

EXHIBIT G

**BYLAWS
OF
HATHAWAY ASSOCIATION, INC.
A Virginia Non-Stock Corporation**

SECTION 1. GENERAL PROVISIONS

1.1 NAME AND LOCATION. These are the Bylaws of the Hathaway Association, Inc., a Virginia non-stock corporation ("Association"). The Association has been formed for the purpose of administering a condominium called Hathaway Tower, a Condominium, located at 2956 Hathaway Road, Richmond, Virginia, pursuant to the requirements of the Condominium Act. Pursuant to the provisions of Section 55.1-1915 of the Condominium Act, every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

The principal office of the Association shall be at 2956 Hathaway Road, Richmond, Virginia, or at such other place as may be designated from time to time by the Board of Directors.

1.2 FISCAL YEAR. The fiscal year of the Association shall be the calendar year, beginning on January 1st and ending on December 31st.

1.3 SEAL. The Seal of the corporation shall bear the name of the corporation and the year of incorporation and impression of which is as follows:

The Corporate Seal of the Association shall be circular, and shall have inscribed thereon, within and around the circumference, the name of association and year incorporated and in the center shall be the words, "Corporate SEAL."

1.4 DEFINITIONS. Capitalized terms used in these Bylaws shall have the meaning set forth in the Condominium Instruments and the Virginia Condominium Act.

1.5 INTERPRETATION. In the case of any conflict, (1) provisions of state law, (2) the Declaration, (3) the Articles of Incorporation, and (4) these Bylaws shall prevail in that order.

1.6 PARLIAMENTARY RULES. The Board of Directors may adopt reasonable rules of procedure (such as the current edition of Robert's Rules of Order) which shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Condominium Instruments or the Condominium Act.

SECTION 2. MEETINGS OF MEMBERS

2.1 ANNUAL MEETING. The annual Members' meeting shall be held on the first Monday in November in each year at 7 pm, at 2956 Hathaway Road, Richmond, Virginia or other location

(including without limitation virtually) as the President or majority of the Board of Directors shall determine; however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. Notice shall be provided to Members at least thirty (30) days prior to the date of the meeting.

2.2 SPECIAL MEETINGS. Special meetings of the Members may be called by the President, the Board of Directors or a majority of the Members of the Association at any time. The purpose of the meeting shall be announced in the notice of the meeting and notice shall be provided to Members at least fifteen (15) days prior to the meeting.

2.3 NOTICE OF A MEETING OF THE MEMBERSHIP. Notice of a Member meeting shall be in writing and include the time, place (including virtual), and purpose of the meeting called. Notice will be sent to each Member's mailing address as it appears in the books and records of the Association or to the Member's email address as provided in writing by the Member along with a written request to receive notice and communications from the Association by email. If notice provided by email is returned to the Association as undeliverable, a second notice will be mailed via the U.S. Postal Service to the Member; however, the second notice is not bound by the timeline for sending notice to Members prior to the meeting. Notice of a meeting may be waived before or after such meeting, and any Member who attends a meeting (other than solely for the purpose of contesting notice) shall be deemed to have waived any objection to notice of the meeting.

2.4 QUORUM. A simple majority (72) of Unit Owners constitutes a quorum. For purpose of calculating a quorum at a meeting for votes on items for which absentee ballots were sent, Members present, Members voting by absentee ballot, and Members voting by proxy are counted. For purposes of calculating a quorum at a meeting for votes on items for which no absentee ballots were sent to Members, Members present and Members voting by proxy are counted. The act approved by a majority of the vote cast at a meeting at which a quorum is present shall constitute the acts of the entire Membership, except when approval by a greater number of Members is required by the Condominium Instruments or applicable Virginia law.

2.5 ELIGIBILITY TO VOTE. Each Unit has one vote at a meeting. If a Unit is owned by one person, the Member's right to vote shall be established by the record title to the Unit. If the Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If a certificate designating the person entitled to cast the vote of a Unit is not on file, and the unit is owned by more than one person and only one person is present at the meeting, that person shall be entitled to cast the votes appertaining to that Unit. A Member must be current and in good standing with the Association to be eligible to vote, hold elective Association office, or serve on a committee.

2.6. VOTING METHODS. Votes may be cast in person (inclusive of remote participation as hereinafter provided), by Absentee ballot by U.S. or electronic mail, or by proxy, by any eligible voter as designated in Section 2.5 above. Whether the vote is in person, by proxy, by electronic mail, or by absentee ballot will be designated by the Board or Virginia Law for the issue being voted on.

(a) In Person. Eligible Member attends a meeting in person (or attends a meeting virtually by means of remote participation). During such meeting, voting can be conducted using paper ballots or electronically using email or other verifiable electronic means approved by the Board.

(b) Absentee voting. Absentee ballots, if used, will be created and approved by the Board prior to the designated meeting. Absentee ballots may only be used in those instances approved by the Board. Each absentee ballot must indicate the date by which it must be returned to be considered valid. Absentee ballots will be sent out with written notice of the meeting (if a meeting is held) by mail or email per the Member's designation as addressed in Section 2.3 above. Each absentee ballot must be (i) returned by the date designated in the ballot as the due date to either the Assistant Secretary or Manager at the Association office or via email from the email address registered with the Association to the official Association email, and (ii) be signed and dated by an eligible voting member. For absentee ballots submitted by email, the signature can be electronic, i.e. /s/ Eligible Voting Member Name. Absentee ballots are not valid for voting on issues not included on the absentee ballot, to include any votes in these Bylaws that require in-person voting or that require written consents which can be obtained outside of a meeting. To verify absentee ballots submitted by email the Assistant Secretary or Manager will compare the email address from which the ballot was sent to the one registered with the Association.

(c) Proxy voting. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by or on behalf of the Unit Owner pursuant to the requirements of Section 55.1-1953(D) of the Condominium Act (including without limitation the requirement that the proxy be dated and signed by or on behalf of the Unit Owner) and must either be submitted to the Assistant Secretary on or before the designated date in the notice of the meeting or emailed to the official Association email address by the date designated in the notice of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the Persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the recess or adjournment of the meeting held on or after the date of the proxy. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed. Any eligible voting Member may provide a proxy for a meeting. This proxy will only be valid for the particular meeting designated and for any continuation of such meeting. Voting Members designating a proxy must identify the person serving as their proxy for the meeting in the proxy, the designated proxy must attend the meeting in person for the proxy to be

valid, and the eligible voting Member must sign and date their designation; if submitting a proxy by email, the signature and date must be typed and the email must be sent from the email address registered with the Association by the voting Member. For proxy forms submitted by email, the signature can be electronic, i.e. /s/ Eligible Voting Member Name. Proxies are valid for voting on any issue at the meeting, unless the proxy grantor restricts the proxy in writing.

SECTION 3. BOARD OF DIRECTORS

3.1 COMPOSITION. The Association's Board of Directors shall be composed of a Board of nine Directors. References in these Bylaws to the "entire Board" means the total number of directors serving on the Board of Directors at the time in question.

3.2 ELECTION AND NOMINATION OF DIRECTORS. Elections of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual meeting of the members, a special membership meeting called for such purpose, or by absentee ballot.

(b) A Nominating Committee of five (5) members, and an alternate who attends meetings but does not participate unless needed to serve as a member, which shall include a chairperson, shall be appointed by the Board of Directors not less sixty (60) days prior to the annual meeting of members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

(c) Members desiring nomination shall submit a written petition to the Chairperson of the Nominating Committee, along with a resume or biographical sketch, not less than forty-five (45) days prior to the meeting date of the election (or designated date for the mailing of absentee ballots). If the Nominating Committee so determines, any member submitting a written petition shall be interviewed by the Nominating Committee in order to be considered for election. Moreover, to be considered for election, a member must be in good standing with the Association. "Good standing" shall mean current in any and all assessments, fees, reimbursements and/or charges due to the Association.

(d) Not less than thirty (30) days prior to the meeting date of the election (or designated date for the mailing of absentee ballots), the Nominating Committee shall make every effort to communicate, in writing, to those who have submitted their written requests and have (if required by the Nominating Committee) been interviewed in accordance with this Paragraph of the Bylaws, whether or not they have been nominated by the Nominating Committee. Those nominated by the Nominating Committee shall have their names designated as such on the election ballot.

(e) Any member who submitted a written request to be nominated and was interviewed as required by the Nominating Committee and is in good standing, but was not nominated by the Nominating Committee shall also have their names included on the ballot unless they request in writing to withdraw their name for consideration as a candidate.

(f) Not less than twenty-one (21) days prior to the annual meeting of the members, the Nominating Committee shall cause a ballot of the candidates for election to be mailed to the Members via U.S. mail or sent to Members via e-mail provided the Member has indicated his/her preference in writing to receive communication from the Association via electronic mail in accordance with these Bylaws. The names on the ballot shall be in alphabetical order by last name.

(g) The election of directors shall be by written ballot either in person or absentee. The candidates with the highest number of votes shall be elected. There shall be no cumulative voting. If there are no additional candidates on the ballot other than those nominated by the Nominating Committee, then, upon motion and approval of a majority of members present, in person or by proxy, the membership shall approve the slate of candidates provided by the Nominating Committee on the ballot, who shall be declared elected directors.

(h) In the event of a tie vote between two or more candidates for a director position, all members present in person or by proxy at the annual meeting shall then vote again by secret ballot for one of these candidates in a run-off election at the same annual meeting. The run-off candidate receiving the majority of votes of the members present in this instance will be elected.

3.3 TERM. Directors shall be elected for a term of three (3) years. The term of each elected director's service shall extend until the annual meeting of the Members at the end of the last year of the prescribed term, and thereafter service shall extend until a successor is duly elected and qualified or until they are removed in a manner provided in these Bylaws. Each term will be prescribed by the Board of Directors.

3.4 REMOVAL. Any director may be removed at a special meeting of the Members called for that purpose by a majority of votes of the entire Membership either in person or by proxy at a meeting in which a quorum is present.

3.5. RESIGNATION. A director may resign at any time by giving written notice to the Board of Directors and the resignations shall take effect upon receipt of said notice, unless stated otherwise.

3.6 VACANCIES. A vacancy in the Board of Directors created by a vote of the Membership at a special meeting to remove a director shall be filled by vote of the Membership at the same meeting. Vacancies in the Board of Directors occurring for any other reason between annual meetings shall be filled by a majority vote of the remaining directors, and the elected director shall serve until the next annual meeting of the Members.

3.7 COMPENSATION. Directors shall not be compensated but may be reimbursed for expenses incurred in carrying out their duties as a Board member, as approved by the Board.

SECTION 4. MEETINGS OF THE BOARD OF DIRECTORS

4.1 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place (including but not limited to virtually) as shall be determined by a majority of the directors. Notice of regular meetings shall be given to each director, personally, by mail, or e-mail, at least three days prior to the day named for such meeting.

4.2 SPECIAL MEETINGS. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a majority of the directors. No less than three days' notice of the meeting shall be given personally, by mail, or e-mail, to the directors and the notice shall state the time, place, and purpose. In the event of an emergency, advance notice of a special meeting of the Board shall be as reasonable as possible under the circumstances.

4.3 WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. A director's attendance at a meeting shall be deemed a waiver of any objection to notice unless such director attends the meeting solely for the purpose of objecting to such notice.

4.4 QUORUM OF DIRECTORS. A quorum of directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Condominium Instruments or applicable Virginia law. Each director has one vote which is personal to that director and may not be delegated by proxy.

4.5 ADJOURNED MEETINGS. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.6 ACTION WITHOUT A MEETING. Action required or permitted by the Condominium Instruments or applicable Virginia law to be taken by the Board of Directors may be taken without a meeting if each director authorizes such action in writing, which may include via electronic mail. Such unanimous consents shall be attached to the minutes of the next meeting of the Board of Directors.

SECTION 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1. POWERS. The Board of Directors shall have all the powers and rights necessary to administer the Association's affairs and to perform the Association's responsibilities and to exercise its rights as set forth in these Bylaws, the Condominium Instruments and the Virginia Condominium Act. The Board's powers and authority include, but are not limited to:

(a) managing, controlling, and restricting the use of the Common Elements and Limited Common Elements and the conduct of the Members and their guests by adopting and publishing Rules and Regulations and establishing consequences to enforce any lack of compliance;

(b) suspending a Member's voting rights and the right to use Common Elements if a Member is in default of any assessment payment due and owing to the Association or for lack of compliance with the Condominium Instruments and/or the Association's published Rules and Regulations;

(c) exercising all duties not reserved to the Membership and authorized by these Bylaws, the Condominium Instruments, and the Virginia Condominium Act;

(d) employing a person to perform management services or employing or contracting with a management company to perform management services. The Board may set terms and conditions appropriate for the purpose of performing such duties. The Board may not delegate policy-making duties to an employed manager or contracted management service but otherwise may delegate operational and management responsibilities;

(e) determining the compensation of all employees of the Association. The Board of Directors is not precluded from employing a director as an employee or manager of the Association;

(f) borrowing money on behalf of the Association when required in connection with the operation, care, repair, replacement, improvement, upkeep and/or maintenance of the Common Elements, Limited Common Elements, inclusive of windows as provided in paragraph 2.3 of the Declaration, and/or any other improvements which the Association is responsible for maintaining or has undertaken to maintain. In connection with any such borrowing the Board of Directors may pledge, assign, grant and/or convey any assets and/or accounts of the Unit Owners Association as security and/or collateral for such borrowing if a majority of the Board of Directors determines that such pledging, assignment, granting or conveyance is in the best interests of the Condominium and the Association. Pursuant to Section 55.1-1958 of the Virginia Condominium Act, if any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph (f) is not repaid by the Association and such nonpayment results in a judgment for money against the Association, a Unit Owner who pays to the creditor a percentage of the total amount due under such judgment equal to such Unit Owner's liability for Common Expenses shall be entitled to obtain from the creditor a release of

any judgment or other lien which such creditor shall have filed or shall have the right to file against any such Unit Owner's Condominium Unit; and

(g) levying assessments (General Assessments and Special Assessments) as set forth and authorized in the Condominium Instruments and the Virginia Condominium Act.

5.2 DUTIES. It shall be the Board of Directors responsibility to:

(a) adopt a policy with procedures to make the Association's books, records, and documents available during reasonable business hours for inspection by any Member in good standing and with a proper purpose related to his membership in the Association at the principal office of the Association, or to make copies available for purchase at a reasonable cost, upon compliance with procedures adopted by the Board which comply with the requirements of the Virginia Condominium Act and the regulations promulgated by the Common Interest Community Board of the Virginia Department of Professional and Occupational Regulation ;

(b) supervise the Association's officers, employees, and volunteers to ensure proper and ethical performance of the assigned duties;

(c) in accordance with the Condominium Instruments, impose the assessments for the purposes stated in the Declaration;

(d) issue, or cause an appropriate officer or designee to issue, upon demand by a Member, a disclosure packet pursuant to state law;

(e) maintain adequate liability and hazard insurance on all property owned or required to be insured by the Association in accordance with the Condominium Instruments;

(f) cause the Common Elements and Limited Use Common Elements to be maintained, repaired, replaced, and restored.

SECTION 6. OFFICERS AND THEIR DUTIES.

6.1 OFFICERS. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, a Secretary, all of whom must be directors, and, if necessary, an Assistant Secretary.

6.2 TERM OF OFFICE. Officers shall be elected annually by the Board of Directors after the annual meeting at which the Board is elected. Officers assume their duties at the close of the meeting at which they are elected. Officers are elected by a majority of the Board of Directors.

6.3 REMOVAL. Officers may be peremptorily removed at any meeting by vote of two-thirds of all of the Directors.

6.4 RESIGNATION. Officers may resign from their position upon written notice to the Board, and such resignation shall take effect upon receipt, except as otherwise indicated.

6.5 REPLACEMENT. The Board may replace, in its discretion, by election or appointment, any officer who is removed, resigns, or dies in office. The replacement will fill the unexpired term.

6.6 MULTIPLE/ADDITIONAL OFFICER POSITIONS. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.7 DUTIES. Officers shall perform the duties provided in this section and such other duties as are prescribed for this office in these Bylaws.

6.8 PRESIDENT. The President shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he/she in his/her discretion may determine appropriate, subject to ratification by the Board, to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall exercise general supervision over all association affairs and shall be the Chief Executive Officer. The President shall be an ex-officio member of all committees, except the Nominating Committee.

6.9 VICE-PRESIDENT. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and exercise such other powers and perform other duties as shall be prescribed by the directors.

If the Vice-President is unable or unavailable to assume the President's duties, the duties shall be handled by the Secretary, and if not available, by the Treasurer. It is understood that under the Bylaws of the Association, the President may not serve as Secretary. Therefore, in the event of the Secretary assuming the role of the President, the Treasurer will assume the duties of both Secretary and Treasurer

6.10 SECRETARY. The Secretary shall:

- (a) attend all meetings of the Association;
- (b) record all votes and minutes of all proceedings;
- (c) give or cause to be given notice of all meetings of Members and of special meetings of the Board and any other notices required by law or these Bylaws;
- (d) keep in safe custody the seal of the incorporation and affix it to any instrument when authorized by the Board;

(e) keep the records of the Association, except those of the Treasurer; and

(f) perform all other duties incident to the office of the secretary of an association and as may be required by the directors, the President, or state law.

6.11 ASSISTANT SECRETARY. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent and assist the Secretary in the performance of his or her duties.

6.12 TREASURER. The Treasurer shall:

(a) have custody of all property of the Association, including funds, securities, and evidence of indebtedness;

(b) keep books of account for the Association in accordance with generally accepted accounting principles, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable intervals;

(c) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board;

(d) disburse the funds of the Association as may be ordered or authorized by the Board and preserve proper vouchers for such disbursements;

(e) render to the President and Board at the regular meetings of the Board, or whenever they require it, an account of all the transactions of the Treasurer and of the financial condition of the Association;

(f) render a full financial report at the annual meeting of the Members, if so requested;

(g) be furnished by all Association officers and agents at his/her request, with such reports and statements as she/he may require as to all financial transactions of the Association; and

(h) perform such other duties as are given to him or her by these Bylaws or as from time to time are assigned to him or her by the Board or the President.

SECTION 7. COMMITTEES

7.1 STANDING (PERMANENT) COMMITTEES. There shall be four (4) standing committees appointed by the President, namely: Executive, House, Budget and Finance, Bylaws and Judiciary. The Chairman of each Committee shall be a member of the Board of Directors appointed by the President. All other members must be Members of the Association but need not be members of the Board of Directors.

7.2 ASSIGNED COMMITTEES. The Board may appoint committees of an on-going nature to address specific operations of the Association, such as, but not limited to, Grounds, Common Areas, Social, or Welcoming. Committees of this nature shall be designated Assigned Committees. Such committees serve at the pleasure of the Board.

7.3 AD-HOC COMMITTEES. The Board may appoint Ad-hoc committees to address activities or concerns of a temporary or project-type nature, such as, but not limited to, Technology, Electric Vehicle Charging Stations, Pet Area, or Picnic Area. Ad-hoc committees will disband at the completion of their stated objective or task.

SECTION 8. BUDGET AND RESERVES.

8.1 ASSOCIATION ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be considered common expenses:

(a) Current/operating expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for the current expenses for the succeeding year or, upon a vote of the Members, may be rolled over into the reserve account(s) of the Association.

(b) Reserve for deferred maintenance, repair, restoration, and replacement, which shall include funds for maintenance items that occur less frequently than annually or due to damage, depreciation, or obsolescence. At the end of the year a minimum balance of \$200,000 must be maintained.

(c) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Two signatures of directors are required on all checks and withdrawals.

(d) Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors in accordance with applicable law. The premiums on such bonds shall be paid by the Association as a Common Expense.

8.2 PREPARATION AND APPROVAL OF BUDGET. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds necessary to pay for current/operating expenses, as well as amounts necessary to provide reasonable reserves for deferred maintenance, repair, restoration, and renovation of the Common Elements and Limited

Common Elements, according to generally accepted accounting principles and the Virginia Condominium Act. Copies of the budget and with notice of the proposed annual assessment amounts and the installment interval for the payment of such assessments (which shall be monthly unless otherwise determined by the Board) shall be transmitted to each Member on or before December 1 preceding the year for which the budget is made, or as soon thereafter as reasonably possible and no later than December 15. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member.

8.3 ANNUAL AUDIT. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be available to each Member not later than June 30 of the year following the year for which the audit is made.

8.4 RESERVE STUDY. At least once every five (5) years the Board shall conduct an independent study to determine the necessity and amount of reserves required to repair, maintain, replace and restore the capital components of the Common Elements and Limited Use Common Elements and pay deductibles provided in any insurance policies required to be maintained by the Association (the "Reserve Study"). The Board shall review the results of the study at least annually to determine if reserves are sufficient and make any adjustments the Board deems necessary to maintain the reserves, as appropriate.

To the extent that the Reserve Study indicates a need to budget for reserves, the Association's budget shall include, (i) the current estimated replacement, estimated remaining life and estimated useful life of the capital components of the Common Elements and Limited Common Elements; (ii) as of the beginning of the fiscal year for which the budget is prepared, the current amount of accumulated cash reserves set aside to repair, replace, or restore the capital components and pay insurance deductibles, and the amount of the expected contribution to the reserve fund for the fiscal year; and (iii) a general statement describing the procedures used for the estimation and accumulation of cash reserves pursuant to this Section and the extent to which the Association is funding its reserve obligations consistent with the Reserve Study.

8.5 EFFECT OF FAILURE TO PREPARE A BUDGET. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his or her allocable share of the Common Expenses as herein provided whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Member shall continue to pay the monthly installment amount established for the previous fiscal period increased by two percent (2%) until the new annual or adjusted budget shall have been delivered.

SECTION 9. ASSESSMENTS

9.1 GENERAL ASSESSMENT FOR PAYMENT OF FISCAL YEAR COMMON EXPENSES AS NOTED IN THE BUDGET. No later than December 15 prior to the beginning of the fiscal year to which the budget applies Members of the Association will be provided notice of the budget, the annual assessment amount and interval for payment of installments of such annual assessment amount (which installment shall be monthly unless otherwise determined by the Board) payable by each Unit Owner for the upcoming fiscal year. Unit Owners shall have the right to prepay all or a portion of any annual assessment if they so choose provided such prepayment is received on or before the due date of the applicable installment payment otherwise becoming due.

9.2 SPECIAL ASSESSMENT. Expenses not originally included in the annual budget which may become necessary during the year may be specially assessed by the Board as provided in the Declaration and the Condominium Act. If a special assessment is payable in installments as determined by the Board, Unit Owners shall have the right to prepay all or a portion of such special assessment if they so choose provided such prepayment is received on or before the due date of the applicable installment payment otherwise becoming due.

9.3 ACCELERATION OF INSTALLMENT ASSESSMENT UPON DEFAULT. If a Unit Owner is in default in the payment of any installment of any assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after hand delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

9.4 DEFAULT UPON LUMP SUM ASSESSMENT. If a Unit Owner is in default in the payment of a lump sum assessment, the Board of Directors will provide notice to the Unit Owner and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after hand delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

9.5 LIEN FOR ASSESSMENTS.

(a) The total annual General Assessment of each Unit Owner for Common Expenses or any Special Assessment made pursuant to the Condominium Instruments, together with any interest or late charge applicable to such assessment and together with any costs of collection (including without limitation attorney's fees and court costs), is hereby declared to be a lien against the Condominium Unit of such Unit Owner as provided in Section 55.1-1966 of the Condominium Act, which lien shall, with respect to annual General Assessments, be effective on the first day of each fiscal year of the Condominium and, as to Special Assessments, on the first

day of the next month which begins more than ten days after delivery to the Unit Owner of notice of such Special Assessment. The Board of Directors or the Managing Agent may file or record such other or further notice or memorandum of any such lien, or such other or further document, as may be required by the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the Association, the Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver under the laws of the Commonwealth of Virginia.

(c) A suit to recover a money judgment for unpaid assessments may be maintained without foreclosure or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

9.6 SUPPLEMENTAL ENFORCEMENT OF THE LIEN. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these Bylaws or the Condominium Act, any Unit Owner may be required by the Board of Directors to execute a bond conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a deed of trust upon his Condominium Unit recorded among the appropriate land records, granting unto a trustee or trustees appropriate powers to the end that, upon default in the performance of such bond such deed of trust may be foreclosed by such trustee or trustees acting at the direction of the Board of Directors. In the event any such bond has been executed or such deed of trust is recorded, then any subsequent purchaser of a Unit shall take title subject to the lien and other obligations therein provided for.

9.7 SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to the Condominium Instruments upon any Unit (and any penalties, interest on assessments, late charges and the like) shall be subordinate to, and shall in no way affect the rights of a Mortgagee who is an institutional lender secured by a first deed of trust recorded in the Clerk's Office before perfection of the Association's lien for assessments; provided however, that such subordination shall apply only to assessments which have become due and payable before a conveyance of such Unit pursuant to a foreclosure or deed in lieu of foreclosure. Such conveyance shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

SECTION 10 INSURANCE CLAIMS

10.1 LIABILITY FOR DAMAGES. Claims presented under the Association's master insurance policy with respect to responsibility for payment of the deductible portion of any claims shall apply as follows:

(a) The deductible associated with damages caused by circumstances originating for property which the Association maintains and repairs pursuant to the Declaration of Condominium will be paid from Association funds.

(b) The deductible associated with damages caused by circumstances originating from property which an individual Unit Owner maintains and repairs pursuant to the Declaration of Condominium will be paid by the Unit Owner.

(c) The deductible associated with damages to other Units, Common Elements or Limited Use Common Elements caused by the negligence, misuse, or neglect, whether or not intentional, of the Unit Owner, his/her friends, family tenants, or other invitees shall be paid by the Unit Owner.

10.2 CLAIMS. The Association will make a claim against the master policy of insurance when the damages sustained appear to be damages covered by the Association's policies of insurance and the amount of the damages are in excess of the deductible.

(a) Individual Unit Owners will be responsible to pay for costs and damages not covered by the Association's policies of insurance. Individual Unit Owners are encouraged to consult with their insurance carriers to verify their individual coverage is adequate to insure against damages to their Units and belongings, as well as damages to Units and belongings of other Units and the Common Elements for which they are responsible.

(b) Unit Owners responsible for payment of all or a portion of the deductible in accordance with the terms of this section shall be specially assessed for any deductible amount deducted by the insurance carrier from the payment made under the master insurance policy of the Condominium for an insured loss.

SECTION 11. COMPLAINT PROCEDURES

11.1 ASSOCIATION COMPLAINT PROCEDURES. In accordance with the Condominium Act and any other state requirements, the Board shall develop and maintain complaint procedures for Members to follow to file legal complaints meeting the criteria of the Virginia Common Interest Community Board Ombudsman Regulations.

SECTION 12. AMENDMENT

12.1 AMENDMENT. These Bylaws may not be modified or amended except as provided in Sections 55.1-1934 and 55.1-1937 of the Condominium Act and except as provided in the Declaration.

12.2 CONFLICT. In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control. If any conflict exists between these Bylaws and the Articles of Incorporation, the Articles control. The law shall always prevail.

12.3 EFFECTIVE DATE. Amendments to these Bylaws are effective upon approval and recordation in the Clerk's Office, unless a later effective date is specified therein.

12.4. TERMINATION. Upon dissolution of the Association upon termination of the Declaration, obligations of the Association are deemed automatically assumed by the Unit Owners, in addition to any obligations the Unit Owners may have to the Association pursuant to the Declaration.

SECTION 13. MISCELLANEOUS.

13.1. NOTICES. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally pursuant to Section 55.1-1949 of the Condominium Act, or by electronic means if consented to by the Unit Owner to whom the notice is given in accordance with Sections 55.1-1949 and 55.1-1935 of the Condominium Act, or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Condominium or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Unit Owner or to such other address as the Mortgagee may specify by written notice to the Unit Owners Association.

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

13.3. GENDER. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

13.4. CONSTRUCTION. These Bylaws are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied.

SECTION 14. COMPLIANCE AND DEFAULT

14.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in Section 55.1-1915 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, to the following:

(a) Additional Liability. Each Unit Owner shall be liable for the expense 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 employees, agents, licensees, tenants and guests. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or the Common Elements.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the Association, if it prevails, shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees and court costs as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board of Directors or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Association, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act 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 other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit (other than for Common Expenses) which continues for a period in excess of ten days, then the amount unpaid shall incur a late charge of \$30.00 (or such higher amount as adopted by resolution of the Board of Directors) and shall bear interest at the rate of 18% per annum and the Unit Owner is responsible for costs and attorneys' fees incurred in collection of the assessment irrespective of whether suit is filed.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein or

the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the portion of the Condominium 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 condition that may exist therein contrary to the intent and meaning of the provisions hereof or of the Declaration (however, judicial proceedings shall be instituted before any items of construction are altered or demolished), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent or by any aggrieved Unit Owner (who shall also have a right of action with respect to decisions of the Association made pursuant to authority granted it by such documents) and shall not constitute an election of remedies.

[SIGNATURES ON FOLLOWING PAGES]

HATHAWAY ASSOCIATION, INC.

By Mary Kay Walefeld
President

ATTEST:

Deborah L. Bowser
Secretary

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Mary Kay Walefeld, the **President** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. Natalie L. Liddick
Notary Public

Registration #: 7131911
My Commission Expires: 2/28/25

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Deborah L. Bowser, the **Secretary** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. Natalie L. Liddick
Notary Public

Registration #: 7131911
My Commission Expires: 2/28/25

CERTIFICATION

The undersigned officers of Hathaway Association, Inc. hereby certify that the foregoing Amended and Restated Bylaws of Hathaway Association, Inc. was duly approved by the requisite percentage of Unit Owners as required by the Condominium Instruments and the Virginia Condominium Act. The Board of Directors has caused these Amended and Restated Bylaws to be executed by the officers of Hathaway Association, Inc. and to be recorded in the Clerk's Office as an exhibit to the duly adopted Amended and Restated Declaration of Hathaway Tower A Condominium which was also duly approved by the requisite percentage of Unit Owners as required by the Condominium Instruments and the Virginia Condominium Act.

HATHAWAY ASSOCIATION, INC.

By Mary Kay Wade Field
President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Mary Kay Wade Field the **President** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. Natalie K. Hadden
Notary Public

Registration #: 7131911
My Commission Expires: 2/28/25

HATHAWAY ASSOCIATION, INC.

By



Vice President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Rebecca Clarke, the **Vice President** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

Registration #:

7131911

My Commission Expires:

2/28/25

HATHAWAY ASSOCIATION, INC.

By Cora-Semmes Bayce
TreasurerCOMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Cora-Semmes Bayce, the **Treasurer** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Statalo Riddick
Notary PublicRegistration #: 7131911
My Commission Expires: 2/28/5

HATHAWAY ASSOCIATION, INC.

By Deborah L. Bowser
Secretary

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Deborah L. Bowser, the **Secretary** of Hathaway Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Statalin K. Riddick
Notary PublicRegistration #: 7131911
My Commission Expires: 2/28/25

INSTRUMENT 210019971
RECORDED IN THE CLERK'S OFFICE OF
RICHMOND CITY CIRCUIT COURT ON
JULY 13, 2021 AT 08:30 AM
EDWARD F. JEWETT, CLERK
RECORDED BY: TMG

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JULY 15, 2021

The State Corporation Commission has found the accompanying articles of restatement submitted on behalf of

HATHAWAY ASSOCIATION, INC.

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

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of restatement in the Office of the Clerk of the Commission, effective July 15, 2021.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Angela Navarro", with a long horizontal flourish extending to the right.

Angela L. Navarro
Commissioner