

(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 Board of Directors or the Managing Agent acting on behalf of the Association.

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

Section 3. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to and shall in no way affect the rights of a good faith Mortgagee; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure (a "Foreclosure Event"). Such sale or transfer shall not relieve the purchaser of the Unit at a Foreclosure Event from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE XI

CONDEMNATION

In the event of a taking in condemnation or by eminent domain, the provisions of Section 55-79.44 of The Condominium Act shall govern.

ARTICLE XII

MISCELLANEOUS

Section 1. Notices. All notices, demands, bill statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail, first-class, postage prepaid:

(a) 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 Owner's Unit; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners.

Section 2. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws.

Section 3. Resale by Purchaser. The Association shall furnish to the purchaser of a Unit, prior to the contract date, the statements required pursuant to Section 55.79.97 of The Condominium Act. The Board of Directors may charge the seller of the Unit up to the maximum amount allowed by law for producing the statements in compliance with Sections 55-79.84(h) and 55-79.85 of The Condominium Act. In addition, the Board of Directors may fix such other amounts as required in complying with Section 55-79.97(a) 2 through 7 of The Condominium Act.

Section 4. Interchangeable Terms. As used in these By-Laws, the terms "Mortgage" and "Deed of Trust" are interchangeable with each other, and the terms "Mortgagee" and "Deed of Trust Noteholder" are interchangeable with each other.

Section 5. Certain Contracts of Declarant. Any employment contract or lease of recreational facilities or parking areas entered into by the Declarant on behalf of the Association during the period within which Declarant is in control of the Association, shall provide that it may, at the option of the Association, be terminated without penalty upon not more than ninety (90) days notice to all parties to the contract or lease.

ARTICLE XIII

AMENDMENTS TO BY-LAWS

Section 1. Amendments. These By-Laws may not be modified or amended except as provided in Section 55-79.71 of The Condominium Act; provided, however, that until the expiration of the maximum time permitted by Section 55-79.74(a) of