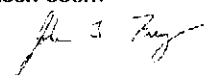


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Grantor: ENCORE OF MCLEAN UOA Grantee: ENCORE OF MCLEAN UOA
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Recorded in FAIRFAX COUNTY CIRCUIT COURT

TESTE: JOHN T. FREY



AMENDMENT TO BYLAWS

FOR

ENCORE OF McLEAN, A CONDOMINIUM UNIT OWNERS ASSOCIATION

THIS AMENDMENT TO BYLAWS is made as of September 26, 2001, by
ENCORE OF McLEAN, A CONDOMINIUM UNIT OWNERS ASSOCIATION
("Association").

RECITALS:

WHEREAS, the Declaration for Encore of McLean, A Condominium, with exhibits,
dated February 24, 1986, was recorded among the land records of Fairfax County, Virginia, in
Deed Book 6323 at Page 568;

WHEREAS, a document titled "Bylaws of Encore of McLean, A Condominium"
("Bylaws") was recorded with the Declaration as Exhibit B;

WHEREAS, Section 55-79.71 B of the Virginia Condominium Act ("Act") permits the
Association to amend the bylaws by agreement of unit owners of units to which two-thirds of the
votes in the unit owners association appertain;

WHEREAS, Section 10.1 of the Bylaws permits the Association to amend the Bylaws as
provided in Section 55-79.72 (now recodified as Section 55-79.71) of the Act; and

WHEREAS, the Association has complied with the provisions of Sections 55-79.71 B of
the Condominium Act and Section 10.1 of the Bylaws and wishes to amend the Bylaws to
change the allocation of responsibility for routine maintenance, repair and replacement of heating
and cooling systems serving individual units by revising the Maintenance Responsibilities Chart,
attached hereto as Exhibit 1.

NOW, THEREFORE, pursuant to and in compliance with Section 55-79.71 B of the
Virginia Condominium Act and Section 10.1 of the Bylaws, the Association hereby amends the
Bylaws to revise the Maintenance Responsibilities Chart as set forth in Exhibit 1 attached hereto.

EXCEPT as modified by this Amendment, all of the terms and provisions of the
condominium instruments are hereby expressly ratified and confirmed and shall remain in full
force and effect.

Exhibit 1
to the Amendment

**Encore of McLean, A Condominium
Maintenance Responsibilities Chart**

I	II	III	IV	V
Items	General Common Elements Under Association Responsibility	Limited Common Elements Under Association Responsibility	Unit Components Under Association Responsibility	Certain Other Components Under Unit Owner's Responsibility without Respect to Ownership of the Component
Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to common elements or units other than the one which is the primary source of the problem through negligence of the occupants of such unit.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which damages occur or may occur.	All portions within a unit including fixtures & appliances attached thereto. Water damage primary source of such problem is through the negligence of the occupants of that unit.
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one unit.	All, in all regards.	All, in all regards.	-----	All, in all regards, for items serving only one unit.
Heating & cooling systems & components thereof.	All, in all regards, serving more than one unit.	If any, same as in Column II.	-----	All, in all regards.
Parking spaces.	All surface parking spaces in all regards.	All underground parking spaces in all regards.	-----	-----
Storage cubicles (if any).	All, in all regards, except routine cleaning.	-----	-----	Routine cleaning.

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**Encore of McLean, A Condominium
Maintenance Responsibilities Chart**

I	II	III	IV	V
Items	General Common Elements Under Association Responsibility	Limited Common Elements Under Association Responsibility	Unit Components Under Association Responsibility	Certain Other Components Under Unit Owner's Responsibility without Respect to Ownership of the Component
Refuse collection system.	All.	-----	-----	-----
Grounds, including all paved areas and other improvements thereon lying outside the main walls of the building.	All.	-----	-----	Maintenance of plantings & improvements approved by the Association and installed by the unit owner on limited common element balconies and patios.
Building, exterior roof, exterior vertical walls, foundations.	All, in all regards.	-----	-----	-----
Windows.	All which do not serve a unit, in all regards.	Routine cleaning of exterior of windows.	-----	Routine cleaning of interior of windows, as well as repair & replacements. Replacements to be of same grade and style.
Doors, main entry to units.	-----	-----	Maintenance of all surfaces exposed to corridor including door panel, buck, trim & sill, but not repair or replacement of entire door due to damage.	Interior of door panel & interior trim. Hardware set including lock, door, chime assembly & hinges/closure. Repair or replacement of entire door due to damage.

**Encore of McLean, A Condominium
Maintenance Responsibilities Chart**

I	II	III	IV	V
Items	General Common Elements Under Association Responsibility	Limited Common Elements Under Association Responsibility	Unit Components Under Association Responsibility	Certain Other Components Under Unit Owner's Responsibility without Respect to Ownership of the Component
Balcony doors.	-----	In all regards except routine cleaning, latch mechanism & weather-stripping.	-----	Routine cleaning, latch mechanism & weather-stripping.
Balconies, patios & railings.	-----	In all regards, except routine cleaning.	-----	Routine cleaning.
Screens (balcony & patio doors & windows).	All which do not serve a unit, in all regards.	-----	-----	All which serve the unit in all respects. Replacements to be of same color, grade & style.

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Notes

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions not to delineate all respective responsibilities between unit owner, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility is allocated to the Unit Owners Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a unit owner (or such unit owner's family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the unit owner.

Column I: Items: Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility: Responsibility for determining and providing for the maintenance, repair and replacement requirements of the general common elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate such responsibilities.

Column III: Limited Common Elements Under Association Responsibility: Responsibility for determining the maintenance, repair and replacement requirements of the limited common elements shall be a shared responsibility between the Board of Directors and the unit owner of a unit to which a specific limited common element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility: The items in the column are legally and by definition a part of a unit but are attached or directly connected to or associated with the general common elements and common expense items in such a way that a clear distinction between unit owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single unit owner but which affect other unit owners are declared a common expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined common elements and common expenses.

Column V: Certain Other components Under Unit Owner's Responsibility Without Respect to Ownership of the Component: The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.