a Unit or persons commonly referred to as "roomers" or "boarders", (iv) a Community Based Residential Facility (as such term is defined in the Zoning Regulations of the District of Columbia), (v) a place of worship, or (vi) any sales event customarily referred to as a "yard sale", "garage sale" or "home sales event" or any similar event. The issuance of a Home Occupation Permit shall not be deemed to forgive, suspend or waive any requirements set forth in this Section that might be more restrictive than the requirements applicable to the issuance of a Home Occupation Permit. Nothing in this Section, or elsewhere herein, shall be construed to prohibit the Declarant and its duly authorized agents, representatives and employees from the use of any Unit or Units which the Declarant owns for promotional or display purposes, as "model Units," a sales or rental office or the like, except that the Declarant shall nevertheless be bound by the provisions of Section 2 of this Article. The use of any Unit or Units which the Declarant owns for promotional or display purposes as "model Units", a sales office or the like shall not be subject to any limitations whatsoever.

(2) Parking Space. A parking space shall not be assigned to any party who is not also the owner of a residential Unit. Passenger automobiles only shall be parked in the parking spaces designated therefor. No trailer, truck, boat, camper, house trailer or similar types of vehicles shall be parked or stored on the Property. No inoperable, unlicensed or abandoned motor vehicle of any type shall be parked or stored upon the Property, and no portion of the Property shall be used for the maintenance, repair, overhaul, painting or work of a similar nature of any motor vehicle, including but not limited to oil changes. Any such vehicle may be towed from the Condominium at the offending Unit Owner's risk and expense. No parking space shall be used for storage purposes other than passenger automobiles.

(3) Leasing. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit within the Buildings shall be rented for transient or hotel purposes or for purposes other than as permitted by applicable zoning regulations, ordinances and orders governing the Condominium. No parking space shall be leased to any Person who is not a Unit Owner of a Unit. No lease shall be for a term of less than six (6) months; provided, however, that corporate owners may permit executives to use or occupy Units. Any owner of any Unit who shall lease such Unit, shall promptly, following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Condominium Act, the Declaration, these Bylaws, the Rules and Regulations and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board

of Directors may from time to time promulgate, and all leases shall further provide that any failure by the tenant to comply strictly with the provisions of such documents shall be a default under the lease. The provisions and limitations of this Section shall not apply to any institutional First Mortgagee of any Unit who comes into possession of the 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 as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. In the event that a tenant of any Unit Owner shall breach his or her lease by failing to comply with any of the terms of the Declaration, these Bylaws and the Rules of Regulations, or other reasonable rules and regulations as the Board of Directors may promulgate, the Board of Directors may require the Unit Owner to secure eviction of his or her tenant, and if the Unit Owner fails to secure such eviction, then the Association shall have the right, subject to applicable law, to secure the eviction of the tenant.

(4) Prohibited Uses and Nuisances. Except for the activities of the Declarant and its duly authorized agents, representatives and employees in connection with the construction or renovation of the Condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, replacement, repair, reconstruction or warranty administration of any portion of the Condominium by the Declarant or the Unit Owners Association, or except as may be permitted in writing by the Board of Directors of the Unit Owners Association:

(a) No noxious or offensive business, trade or activity shall be carried on within any Building or within any 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 and nothing shall be stored upon any of the General Common Elements.

(c) Nothing shall be done or maintained in any Unit or upon the Common Elements which would be in violation of any law. No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon. No waste shall be committed upon any of the Common Elements.

(d) No structural alteration, construction, addition or removal of any of the Common Elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws.

(e) The maintenance, keeping, breeding, boarding or raising of animals, reptiles, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any of the Common Elements, except that this shall not prohibit the keeping of orderly domestic pets (e.g., dog, cat, or caged bird, such pets not to exceed two (2) per Unit without the approval of the Board of Directors), provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted

upon the General Common Elements of the Condominium unless accompanied by a responsible person and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each of the Unit Owners and the Declarant and Managing Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered, inoculated and tagged as required by law. Each Unit Owner who permits his or her pet on the Common Elements within the Condominium is required to clean up any and all solid waste deposited by such pet anywhere in the Common Elements of the Condominium. The Board of Directors shall have the right to adopt such additional rules regarding pets as it may from time to time. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the Unit Owners affected, shall have the exclusive authority to declare any pet a nuisance.

(f) Except for such signs as may be posted by the Declarant or the Unit Owners Association 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 Unit or the Common Elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to any institutional First Mortgagee which comes into possession of any 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.

(g) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash of any other kind shall be permitted within any Unit or upon any of the Common Elements. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(h) No structure of a temporary character shall be maintained upon or attached to any Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon any of the Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit which may be visible from the exterior of the Unit or upon any of the Common Elements or from or upon any deck, terrace, balcony or patio.

(i) Except as specifically permitted by applicable federal governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable governmental regulations. Antennas situated entirely within a Unit, and not visible from the exterior, are permitted. If the Condominium includes a central satellite system and to the extent not prohibited by applicable law, the Condominium may require, through the promulgations of additional rules and regulations, that the Unit Owners and their lessees and invitees shall access satellite reception

only through the central satellite system and not erect or maintain separate exterior antennas or satellite dishes for reception or transmission.

(j) No unlawful or improper use shall be made of any Unit or any portion of the Common Elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(k) No Unit Owner shall engage or direct any employee of the Unit Owners Association or the Managing Agent on any private business of the Unit Owner during the hours such employee is employed by the Unit Owners Association or the Managing Agent nor shall any Unit Owner direct, supervise or in any manner attempt to assert control over any such employee.

(l) 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 the Board of Directors in writing, and the Board of Directors is hereby and elsewhere in these Bylaws authorized to adopt and promulgate such rules.

(m) At least eighty percent (80%) of the floor area of each Unit, including kitchens and bathrooms, shall be covered by either carpeting or area rugs with carpet padding, in order to protect the owners of adjacent Units (including those above and below) from undue noise.

(n) No Unit shall display any window coverings or treatments other than with an outer liner or blind which is of a neutral color established by the Board of Directors and which is uniform in color with all other Units' outer liners and blinds, and no Unit Owner shall display any art, posters, signage, printed material, banner or the like from any window.

(o) No Unit Owner shall display, place or hang any item of any nature whatsoever on any terrace, patio or balcony other than for those items that are normal and customary to be placed on a terrace, patio or balcony, such as for example patio furniture and properly maintained planters. Each Unit Owner shall be responsible and liable for any damage or harm caused by a Unit Owner's use of any terrace, balcony or patio.

(5) Noise, Lighting, Odors and Signage. It is the nature of multifamily properties (such as this Condominium) that Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Unit Owners, lessees and other occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is also recognized that sound insulation from an adjacent occupancy in a manner comparable to a detached single-family residence is impossible to attain and Unit Owners, lessees and other occupants hereby acknowledge and accept that limitation. Unit Owners acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. Unit Owners also acknowledge that Units may

be subject to street and retail lighting, electric/neon signage and other types of illumination and that direct light and/or glare from such sources may be visible within the Units. Unit Owners, lessees and other occupants hereby further acknowledge that the Condominium (i) is located adjacent to or near commercial, retail, restaurants, bars, entertainment and/or parking facilities and activities, and (ii) is a residential project located in an urban setting that may be subject to certain street and neighborhood noises and light sources and odors emanating from such facilities and activities. Furthermore, mechanical equipment on the penthouse and roof levels will generate noise that will effect the use of the penthouse level roof terraces, including the roof terraces which are Limited Common Elements to Units numbered 1201, 1202, 1203 and 1204.

#### 6.9 Right of Access.

Each Unit Owner grants a right of access to his Unit to the Board of Directors, the Managing Agent and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

#### 6.10 Limitation of Liability.

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association 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 of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

## ARTICLE VII.

### INSURANCE, DESTRUCTION, RESTORATION, CONDEMNATION AND DISTRIBUTION

#### 7.1 Authority.

Commencing not later than the time of the first conveyance of a Unit, the Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section 7.2 hereof. The insurance premiums paid by the Board shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all first Mortgagees of the Units, if requested. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and his mortgagee according to his Percentage Interest.

#### 7.2 Coverage.

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

- A. loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and
- B. such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the Directors in their sound discretion may deem advisable.

Such coverage shall insure the Building (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), and other Condominium property including all personal property included in the Common Elements. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board of Directors, which, however, in no event shall be less than Two Million Dollars (\$2,000,000) with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board of Directors and each individual Unit Owner. The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association, except

that if the claim relates to any item that is a component of the Unit, the deductible shall be paid by the Owner of said Unit. Worker's compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage it may deem advisable and appropriate or it may be requested from time to time by a majority of the Unit Owners.

### 7.3 Limitations

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

A. Each policy shall be written with a company or companies which are licensed to do business in the District of Columbia and which holds a rating of "A-X" or better in the current edition of Best's Key Rating Guide.

B. No insurance coverage obtained and maintained pursuant to the requirements of this Article VII shall be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Article shall exclude such policies from consideration.

C. Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least thirty (30) days' prior written notice to all insured named thereon, including all named First Mortgagees.

D. Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

E. Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Association, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

F. Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners of the Condominium when such act or neglect is not within the control of the insured, or the Unit Owners collectively; and (ii) that it shall not be prejudiced by failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control.

### 7.4 Notice of Insurance Coverage

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



## 7.5 Individual Policies

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

## 7.6 Insurance Trustee

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

## 7.7 Covenants for Benefit of Mortgagees

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

A. Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

B. If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid shall not be reconstructed or repaired, then and in that event, the Condominium shall be deemed to be owned in common by the Unit Owners and shall be subject to an action for partition upon the suit of any Unit Owner or mortgagee, in which event the net proceeds of sale together with the net proceeds of any insurance shall be distributed pro rata to the Unit Owners, after first paying off, out of the share of each Unit Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of such Unit

Owner. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

#### 7.8 Reconstruction

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

A. Where there is a partial destruction, which shall be deemed to mean destruction which does not render two-thirds (2/3) or more of the residential Units untenable, there shall be compulsory reconstruction or repair.

B. Where there is total destruction, which shall be deemed to mean destruction which does render two-thirds (2/3) or more of the residential Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within one hundred twenty (120) days after the occurrence of the casualty, at least eighty percent (80%) of the Unit Owners vote in favor of such reconstruction or repair.

C. If the Building or any improvements standing or erected upon the Condominium shall be destroyed or damaged by some casualty and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent of the replacement value of the property destroyed or damaged; and as nearly similar as practicable to the character of the Building or improvements existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the outstanding building code requirements of the District of Columbia and may be done with contemporary building materials, and achieved by utilizing updated construction systems and technology.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the Board of Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Board of Directors.

#### 7.9 Condemnation

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

#### 7.10 Assessments if Insurance is Inadequate

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

#### 7.11 Disbursements

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

#### 7.12 Notification

The Board of Directors shall notify: (a) the mortgagee of the Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000), and (b) all mortgagees whenever damage to the Common Elements exceeds Ten Thousand Dollars (\$10,000).

#### 7.13 Premiums and Deductibles

Premiums and deductibles upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense, except, as provided in Section 7.2B, if the claim relates to any item that is a component of the Unit, the deductible shall be paid by the Unit Owner of said Unit.

### ARTICLE VIII.

#### MORTGAGEES

#### 8.1 Notice to Board

A Unit Owner who mortgages his Unit shall notify the Board through the Managing Agent of the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Units."

## 8.2 Notice of Unpaid Assessments

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

## 8.3 Notice of Default

The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within thirty (30) days, shall promptly send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

## 8.4 Examination of Books

Each Unit Owner and each First Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on a business day, but not more often than once per calendar quarter.

## 8.5 Notice of Termination of Management Contracts

The Board of Directors shall notify all first mortgagees in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent.

## 8.6 Rights of First Mortgagees

Unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Association shall not:

- A. change any Unit's Percentage Interest except as permitted by the Declaration;
- B. partition or subdivide any Unit or that Unit's Percentage Interest of the Condominium nor abandon, partition, subdivide, encumber, sell or transfer the Common Elements of the Condominium (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) except as may be permitted by the Declaration;
- C. by act or omission seek to abandon or terminate condominium status of the project except as provided by statute in case of substantial loss to the Units and Common Elements of the Condominium;
- D. modify the method of determining and collecting assessments; nor
- E. use the proceeds of casualty insurance for any purpose other than replacement, repair or reconstruction of the Units or Common Elements except as permitted by the Act.

8.7 "Mortgagee" and "Mortgage"

As used in this Article and generally in the Declaration and Bylaws, the term "mortgagee" includes the holder of a note secured by a deed of trust or mortgage encumbering a Unit and recorded among the land records of the District of Columbia, and the term "mortgage" includes any deed of trust recorded among the said land records.

**ARTICLE IX.**

**NOTICE**

9.1 Manner of Notice

Unless specified otherwise in other sections of these Bylaws, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

9.2 Waiver of Notice

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

**ARTICLE X.**

**AMENDMENT OF BYLAWS**

10.1 Amendment of Bylaws

These Bylaws may be amended at a meeting of the Association called for that purpose by the affirmative vote of Unit Owners representing at least two-thirds (2/3) of the votes in the Association. Upon the vote of two-thirds (2/3) of the members of the Board of Directors, the President of the Association may execute and record a corrective amendment or supplement to these Bylaws in accordance with the provisions of the Act. No amendment to the Bylaws shall become effective until Recorded. The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant.

## 10.2 Approval of Mortgagees

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

## 10.3 Amendments by Declarant

Notwithstanding the provisions of Section 10.1 and 10.2, the Declarant reserves the right to amend the Condominium Instruments in accordance with the provisions of the Act.

# ARTICLE XI.

## COMPLIANCE AND DEFAULT

### 11.1 Relief

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

A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

B. Additional Liability. Each Unit Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his tenants, employees, agents, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

C. Costs and Attorney's Fees. In any suit or non-judicial proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the suit or non-judicial proceeding, including, without limitation, reasonable attorney's fees.

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

E. Interest. In the event of a default by any Unit Owner which continues for a period in excess of fifteen (15) days, such owner may at the discretion of the Board of Directors be obligated to pay interest on the amounts due at the lesser of twenty percent (20%) per annum or the maximum permissible rate of interest, from the due date thereof.

F. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Condominium Instruments, (after due notice to the Unit Owner that said violation or breach constitutes an immediate danger to the Condominium and Unit Owners) shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

#### 11.2 Lien for Assessments

A. The total annual assessments against each Unit Owner for the Common Expenses levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner within the purview of the Act, which lien shall be effective as of the first day of each fiscal year of the Condominium. The Board of Directors, or Managing Agent, may file or Record such other or further notice of lien, or such other or further document as may be required by the then laws of the District of Columbia to confirm the establishment of such lien.

B. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Unit Owner,

the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at the lesser of twenty percent (20%) per annum or the maximum rate of interest permitted to be charged to natural persons in the District of Columbia with respect to first mortgage loans at the time such installment or assessment became due, and the cost of collection thereof, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent. The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. The Unit Owner who is delinquent shall be prohibited from voting at any meeting of the Unit Owners' Association until the amount necessary to release the lien has been paid.

C. The lien for assessments may be foreclosed in the manner provided by the laws of the District of Columbia either, at the option of the Board of Directors, by a sale in a non-judicial proceeding or by suit brought in the name of the Board of Directors, acting on behalf of the Association. During the pendency of such non-judicial proceeding or suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any non-judicial proceeding or any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right to the appointment of a receiver, if available under the then laws of the District of Columbia.

D. The lien for assessments shall be prior to all other liens and encumbrances except: (i) liens and encumbrances Recorded prior to the recordation of the Declaration; (ii) liens of any first priority mortgage or deed of trust on such Unit Recorded prior to the due date of such assessment or the due date of the first installment payable on such assessment; and (iii) liens for real estate taxes and municipal assessments or charges against the Unit.

## ARTICLE XII.

### DISPUTES

#### 12.1 Process and Notice

Before the Board of Directors may approve the initiation of litigation against anyone based on a claim for anything other than the collection of delinquent condominium fees or other assessments or similar charges, the Board shall provide written notice to the potential defendant (the "Defendant") of the claim which shall afford the Defendant a reasonable opportunity to inspect the documents or other materials evidencing the claim or the areas of the Condominium relating to the claim and shall invite the Defendant to make an offer of settlement. If settlement of the claim is not obtained through this notice/inspection/offer process, then the Board may request that the Defendant join in nonbinding mediation. If the Board chooses not to request mediation or the Defendant declines to participate in mediation or if mediation does not result in a settlement, then, prior to approving the initiation of litigation, the Board shall first provide each Unit Owner with a written summary of the claim, of the Defendant's response to notice of the



claim, of efforts made to resolve it and of the reasonably anticipated consequences and expense of proceeding with litigation. This notice to each Unit Owner shall also state that if, prior to the expiration of a reasonable period of time set by the Board of Directors and stated in such notice, at least ten percent (10%) of the Unit Owners, other than the Defendant, request a special meeting of the Association to discuss the proposed litigation, then such a special meeting shall be held prior to the Board of Directors approving and initiating such litigation.

### ARTICLE XIII.

#### MISCELLANEOUS

##### 13.1 Compliance

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

##### 13.2 Conflict

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

##### 13.3 Severability

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

##### 13.4 Waiver

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

##### 13.5 Captions

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

##### 13.6 Gender, etc.

Whenever in these Bylaws 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.

13.7 Notice of Loss to or Taking of Common Elements

The Board of Directors shall give written notice to the mortgagees of all of the units of any loss to or taking of the Common Elements of the Condominium, if such loss or taking exceeds Ten Thousand Dollars (\$10,000) or, with respect to a Unit, the Board of Directors shall give written notice to the mortgagee of such unit if the loss or taking exceeds One Thousand Dollars (\$1,000).

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, on this 25<sup>th</sup> day of September, 2006, Sonata Condominiums, LLC, has caused these Bylaws to be executed by MVP Condominiums Holdings, LLC, its Sole Member; and MVP Condominiums Holdings, LLC, has caused these Bylaws to be executed by Trust II Condominiums, LLC, and MVP Condominiums, Inc., its Members; and Trust II Condominiums, LLC, has caused these Bylaws to be executed by National Capital Properties Trust II, its Sole Member; and National Capital Properties Trust II has caused these Bylaws to be executed by NCP2 L.L.C., its Asset Manager, and NCP2 L.L.C. has caused these Bylaws to be executed by Quadrangle Development Corporation, its Sole Member; and Quadrangle Development Corporation has caused these Bylaws to be executed by Robert J. Knopf, its Senior Vice President, as its act and deed, on behalf of Sonata Condominiums, LLC; and MVP Condominiums, Inc., has caused these Bylaws to be executed by Charles C. Wilkes, its President; as its act and deed on behalf of Sonata Condominiums, LLC.

DECLARANT

SONATA CONDOMINIUMS, LLC,  
a Delaware limited liability company

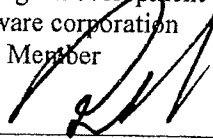
By: MVP Condominiums Holdings, LLC,  
a Delaware limited liability company  
its Sole Member

By: Trust II Condominiums, LLC,  
a Delaware limited liability company  
Member

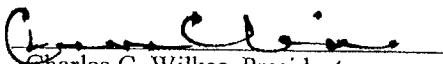
By: National Capital Properties Trust II,  
a Maryland real estate investment trust  
its Sole Member

By: NCP2 L.L.C.,  
a Maryland limited liability company  
its Asset Manager

By: Quadrangle Development Corporation,  
a Delaware corporation  
its Sole Member

By:   
Robert J. Knopf, Senior Vice President

By: MVP Condominiums, Inc.,  
a Delaware corporation  
Member

By:   
Charles C. Wilkes, President

[CONTINUED FROM PREVIOUS PAGE]

DISTRICT OF COLUMBIA ) ss:

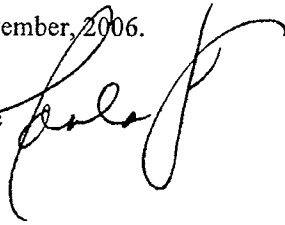
I, PAULA CONLEY, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Robert J. Knopf, who is personally well known to me as the person named as the Senior Vice President of Quadrangle Development Corporation, the Sole Member of NCP2 L.L.C., the Asset Manager of National Capital Properties Trust II, the Sole Member of Trust II Condominiums, LLC, a Member of MVP Condominiums Holdings, LLC, Sole Member of Sonata Condominiums, LLC, the Declarant in the foregoing Bylaws bearing date on the 25<sup>th</sup> day of September, 2006, personally appeared before me in the jurisdiction aforesaid and as such officer as aforesaid, acknowledged said instrument to be the act and deed of said Sonata Condominiums, LLC.

WITNESS my hand and official seal this 25<sup>th</sup> day of September, 2006.

[Notarial Seal]

My commission expires: JUNE 14, 2010

Notary Public



DISTRICT OF COLUMBIA ) ss:

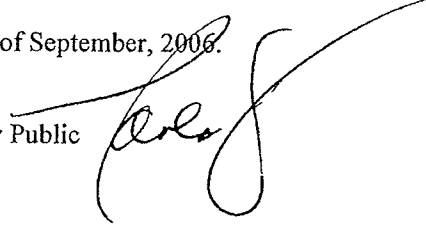
I, PAULA CONLEY, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Charles C. Wilkes, who is personally well known to me as the person named as the President of MVP Condominiums, Inc., a Member of MVP Condominiums Holdings, LLC, Sole Member of Sonata Condominiums, LLC, the Declarant in the foregoing Bylaws bearing date on the \_\_\_ day of September, 2006, personally appeared before me in the jurisdiction aforesaid and as such officer as aforesaid, acknowledged said instrument to be the act and deed of said Sonata Condominiums, LLC.

WITNESS my hand and official seal this 25<sup>th</sup> day of September, 2006.

[Notarial Seal]

My commission expires: JUNE 14, 2010

Notary Public



**TRUSTEE CONSENT**

The undersigned Sole Acting Trustee under that certain Deed of Trust, Security Agreement and Fixture Filing dated as of May 27, 2005 made by Sonata Condominiums, LLC to Thomas P. Loomis and R. Scott Ritter, Trustees, and recorded on May 27, 2005 Instrument No. 2005073759 among the Land Records of the District of Columbia, securing United Bank in the principal amount of \$24,000,000, hereby consents to the within Bylaws and hereby consents to the legal effect and operation of said Bylaws.

IN WITNESS WHEREOF, R. Scott Ritter has executed, delivered and sealed this instrument, as Sole Acting Trustee, on this 28<sup>th</sup> day of September, 2006.

WITNESS:

*[Handwritten Signature]*

*[Handwritten Signature]* (SEAL)  
 R. Scott Ritter  
 Sole Acting Trustee

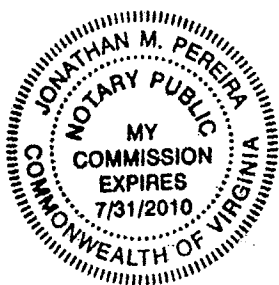
COMMONWEALTH OF VIRGINIA )  
 ) ss:  
 COUNTY OF FAIRFAX )

I, JONATHAN M. PEREIRA a Notary Public in and for the aforesaid jurisdiction, do hereby certify that on the 28 day of September, 2006, before me, personally appeared R. Scott Ritter, who is personally well known to me as the person named as Sole Acting Trustee as aforesaid and as the person who executed the foregoing Bylaws bearing date on the 25<sup>th</sup> day of September, 2006, as Sole Acting Trustee as aforesaid, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal this 28 day of September, 2006.

*[Handwritten Signature]*  
 Notary Public

[Notarial Seal]  
 My commission expires: July 31, 2010



**EXHIBIT A TO BYLAWS**

THE SONATA CONDOMINIUM  
301 Massachusetts Avenue, N.W.  
Washington, D.C. 20002

**LEGAL DESCRIPTION**

All that piece or parcel of improved land situate, lying and being in the District of Columbia described as follows:

Lot numbered Thirty (30) in Square numbered Five Hundred Twenty-eight (528) in the subdivision made by 303-305 H Street, LLC, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 199 at folio 99.

# PLAT AND PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

## CERTIFICATION OF OWNER

IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1976, DC LAW 1-89, AS AMENDED, THE UNDERSIGNED OWNER OF LOT 30 IN SQUARE 528 AS RECORDED ON MAY 17, 2005 IN SUBDIVISION BOOK 199 PAGE 99 IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY SUBDIVIDES THE BUILDING SHOWN HEREIN INTO SEVENTY-FIVE (75) RESIDENTIAL CONDOMINIUM UNITS WITH CERTAIN GENERAL AND LIMITED COMMON ELEMENTS AS MORE FULLY SET FORTH IN THE DECLARATION AND BY LAWS OF THE SONATA CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE DISTRICT OF COLUMBIA AS INSTRUMENT NUMBERS 2005-16-2825 AND NUMBER 2005-16-2826, RESPECTIVELY, ON ~~December~~, 8, 2006.

THE UNDERSIGNED OWNER FURTHER REQUESTS THAT THE CONDOMINIUM PROJECT AS SHOWN ON THE ATTACHED PLAT AND PLANS, CONSISTING OF TWENTY (20) SHEETS, BE ACCEPTED FOR RECORDATION IN THE OFFICE OF SURVEYOR OF THE DISTRICT OF COLUMBIA.

THE UNDERSIGNED OWNER BEING DULY SWORN, CERTIFIES, DEPOSES AND SAYS THAT SONATA CONDOMINIUMS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE OWNER IN FEE SIMPLE OF THE ABOVE-MENTIONED PROPERTY INCLUDING IMPROVEMENTS; AND THAT NO OTHER PERSON OR PERSONS OTHER THAN THE UNDERSIGNED HAVE ANY INTEREST OR CLAIM THEREIN, EXCEPT FOR EXISTING TRUSTS, IF ANY, NOTED BELOW THAT THE UNDERSIGNED IS IN PEACEFUL OCCUPATION THEREOF, THAT THERE ARE NO SUITS OR ACTIONS PENDING AFFECTING THE TITLE TO SAID PROPERTY, INCLUDING THE IMPROVEMENTS; AND THAT THERE IS ONE EXISTING TRUST ON SAID PROPERTY; AND THAT THE INDIVIDUAL UNITS CONFORM TO THE APPLICABLE LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA.

WITNESS OUR HAND(S) AND SEAL(S) THIS 25th DAY OF September, 2006.

### OWNER:

SONATA CONDOMINIUMS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: MYP CONDOMINIUMS HOLDINGS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS SOLE MEMBER

BY: TRUST II CONDOMINIUMS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
MEMBER

BY: NATIONAL CAPITAL PROPERTIES TRUST II,  
A MARYLAND REAL ESTATE INVESTMENT TRUST  
ITS SOLE MEMBER

BY: NCP2 L.L.C.,  
A MARYLAND LIMITED LIABILITY COMPANY  
ITS ASSET MANAGER

BY: QUADRANGLE DEVELOPMENT CORPORATION,  
A DELAWARE CORPORATION  
ITS SOLE MEMBER

BY: [Signature]  
ROBERT J. KNOFF, SENIOR VICE PRESIDENT

BY: MYP CONDOMINIUMS, INC.  
A DELAWARE CORPORATION  
MEMBER

BY: [Signature]  
CHARLES C. VILKES, PRESIDENT

### TRUSTEE

TRUSTEE

[Signature] [Signature]  
SOLE ACTING TRUSTEE WITNESS

[Signature]  
WITNESS



SUBSCRIBED AND SWORN BEFORE ME THIS  
25th DAY OF September, 2006.

[Signature]  
NOTARY PUBLIC

(MY COMMISSION EXPIRES: July 31, 2010)

SUBSCRIBED AND SWORN BEFORE ME THIS  
25th DAY OF September, 2006.

[Signature]  
NOTARY PUBLIC

(MY COMMISSION EXPIRES: June 1, 2010)

### REGISTERED ENGINEER'S CERTIFICATION:

I hereby certify that the attached Plat and Plans of Condominium Subdivision are correct; that they represent a field survey made under my direction; that the information shown on such plat and plans are in conformance with the records of the Office of the Surveyor of the District of Columbia, are accurate and comply with the requirements of D.C. Law 1-89, as amended, including Sections 42-1902.14 (a) and 42-1902.14 (b) of the District of Columbia Code, and that all improvements, including units and portions thereof, are depicted on the attached Plan and Plans have been substantially completed.

[Signature]  
KYLE U. OLIVER

District of Columbia  
Professional Engineer No: 900770 - CIVIL



9/25/06  
Date

SUBSCRIBED AND SWORN BEFORE ME THIS  
DAY OF September, 2006.

[Signature]  
NOTARY PUBLIC

(MY COMMISSION EXPIRES: July 14, 2010)

### OFFICE OF TAX AND REVENUE

Ownership correct according to records of this office: 11/13/06 AK, 2008  
General taxes paid to: 3/21/07 RD  
No unpaid arrears: 11/13/06 RD  
No unpaid special assessments: 11/13/06 RD  
[Signature]  
Real Property Administration

I acknowledge that this is not a Tax Certificate as intended by D.C. Code Title 47 - Section 405.

[Signature]  
Owner or Authorized Agent.

### DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

I certify that this condominium subdivision complies with the Zoning Regulations of the District of Columbia.

ZONING: DD/C-2-C

[Signature]  
Zoning Administrator

### BENCH MARK:

Vertical Datum based on the D.C. Surveyors Office Benchmark.

BM #8-67 = Elev 43.04'  
BM #8-72 = Elev 45.31'

### ELEVATION:

Per datum of the District of Columbia Department of Public Works.



VITA INCORPORATED  
ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ G.P.S. SERVICES  
8180 CREDISSBORO DRIVE SUITE 200 MCLEAN, VIRGINIA 22102  
(703)42-7800 ■ FAX (703)781-2787  
MCLEAN, VA GERMANTOWN, MD

### OFFICE OF THE SURVEYOR, D.C.

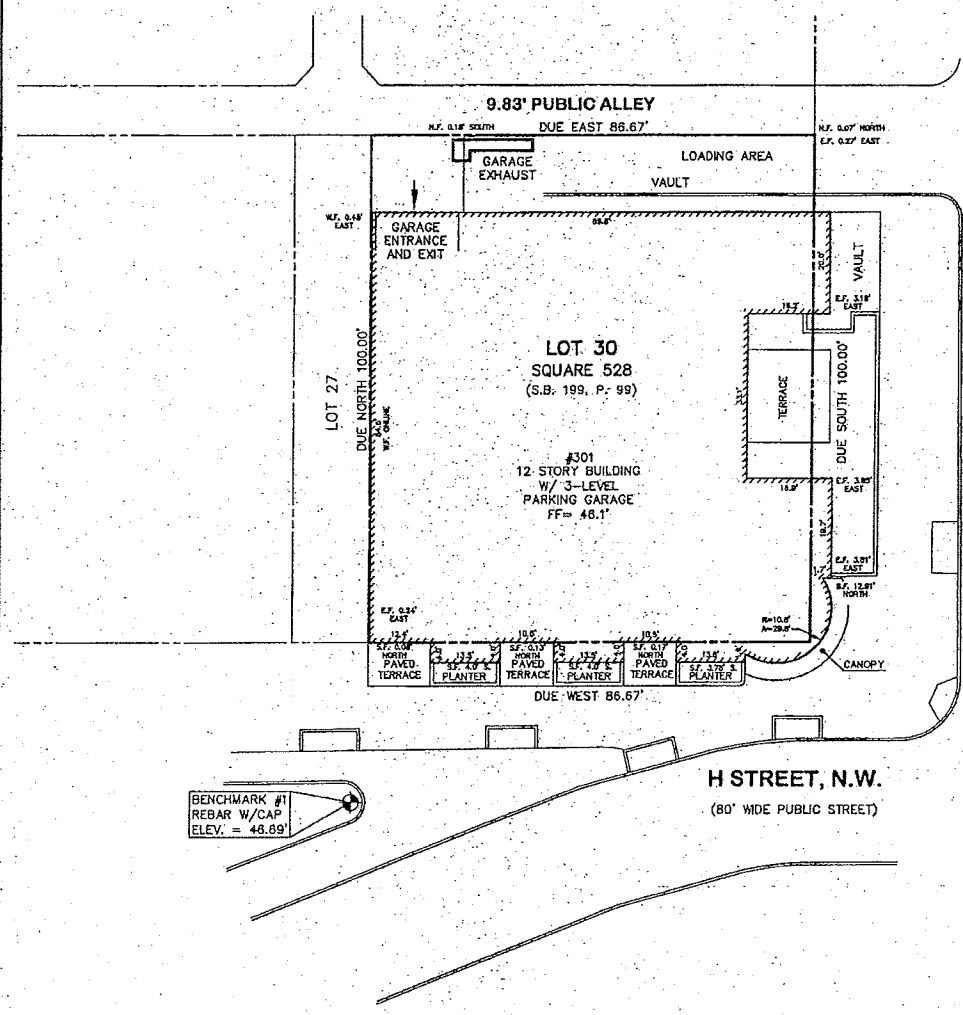
This plat and plans are accepted for recordation in accordance with the Condominium Act of 1976, D.C. Law 1-89, as amended.

[Signature]  
Surveyor, D.C.  
Recorded at 9:10 AM DECEMBER 19, 2006  
Recorded in Condominium Book 61 Page 32  
Survey recorded on annex plots 1 to 20

RP-553

RP-553

PLAT OF CONDOMINIUM SUBDIVISION  
LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.



3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

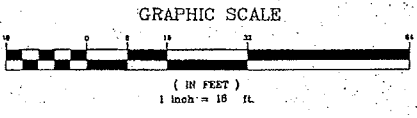
MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)

BENCHMARK #1  
REBAR W/CAP  
ELEV. = 46.89'

BENCHMARK #2  
NAIL IN CURB  
ELEV. = 45.83'

**NOTES:**

- 1.) FF DENOTES FINISHED FLOOR
- 2.) SUBJECT TO ENCUMBRANCES OF RECORD IF ANY.
- 3.) ON-SITE BENCHMARKS SHOWN ON THIS SHEET, SEE COVER FOR DATUM.
- 4.) CERTAIN FEATURES OF THE LIMITED COMMON ELEMENTS AND PORTIONS OF THE UNITS, PORTIONS OF THE GENERAL COMMON ELEMENTS, LIE UPON OR PROJECT OVER THE PROPERTY LINE OF THE CONDOMINIUM. THE LAND UPON OR OVER WHICH THEY LIE OR PROJECT IS PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



**VIA** PLOT DATE: 09/07/08  
DRAWN BY: PLANNING & DESIGN ARCHITECTS & SURVEYORS P.C. SERVICES  
20331 COUNTY ROAD SUITE 402 TOWSON, MARYLAND 21287  
TEL: 410-286-1100 FAX: 410-286-1104  
WWW.VIA-ARCHITECTS.COM  
6792500.01WG

RP-553

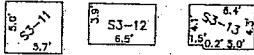
RP-553



# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
**THE SONATA CONDOMINIUM**  
301 MASSACHUSETTS AVENUE, N.W.

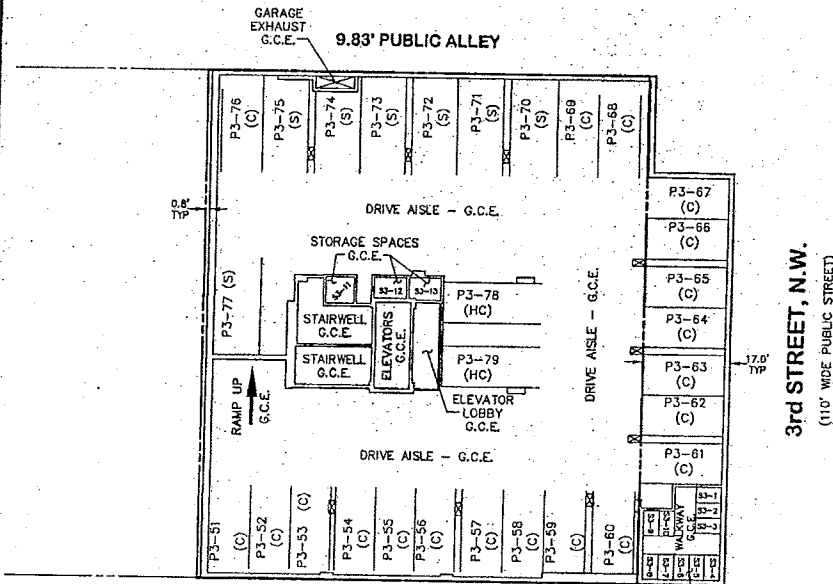
## PARKING LEVEL P3



STORAGE ROOM ENLARGEMENTS  
1" = 8'

### NOTE:

- L.C.E. = LIMITED COMMON ELEMENTS.
- G.C.E. = GENERAL COMMON ELEMENTS.
- ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
- STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 OF 20 FOR NOTES AND BENCHMARKS.
- PARKING SPACES P3-51 THROUGH P3-79 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.) FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
- PARKING SIZES AS BELOW:  
(S) - FULL (9' x 19')  
(C) - COMPACT (8' x 16')  
(HC) - ACCESSIBLE (8' x 19')
- STORAGE SPACES S3-1 THROUGH S3-13 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.) FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
- THE PARKING SPACES SHOWN HEREON ARE BASED UPON MEASUREMENTS TAKEN BETWEEN THE STRUCTURAL COLUMNS AND THE WALLS OF THE GARAGE, DIMENSIONS OF THE PARKING SPACES ARE SET FORTH IN NOTE #7 ABOVE, BUT NO CERTIFICATION IS MADE BY VIKI, INC. CONCERNING CONFORMANCE OF THE PARKING SPACES TO 'DISTRICT OF COLUMBIA MUNICIPAL REGULATIONS CHAPTER 21, OFF STREET PARKING REQUIREMENTS' OR 'FAIR HOUSING/ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY'.
- PARKING SPACES P3-61 THROUGH P3-67 AND STORAGE SPACES S3-1 THROUGH S3-10 LIE IN PUBLIC SPACE PURSUANT TO A SUBSURFACE VAULT AGREEMENT WITH THE DISTRICT OF COLUMBIA.

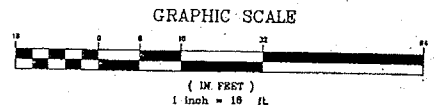


STORAGE SPACES - G.C.E.  
(TYPICAL SIZE 3.0'x4.9')

**H STREET, N.W.**  
(80' WIDE PUBLIC STREET)

**MASSACHUSETTS AVENUE, N.W.**  
(VARIABLE WIDTH PUBLIC STREET)

**3rd STREET, N.W.**  
(110' WIDE PUBLIC STREET)



DESIGNED & PLANNED BY LANDMARK ARCHITECTS & SURVEYORS P.C. SERVICES  
V.I.K.I. INCORPORATED  
20551 COUNTY ROAD 3475, SUITE 100, WASHINGTON, MARYLAND 20714  
CONTACT US AT (301) 474-1382  
WWW.VIKA.COM

RP-553

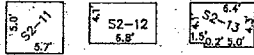
LOWER BOUNDARY LIMIT EL= 18.8'  
UPPER BOUNDARY LIMIT EL= 27.3'

RP-553

# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
**THE SONATA CONDOMINIUM**  
 301 MASSACHUSETTS AVENUE, N.W.

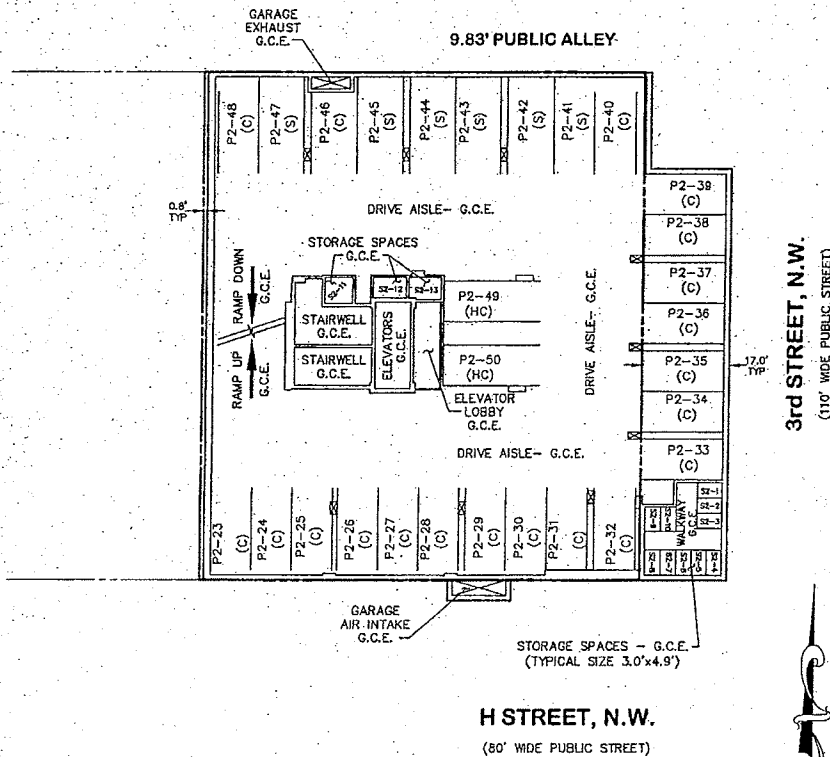
## PARKING LEVEL P2



STORAGE ROOM ENLARGEMENTS  
 1" = 8'

### NOTE:

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR NOTES AND BENCHMARKS.
6. PARKING SPACES P2-23 THROUGH P2-50 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.), FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
7. PARKING SIZES AS BELOW:  
 (S) - FULL (9' x 19')  
 (C) - COMPACT (8' x 16')  
 (HC) - ACCESSIBLE (8' x 19')
8. STORAGE SPACES S2-1 THROUGH S2-13 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.) FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
9. THE PARKING SPACES SHOWN HEREON ARE BASED UPON MEASUREMENTS TAKEN BETWEEN THE STRUCTURAL COLUMNS AND THE WALLS OF THE GARAGE. DIMENSIONS OF THE PARKING SPACES ARE SET FORTH IN NOTE #7 ABOVE, BUT NO CERTIFICATION IS MADE BY VIKI, INC. CONCERNING CONFORMANCE OF THE PARKING SPACES TO "DISTRICT OF COLUMBIA MUNICIPAL REGULATIONS CHAPTER 21, OFF STREET PARKING REQUIREMENTS" OR FAIR HOUSING/ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY.
10. PARKING SPACES P2-33 THROUGH P2-39 AND STORAGE SPACES S2-1 THROUGH S2-10 LIE IN PUBLIC SPACE PURSUANT TO A SUBSURFACE VAULT AGREEMENT WITH THE DISTRICT OF COLUMBIA.

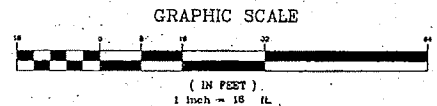


3rd STREET, N.W.  
 (110' WIDE PUBLIC STREET)

H STREET, N.W.  
 (80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
 (VARIABLE WIDTH PUBLIC STREET)

LOWER BOUNDARY LIMIT EL= 27.8'  
 UPPER BOUNDARY LIMIT EL= 36.1'



**VIKI**  
 CONDOMINIUM PLANNING & ARCHITECTURE ARCHITECTS & SURVEYORS & P.L.L.C. SERVICES  
 20251 COMBINE BLVD., SUITE 100, BETHESDA, MARYLAND 20814  
 (301) 918-1100 FAX (301) 918-1101  
 MARCH 19, 2004

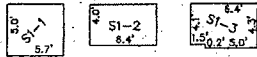
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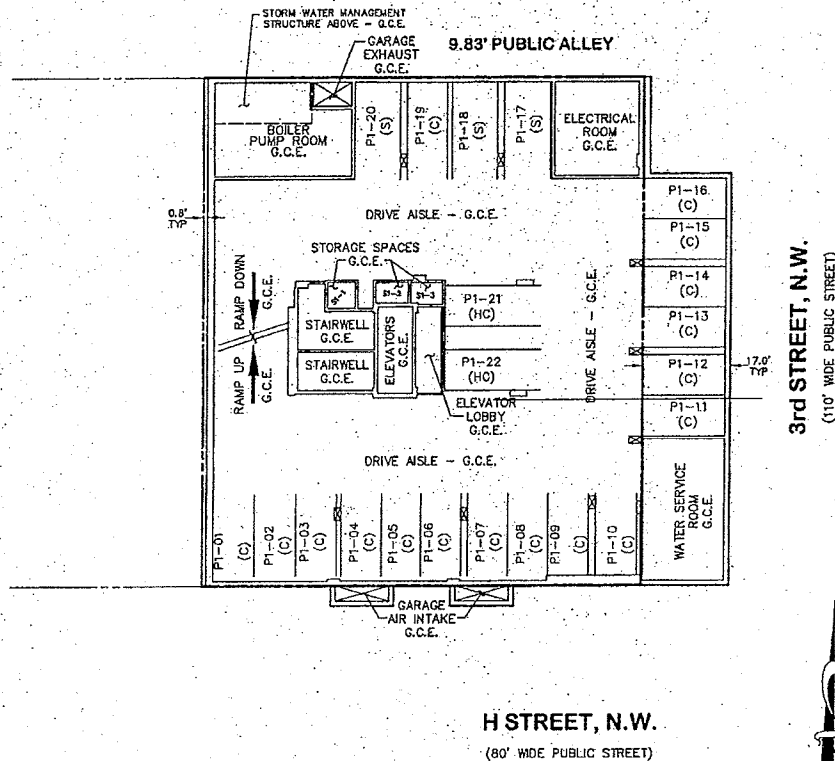
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

## PARKING LEVEL P1



STORAGE ROOM ENLARGEMENTS  
1" = 8'



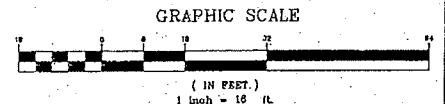
### NOTE:

1. L. C. E. = LIMITED COMMON ELEMENTS.
2. G. C. E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. PARKING SPACES P1-01 THROUGH P1-22 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.), FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
7. PARKING SIZES AS BELOW:  
(S) - FULL (9' x 19')  
(C) - COMPACT (8' x 16')  
(HC) - ACCESSIBLE (8' x 19')
8. STORAGE SPACES S1-1 THROUGH S1-3 ARE GENERAL COMMON ELEMENTS (G.C.E.), WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS (L.C.E.) FOR THE EXCLUSIVE USE OF THE OWNERS OF THE PARTICULAR UNITS TO WHICH THEY ARE ASSIGNED IN ACCORDANCE WITH THE DECLARATION.
9. THE PARKING SPACES SHOWN HEREON ARE BASED UPON MEASUREMENTS TAKEN BETWEEN THE STRUCTURAL COLUMNS AND THE WALLS OF THE GARAGE. DIMENSIONS OF THE PARKING SPACES ARE SET FORTH IN NOTE #7 ABOVE, BUT NO CERTIFICATION IS MADE BY VIKI, INC., CONCERNING CONFORMANCE OF THE PARKING SPACES TO 'DISTRICT OF COLUMBIA MUNICIPAL REGULATIONS CHAPTER 21, OFF STREET PARKING REQUIREMENTS' OR FAIR HOUSING/ADA COMPLIANCE FOR HANDICAP ACCESSIBILITY.
10. PARKING SPACES P1-11 THROUGH P1-16 AND THE WATER SERVICE ROOM LIE IN A PUBLIC SPACE PURSUANT TO A SUBSURFACE VAULT AGREEMENT WITH THE DISTRICT OF COLUMBIA.

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)

LOWER BOUNDARY LIMIT EL = 36.7'  
UPPER BOUNDARY LIMIT EL = 45.5'

RP-553



**VIKI**

DESIGNED & PLANNED BY LANDSCAPE ARCHITECTS & SURVEYORS & G.E. SERVICES  
VIA INCORPORATED  
2021 CONROY BLVD. SUITE 400 WASHINGTON WISCONSIN 53091  
EXPOSURE 1000 1000 1000 1000  
MADISON, WI 53706

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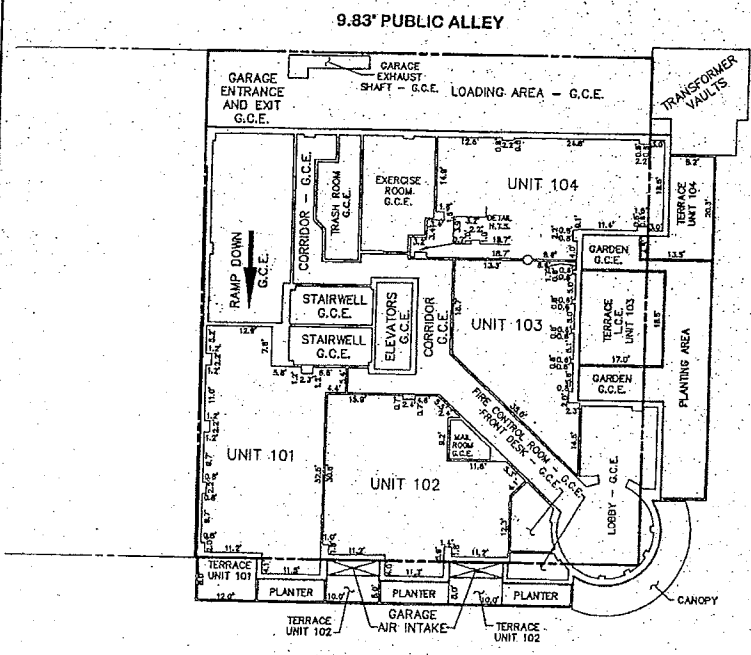
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

FIRST FLOOR  
UNITS 101 THROUGH 104

NOTE:

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS AND INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. THE PAVED TERRACES ALONG THE SOUTH SIDE OF THE CONDOMINIUM AND THE TERRACE ON THE EAST SIDE OF THE CONDOMINIUM ARE LIMITED COMMON ELEMENTS FOR THE ADJOINING UNITS, BUT NOT THE LAND UPON WHICH THEY ARE LOCATED, SUCH LAND BEING PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.
7. THE PLANTERS ALONG THE SOUTH SIDE OF THE CONDOMINIUM AND THE PLANTING AREA, GARDEN, AND TRANSFORMER VAULT ALONG THE EAST SIDE OF THE CONDOMINIUM ARE G.C.E., BUT NOT THE LAND UPON WHICH THEY ARE LOCATED, SUCH LAND BEING PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.
8. THE CANOPY LOCATED IN THE SOUTHEAST CORNER OF THE PROPERTY IS A G.C.E., BUT NOT THE LAND OVER WHICH IT PROJECTS, SUCH LAND BEING PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA AND NOT PART OF THE CONDOMINIUM.

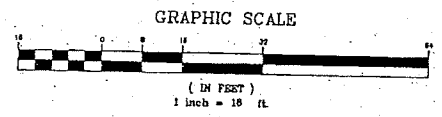


3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)

LOWER BOUNDARY LIMIT EL= 46.1'  
UPPER BOUNDARY LIMIT EL= 57.0'



**VIVA**  
ENGINEERS & PLANNERS & LANDSCAPE ARCHITECTS & SURVEYORS & P.E.S. SERVICES  
1818 WOODBURN DRIVE  
SUITE 100 • GERMANTOWN, MARYLAND 20874  
PH: 301-761-1234  
FAX: 301-761-1234  
WWW.VIVASERVICES.COM

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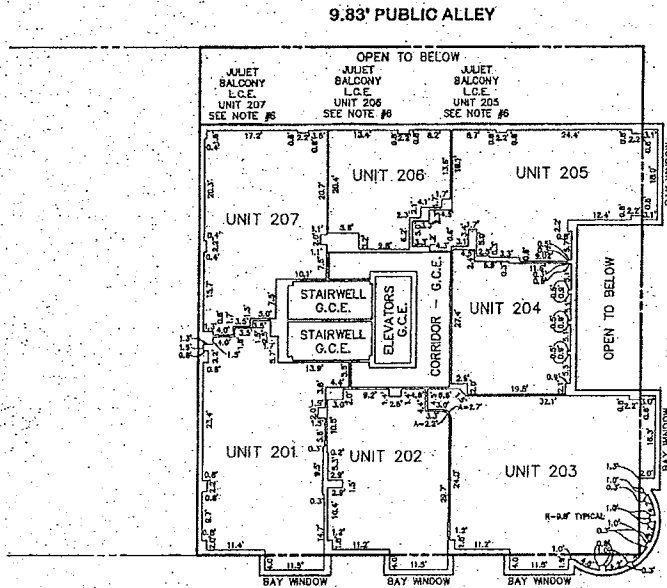
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

SECOND FLOOR  
UNITS 201 THROUGH 207

NOTE:

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 201, 202, 203 AND 205 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



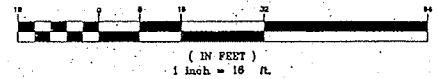
3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



GRAPHIC SCALE



DESIGNED & PLANNED BY LANDSCAPE ARCHITECTS & SURVEYORS & S.A.S. SERVICE  
THE ARCHITECTS  
10251 EIGHTH AVENUE, SUITE 200, BETHESDA, MARYLAND 20814  
(301) 414-1100 & FAX (301) 414-2282  
WASHINGTON, DC PENNSYLVANIA, MD

RP-553

LOWER BOUNDARY LIMIT EL= 57.6'  
UPPER BOUNDARY LIMIT EL= 67.6'

RP-553

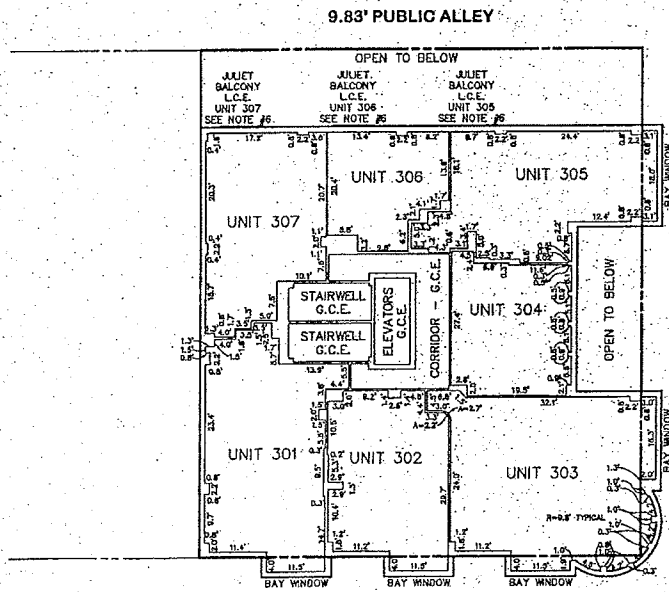
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

THIRD FLOOR  
UNITS 301 THROUGH 307

NOTE:

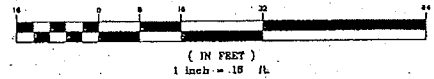
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3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 301, 302, 303 AND 305 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)



GRAPHIC SCALE



MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)

RP-553

LOWER BOUNDARY LIMIT EL= 68.2'  
UPPER BOUNDARY LIMIT EL= 78.2'

**VVA**  
DIMENSIONS & PLUMBING & LAWSCAPE ARCHITECTS & SURVEYORS & P.E. SERVICES  
VVA INCORPORATED  
2031 EDWYNE ROAD, SUITE 100 # EDWYNE, MARYLAND 20741  
(301) 211-4100 # FAX (301) 211-1943  
HAGER, MD. EDWYNE, MD.

RP-553

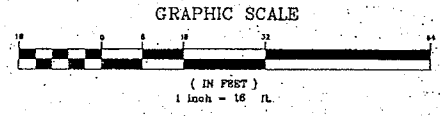
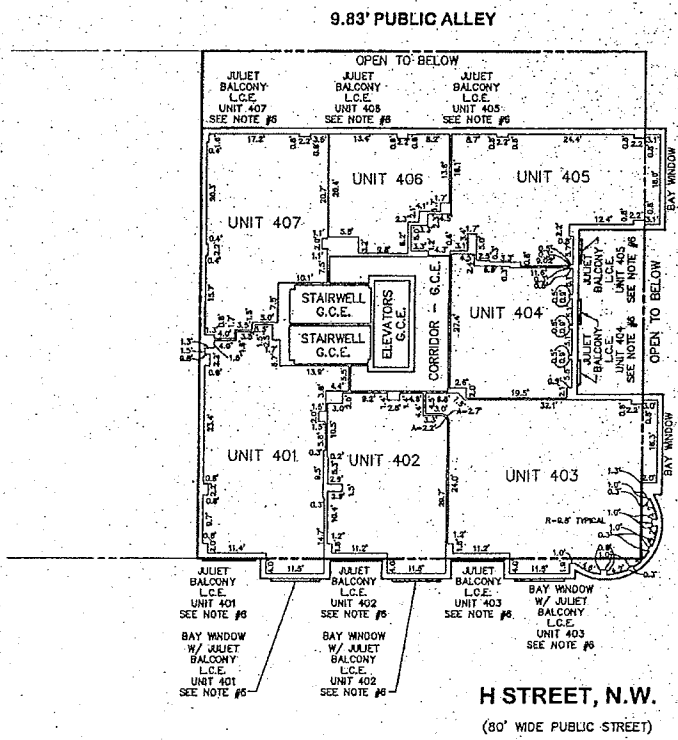
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

## FOURTH FLOOR UNITS 401 THROUGH 407

**NOTE:**

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS; EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0' UNLESS OTHERWISE NOTED.
7. PORTIONS OF UNITS 401, 402, 403 AND 405 AND LIMITED COMMON ELEMENTS APPURTENANT THERETO LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



LOWER BOUNDARY LIMIT EL= 78.8'  
UPPER BOUNDARY LIMIT EL= 88.8'

**VVA**  
OWNER'S PLANS AND LANDSCAPE ARCHITECT'S SURVEYOR & C.E. SERVICES  
2001 CONROY BLVD. SUITE 200, FARMINGTON, CONNECTICUT 06031  
TEL: 860-675-0000 FAX: 860-675-0001  
HARTFORD, CT 06103

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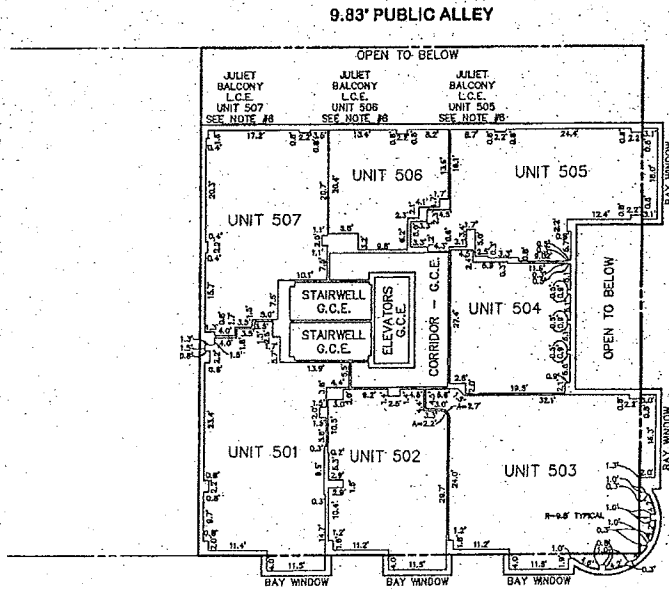
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

FIFTH FLOOR  
UNITS 501 THROUGH 507

NOTE:

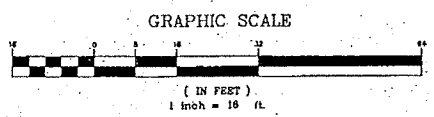
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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 501, 502, 503 AND 505 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



RP-553

LOWER BOUNDARY LIMIT EL= 89.3'  
UPPER BOUNDARY LIMIT EL= 99.3'

**WKA**  
ENGINEERS & PLANNERS LANDSCAPE ARCHITECTS & SURVEYORS & P.E. SERVICES  
WKA INCORPORATED  
3025 COUNTRY BLDG. SUITE 100 8 COLLETTOWN, MARYLAND 20746  
(301) 484-1100 FAX (301) 484-1101  
BUREAU: 1000 17th ST NW WASHINGTON, DC 20036

RP-553



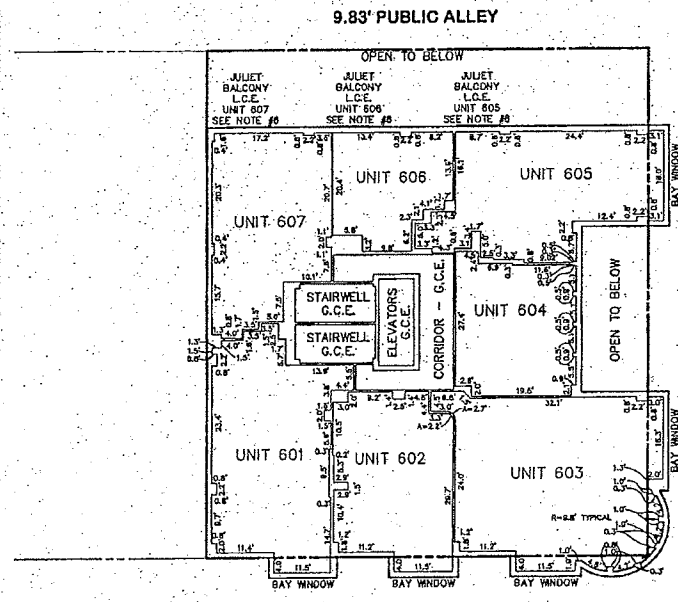
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

SIXTH FLOOR  
UNITS 601 THROUGH 607

NOTE:

1. L. C. E. = LIMITED COMMON ELEMENTS.
2. G. C. E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 601, 602, 603 AND 605 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



LOWER BOUNDARY LIMIT EL= 99.9'  
UPPER BOUNDARY LIMIT EL= 109.9'

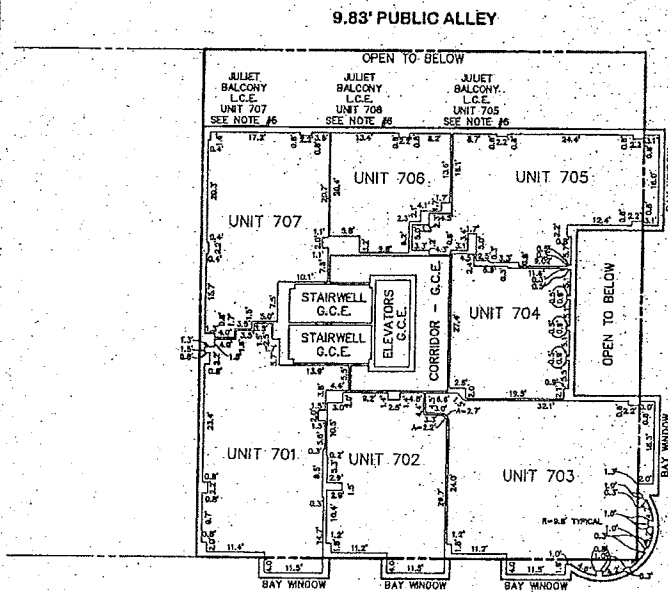
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

## SEVENTH FLOOR UNITS 701 THROUGH 707

### NOTE:

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 701, 702, 703 AND 705 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.

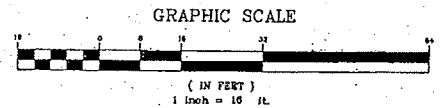


9.83' PUBLIC ALLEY

3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



LOWER BOUNDARY LIMIT EL= 110.5'  
UPPER BOUNDARY LIMIT EL= 120.5'

**VIVA**  
ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS & SURVEYORS & P.E. SERVICES  
VIVA INCORPORATED  
3031 CONWAY ROAD, SUITE 100 W. BETHESDA, MARYLAND 20814  
(301) 271-1000 & FAX (301) 271-1282  
REG. NO. 10000000000000000000

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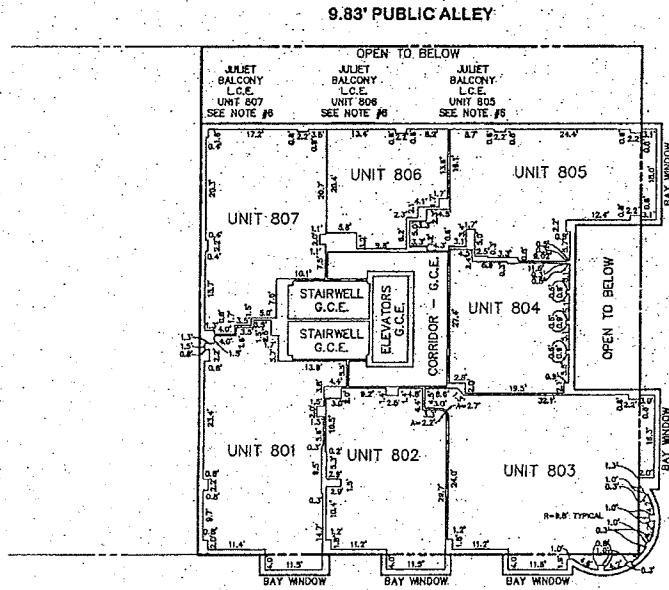
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

EIGHTH FLOOR  
UNITS 801 THROUGH 807

**NOTE:**

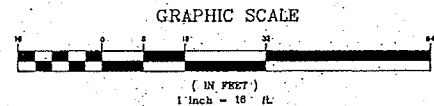
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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 801, 802, 803 AND 805 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



LOWER BOUNDARY LIMIT EL= 121.1'  
UPPER BOUNDARY LIMIT EL= 131.1'

RP-553

**WVA**  
CORPORATED PLANNERS & LANDSCAPE ARCHITECTS & SURVEYORS & G.P.A. SERVICES  
2025 COUNTRY BLVD. SUITE 400 • BETHESDA, MARYLAND 20814  
301.251-5900 FAX 301.251-5901  
WWW.WVA.COM

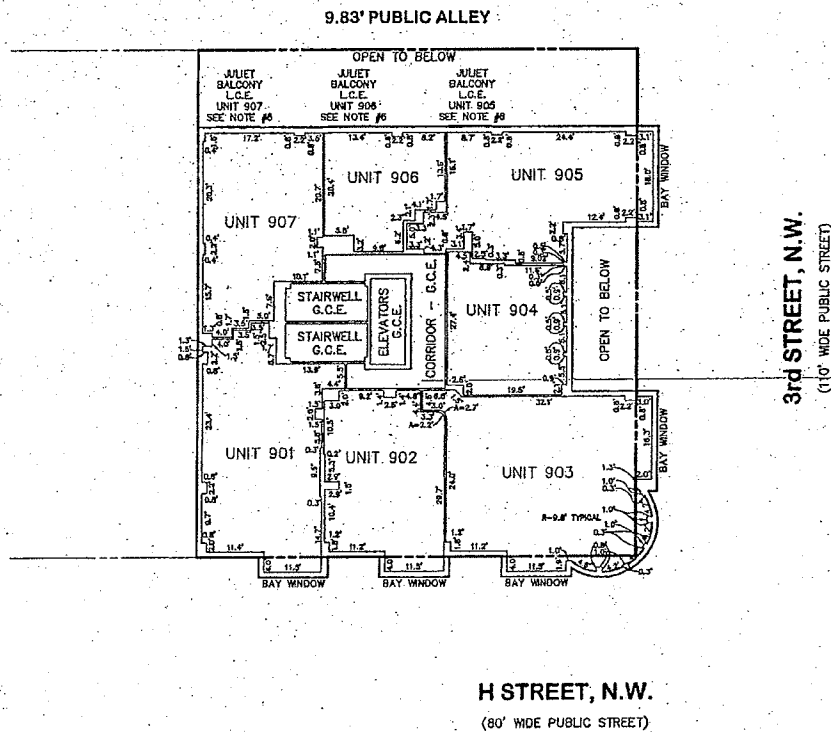
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

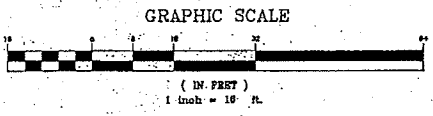
## NINETH FLOOR UNITS 901 THROUGH 907

### NOTE:

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. PORTIONS OF UNITS 901, 902, 903 AND 905 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM; PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



**VIVA**  
DESIGNS & PLANNERS LANDSCAPE ARCHITECTS & ENGINEERS P.A.C. SERVICES  
VIVA INCORPORATED  
1000 CONYER BLVD. SUITE 1000 BETHESDA, MARYLAND 20814  
(301) 314-1000 # FAX (301) 314-1002  
VIVA.CA 10 02/04/01/01/01

RP-553

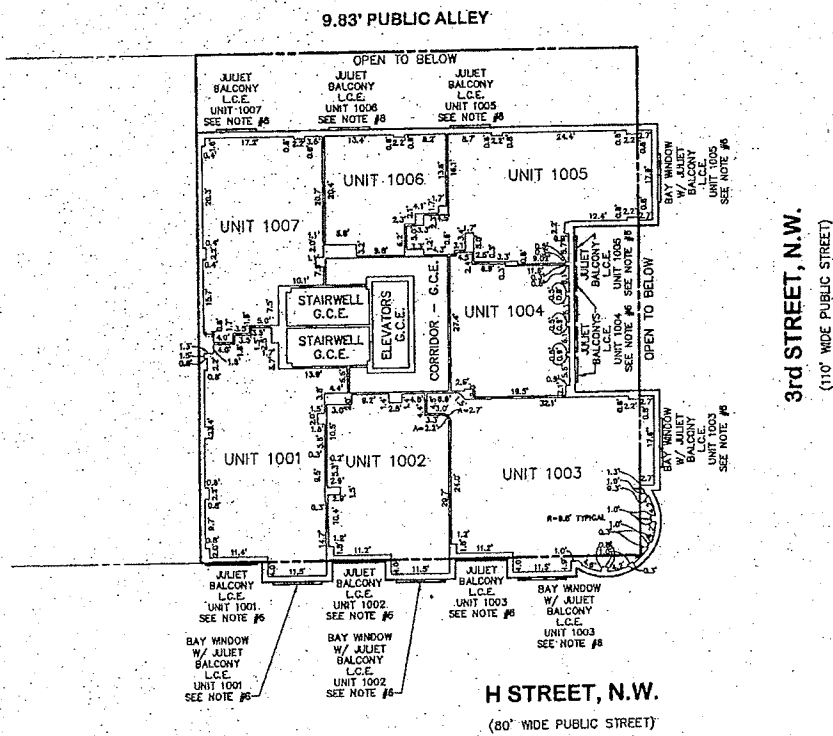
LOWER BOUNDARY LIMIT EL= 131.7'  
UPPER BOUNDARY LIMIT EL= 141.7'

DD-553

# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
**THE SONATA CONDOMINIUM**  
301 MASSACHUSETTS AVENUE, N.W.

## TENTH FLOOR UNITS 1001 THROUGH 1007



**NOTE:**

1. L.C.E. = LIMITED COMMON ELEMENTS.
2. G.C.E. = GENERAL COMMON ELEMENTS.
3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS; EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' X 8.0' UNLESS OTHERWISE NOTED.
7. PORTIONS OF UNITS 1001, 1002, 1003 AND 1005 AND LIMITED COMMON ELEMENTS APPURTENANT THERETO LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE, THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.

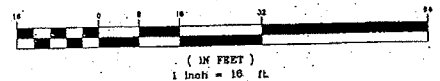
3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)

LOWER BOUNDARY LIMIT EL= 142.3'  
UPPER BOUNDARY LIMIT EL= 152.3'

GRAPHIC SCALE



VERONICA WALKER ARCHITECTS & LANDSCAPE ARCHITECTS & SURVEYORS & P.L.L.C. SERVICES

3025 CONROY BLVD. SUITE 200 N. CONNORVILLE, INDIANA 46039  
PHONE: 765.834.0774 FAX: 765.834.0775  
ALEXIA, IN 46001-1010

RP-553

RP-553

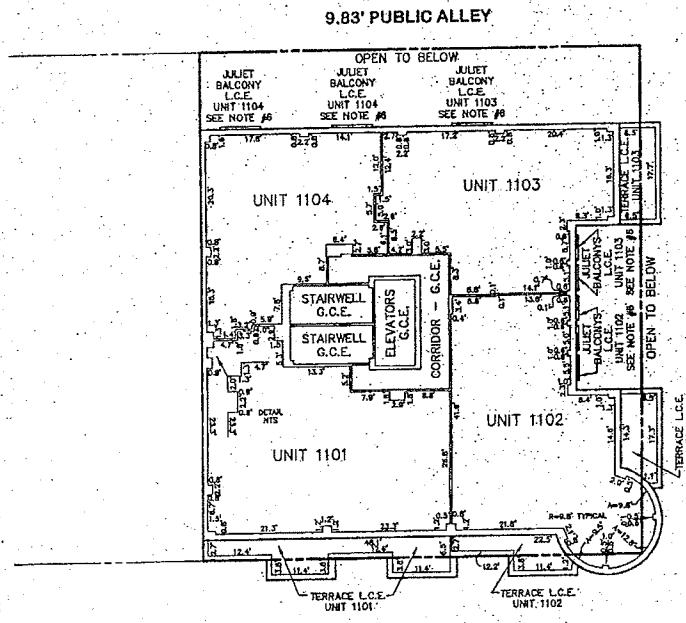
PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

ELEVENTH FLOOR  
UNITS 1101 THROUGH 1104

NOTE:

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3. ALL UNIT DIMENSIONS ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS' FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES HOWEVER MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.
4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0' UNLESS OTHERWISE NOTED.
7. PORTIONS OF UNITS 1101, 1102 AND 1103 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.
8. THE TERRACES LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM ARE LIMITED COMMON ELEMENTS FOR THE ADJOINING UNITS, BUT NOT THE LAND OVER WHICH THEY PROJECT, SUCH LAND BEING PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



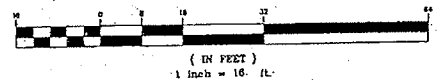
3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



GRAPHIC SCALE



RP-553

LOWER BOUNDARY LIMIT EL= 152.8'  
UPPER BOUNDARY LIMIT EL= 163.5'

**VIBA**

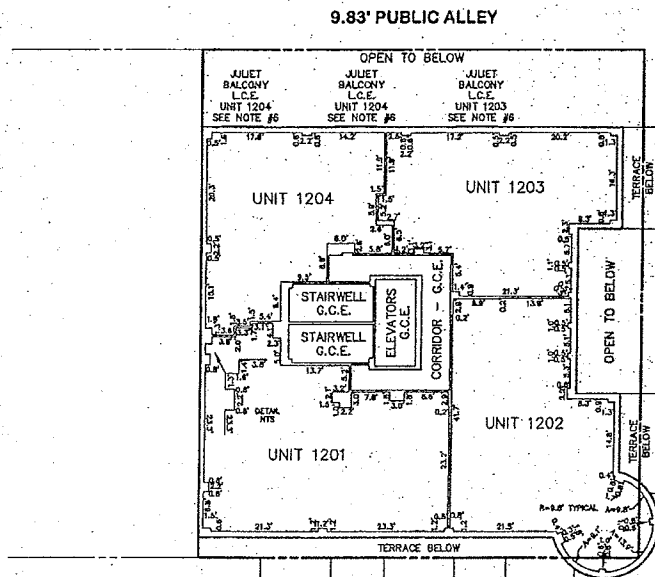
DESIGNER PLANNING LANDSCAPE ARCHITECTS ENGINEERS SURVEYORS  
VIBA INCORPORATED  
10251 COUNTY AVENUE, SUITE 400 • BETHESDA, MARYLAND 20814  
(301) 414-1000 • FAX (301) 414-1242  
REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS

RP-553

PLANS OF CONDOMINIUM SUBDIVISION  
LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.  
TWELVETH FLOOR  
LOWER FLOOR UNITS 1201 THROUGH 1204

NOTE:

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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 0.5' x 8.0'.
7. SEE SHEET 18 OF 20 FOR UPPER FLOOR OF UNITS 1201 THROUGH 1204 SHOWN ON THIS SHEET.
8. PORTIONS OF UNIT 1202 LOCATED ALONG THE EASTERN AND SOUTHERN SIDES OF THE CONDOMINIUM PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH THE UNITS PROJECT IS PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



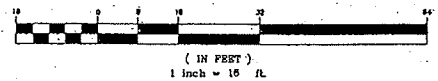
3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



GRAPHIC SCALE



VVA  
DIVISION OF PLANNING & LANDSCAPE ARCHITECTURE & SURVEYING & P.L.L.C. SERVICES  
1001 WASHINGTON  
20221 COMPANY BLDG., SUITE 400 • WASHINGTON, MARYLAND 20014  
202-462-4000 FAX: 202-462-1002  
VVA/VA, VA EDWARDSVILLE, MO

RP-553

LOWER BOUNDARY LIMIT EL= 164.1'  
UPPER BOUNDARY LIMIT EL= 174.6'

RP-553

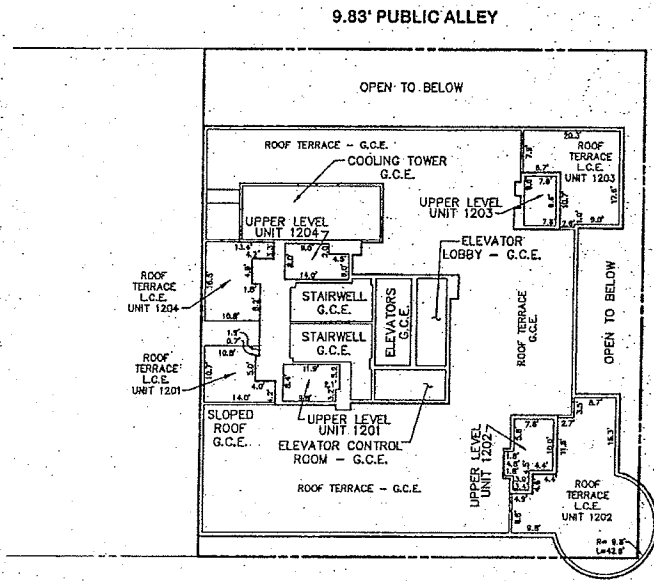
# PLANS OF CONDOMINIUM SUBDIVISION

LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM  
301 MASSACHUSETTS AVENUE, N.W.

## PENTHOUSE LEVEL UPPER FLOOR UNITS 1201 THROUGH 1204

### NOTE:

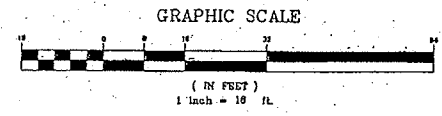
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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.
6. TYPICAL DIMENSIONS OF JULIET BALCONIES ARE 6.5' x 8.0'.
7. SEE SHEET 17 OF 20 FOR LOWER FLOOR OF UNITS 1201 THROUGH 1204 SHOWN ON THIS SHEET.
8. PORTIONS OF THE ROOF TERRACE, WHICH IS A LIMITED COMMON ELEMENT FOR UNIT 1202, PROJECT OVER THE PROPERTY LINE. THE LAND OVER WHICH IT PROJECTS IS PUBLIC SPACE AND OWNED BY THE DISTRICT OF COLUMBIA, AND NOT PART OF THE CONDOMINIUM.



3rd STREET, N.W.  
(110' WIDE PUBLIC STREET)

H STREET, N.W.  
(80' WIDE PUBLIC STREET)

MASSACHUSETTS AVENUE, N.W.  
(VARIABLE WIDTH PUBLIC STREET)



RP-553

LOWER BOUNDARY LIMIT EL= 175.2'  
UPPER BOUNDARY LIMIT EL= 184.7'

**VIVA**  
DESIGNED BY PLANNERS & ARCHITECTS  
VIVA INCORPORATED  
2021 CONVENT BLVD. SUITE 400 WASHINGTON, MARYLAND 20037  
(202) 775-4000 BY FAX (202) 775-7332  
FACSIMILE NO. (202) 775-7332

RP-553



# PLANS OF CONDOMINIUM SUBDIVISION

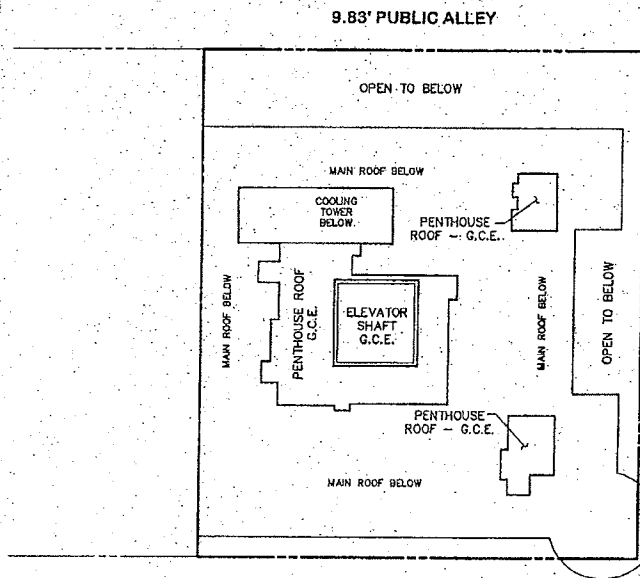
LOT 30 SQUARE 528  
**THE SONATA CONDOMINIUM**

301 MASSACHUSETTS AVENUE, N.W.

## ELEVATOR SHAFT AND PENTHOUSE ROOF

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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.

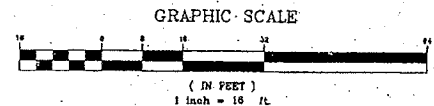


**3rd STREET, N.W.**  
 (110' WIDE PUBLIC STREET)

**H STREET, N.W.**  
 (80' WIDE PUBLIC STREET)

**MASSACHUSETTS AVENUE, N.W.**  
 (VARIABLE WIDTH PUBLIC STREET)

LOWER BOUNDARY LIMIT EL= 185.5'  
 UPPER BOUNDARY LIMIT EL= 193.5'



**WKA**  
 ARCHITECTS & PLANNERS & LANDSCAPE ARCHITECTS & SURVEYORS & R.A.P. SERVICES  
 16331 COUNTY BLVD. SUITE 100 W. CONNORVILLE, INDIANA 46034  
 (317) 845-1100 FAX (317) 845-1282  
 INDIANA, IN CONNORVILLE, IN

RP-553

PLANS OF CONDOMINIUM SUBDIVISION

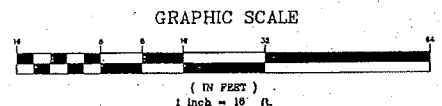
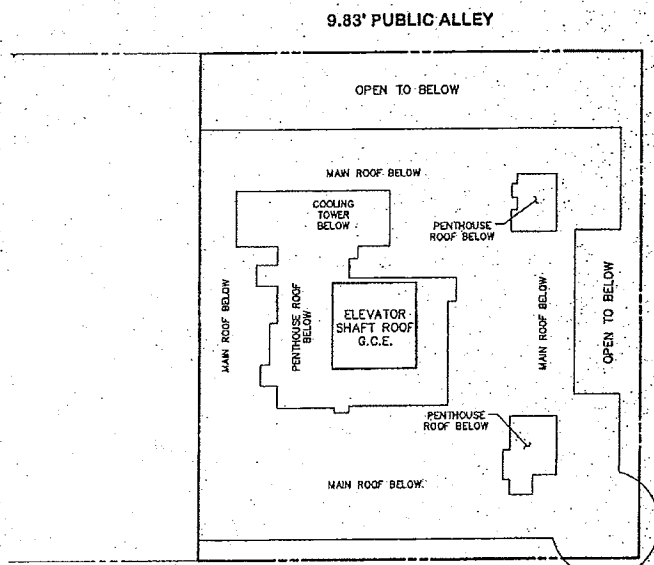
LOT 30 SQUARE 528  
THE SONATA CONDOMINIUM

301 MASSACHUSETTS AVENUE, N.W.

ELEVATOR SHAFT ROOF

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4. STAIRWELLS, ELEVATORS, EXHAUST SHAFTS, INTAKE SHAFTS AND CORRIDORS ARE GENERAL COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
5. SEE SHEET 2 OF 20 FOR BENCHMARKS.



**WKA**  
ENGINEERS & PLANNERS & LANDSCAPE ARCHITECTS & SURVEYORS & C.P.S. SERVICE  
10231 EDGEMOOR BLVD., SUITE 400 • FARMINGTON, MARYLAND 20741  
COURTESY: BLUE RIVER CONSULTING • 2022  
WILKINSON, VA • EDGEMOOR, MD

RP-553

LOWER BOUNDARY LIMIT: EL=194.3'

RP-553



**THE SONATA CONDOMINIUM**301 Massachusetts Avenue  
Washington, DC 20002**Proposed Budget (Estimated) for the First TWELVE (12) MONTHS OF THE CONDOMINIUM'S OPERATION**

<b>Category</b>	<b>Gross \$</b>	<b>Total</b>
<b>GENERAL COMMON EXPENSES</b>		
<b>ADMINISTRATIVE</b>		
Memberships, Subscriptions, etc.	600	
Annual Meeting Expense	300	
Office Supplies	1,000	
Postage	600	
Printing/Stationary	1,000	
Administrative Miscellaneous	500	
Legal	4,000	
Management Fees	35,000	
Consulting Fees	2,500	
Insurance	35,000	
Board and Committee Expenses	1,500	
<b>TOTAL ADMINISTRATIVE</b>		<b>82,000</b>
<b>REPAIRS AND MAINTENANCE</b>		
Electrical	3,500	
Common Area Painting	3,500	
Plumbing	2,500	
Common Area Carpentry	3,000	
General Supplies	1,500	
Janitorial Supplies	3,500	
Locks, Keys and Doors	2,000	
Caulking & Tuckpointing	1,000	
Roofing	500	
Building Equipment (Snow Removal and Start up Tools)	10,000	
Elevator Repairs	1,500	
Fire Safety Equipment	750	
Exercise Room	800	
Common Area Maintenance	7,500	
<b>TOTAL REPAIRS AND MAINTENANCE</b>		<b>41,550</b>
<b>MAINTENANCE SERVICE AGREEMENT</b>		
Grounds -- Non-contract	5,000	
Mechanical Systems Contracts	6,000	
Elevator Contract	19,000	
Exterminator Contract	2,000	
Cleaning Contract	45,000	
Grounds Maintenance Contract	9,000	
Safety System Monitoring Contract	8,500	
Snow Removal	2,500	
Trash Removal	15,000	
<b>TOTAL MAINTENANCE SERVICE AGREEMENT</b>		<b>112,000</b>

**THE SONATA CONDOMINIUM**301 Massachusetts Avenue  
Washington, DC 20002**Proposed Budget (Estimated) for the First TWELVE (12) MONTHS OF THE CONDOMINIUM'S OPERATION**

Category	Gross \$	Total
<b>TAXES &amp; LICENSES</b>		
Taxes (1)	-	
Licenses, Permits & Fees	500	
Elevator Permits	1,500	
<b>TOTAL TAXES &amp; LICENSES</b>		<u>2,000</u>
<b>UTILITIES</b>		
Electricity	68,000	
Water & Sewer	26,500	
Telephone	6,000	
<b>TOTAL UTILITIES</b>		<u>100,500</u>
<b>PAYROLL</b>		
Front Desk	110,000	
Maintenance Staff	62,000	
<b>TOTAL PAYROLL</b>		<u>172,000</u>
<b>OPERATING RESERVES</b>		<u>-</u>
<b>TOTAL OPERATING EXPENSES</b>		<u>-</u>
<b>TOTAL REPLACEMENT RESERVES</b>		<u>-</u>
<b>TOTAL EXPENSES</b>		<u><u>510,050</u></u>
<b>INCOME ASSESSMENTS</b>		
Residential Assessments	496,652	
<b>TOTAL ASSESSMENTS</b>		<u>496,652</u>
<b>OTHER INCOME</b>		
Interest Income	100	
Late Fees	400	
Miscellaneous Income	100	
Parking Fees	12,800	
<b>TOTAL OTHER INCOME</b>		<u>13,400</u>
<b>TOTAL INCOME</b>		<u><u>510,052</u></u>





The Sonata Condominium  
 2007 RE Tax Projections

Gross Building Area	118,020	sqft	Total Sales	36,000,000.00
Parking Area	28,709	sqft	Common Area Pct	15.13%
Apartment Gross	89,311	sqft	Assessed Value:	5,448,500.25
Sellable Gross	71,449	sqft	Class 1 Property Tax Rate	0.92
Common Area	17,862	sqft		50,126.20

Common Area Pct 15.13%  
 Class 1 Property Tax Rate 0.92 per \$100 of assessed value