

(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

The Condominium Act Section 2 of Article II, Section 9 of Article II, Section 1 of Article III and Section 1 of this Article XIII may not be amended without the written consent of the Declarant, so long as the Declarant shall be the Unit Owner of Units representing more than twenty-five percent (25%) of the aggregate Common Element Interests.

Section 2. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these By-Laws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these By-Laws impairing or materially affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted unless such amendment or modification is made in accordance with the Article IX, Section 11 of these By-Laws.

Section 3. Any provision of or amendment to these By-Laws which conflicts with the provisions of the Proffers shall be void and of no effect.

IN WITNESS WHEREOF, the Declarant has caused these By-Laws to be executed on behalf of the Association of The Crossing Condominium this 12th day of July, 1995.

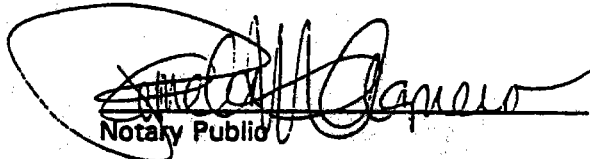
[Signature page follows]

PULTE HOME CORPORATION

By: J.F.
Name: Stanley F. Settle Jr.
Title: Attorney In Fact

STATE OF Virginia
COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 17th day of July, 1995, by Stanley F. Settle as attorney-in-fact for Pulte Home Corporation.


Notary Public

My Commission expires:

6/30/97

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