

Prepared by and return to:
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 Sands Anderson PC
 263 McLaws Circle, Suite 205
 Williamsburg, VA 23185
 Tax Map #C0040544001
 Additional Tax Map #'s attached as Exhibit B-2

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
 OF
 HATHAWAY TOWER
 A CONDOMINIUM
 2956 HATHAWAY ROAD
 RICHMOND, VIRGINIA**

This Amended and Restated Declaration of Condominium of Hathaway Tower (this "Amended and Restated Declaration") is made this 12th day of July, 2021 by **HATHAWAY ASSOCIATION, INC.**, a Virginia nonstock corporation having an address of 2956 Hathaway Road, Richmond, VA 23225. [Note to Clerk: for recording purposes, please index Hathaway Association, Inc. as both "grantor" and "grantee".]

RECITALS

A. By Declaration of Condominium of Hathaway Tower dated February 1, 1972, and recorded in the Clerk's Office of the Circuit Court for the City of Richmond, Virginia ("Clerk's Office") in Deed Book 424 at page 455, Hathaway Tower Corporation, a Virginia corporation, submitted certain real estate more particularly set forth and described therein to the provisions of the Horizontal Property Act, Sections 55-79.1 through 55-79.38 of the Code of Virginia. The Horizontal Property Act was repealed and superseded by the Virginia Condominium Act, Sections 55.1-1900 et seq. of the Code of Virginia, as amended (the "Virginia Condominium Act"). Such Declaration of Condominium, together with the exhibits recorded therewith and the amendments of record in the Clerk's Office described in Exhibit A hereto, are herein collectively referred to as the "Original Declaration."

B. Section 13 of the Original Declaration provides that the Original Declaration can be amended in the manner set forth therein with the approval of "three-fourths of all of the apartment owners," and that "Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting."

C. Three-fourths or more of the apartment owners have approved the amending and restating of the Original Declaration (as amended) in its entirety such that the provisions, covenants, easements, liens, and restrictions of this Amended and Restated Declaration will replace, amend and supersede those of the Original Declaration as of the date this Amended and Restated Declaration is recorded in the Clerk's Office.

ADV - 8:30 am

DECLARATION

NOW THEREFORE, the Original Declaration is hereby amended and restated in its entirety such that all provisions, covenants, easements, liens, and restrictions of the Original Declaration are replaced in their entirety with the following provisions, covenants, easements, liens, and restrictions of this Amended and Restated Declaration which shall supersede and replace in all respects the Original Declaration. The land previously subjected to the Original Declaration under the Virginia Horizontal Property Act, now repealed and superseded by the Virginia Condominium Act, is set forth and described in Exhibit B-1 attached hereto ("Land"). The Land is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1.1. "Articles of Incorporation" means the Amended and Restated Articles of Incorporation of the Unit Owners Association attached hereto as Exhibit F, as the same may from time to time be amended.

Section 1.2. "Board of Directors" or "Board" shall mean the Board of Directors of the Unit Owners Association.

Section 1.3. "Bylaws" shall mean the Amended and Restated Bylaws of the Unit Owners Association attached hereto as Exhibit G, as the same may be amended from time to time.

Section 1.4. "Condominium" means the Land and any incidents thereto or interests therein submitted to the Condominium Act pursuant to the Declaration.

Section 1.5. "Condominium Instruments" shall have the meaning set forth in §55.1-1900 of the Code of Virginia, together with the Articles of Incorporation, as the same may be amended from time to time.

Section 1.6. "Condominium Unit" shall have the meaning set forth herein and in §55.1-1900 of the Code of Virginia.

Section 1.7. "Common Elements" shall have the meaning set forth herein and in §55.1-1900 of the Code of Virginia.

Section 1.8. "Common Expenses" shall have the meaning set forth herein and in §55.1-1900 of the Code of Virginia. Unless otherwise provided herein, Common Expenses include, without limitation, Limited Common Expenses.

Section 1.9. "Declaration" shall mean this Amended and Restated Declaration, as the same may be amended from time to time.

Section 1.10. "Land" shall mean the land previously subjected to the Original Declaration under the Virginia Horizontal Property Act, now repealed and superseded by the Virginia Condominium Act, is set forth and described in Exhibit B-1 attached hereto.

Section 1.11. "Limited Common Elements" shall have the meaning set forth herein and in §55.1-1900 of the Code of Virginia.

Section 1.12. "Limited Common Expense" means all Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Element.

Section 1.13. "Mortgagee" shall mean the holder of a note secured by a first lien deed of trust of record in the Clerk's Office encumbering a Unit.

Section 1.14. "Percentage Interest" shall mean the respective percentage ownership interest appurtenant to each Unit and representing that Unit's interest in Common Elements. Each Unit has a Percentage Interest assigned to it depending on the size and type of Unit. As of the date of this instrument, the Percentage Interest appurtenant to each Unit is set forth in Exhibit C hereto.

Section 1.15. "Person" shall have the meaning set forth in §55.1-1900 of the Code of Virginia.

Section 1.16. "Plats and Plans" shall mean those plats and plans of the Condominium attached to the Original Declaration as Exhibit B thereto and reattached to this Declaration as Exhibits D and E (1-9).

Section 1.17. "Rules and Regulations" shall mean the rules and regulations from time to time adopted by the Board of Directors pursuant to the Condominium Instruments and the Virginia Condominium Act.

Section 1.18. "Unit" shall have the meaning set forth herein and in §55.1-1900 of the Code of Virginia. The boundaries of each Unit are more particularly described in Section 2 of Article II hereof and in the Plats and Plans of the Condominium.

Section 1.19. "Unit Owner" shall mean the record fee simple owner of a Condominium Unit, but excluding those holding title merely as security for the performance of an obligation.

Section 1.20. "Unit Owners Association" or "Association" shall mean Hathaway Association, Inc., a Virginia nonstock corporation.

Section 1.21. "Virginia Condominium Act" or "Condominium Act" means the Virginia Condominium Act, Sections 55.1-1900 et seq. of the Code of Virginia, in effect as of the date hereof and as amended from time to time.

ARTICLE II THE CONDOMINIUM

Section 2.1. The Declarant of the Condominium, Hathaway Tower Corporation, submitted the Land in the City of Richmond, Virginia, as more particularly described in Exhibit A-1 to the Original Declaration and Exhibit B-1 of this Declaration, to the provisions of the Virginia Horizontal Property Act (now superseded by the Virginia Condominium Act) and thereby created a condominium regime thereon. The name of the Condominium is "Hathaway Tower, a Condominium." The Land is shown and depicted on the survey of the Land attached as Exhibit A to the Original Declaration and attached hereto as Exhibit D. The boundaries of the Units are described herein and more particularly shown on the Plats and Plans.

Section 2.2. The boundaries of each Unit are as follows:

(a) The lower (horizontal) boundary of each of the Units is the horizontal plane(s) of the lowest surface of the floor slab.

(b) The upper (horizontal) boundary of each of the Units is the horizontal plane(s) of the lowest surfaces of the ceiling slab.

(c) The vertical (perimetric) boundaries shall be the vertical planes of the perimeter walls [as measured from inside face of stud wall to inside face of stud wall] of a Unit extended to intersections with other vertical boundaries and with the horizontal boundaries. It is understood that Code of Virginia §55.1-1912(2) shall apply and that all doors in such walls, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surface thereof, shall be a part of the Unit, while all other portions of such walls shall be a part of the Common Elements. Eyebrows shall be considered part of the floor slab and part of the Unit upon the slab.

(d) Except as may be otherwise expressly provided, the Unit shall include the items specified as being part of a Unit in Code of Virginia §55.1-1912(2)-(4). Heating, air-conditioning and air-handling equipment serving a single Unit (wherever located) shall be deemed to be a part of the Unit which it serves. As an example of the foregoing, condensing units and the pads therefor (and the lines running thereto) which serve a single Unit are part of that Unit even though located on a balcony or patio outside of the building in which the Unit is located. If any equipment, chute, flue, duct, conduit, wires, pipes, chases or other apparatus (collectively "Equipment") lies within a Unit or the Common Elements but serves a single Unit (the "dominant Unit") other than the Unit or the Common Elements in which it is located (the "servient Unit or Common Elements"), it shall be deemed to be part of the dominant Unit. The Unit Owner of the dominant Unit shall have the right of access through the servient Unit or Common Elements at reasonable times and upon reasonable advance notice to the Unit Owner of the servient Unit or to the Unit Owners Association as to servient Common Elements to inspect the Equipment and to maintain, repair and replace same when

necessary; provided however, that the Unit Owner of the dominant Unit shall repair or replace any damage to the servient Unit or Common Elements caused by his exercise of rights hereunder.

(e) To the extent not inconsistent with the Condominium Act, the existing physical boundaries of a Unit or Common Elements (including the physical boundaries of a Unit or Common Elements reconstructed in substantial accordance with the original plat and plans thereof) shall prevail over any boundaries expressed in the Condominium Instruments or deed to a Unit, regardless of settling or lateral movement of a building or minor variance between boundaries shown in the Condominium Instruments or deed. The extent of any such revised boundary(ies) created by the overlap of Units and Common Elements resulting from such encroachments shall not exceed one (1) foot.

Section 2.3. Except as may be otherwise expressly provided, the items specified in Code of Virginia §55.1-1912(5) including without limitation patios, balconies, and windows (including frames, sashes, jambs, and hardware) shall be Limited Common Elements appertaining to the Unit or Units which they serve.

Section 2.4. Each Unit is allocated an undivided interest in the Common Elements in accordance with that Unit's respective Percentage Interest (which Percentage Interest is set forth in Exhibit C hereto).

ARTICLE III COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. The Common Elements ("Common Elements") consist of all portions of the Condominium (including the Limited Common Elements) other than Units. Common Elements include the Land, basement, ground floor, elevators, stairways, corridors, trash chute, meter rooms, swimming pool and terrace, social room, recreational space, and other facilities/parts not included within the Units. Certain Common Elements have been assigned as Limited Common Elements. No Common Elements other than those defined as Limited Common Elements in Section 3.2 may subsequently be assigned as Limited Common Elements. Each Unit Owner shall have a perpetual and unrestricted right of ingress to and egress from his, her or its Unit through the Common Elements from and to the nearest public right-of-way, which right shall be appurtenant to ownership of his, her or its Unit.

Section 3.2. Limited Common Elements. The portion of the Land and improvements, if any, designated on the Plats and Plans as "Limited Common Element" and other items designated by Section 55.1-1912(5) of the Condominium Act and not otherwise included in the description of a Unit shall be Limited Common Elements and shall appertain exclusively to the designated Unit or Units to which such Limited Common Element adjoins. Limited Common Elements shall be reserved for the exclusive use of the owner of the Unit or Units located within the area designated as "Limited Common Element." Limited Common Elements include assigned parking spaces, storage units, patios, balconies, and windows but not sliding doors or other door types that access a balcony or patio.

Section 3.3. Specific regulation authority by the Association.

(a) Vehicle parking. The basement and ground floor assigned parking spaces of the building shall be used for vehicle parking. These parking areas will be marked from time to time by the Association so that there will be not less than 143 underground and covered parking spaces. The right to use one parking space shall be an appurtenance to each Unit. One vehicular parking space will be designated by the Association for the use of the occupants of each Unit and the assigned parking space shall be used exclusively by the occupants of the Unit designated or by their guests or licensees. No change in the designation of the parking spaces shall be made which discriminates against another Unit Owner without the latter's consent. The Association's Board of Directors shall have the authority to adopt and enforce reasonable regulations for the control of vehicle parking and the use of parking spaces; provided, however, that such use shall be limited to residents of the Condominium and their permitted guests. The Association's Board of Directors shall have authority to impose reasonable charges for the use of parking spaces except for one parking space per Unit designated for the use by the occupants of the Unit. Unit Owners not using their assigned parking space shall have the authority to rent the parking space assigned to their Unit at a negotiated fee between the parties involved; however, this rental arrangement must be documented in the manner prescribed by the Association. The Association's Board of Directors shall have the power and authority to install, or cause the installment of, electric vehicle charging stations in the perimeter (Common Element) parking spaces on such terms and conditions as agreed upon by the Board of Directors. The use of any such vehicle charging stations shall be subject to such rules and regulations established by the Board of Directors.

(b) Recreation areas. The first-floor swimming pool and terrace, social rooms, and recreation center comprise the recreation areas. The Association's Board of Directors shall have the authority to adopt and enforce reasonable regulations for such use, including the authority to make limited reservations of portions of these areas for the exclusive use of individual Unit Owners and their guest(s) and to make reasonable charges for such exclusive use.

(c) Office Area. The area of the ground floor designated for Association administration shall include, but not be limited to, the offices of the manager and staff, the security desk, the mailroom, the bathroom and the package storage area and shall be Common Elements. The Association shall have the authority to determine the use of such area and to make reasonable charges for such use when not utilized by the Association.

(d) Storage units. The Limited Common Elements upon each floor include storage units located near the center core area for floors 2-12. Storage units for the Units on the first floor are located near the center core area and for some Units are dispersed throughout the building. Each of these storage units is an appurtenance to one of the Units located in the building. A storage unit is for the exclusive use of the occupants of the Unit to which the storage unit is assigned by the Association.

(e) Use; charges.

(i) Use. Except as otherwise provided, the general Common Elements shall be available for use by all Unit Owners without discrimination. The Association may suspend or limit the right of a Unit Owner to use any part of the general Common Elements or the Limited Common Elements upon the failure of such Unit Owner or other Person to observe the Condominium Instruments and Rules and Regulations promulgated by the Association governing the use of such general Common Elements and Limited Common Elements. The Board may also close or restrict use of the general Common Elements or Limited Common Elements due to state or federal mandate, including health restrictions, for repairs, or for emergency situations.

(ii) Charges. Use of a Common Elements will be without charge except where specifically authorized by the Condominium Instruments and/or the Rules and Regulations. The Board of Directors shall have the authority to establish reasonable user fees or charges relating to the use of the Common Element recreation areas. All revenue from such charges shall be treated as proceeds from assessments for Common Expenses and applied to the payment of Common Expenses or added to common surplus.

Section 3.4. Assignments of Limited Common Elements. Except as otherwise provided for herein, Limited Common Elements may be reassigned or converted to Common Elements in accordance with the provisions of Section 55.1-1919 of the Condominium Act.

Section 3.5. Structural Integrity. Nothing shall be done by any Unit Owner to any Unit, or in, on or to the Common Elements or Limited Elements, which may impair the structural integrity of any improvement.

Section 3.6. No Partition. Any conveyance, encumbrance, judicial sale or other transfer whether voluntary or involuntary of a Unit's individual interest in the Common Elements will be void unless the Unit to which that interest appertains is also transferred.

ARTICLE IV EASEMENTS

In addition to the easements for encroachments, the following easements are granted or reserved as the case may be:

Section 4.1. Easement for Ingress and Egress Through Common Elements, Access to Units and Support. Each Unit Owner is 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 burdened with and subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. The Association, and its authorized agents, shall have the right of access to any Unit as provided in Section 55.1-1955 of the Condominium Act and the Bylaws. In case of emergency, such entry may be immediate and without prior notice, regardless of whether the Unit Owner is present. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 4.2. Easements for Operations. Easements to the Association shall exist upon, over and under all of the Condominium for ingress and egress from, and the installation, replacing,

repairing and maintaining of, all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and driveways and walkways, and for all other purposes necessary for the proper operation of the Condominium. By these easements, it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or private companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium, provided that such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit or license without conflicting with the terms hereof. In addition, if the Board determines that the grant of easement rights to others is in the best interest of the Association, then the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium by the Unit Owners.

Section 4.3. Easements Not for Public Use; Easements for Services. Nothing contained in this Declaration shall be deemed to grant any easements to the public or for the public's use. Nonexclusive easements are hereby granted to all police, firemen, ambulance operators, postal services, delivery persons, and trash removal personnel to enter the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

ARTICLE V ADMINISTRATION OF THE CONDOMINIUM BY THE UNIT OWNERS ASSOCIATION

Section 5.1. Unit Owners Association. A nonprofit, nonstock Virginia corporation, known as Hathaway Association, Inc., functions as the Unit Owners Association. The Association administers the operation and management of the Condominium and has the power and authority to perform all acts and duties incident to such administration in accordance with the terms of its Articles of Incorporation and the Bylaws, which are attached to this Declaration as Exhibits F and G respectively, as well as in accordance with the terms of the Condominium Act. All Unit Owners shall automatically become members of the Association and such membership shall automatically terminate upon divestiture of such ownership regardless of how such ownership is divested. No person, firm or corporation holding any lien, deed of trust or other encumbrance upon any Unit or upon the Condominium as a whole shall be entitled by virtue of such lien, deed of trust or other encumbrance to membership in the Association or to any of the rights or privileges of such membership. The Association, acting through its Board of Directors, shall have and is granted the authority to enforce the provisions of this Declaration, the Articles of Incorporation and Bylaws and to enforce the Rules and Regulations governing the use of the Units and all other property of the Condominium as the Board of Directors may determine from time to time.

Section 5.2. Assessments.

(a) For purposes of this Declaration, assessments fall into two categories with the following definitions:

(i) General Assessments, also commonly referred to as "monthly fees", are levied annually by the Board, and are payable by each Unit Owner to the Association in ongoing amounts and periodic installment intervals to cover estimated Common Expenses (inclusive of Limited Common Expenses except as otherwise provided herein) as set forth and shown on the Association's annual budget as more particularly addressed in the Bylaws.

(ii) A Special Assessment is an assessment for Common Expenses or Limited Common Expenses levied for the fiscal year in which general assessment funds are inadequate to cover such expenses. A Special Assessment may also be levied by the Board to restore or maintain the appropriate reserves that must or should be held and set aside for the payment of Common Expenses and/or for the costs of future capital repairs, replacements, and/or improvements of the Common Elements and Limited Common Elements for the current year or future years.

(b) The Board of Directors of the Association shall have, and is hereby granted, the authority and duty to levy and enforce the collection of General Assessments and Special Assessments for the Common Expenses and Limited Common Expenses. Assessments against any Unit, with interest, late fees, costs and reasonable attorney's fees, shall become a lien upon such Unit if not paid when due in accordance with the Condominium Act and the Bylaws. Each assessment against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment falls due. Such personal obligations shall not pass to successors in title unless a valid judgement or memorandum of lien has been filed of record in the Clerk's Office or unless assumed by them or required by the Condominium Act. Additional remedies for failure to pay assessments are set forth in the Bylaws. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and such share shall be determined by dividing the total amount of the Common Expenses by the numerical total of all Units in the Condominium which is 143. Liability for any Special Assessment pertaining to Limited Common Expenses will be either (i) levied among all Units in the Condominium, proportional to the relative square footage of the Units to which such Limited Common Element(s) appertain, or (ii) determined by dividing the total Limited Common Expenses for repair, maintenance or replacement of the applicable Limited Common Element(s) by the numerical total of Units. The manner in which Limited Common Expenses will be levied will be determined by the Board.

(c) Interest; application of payments. General Assessments, Special Assessments, and installments of such assessments not paid on or before 10 days after the date when due shall be charged a late charge equal to ten percent (10%) of the amount due. The Board of Directors, in its discretion, may decide to increase the percentage amount of the late charge by vote of the Board. General Assessments, Special Assessments and installments of such assessments which remain unpaid thirty (30) days after the date due shall bear interest in the amount of eighteen percent (18%) per annum until paid. All payments upon account shall be first applied to the late charge, then interest, and then to the assessment or special payment first due.

(d) Lien for assessments. Assessments imposed by the Association in accordance with the provisions of the Condominium Instruments and the Virginia Condominium Act shall constitute a lien on each of the Units superior to all other liens, other than liens for real estate taxes or liens for the first priority deed of trust or mortgage duly recorded in the Clerk's

Office prior to the date that any such assessment becomes due as more particularly set forth in the Bylaws. The lien for unpaid assessments shall also secure all late fees, interest, costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, regardless of whether suit is filed on behalf of the Association.

(e) Payment pending foreclosure. In any foreclosure of a lien for assessments the owner in possession of the Unit subject to the lien shall be required to pay to the Association reasonable rent for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The purpose of this requirement is to compensate the Association for the use of the Unit by the Unit Owner pending the transfer of title to the Association following the initiation of foreclosure proceedings. This requirement shall not be interpreted to violate or contravene any covenant or restriction applicable to the leasing of Units.

(f) Waiver/exemption. No Unit Owner may exempt himself from liability for assessments for his Unit by waiver of the use of or enjoyment of any of the Common Elements or the Limited Common Elements or by the abandonment of his Unit.

Section 5.3. Rosters.

(a) Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association. The roster shall include the mailing addresses, telephone numbers, email addresses and other pertinent information of Unit Owners. This information may be requested to be updated by Unit Owners from time to time.

(b) Mortgagees. The Association shall maintain a roster which shall contain the name and address of each holder of a mortgage which is secured by a Unit in the Condominium. The Unit Owner shall provide the Association with the name and address of the Mortgagee upon request.

ARTICLE VI MAINTENANCE, REPAIR, REPLACEMENT, AND IMPROVEMENT

Section 6.1. General and Limited Common Elements.

(a) The Association is responsible for the maintenance, repair, replacement, and improvement of the Common Elements and any other portion of the Condominium required to be maintained by the Association pursuant to the Condominium Instruments. All structural repair or replacement or repairs to Limited Common Elements shall be made by the Association as described in the Condominium Instruments.

(b) Any expense of maintenance, repair, replacement or improvement, relating to a Common Element and any expense of maintenance, repair, replacement, or improvement, relating to a Limited Common Element and all structural maintenance, repair, or replacement of a Common Element or Limited Common Element shall be treated and paid for as a part of the Common Expenses of the Association, unless such expense is otherwise voluntarily paid for and/or undertaken by any Person(s) or (i) the same was caused by the negligence or deliberate act of a

Unit Owner or other Person having actual or implied consent or permission of the Unit Owner to make use of the damaged Common Element or Limited Common Element, in which case, expenses of maintenance, repair or replacement relating to such use shall be borne by and assessed against the individual Unit Owner or (ii) the Board has determined otherwise as set forth in Section 5.2(b) above.

Section 6.2 Unit Owner Liability, Obligations and Restrictions

(a) Each Unit Owner is liable to the Association and to any affected Unit Owner for the expense of maintenance, repair or replacement made necessary by (i) a condition of any component of the Condominium for which the Unit Owner has an obligation to maintain, repair and/or replace, or (ii) the act, misuse, occupancy or abandonment of any Unit or its appurtenances by the Unit Owner, any member of Unit Owner's household, or the Unit Owner's guests, invitees, tenants, employees, agents, or licensees, or (iii) negligence on the part of the Unit Owner, his guests, invitees, tenants, employees, agents, or licensees. Such liability includes, by way of example and not limitation, the full amount of any deductible under the Association's insurance policy in the event that the maintenance, repair or replacement is an insured loss thereunder. Any costs, including without limitation, legal fees incurred as a result of failure to comply with the Condominium Act, the Condominium Instruments, or the Rules and Regulations of the Association by any Unit Owner or member of the Unit Owner's household, or the Unit Owner's guests, invitees, tenants, employees, agents or licensees, may be assessed by the Board against the Unit and the Unit Owner.

(b) Storage units. Unit Owners are responsible for the maintenance and care of their assigned storage unit, and they shall use it in a safe and sanitary manner.

(c) Maintenance, Repair and Replacement of/in a Unit:

(i) Except for the portions of the Unit Owner's Unit required to be maintained, repaired and replaced by the Association, each Unit Owner shall keep the Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner shall perform this 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 or the Managing Agent any defect or need for repairs for which the Association is responsible. Each Unit Owner shall ensure that the Unit is served by electrical power which shall remain turned on and in service at all times except for such temporary power outages as may occur due to power service interruption outside the control of such Unit Owner.

(ii) The Unit Owner of any Unit to which a Limited Common Element (such as a balcony or patio) is appurtenant shall perform the normal maintenance and cleaning for such Limited Common Element, including keeping it in a clean and sanitary condition.

(iii) Any air conditioning unit or floor covering replacements require prior written approval by the Board or Managing Agent. Floor covering specifications must meet or exceed both sound transmission and impact sound requirements determined by the Board. A specification sheet for all hard flooring stating the sound specifications for the flooring must be

presented and approved by the Board of Directors or Managing Agent in advance of the apartment owner purchasing and installing the flooring product. The specifications for minimum sound transmission and impact insulation class rating will be determined by the Board in accordance with the current standards and provided to the apartment owner by the Managing Agent. Any flooring installed not meeting the Board determined specifications may be required to be removed at the expense of the current owner whether installed by the current owner or a previous owner.

(iv) Any and all electrical or plumbing work shall be done by electrical or plumbing contractors who are duly licensed and insured to the satisfaction of the Board, in its sole discretion.

(d) Additions, Alterations or Improvements to Units. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or Limited Common Element without the prior written approval of the Board of Directors or Managing Agent; provided, however, the Board of Directors may from time to time appoint a committee to review requests and plans received from Unit Owners for approval of such additions, alterations or improvements subject to such procedural rules, limitations, and guidelines as may be adopted from time to time by the Board of Directors. A copy of such plans must be submitted to the Association and approved in writing by the Board of Directors, Managing Agent, or Committee (if such a committee has been appointed) in advance of such work. Any additions, alterations or improvements, if approved in writing by the Board, Managing Agent or Committee as applicable, must be performed by contractors who are duly licensed and insured to the satisfaction of the Board, in its sole discretion. No Unit Owner shall paint or alter the exterior of the Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of the building. No Unit Owner may make additions, alterations or improvements to Common Elements without written approval of the Board. The Board may impose a charge and/or pursue other remedies available to the Association for a Unit Owner's failure to comply with this provision.

ARTICLE VII INSURANCE

All insurance other than title insurance which carried upon the Condominium property shall be governed by the following provisions:

Section 7.1. Purchase; named insured.

(a) Purchase. All insurance policies upon the Condominium property except for those policies required hereby to be purchased and maintained by Unit Owners as hereinafter set forth shall be purchased by or on behalf of the Association from an insurance company authorized to do business in Virginia. Neither the Association, any officer or director nor a Managing Agent shall be liable for failure to obtain any coverage required by this Article to be obtained by or on behalf of the Association if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are available only at demonstrably unreasonable costs.

(b) Approval. The Association Board shall approve the purchase of all insurance policies upon the Condominium property.

(c) Named insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements shall be deposited with the Insurance Trustee.

(d) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each Mortgagee, if requested by the mortgagee.

Section 7.2. Coverage. Except as set forth in subparagraph (b) below as to insurance required to be purchased and maintained by Unit Owners, the Association shall obtain and maintain the following insurance:

(a) Casualty. All buildings and improvements upon the Land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as determined annually through the Association's annual audit. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Land, including, but not limited to, vandalism and malicious mischief.

(b) For purposes of this section, air conditioning and heating equipment, service equipment, and electrical and plumbing fixtures that service more than one Unit would be covered under the Association's policy. Unit Owners shall be responsible for insuring personal property, Unit betterments, and other items within their Units, such as but not limited to, air conditioning/heat equipment, dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes. Unit Owners shall obtain, at a minimum, personal liability insurance coverage, at their own expense.

(c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(d) Worker's compensation policy to meet the requirements of law.

(e) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as required statutorily.

Section 7.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over the annual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements or Limited Common Elements shall be assessed against that Unit Owner. Not less than 10 days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to a Mortgagee, if requested.

Section 7.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering the property losses shall be paid to such bank licensed to do business in Virginia with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is, as herein elsewhere provided, referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premium, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees according to their respective shares therein, which such shares need not be set forth on the records of the Insurance Trustee. For the purposes of this Section 7.4, shares in insurance proceeds pertaining to Unit Owners and Mortgagees shall be based on the following except as may be provided otherwise herein:

(a) Unit Owners. A Unit Owner's share shall be an undivided share for each Unit Owner of such Unit, such share being the same as the undivided share in the Common Elements appurtenant to the applicable Unit.

(b) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and the mortgagee pursuant to the provisions of this Declaration.

Section 7.5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as

elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners based on the Percentage Interest appertaining to each Unit with remittances to Unit Owners and their mortgagees being payable to such Unit Owner and the Mortgagee for Mortgage, if any, encumbering such Unit jointly.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Unit Owners and their respective shares of the distribution.

Section 7.6. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE VIII RECONSTRUCTION OR REPAIR AFTER CASUALTY: EMINENT DOMAIN

Section 8.1 Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Lesser damage. If Units to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major damage. If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(i) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(ii) Immediately after the determination of the amount of insurance proceeds the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of the insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of the insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. If 80% or more of Unit Owners vote or agree in writing that the Condominium is not to be repaired and reconstructed, and if the insurance policy covering such damage does not require otherwise, and all Mortgagees agree, then any insurance

proceeds received on account of such damage along with the net assets of the Condominium, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to the Percentage Interests appertaining to their respective Units, after first paying out the share of each Unit Owner, to the extent sufficient therefor, the amount of unpaid liens on that Unit Owner's Unit, in the priority of such liens, and the vote/agreement of the requisite percentage of Unit Owners not to repair and reconstruct the Condominium shall constitute an agreement to terminate the Condominium without need for further vote/agreement (unless otherwise provided by the Virginia Condominium Act). Such agreement may be expressed by vote or by written consent and ratification, in accordance with the Bylaws and the Virginia Condominium Act. The expense of such determination shall be assessed against all Unit Owners in proportion to their shares in the Common Elements.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

Section 8.2. Plans and Specifications. Any reconstruction or repair must be substantially according to plans and specifications approved by the Board of Directors of the Association and current building codes and ordinances.

Section 8.3. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

Section 8.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

Section 8.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such in the following manner:

(a) Association. If the estimated cost of reconstruction and repair is more than \$100,000.00, the sums paid upon assessments to defray such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association – lesser damage. If the amount of the estimated costs of reconstruction and repair is less than \$100,000.00, the construction fund shall be held by the Association and disbursed in payment of such costs upon the order of the Association.

(ii) Association – major damage. If the amount of the estimated costs of reconstruction and repair is more than \$100,000.00, the construction fund shall be held by the Insurance Trustee and disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Virginia, and employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any of all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a mortgagee is required by this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

Section 8.6. Eminent Domain. The taking of a portion of a Unit or the Common Elements by eminent domain shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee. Even through the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit Owner in the amount of the award, or the amount of such award shall be set off against sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for

insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) Unit reduced but tenantable. If the taking reduces the size of a Unit and the remaining portion of a Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(i) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner.

(ii) The balance of the award, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagees.

(iii) If there is a balance of the award distributed to the Unit Owner or mortgagees, the share in the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the square footage taken from the Unit bears to the original square footage of the Unit immediately prior to the taking, and then recomputing the shares of all Unit Owners in the Common Elements as percentages of the total of their shares as reduced by the taking.

(iv) If the taking reduces the square footage, the assessment against the Unit Owner for Limited Common Expenses shall be reduced to reflect the new proportion based on the new square footage, if applicable.

(b) Units made untenable. If the taking destroys or so reduces the size of a Unit that cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(i) The market value of such Unit immediately prior to the taking shall be paid to the Unit Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagees.

(ii) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(iii) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of such continuing Unit Owners in the Common Elements as percentages of the total of the shares of such Unit Owners as they exist prior to the adjustment.

(iv) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium effected by the taking. Such assessments shall be made in proportion to the shares of such Unit Owners in the Common Elements after the changes effected by the taking.

(c) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed as ½ paid by the Unit Owner and ½ assessed against all Unit Owners based on their ownership interest in the Common Elements other than the ownership interest of the affected Unit Owner as they existed prior to the changes effected by the taking.

(d) Amendment of Declaration. The changes in Units, in the Common Elements, in the ownership of the Common Elements and in the shares of liability for Common Expenses which are effected by eminent domain shall be evidenced by an amendment of Declaration of Condominium which need to be approved by only a majority of all directors of the Association.

ARTICLE IX USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions so long as the condominium exists and the building exists in useful condition upon the Land:

Section 9.1. Units. Each of the Units shall be occupied by the Owner or his family as a residence and for no other purpose. No more than two (2) persons per bedroom shall occupy any Unit. The number of bedrooms shall be as determined by the Real Estate Assessor's Office or other applicable municipal office of the City of Richmond, Virginia. For purposes of this Section 9.1, "occupy" shall mean using a Unit as one's residence for thirty (30) or more consecutive days. Under certain hardship situations, the Board of Directors, in its discretion on a case by case basis, may give written permission for the occupancy of a Unit to exceed the maximum allowed by this Section 9.1, even if in conflict with the maximum occupancy established in this provision. No Unit shall be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending the Declaration to show changes in the Unit to be affected.

Section 9.2. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and

facilities for the enjoyment of the Unit Owners and their guests and as described in the Condominium Instruments and the Rules and Regulations.

Section 9.3. Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of unreasonable annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium property.

Section 9.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, repair, renovation, restoration, or replacement of the condominium property shall be the same as the responsibility for the maintenance, repair, renovation, restoration, and replacement of the property concerned.

Section 9.5. Leasing.

(a) All Units shall be Owner Occupied. Leasing of a Unit shall be prohibited for any period, short term or long term; except that under certain hardship situations the Board of Directors, in its discretion on a case by case basis, may (but is not obligated to) give written permission to a Unit Owner to lease the Unit on a temporary basis. No permanent leasing ability can be approved by the Board under any circumstances.

(b) If the Board permits leasing of a Unit pursuant to subsection (a) above, the following requirements of this subsection (b) shall apply: (1) No Unit Owner shall lease a Unit other than on a written form of lease (i) requiring the lessee to comply with the Declaration, Articles of Incorporation, Bylaws and such Association Rules and Regulations as are promulgated by the Board of Directors, which shall include the requirement for all lessees of a Unit to verify in writing to the Board of Directors that they have read, and agree to comply with, the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as amended; (ii) providing that failure to comply with the above constitutes a default under the lease; and (iii) providing that the Board of Directors shall have the power to terminate the lease or bring summary proceedings to evict the lessee in the name of the Unit Owner upon any such default which is not cured by either the lessee or the Unit Owner within thirty (30) days after delivery of written notice of the default to each of them; (2) The Board of Directors may require that Unit Owners use a standard form lease; and (3) Each Unit Owner shall, promptly following the execution of an approved lease of a Unit, forward a copy thereof to the Board of Directors certified by the Unit Owner as being true, correct and complete. Failure to do so within 15 days following the execution of the lease constitutes failure to comply with this section and grants the Board of Directors the power to terminate the lease and evict the tenant.

(c) Unit Owners who had lessees as of April 1, 2017, who obtained permission of the Board of Directors to do so, are permitted to continue to lease their Units to the specified lessee(s) who occupied it as of April 1, 2017. However, that leasing authority ends, and leasing of the Unit becomes immediately prohibited under this provision (Section 9.5), if, 1) a lease with the original lessee(s) in residence as of April 1, 2017, is terminated, 2) if the unit Owner as of November 21, 2016, the effective date of this amendment, sells the Unit, or 3) the Unit Owner occupies the Unit as his/her residence at any time after November 21, 2016.

(d) For the purposes of this section, an Owner Occupied Unit shall be the following: 1) a Unit which is occupied by at least one of the record owners of the Unit; 2) a Unit owned by a trust or estate if at least one of the named grantors or beneficiaries of that trust or estate occupy the Unit or until completion of probate; 3) a Unit owned by a corporation, LLC, or partnership if at least one of the officers, directors or partners of such entity occupies the Unit; 4) a Unit which is occupied by family members of the Unit Owner even if not occupied by the Unit Owner him/herself/themselves.

Section 9.6. Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time as set forth in the Rules and Regulations adopted by the Board. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

Section 9.7. Sales Events in Condominium Property. No estate sale or auction, rummage sale or auction, garage sale or auction, yard sale or auction, moving sale or auction or any other sale, auction or event of any similar kind or nature, or any viewing of property in relation to the same, shall be permitted on or in any portion of the Condominium property, including inside Units, without the express prior written approval of the Board of Directors, such approval is at the Board's discretion and is not mandatory. This section is not intended to prohibit residents from conducting private sales transactions of a limited nature and for a limited number of personal items, as determined by the Board of Directors, in its discretion.

ARTICLE X COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Instruments and the Rules and Regulations adopted pursuant to such documents, and all of such documents and Regulations as they may be amended from time to time. Failure of a Unit Owner to comply with such shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

Section 10.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

Section 10.2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Condominium

Instruments or the Rules and Regulations adopted pursuant to them, as such documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover court costs and other costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 10.3. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Condominium Instruments or the Rules and Regulations shall not constitute a waiver to the right to do so thereafter.

Section 10.4. Violations Charges, Suspension of Privileges and Other Remedies. In addition to the enforcement authority and remedies provided in this Declaration, the Board of Directors has the authority to adopt reasonable rules and regulations as may be permitted by, and so as to comply with, applicable statute, including, but not limited to, rules (a) permitting the Association to levy and assess any violation or other charges established by the Virginia Condominium Act or any other applicable statute and (b) permitting the Association to suspend a Unit Owner's right to use facilities or services, including but not limited to utility services, provided directly through the Association, as established by the Virginia Condominium Act or any other applicable statute. Without limiting the foregoing, the Association shall have all other rights and remedies available to it under applicable laws and equity.

ARTICLE XI AMENDMENTS

Section 11.1 Amendment. Except as otherwise provided herein this Declaration may be amended only in accordance with §§ 55.1-1926, 55.1-1934, 55.1-1937 and 55.1-1938 of the Virginia Condominium Act; provided however, that amendments of this Declaration, the Bylaws or the Articles of Incorporation, other than those terminating the Condominium and other than those requiring a higher percentage vote of Unit Owners and other than those permitted under §55.1-1937(F) of the Condominium Act, shall require the agreement of Unit Owners of Units to which 67% of the votes in the Unit Owners Association appertain.

ARTICLE XII TERMINATION

Termination of the Condominium shall be in accordance with §55.1-1937 of the Virginia Condominium Act; provided however, that termination shall not occur without the consent of all Mortgagees. To the extent consistent with the requirements of the Virginia Condominium Act, the Condominium may be terminated in the following manner:

Section 12.1 Destruction. If it is determined in the manner provided in Section 8.1(b) hereof that the Condominium building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without further agreement.

Section 12.2. Agreement. The Condominium may be terminated at any time by approval in writing by all record Unit Owners and by all record owners of Mortgages on Units. If the

proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if approval by Unit Owners of not less than 80% of the Common Elements, and by all Mortgagees, are obtained in writing not later than 30 days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, then approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by the delivery or mailing by certified mail to each of the record Owners of the Units to be purchased the following instruments:

(i) A certificate executed by the president and secretary of the Association certifying that the option to purchase Units owned by Unit Owners not approving termination has been exercised as to all of such Units. Such certificate shall state the names of Unit Owners exercising the option, the Units owned by them and the Units being purchased by each of them.

(ii) An agreement to purchase upon the terms herein stated the Unit of the Unit Owner receiving the notice, which agreement shall be signed by the purchasing Unit Owner.

(b) Price. The sale price of each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of such agreement, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

(e) Termination. The closing of the purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the certificate hereafter required.

Section 12.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Clerk's Office.

Section 12.4. Shares of Unit Owners after Termination. After termination of the Condominium the Unit Owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the respective Percentage Interests in the Common Elements appurtenant to the Units prior to the termination.

Section 12.5. Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgagees of the Units.

ARTICLE XIII SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, clause, phrase or word, or other provision of this Declaration, the Condominium Instruments, or Rules and Regulations of the Association shall not affect the validity of the remaining portions.

ARTICLE XIV MISCELLANEOUS

Section 14.1. Interpretation. In the case of any conflict; (1) provisions of state law, (2) this Declaration, (3) the Articles of Incorporation, and (4) the Bylaws shall prevail in that order.

Section 14.2. Construction. This Declaration is intended to comply with all the applicable provisions of the Condominium Act and shall be so interpreted and applied. References herein to various sections of the Virginia Condominium Act or other sections of the Code of Virginia shall be deemed to refer to such sections as they exist as of the applicable date in question. If any such sections are subsequently repealed, replaced, amended, recodified, or supplemented in any respect, the referenced section herein when used in interpreting or applying this Declaration at any point in time shall mean, as applicable, the referenced section as such section has been replaced, recodified, amended, or supplemented as of such point in time.

IN WITNESS WHEREOF, the Association has executed this Declaration the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

HATHAWAY ASSOCIATION, INC.

By Mary Kay Wade
President

ATTEST:

Deborah K 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 Wade, 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.

Stefanie Liddell
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 K 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.

Stefanie Liddell
Notary Public

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

CERTIFICATE OF THE OFFICERS OF THE HATHAWAY ASSOCIATION, INC.

The Officers of the Hathaway Association, Inc. hereby certify that the Amended and Restated Declaration of Condominium of Hathaway Tower A Condominium was agreed to, consented to, and approved by at least three-fourths (3/4) of the Unit Owners subject to the Original Declaration pursuant to Article 13, Section 13.2 of the Original Declaration, as evidenced by their signed ratifications of said Amended and Restated Declaration of Condominium. Hathaway Tower Condominium is located in the City of Richmond, Virginia and the Original Declaration of Hathaway Tower A Condominium is recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia, in Deed Book 424, Page 455, as amended.

HATHAWAY ASSOCIATION, INC.

By

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 Wakefield, 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.

Notary Public

Registration #: 7131911

My Commission Expires: 2/28/25

HATHAWAY ASSOCIATION, INC.

By *AW Clarke*
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.

Natalie Riddick
Notary PublicRegistration #: *7131911*
My Commission Expires: *2/28/25*

HATHAWAY ASSOCIATION, INC.

By Cora-Semmes Bryce
Treasurer

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Cora-Semmes Bryce, 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.

Statalie L. Robb
Notary PublicRegistration #: 7131911
My Commission Expires: 2/28/25

HATHAWAY ASSOCIATION, INC.

By Deborah K 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 K. 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.

Matalia L. Liddell
Notary PublicRegistration #: 7131911
My Commission Expires: 2/28/25