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MASTER DEED FOR HORIZONTAL PROPERTY REGIME

OF ALEXANDRIA KNOLLS WEST¹

THIS MASTER DEED, Made this 14th day of February, 1974, by and between ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, organized and existing under the laws of the State of Virginia. Sometimes herein called "Owner", party of the first part; Alexandria National Bank of Northern Virginia, successor by corporate amendment to ALEXANDRIA NATIONAL BANK, Alexandria, Virginia, Trustee, party of the second part; UNION BANK, Los Angeles, California, party of the third part; and BERNARD M. FAGELSON and ALBERT N. GRENADIER, Trustees, parties of the fourth part:

WITNESSETH:

WHEREAS, the party of the first part is the fee simple owner of certain real property situated in the City of Alexandria, Virginia, containing 3.6219 acres, more particularly described on Schedule "A" attached hereto and by this reference made a part hereof; and

WHEREAS, by Deed recorded in Deed Book 764 at page 107, among the land records of the City of Alexandria, Virginia, the above described property was conveyed to the parties of the second part in trust to secure the payment of an indebtedness to the parties of the third part; and

WHEREAS, the party of the third part joins herein to consent to the subjection of the real property securing its Deed of Trust to the horizontal property regime created by this Deed and to authorize the party of the second part to execute this Deed in its capacity as Trustee as aforesaid; and

WHEREAS, by Deed recorded in Deed Book 760, at page 523 among the aforesaid land records the above described property was conveyed to the parties of the fourth part to secure the payment of an indebtedness to certain parties named therein and under the terms

¹ Recorded Book 772, Pages 585-627. February 14, 1974. Master Deed and By-laws.

of this Deed of Trust the parties of the fourth part were authorized to execute this Deed without the joinder of the note holders secured thereby and accordingly the parties of the fourth part join herein to consent to the subjection of the real property securing this Deed of Trust to the horizontal property regime created by this Deed.

WHEREAS, the parties of the first part desire to submit the aforesaid property, together with the improvements to be constructed thereon to a horizontal property regime as provided in the "Horizontal Property Act" as set forth in Chapter 4.1, Title 55, Code of Virginia, 1950, as amended and in effect on the date of this Deed, and to sell and convey apartment units as herein defined and as hereinafter described to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and reserved.

NOW, THEREFORE, the parties hereto do hereby publish and declare that the certain property situate in the City of Alexandria, Virginia, and more particularly described in Schedule "A", hereto attached and made a part of, is hereby submitted to the regime established by the Horizontal Property Act to be henceforth known as ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES and is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and the division thereof into apartments and common elements, and shall be deemed to run with the land and shall be a burden and a benefit to the parties hereto, their successors and assigns and any person acquiring or owning an interest in the property, the common elements and the apartments, the grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I — DEFINITIONS. Certain terms as used in this Deed shall be defined as follows, unless the context clearly indicates a different meaning:

- a. The "Act" shall mean Chapter 4.1, Title 55, Code of Virginia, as amended, known as the "Horizontal Property Act", as amended, and in effect on the date of this Deed.
- b. "Apartment" shall mean any one of the dwelling units described in Schedule "B", attached hereto and shall consist of (i) all the area within a living unit bounded by the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, the unfinished floors and ceilings surrounding each unit and also shall include all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, the balcony, if any, the windows, entrance doors, balcony doors and balcony railings. The undecorated or unfinished surfaces are defined as the top surface of the undecorated concrete floor slab, the bottom surface of the concrete ceiling slab, and the vertical plane contiguous to the outermost surface of the plasterboard on the perimeter walls. The perimeter on the balcony wall shall be the vertical plane that intersects the outermost projections of the balcony; (ii) one parking stall or space for one automobile without the parking garage designated for use of the owner of the apartment; (iii) all

appliances and machinery exclusively appurtenant to the apartment; (iv) the storage area located on the first floor of the building which has the same number as the apartment unit; (v) spaces in parking garages as designated on the plat attached to be sold to the Co-Owners.

c. Board — Board of Directors of the Council of Co-Owners.

d. Common Elements — all of the project not a part of an apartment described in the preceding subparagraph, including certain storage areas on ground floor to be assigned to the units which shall be limited common elements.

e. Common Interests — the interest of all the Co-Owners in the common elements.

f. Co-Owner — person, firm corporation, partnership, association, trust or other legal entity, or any combination thereof who owns an apartment or apartments as above defined.

g. Council of Co-Owners — all of the Co-Owners as that term is defined in the immediately preceding subparagraph.

h. Developer — ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, or its successors in interest.

i. Master Deed — this deed establishing the horizontal property regime.

j. Mortgage — also includes Deeds of Trust.

k. Plat — the plat prepared by Walter L. Phillips, C.L.S. dated and recorded herewith, showing the property and all improvements thereon as divided into common elements and apartments.

l. Project — all improvements and structures located on the property.

m. Property — the land on which the project is located.

ARTICLE II — COMPLIANCE WITH MASTER DEED²

a. All co-owners, their household members and/or tenants in residences and their guests, invitees and licensees, and any other person who may in any manner use the Project or any part thereof, shall be bound by and comply strictly with the provisions of this Master Deed, the By-Laws, the rules and regulations, and all agreements, decisions and determinations of the Council, as lawfully made or

² Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the Council, or, in a proper case, by an aggrieved co-owner.

b. All co-owners and tenants, present or future, or any other person who may be in or use the facilities of the Project in any manner, are subject to and bound by the provisions of this Master Deed, and any By-Laws, the rules and regulations; and the mere acquisition or rental of any of the apartments of the Project or the mere act of occupancy of any of said apartments, parking spaces or the limited common elements appurtenant thereto, shall signify acceptance and ratification to be so subject and so bound.

ARTICLE III — EASEMENTS. In addition to any exclusive easements hereby established in the common elements, the apartments and common elements shall also have and be subject to the following easements:

a. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, maintenance and repair of such apartment; in the common elements for use according to their respective purposes, and in all other apartments and common elements of the building or structure for support.

b. If any portion of an apartment unit or common elements encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stand, shall and does exist. In the event the structure is partially or totally destroyed, and then rebuilt, encroachments or parts of the apartment units or common elements as aforesaid due to construction, shall be permitted, and a valid easement for said encroachments thereon and the maintenance thereof shall exist. An easement is reserved for any encroachments within the above described areas, due to variances in construction or settling of the building causing changes in the as-built structure of this condominium.

c.³ In accordance with the applicable provisions of the Virginia Condominium Act, there hereby is reserved a right of access through each apartment, including the parking space, for the benefit of the Council, Board of Directors, the Managing Agent, any person(s) authorized by the Board of Directors or Managing Agent, or Council and any group of the foregoing, for the purpose of enabling the exercise of their and the Council's powers and duties, including (without limitation) making inspections, correcting any conditions originating in an apartment that threatens another apartment or the common elements, upkeep of the common elements within an apartment or elsewhere in the Project, and correcting any condition which violates any provision of this Master Deed or the By-Laws, the rules and regulations, the Virginia Condominium Act or any mortgage. Requests for entry shall be made in

³ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

advance, and any such entry shall be made at a time that is reasonably convenient to the co-owners, provided, however, that in the case of an emergency such right of entry shall be immediate, whether the co-owners is present at the time of entry or not, and the party exercising the right of entry shall not be required to provide advance notice of such entry to the co-owner or to receive permission from the co-owner. For the purposes stated herein, the Council shall maintain a duplicate set of keys to each apartment and each co-owner shall be required to provide a duplicate set of keys for his or her apartment to the Council for the locks on the main entry door to the apartment. Co-owners shall provide a duplicate set of keys for each new or additional lock installed on the main entry door to the apartment within five (5) calendar days of the installation of the new or additional locks. Notwithstanding the foregoing, no cause of action of any kind, including but not limited to trespass, shall arise against the Board of Directors, the Managing Agent, the Council, any officer, director or employee of the Council, any officer, employee or agent of the Managing Agent, or any persons authorized by the Board of Directors, the Managing Agent or Council on account of their failure to inspect or otherwise ascertain any defects or conditions associated therewith which occur in the apartment, or which may arise out of their exercise of their right of entry into an apartment.

ARTICLE IV — ALTERATION AND TRANSFER OF INTERESTS. The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartment owners affected expressed in an amendment to this Master Deed duly recorded. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, lease or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

ARTICLE V — PARTITION. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

ARTICLE VI — USE. All apartments of the project shall be used only for residential purposes and other uses that are permitted by the Council.

ARTICLE VII — COUNCIL OF OWNERS.⁴ Administration of the Project shall be vested in its Council owners, hereinafter called the “Council”, consisting of all owners of apartments in the Project in accordance with the By-Laws attached hereto and made a part hereof as Exhibit “C”. The owner of any apartment upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his or her ownership of such apartment ceases for any reason, at which time his or her membership in the Council shall automatically cease.

⁴ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

ARTICLE VIII — MANAGING AGENT.⁵ The Board of Directors, on behalf of the Council, may employ a responsible person or entity as the Managing Agent to manage and control the Project subject at all times to direction by the Board, with the administrative functions set forth specifically in Article IV, Section 1 of the By-Laws, and such other powers and duties and at such compensation as the Board may establish. The Managing Agent must be licensed to provide management services in the Commonwealth of Virginia. Any agreement for professional management shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, and with cause upon thirty (30) days or less written notice. The maximum contract term shall be three (3) years.

ARTICLE IX — ADMINISTRATION OF THE PROJECT. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Master Deed and the By-Laws of the Council, and specifically but without limitation, the Council shall:

- a. Maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, garages and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the Project or any part thereof.
- b. Keep all common elements of the Project in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any government authority for the time being applicable to the Project or the use thereof.
- c. Well and substantially repair, maintain, amend and keep all common elements of the Project, including without limitation, the buildings, garages, yards and parking area thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any Street boundary of the Project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements of the Project herein required to be repaired by the Council, of which notice shall be given by any owner or his agent, within thirty (30) days after the giving of such notice.
- d. Before commencing or permitting construction of any improvement on the Project, obtain from the Contractor to perform such work and deposit with the Council a bond or certificate thereof naming as obligees the Council and collectively all other apartment owners as their interest may appear, in a penal sum equal to 100% of the estimated cost of such construction and with surety, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

⁵ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

e. Observe any setback lines affecting the Project as shown on the plat herein mentioned in the description thereof, and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback line along such boundary.

f. Not erect or place on the Project any building or structure including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the Project, nor place or maintain thereon any signs or bills visible outside of the Project, except in accordance with plans and specifications including detailed plot plan prepared by a licensed architect or registered engineer, if so required by the Council, first approved in writing by the Council, and also approved by a majority of the Council (or such larger percentage required by law or this Master Deed) including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

g. Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

h. Keep in full force and effect at all times an elevator contract covering the maintenance and replacement of parts for the elevator(s) and its related equipment or if such contract is allowed to expire, shall accrue to the maintenance reserve fund such additional amount as shall be sufficient to provide for deferred maintenance and future replacement of such elevator parts and related equipment.

ARTICLE X — COMMON EXPENSES⁶

a. Fiscal Year and Annual Budget. The fiscal year of the Condominium shall consist of a twelve (12) month period determined by the Board, or as the same may be changed thereafter by the Board. Each year on or before forty-five (45) days before the commencement of the next fiscal year, the Board shall adopt a budget for the Council containing an estimate of all the common expenses. The budget may include without limitation expenses such as: (i) the cost of maintenance or repair of the common elements and any apartments, if the Board deems such maintenance or repair of the apartment is reasonably necessary to protect the common elements or to preserve the appearance or value of the Project or is otherwise for the benefit of the general welfare of all co-owners; (ii) those amounts which the Board of Directors deems necessary to provide working funds for the Project and Council and a general operating reserve or reserves for contingencies and replacements; (iii) the provision of water, electric or other public utility; (iv) all premiums for hazard and liability insurance herein required for the Project; and (v) the expense for the discharge of such other obligations as may be imposed upon or assumed by the Council pursuant to this Master Deed, the By-Laws or Virginia law. The Board of Directors shall send a copy of the approved budget to each co-owner at least fifteen (15) days prior to

⁶ Amended 12/15/16 – First Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9619, pages 377-392.

the beginning of the fiscal year, by regular mail or Electronic Transmission or other equivalent acceptable technical means or methods. The budget shall constitute the Board of Directors' basis for determining the assessment amount each co-owner must pay to the Council.

b. Assessment of Common Expenses.

1. Annual Assessment. Except for those common expenses which may be specially or individually assessed against a particular apartment or apartments as provided for in subsections (2) and (3) below, the total amount of the funds required for the maintenance and operation of the Project and Council shall be assessed against each apartment in proportion to its respective proportionate share of the common interests for which each apartment owner is liable. Apartment assessment obligations shall begin as of the date the first apartment is sold to a third party purchaser. Assessments shall constitute an inchoate lien against the title of each apartment.

2. Special Assessments. The Board may also levy special assessments against each co-owner in proportion to an owners' proportionate share of the common interests appertaining to the co-owner's apartment, in the event of any unexpected repair, replacement or deficiency occurring from time to time, or other non-recurring contingency not otherwise provided for in an annual budget.

(a) Special assessments may be payable in a lump sum or in installments as the Board from time to time may determine.

(b) The Board of Directors shall give at least thirty (30) calendar days' notice of any special assessment to all affected co-owners by a statement in writing giving the amount and reason therefore. The notice shall state the amount of the special assessment, reason(s) for the special assessment, and the date payment is due.

(c) Any special assessment shall become due with the next monthly installment of the annual assessment following the thirty (30) calendar day notice period, unless a greater period of time is specified by the Board in the notice of the special assessment.

(d) All co-owners shall be obligated to pay the special assessment in the form of an adjusted monthly amount or a lump sum, as designated by the Board of Directors unless the co-owners, by a majority vote of the co-owners at a duly called meeting convened in accordance with the meeting requirements in the By-Laws within sixty (60) calendar days of the date of the notice of special assessment, vote to rescind or reduce the special assessment.

3. Individual Assessments and User Fees. Any expense affecting or benefiting an individual apartment or apartments (but not all of the apartments) or caused by the conduct of less than all of those entitled to occupy the same or by their licensees or invitees pursuant to Section 55.79-83 of the Virginia Condominium Act, including metered or sub metered utility costs for water and sewage,

may be specially assessed against the apartment(s) involved in accordance with such reasonable provisions as may be made by the Board in such cases.

(a) The Board shall give at least fifteen (15) calendar days' notice of any individual assessment to all affected co-owners by a statement in writing giving the amount and reason therefore.

(b) Any individual assessment shall become due with the next monthly installment of the annual assessment following the fifteen (15) calendar day notice period, unless a greater period of time is specified by the Board of Directors in the notice of the individual assessment.

(c) The payment and collection of individual assessments shall be in accordance with the terms providing for payment and collection of other assessments in the By-Laws. Pursuant to subsections 55-79.83B and 55-79.83C of the Virginia Condominium Act, the Board may impose reasonable user fees, whether or not designated as limited common expenses, for the use of the personal property of the Council or services provided by or arranged for through the Council and such other fees designated by the Board of Directors.

4. Reserve Funds. The Board shall establish and maintain a Maintenance Reserve Funds as provided in Article XIII of this Master Deed.

5. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release of a co-owner's obligation to pay the co-owner's proportionate share of the common expenses. In the absence of any annual or adjusted budget, each co-owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been delivered.

6. Payment of Common Expenses. All co-owners shall pay the common expenses assessed by the Board of Directors. Any assessment payment, including installment payments, not paid within fifteen (15) days of the due date of the payment, shall be in considered delinquent and shall incur a late charge in the amount of ten percent (10%) of the payment that is delinquent or such other amounts or percentage as fixed by resolution of the Board of Directors. Except as provided in Article XII of this Master Deed, the purchaser of an apartment shall be jointly and severally liable with the selling co-owner for all unpaid assessments against the apartment up to the time of conveyance, without prejudice to the purchaser's right of recovery against the selling co-owner. No co-owner shall be liable for the payment of any part of the common expenses assessed against a co-owner's apartment subsequent to a conveyance of such apartment.

ARTICLE XI — WAIVER OF USE OF COMMON ELEMENTS. No apartment owner may except himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment.

ARTICLE XII — ACQUISITION BY FORECLOSURE. Where the mortgagee of a mortgage of record or other purchaser of any apartment obtains title to such apartment as a result of foreclosure of the mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Council chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all of the appurtenant owners including such acquirer, his successors and assigns.

ARTICLE XIII – LIEN FOR COMMON EXPENSES⁷

a. The assessment approved by the Board of Directors on behalf of the Council and so levied against each co-owner, together with interest accruing at the current interest rate on judgments in Virginia, late charges in the amount of ten percent (10%) for each payment that is delinquent, including installment payments, or such other amounts or percentage as fixed by resolution of the Board of Directors, and costs, including but not limited to the costs of collection and reasonable attorney's fees, shall constitute a lien upon each apartment from the date the assessment is due until the date of full payment. At the option of the Board of Directors, said amount may be made payable in monthly or convenient installments.

b. The liens created pursuant to the immediately preceding subparagraph "a" upon any apartment shall only be subject and subordinate to real estate taxes and liens of any first deed of trust or first mortgage (meaning a deed of trust or mortgage with first priority over all other deeds of trust encumbering such apartment) made in good faith and for value. After the foreclosure of any such first deed of trust, there shall be a lien created pursuant to the immediately preceding subparagraph "a" on the excess proceeds of the foreclosure sale for all assessments prior to foreclosure and on the interest of the purchaser at such foreclosure sale to secure all assessments assessed hereunder to such purchaser as a co-owner after the date of such foreclosure sale, which said lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein. By subordination agreement executed by the person or persons authorized by the By-Laws pursuant to a vote of not less than an affirmative vote of a majority of the co-owners, the benefits of this subparagraph "b" may be extended to liens not otherwise entitled thereto, but shall not affect the priority of the lien of any first mortgage or first deed of trust. In any apartment sale, other than foreclosure, all liens for assessments made by the Council, shall be enforceable in any court of competent jurisdiction and if the apartment is sold, this lien must be satisfied from the proceeds of sale or it shall be a burden upon the subsequent Grantees taking title to the said apartment.

c. Upon the voluntary sale or conveyance of an apartment, as hereinafter provided, there shall be paid or provided from the sale proceeds, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser, or lender in connection with

⁷ Amended 12/15/16 – First Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9619, pages 377-392.

any such sale or conveyance shall be entitled to a statement furnished by the Council, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the apartment be encumbered with an amount of unpaid assessments greater than that shown in said statement.

ARTICLE XIV – DEFAULT IN PAYMENT.⁸ Each apartment owner shall be personally liable for all assessments, late charges, fees, costs of collection, reasonable attorney’s fees and interest imposed by the Board of Directors, acting on behalf of the Council which may be due, but unpaid at the time the apartment owner acquires the apartment or becomes due and payable at any time that the co-owner owns the apartment. In the event of default in the payment of any one (1) or more installments of the assessments established for the payment of common expenses, the Board of Directors may declare any remaining balance of said lien at once due and payable. The Board of Directors shall have the right and duty to take any and all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) calendar days from the due date thereof. The Board may institute a suit to recover a money judgment for the same, together with interest thereon, late fees, and reasonable expenses of collection, including attorney’s fees, without foreclosing or waiving the lien hereinbefore provided.

ARTICLE XV – LIEN ENFORCEMENT⁹

a. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the Commonwealth of Virginia. Additionally, each co-owner, by the act of acquisition of an apartment in the Project, irrevocably agrees as follows:

1. That the acquired apartment is impressed, not only with the aforesaid lien, but, as well, with a continuing trust for the purpose of enforcing and foreclosing the same;
2. That the persons who shall be serving from time to time as president and vice-president of the Council or such other person designated by the Board, shall likewise, during the term of office, constitute the acting and qualified trustees of said trust;
3. That, in the event of a default in the payment of any such unpaid assessment, and the continuation of such default for a period of thirty (30) calendar days, the trustees shall have the right and power to enforce the lien therefore by selling the apartment at public auction for such price and upon such terms and after such advertisement in a newspaper of general circulation in City of Alexandria, Virginia, in the same manner as provided by law for the exercise of the power of sale in a deed of trust, and, if the trustees so determine, such other advertisement, as the trustees shall deem advantageous and proper;

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4. That the trustees shall have the right and power at such sale to convey the said apartment in fee simple subject to the existing trust of record against said apartment to a purchaser or purchasers thereof free and clear of any lien for unpaid assessments and to apply the proceeds (i) in payment of all proper costs, charges and expenses of said proceedings, (ii) in discharge of any then unpaid and due and payable general and special assessments for real estate taxes, (iii) in payment of the lien for unpaid assessments plus late fees and interest, (iv) in payment and discharge of any deeds of trust, mortgages, or other encumbrances to which the lien for unpaid assessments is senior in priority, and (v) to remit to the former owner of such apartment any remaining balance; that the Board may purchase such apartment at the public auction for the benefit and interest of the Council; that the defaulting co-owner waives any notice to quit that may be required by the laws of the Commonwealth of Virginia, and shall quit and surrender the apartment not later than the date set for the sale; that, if and to the extent permitted by the terms of any first trust, as hereinabove defined, said apartment may be sold on terms requiring the purchaser at said foreclosure sale to assume and agree to pay the obligations by the first trust.

5. A suit to recover a money judgment for unpaid assessment contributions, late charges, interest and costs of collections including reasonable attorney's fees 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. In addition, the Board of Directors, acting on behalf of the Council, may suspend a co-owner's right to use common element facilities, or services (including the disconnection of cable and utility services and connections) provided directly through the Council, for the nonpayment of assessments in accordance with requirements found in the Virginia Condominium Act.

ARTICLE XVI - INSURANCE¹⁰

a. Authority to Purchase.

1. The Board of Directors for the benefit of each apartment owner and each apartment shall, as a common expense, obtain and maintain all insurance policies relating to the Project. Neither the Board nor the Managing Agent shall be liable for any failure of the Council to obtain any insurance coverage required by this Article if such failure is due to: (i) the unavailability of such coverage from reputable insurance companies; or (ii) such coverages are available only at a demonstrably unreasonable cost.

2. The Board shall obtain insurance coverages, which provide that: (i) the insurer waives its right to sue the Board, the Council, the Managing Agent, or the apartment owners and their respective agents, employees, and guests and in the case of co-owner, the members of their household, in order to subrogate an insurance claim; (ii) the insurer cannot cancel, invalidate or suspend the policy because of the conduct of any member of the Board or its officers or employees, any co-owner or such co-owner's family members, invitees, agents, employees or guests, or the Managing Agent or its officers or employees, without prior written demand to the Board to cure such conduct and the allowance of a

¹⁰ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

reasonable time within which to effect such cure; (iii) the insurer cannot cancel or substantially modify the policy without providing at least sixty (60) days advance notice to the Board and the Managing Agent and, in the case of physical damage insurance, to all Mortgagees; and (iv) the named insured under any such policies shall be the Council, as trustee for the co-owners.

3. If available, all policies shall be written with a company or companies licensed to do business in the Commonwealth of Virginia. All such policies shall also provide, to the extent possible that: (i) the insurer of the master condominium policy shall issue to each apartment owner or their mortgagee a certificate specifying the portion of the master condominium policy allocated to each owner's apartment; and, (ii) until the expiration of sixty (60) days from the date of written notice to a mortgagee of any apartment, the mortgagee's insurance coverage shall not be affected or jeopardized by any act or conduct of the owner of such apartment, any other co-owners, the Board of Directors, or any of their respective agents, employees or household members, nor canceled for nonpayment of premiums.

4. The master condominium policy shall contain a standard mortgagee clause in favor of each mortgagee of an apartment to the extent of that portion of the coverage of the master condominium policy allocated to such apartment. The clause shall provide that any such loss shall be payable to such mortgagee and co-owner as their interests may appear, subject to the loss payment and adjustment provisions in favor of the Board and the Insurance Trustee, if one is designated.

5. A "no control" clause must be a part of the master condominium policy, stating that coverage may not be prejudiced by: (a) any act or neglect of the co-owners when such act or neglect is not within the control of the Council; or, (b) any failure of the Council to comply with any warranty or condition regarding any portion of the premises over which the Council has no control.

6. The insurer waives any right to claim by way of subrogation against the Council, the Board, the Managing Agent or the co-owners, and their respective guests, invitees, tenants, agents and employees, and, in the case of the co-owners, the members of their households.

b. Physical Damage Insurance.

1. The Board shall obtain and maintain a "Special Causes of Loss" policy of property insurance equal to the full guaranteed replacement value of the Condominium, (i.e., 100% of current "replacement cost," less a reasonable deductible amount, exclusive of land, foundation, excavation and other items normally excluded from coverage) with an Agreed Amount Endorsement, including all building service equipment within the apartments and floor coverings, kitchen or bathroom fixtures, and appliances based upon what was initially installed therein by the Developer and any replacements thereof made by the Developer. The policy shall not include furniture, furnishings, fixtures, carpeting, equipment, and other personal property of the co-owner or any betterments and improvements installed by co-owners. The amount of coverage is to be determined annually by the Board of Directors.

2. The master condominium policy must provide at least the following protection: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and, to

the extent determined by the Board of Directors, water damage; and, (ii) such other risks as are customarily covered in similar projects.

3. Such policy shall also provide: (i) any excess proceeds shall be deposited in the Condominium's replacement reserve fund; and (ii) the following endorsements, or their equivalents: (a) "no control"; (b) "contingent liability from operation of building laws or codes"; (c) "increased cost of construction" or "condominium replacement cost"; and (d) "agreed amount" or elimination of co-insurance clause.

4. A "no other insurance" clause expressly excluding individual co-owners' policies from its operation so that the physical damage policy purchased by the Board shall be deemed primary coverage and any individual co-owner's policies shall be deemed excess coverage. In no event shall the insurance coverage obtained and maintained by the Board of Directors on behalf of the Council hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their mortgagees unless required by law.

c. Liability Insurance.

1. The Board shall obtain and maintain comprehensive general liability, defamation, slander, false arrest and invasion of privacy coverage, and liability coverage for acts of the Council, officers and directors of the Council, and property damage insurance in a limit no less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Council, each member of the Board, the Managing Agent, each co-owner and those entitled to occupy any apartment against any liability to the public or to the co-owners and their invitees, agents and employees, arising out of, or incidental to, the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to co-owner's action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Council; (iv) deletion of the normal products exclusion with respect to events sponsored by the Council; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a co-owner because of negligent acts of the Council or another co-owner.

2. The Board of Directors shall review insurance limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of each occurrence. The Board of Directors may obtain and maintain reasonable amounts of "umbrella" liability insurance in excess of the primary limits at its discretion.

d. Further Insurance. The Board shall obtain and maintain:

1. Fidelity bond or employee dishonesty coverage to protect against dishonest acts on the part of officers, directors, trustees, and persons employed by the Council and any other persons who handle, or who are responsible for handling, the funds of the Council, including the Managing Agent and employees of the Managing Agent. Such fidelity coverage or bonds shall: (i) be written and maintained in an amount not less than the current amount required in the Virginia Condominium Act, or

the current amounts required by mortgagees, or government agencies, whichever is greater; and (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression;

2. If required by any governmental or quasi-governmental agency, flood insurance in accordance with the then applicable regulations of such agency;

3. Worker's compensation insurance if and to the extent required by law; and

4. Such other insurance as the Board may determine appropriate.

e. Individual Insurance. Each co-owner and any tenant of such co-owner shall, at their own expense, obtain additional insurance for co-owner’s apartment and for owner’s benefit in order to cover losses not covered by the insurance maintained for the Council including but not limited to the risk of loss or damage to co-owner’s personal property, and for any improvements made to the apartment. The policy shall include the same waiver of subrogation provision as that is required in subparagraph a(2) of this Article. Upon request of the Council; a co-owner shall produce a Certificate of Insurance or such other proof of insurance maintained for the co-owner’s apartment within five (5) calendar days of the receipt of request.

f. Insurance Trustee.

1. The Board shall have the right, but shall not be required, to designate any bank, trust company, management agent, savings and loan entity, building and loan association, insurance company or any institutional lender, or the Council, as the “Insurance Trustee,” and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee, at the time of the deposit of such policies and endorsements, shall acknowledge that the policies and any proceeds therefrom shall be held in accordance with the terms of this Master Deed.

2. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Amended and Restated Master Deed, for the benefit of the Council, the co-owners and their respective mortgagees.

g. Board of Directors as Agent. By acceptance of title to an apartment, each co-owner irrevocably appoints the Board of Directors as the co-owners’ agent for insurance claim purposes under any policy procured by the Board of Directors for the Council. Acting pursuant to such agency, the Board of Directors shall file all claims arising under insurance policies of the Council.

h. Premiums and Deductibles. The Council shall pay all premiums for the Council’s insurance policies as a common expense. In order to obtain a policy at the most reasonable price for the Council,

all factors considered, the Board may agree to a deductible clause(s), which causes the Council to absorb the first part of a covered loss. Accordingly, any insurance deductible under the master casualty insurance policy shall be paid by the Council as a Common Expense if the cause of the damage to or destruction of any portion of the Condominium Project originated in or through the Common Elements or an apparatus located within the Common Elements. However, a co-owner shall pay such deductible if the cause of any damage to or destruction of any portion of the Project originated in or through an apartment or any component thereof without regard to whether the co-owner was negligent.

ARTICLE XVII — UNINSURED CASUALTY. In case at any time or times any improvements of the Project shall be substantially damaged or destroyed by any casualty not insured against, whether to rebuild, repair or restore such improvements, shall be determined by affirmative vote of seventy-five percent (75%) of the apartment owners. Any such approved restoration of the common elements shall be completed diligently by the Council at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed. Unless such restoration is undertaken within a reasonable time after such casualty, the Council at its common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and grade.

ARTICLE XVIII — MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in periodic installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to provide for utilities, insurance, maintenance, and repair of the common elements, and other expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board may include reserve for contingencies in such assessments, and such assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the horizontal property regime hereby created shall be terminated or waived, any part of the said Fund remaining after full payment of all common expenses of the Council, shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

ARTICLE XIX — ALTERATION OF PROJECT. Restoration or replacement of the Project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium Plat of the Project, shall be undertaken by the Council or any apartment owners only pursuant to an amendment of this Master Deed, duly executed by or pursuant to an affirmative vote of seventy-five percent (75) of the apartment owners and accompanied by the written consent of the holder of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction, the Council shall duly record such amendment in said Clerk's Office, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

ARTICLE XX — CONDEMNATION.¹¹ An award, settlement or other compensation arising from the taking of, injury to, or destruction of part or all of the Project by condemnation or the exercise of the power of eminent domain, and any reallocation of the proportionate shares in the Project made in connection therewith, shall be made in accordance with Section 55-79.44 of the Virginia Condominium Act; provided, however, that: (i) the Board of Directors on behalf of the Council shall represent the apartment owners in any condemnation or eminent domain proceedings, or in negotiations, settlements and agreements in connection therewith, whether judicial or non-judicial; and (ii) the Board of Directors acting on behalf of the Council shall have the power to act and shall act in such proceedings as the attorney-in-fact for the apartment owners, and each apartment owner by virtue of ownership of an apartment and membership in the Council shall be deemed to have appointed the Board as the co-owners' attorney-in-fact for such proceedings; and (iii) the Board of Directors, on behalf of the Council, may appoint a trustee to act for the apartment owners in any condemnation or eminent domain proceeding; and (iv) the condemnation or eminent domain award or settlement shall be payable to the Council or the trustee for the benefit of the apartment owners and mortgagees, if any, as their interests may appear.

ARTICLE XXI — WAIVER OF REGIME. Upon the vote of all of the co-owners the horizontal property hereby established, may be waived pursuant to the provisions of Section 55-79.9 of the Act as now constituted or as the same may hereafter be amended by a certificate to that effect duly recorded in the office of the Clerk of the Circuit Court of the City of Alexandria on terms and conditions which each of the co-owners and the mortgagees shall agree upon. In such event, the co-owners shall own the Project as tenants in common in undivided shares and the holders of the mortgages and liens against the apartment or apartment formerly owned by such co-owners, shall have mortgages and liens upon the respective undivided interest of the co-owners in the Project subject to the lease. All funds and other assets held by the Council of Owners shall be and continue to be held for the co-owners in undivided shares. Following such termination, the Project, except for such parts thereof as shall have become the exclusive property of each co-owner, may be partitioned and sold upon the application of any co-owner.

ARTICLE XXII — AMENDMENT OF MASTER DEED.¹² Except as otherwise provided herein or in said Horizontal Property Act, or the Virginia Condominium Act, this Amended and Restated Master Deed may be amended by an affirmative vote of co-owners, to which two-thirds (2/3rds) of the votes in the Council appertain, and with the consent of a majority of the mortgagees, if any, effective only upon the recording of an instrument setting forth such an amendment and the vote of the co-owners thereon duly executed by the proper officers of the Council.

ARTICLE XXIII — LIMITATIONS ON SALE AND LEASE.

¹¹ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

¹² Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

a.¹³ No apartment shall be rented for transient or hotel purposes or timeshare purposes. No apartment shall be leased or rented for any initial period less than one (1) year. Parking spaces may be rented out to other people who are residing in apartments in the Condominium. No parking space shall be leased to a person who is not a resident of the Condominium. All leases shall be subject to this Master Deed and the By-Laws. All leases shall be subject to the rules and regulations adopted from time to time in effect. Any failure of compliance shall constitute a default under the lease and require the co-owner to evict his or her tenant. The Board of Directors may require a residential standard form lease or lease addendum for use by co-owners. Each co-owner must forward a copy of his or her lease to the Board of Directors within fifteen (15) days of the execution of the lease. Sub-leasing by co-owners and tenants is prohibited. In addition, the Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated common elements and parking spaces to the Council or to any co-owner(s) and to establish reasonable charges for the use and maintenance thereof. The common elements or portions thereof and parking spaces so designated shall be referred to as reserved common elements. Such designation by the Board shall not be construed as a sale or disposition of the common elements.

b. No apartment or any interest therein shall be sold or leased, used or occupied, to or by any person having or enjoying immunity in her person, goods, or chattels from suit or prosecution in any court of the United States, or of a state, under the law of nations or the provisions of Chapter 6, Tide 22, United States Code, in effect on the date hereof or as the same may subsequently be amended, and any sale or lease in violation of this paragraph shall be wholly null and void and shall confer no title or interest on the intended purchaser or lessee. The Council of Co-Owners may, by legal or equitable process, enforce the provisions hereof with respect to use and occupancy.

ARTICLE XXIV —LIMITATION ON EFFECT OF DEED. Nothing herein contained shall be deemed:

a. to affect in any way whatsoever the right of the Developer, its successors or assigns to change the location, design, method of construction, grade, elevation or any other part or feature of any apartment or of any appurtenance thereunto belonging prior to the conveyance thereof to a co-owner;

b. to impose upon the Developer, its successors or assigns, any obligation of any nature to any person to build, construct, or provide any apartment or any common element herein described unless such obligation shall be expressly undertaken by an agreement in writing signed by the party to be changed thereon.

ARTICLE XXV — In any event where construction is required or approved for alteration of additions to or reconstruction and repair of the common elements, or reconstruction and repair of an apartment unit due to casualty damage covered by insurance, where the cost of such construction

¹³ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

exceeds the sum of \$10,000.00 in the opinion of an independent appraiser, the contract for such construction shall be let on a competitive bid-basis and the contract approved by the Board and the insurance Trustee, when insurance policy proceeds are used.

ARTICLE XXVI — RIGHTS, ETC., NOT PROVIDED FOR. The rights and obligations of any co-owner not otherwise herein or in the By-Laws specifically provided for, shall be determined pursuant to the provisions of the Horizontal Property Act, as amended, and in force on the date of the recordation of this Decd.

ARTICLE XXVII — Cable TV¹⁴

- a. The Board of Directors shall have the authority to contract on behalf of the Council of Co-Owners for the installation and Maintenance of cable television in the project.
- b. There shall be an easement in favor of the Council of Co-Owners through each apartment for the installation, maintenance, repair and restoration of wires and appurtenant equipment and fixtures for cable television. This easement shall include the right to install reasonable access panels for installation, maintenance and repair.
- c. The Council of Co-Owners, through its authorized agents and representatives, shall have the right of access through and to each unit during reasonable hours on reasonable notice for the installation, operation, maintenance and repair of the cable television system.

ARTICLE XXVIII¹⁵

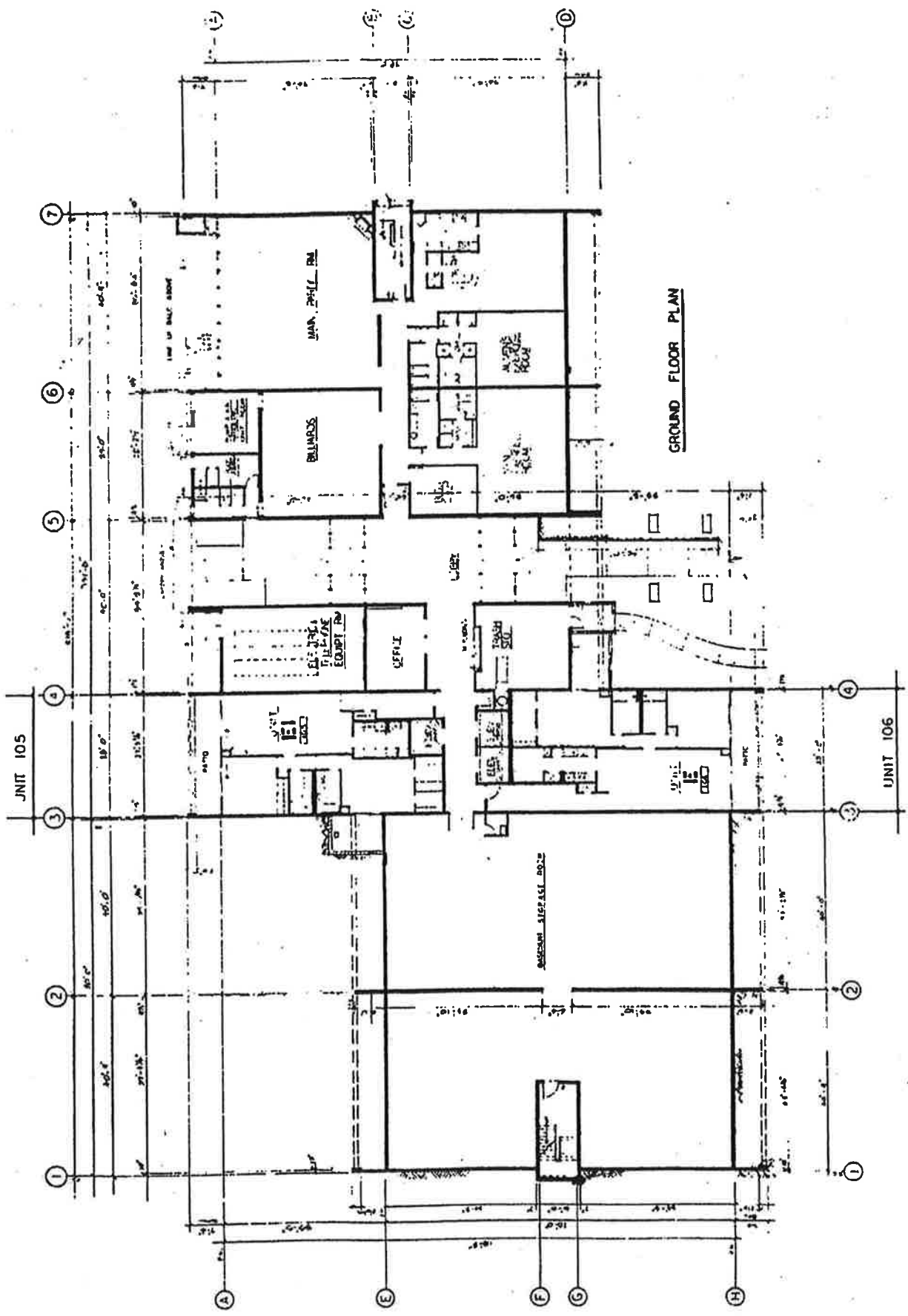
- a. The Board of Directors, the Council and the Managing Agent shall not be considered a bailee of any personal property stored on the common elements (including vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to an apartment owner for parking purposes, and shall not be responsible for security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.
- b. The Council shall not be liable for any failure of the water supply, utilities or other services, if any, obtained through the Council or paid for out of common expenses, or for the injury or damage to person or property caused by the natural elements, weather, or resulting from electricity, water, snow or ice, which may leak or flow from or through any part or portion of the common elements or from any wire, pipe, drain, chute, conduit, appliance, or equipment located on the common elements or in the another apartment.

¹⁴ Amendment dated July 6, 1982.

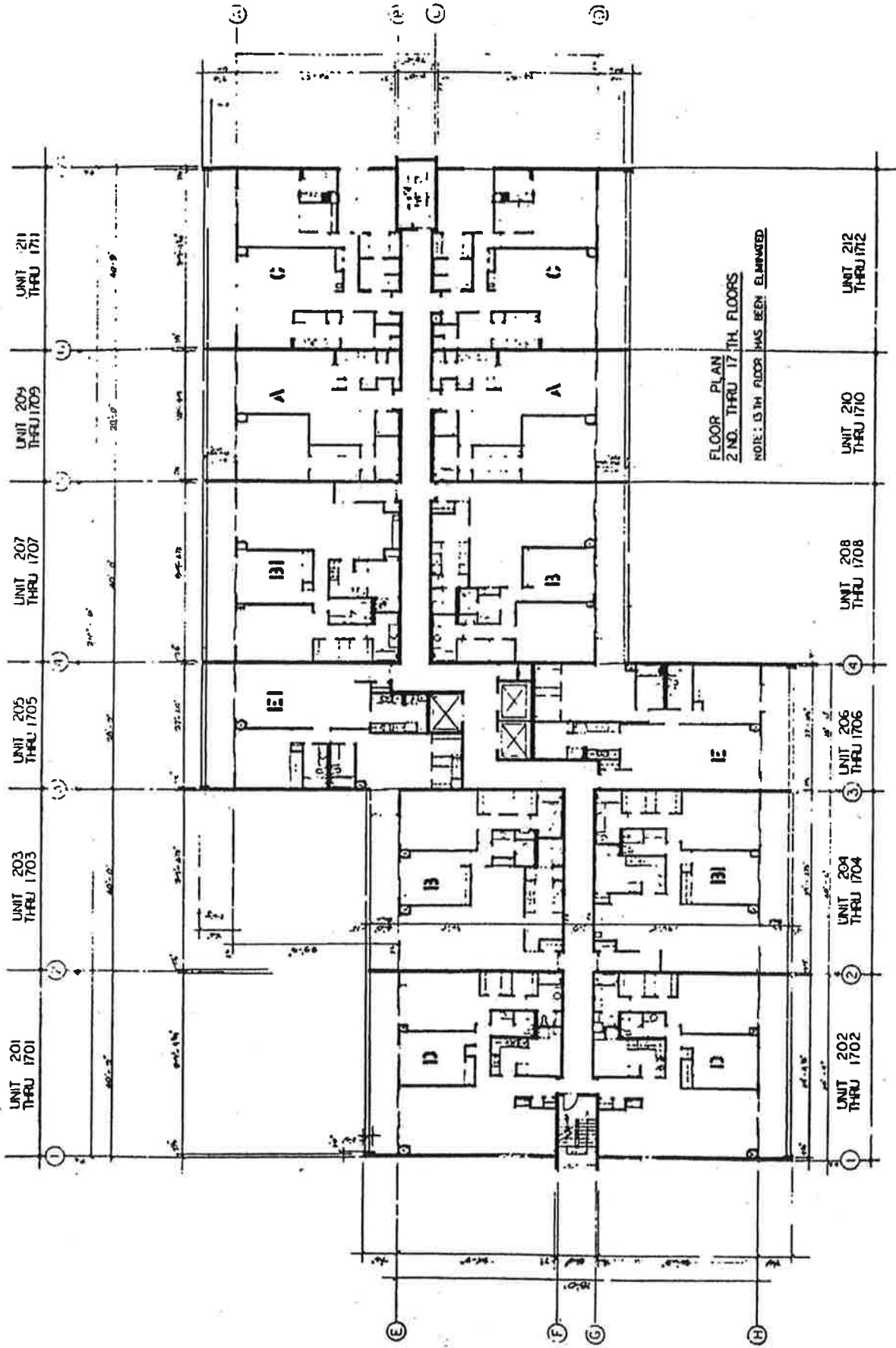
¹⁵ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

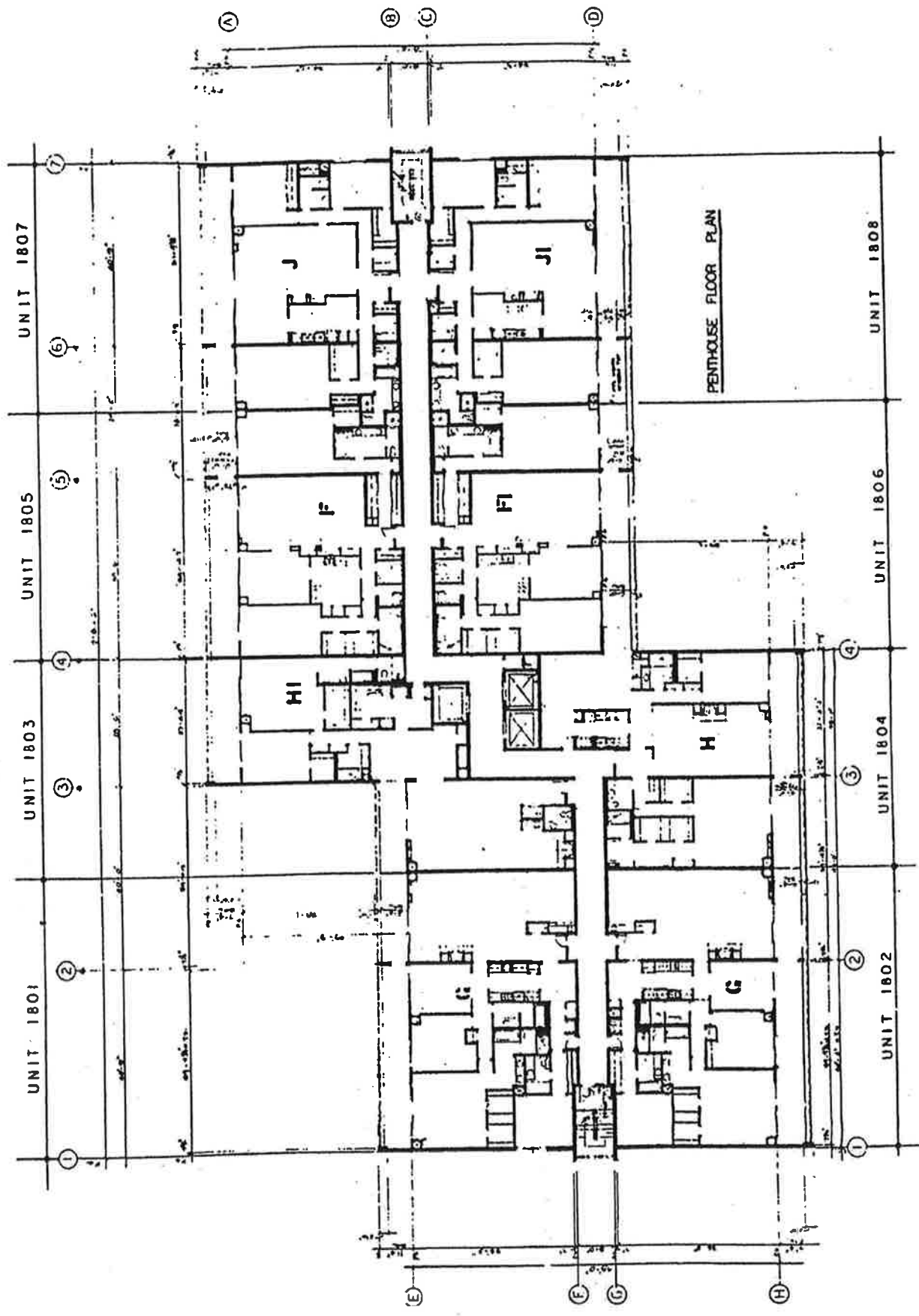
SCHEDULE A
DESCRIPTION OF THE PROPERTY OF
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

Beginning at an iron pipe found in the original north line of Edsall Road, said pipe marks the southwest corner of Maulden; thence with the said original north line of Edsall Road, N $81^{\circ} 37' 40''$ W, 297.44 feet to an iron pipe found, said pipe marks the southeast corner of Landmark Palace Associates; thence with the east line of Landmark Palace Associates, N $3^{\circ} 56' 23''$ W, 633.22 feet to an iron pipe set, said pipe marks the northeast corner of Landmark Palace Associates in the south line of Gelman; thence with the south line of Gelman, S $87^{\circ} 17' 04''$ E, 199.81 feet to an iron pipe found marking the northwest corner of Maulden in the south line of Gelman; thence with the west line of Maulden, S $11^{\circ} 43' 49''$ E, 679.77 feet to the beginning and containing 3.6219 acres And as further described in the Plans attached as Schedules A-1 through A-8 attached hereto and made a part hereof.



GROUND FLOOR PLAN





UNITS 1802 - 1808	UNITS 1801 - 1807	12TH FLR (COMMON)	TOP OF MARKET ROOF
UNITS 1702 - 1712	UNITS 1701 - 1711	11TH FLR	
UNITS 1602 - 1612	UNITS 1601 - 1611	10TH FLR	
UNITS 1502 - 1512	UNITS 1501 - 1511	9TH FLR	
UNITS 1402 - 1412	UNITS 1401 - 1411	8TH FLR	
UNITS 1202 - 1212	UNITS 1201 - 1211	7TH FLR	
UNITS 1102 - 1112	UNITS 1101 - 1111	6TH FLR	
UNITS 1002 - 1012	UNITS 1001 - 1011	5TH FLR	
UNITS 902 - 912	UNITS 901 - 911	4TH FLR	
UNITS 802 - 812	UNITS 801 - 811	3TH FLR	
UNITS 702 - 712	UNITS 701 - 711	2TH FLR	
UNITS 602 - 612	UNITS 601 - 611	1TH FLR	
UNITS 502 - 512	UNITS 501 - 511	2ND FLR	
UNITS 402 - 412	UNITS 401 - 411	3RD FLR	
UNITS 302 - 312	UNITS 301 - 311	4TH FLR	
UNITS 202 - 212	UNITS 201 - 211	5TH FLR	
1ST FLR MAIN PARTY ROOM BREAK ROOM OFFICE & LOBBY ROOM STORAGE ROOM			

12TH FLR (COMMON)

11TH FLR

TOP OF MARKET ROOF

12TH FLR (COMMON)

11TH FLR

10TH FLR

9TH FLR

8TH FLR

7TH FLR

6TH FLR

5TH FLR

4TH FLR

3TH FLR

2TH FLR

1TH FLR

2ND FLR

3TH FLR

4TH FLR

5TH FLR

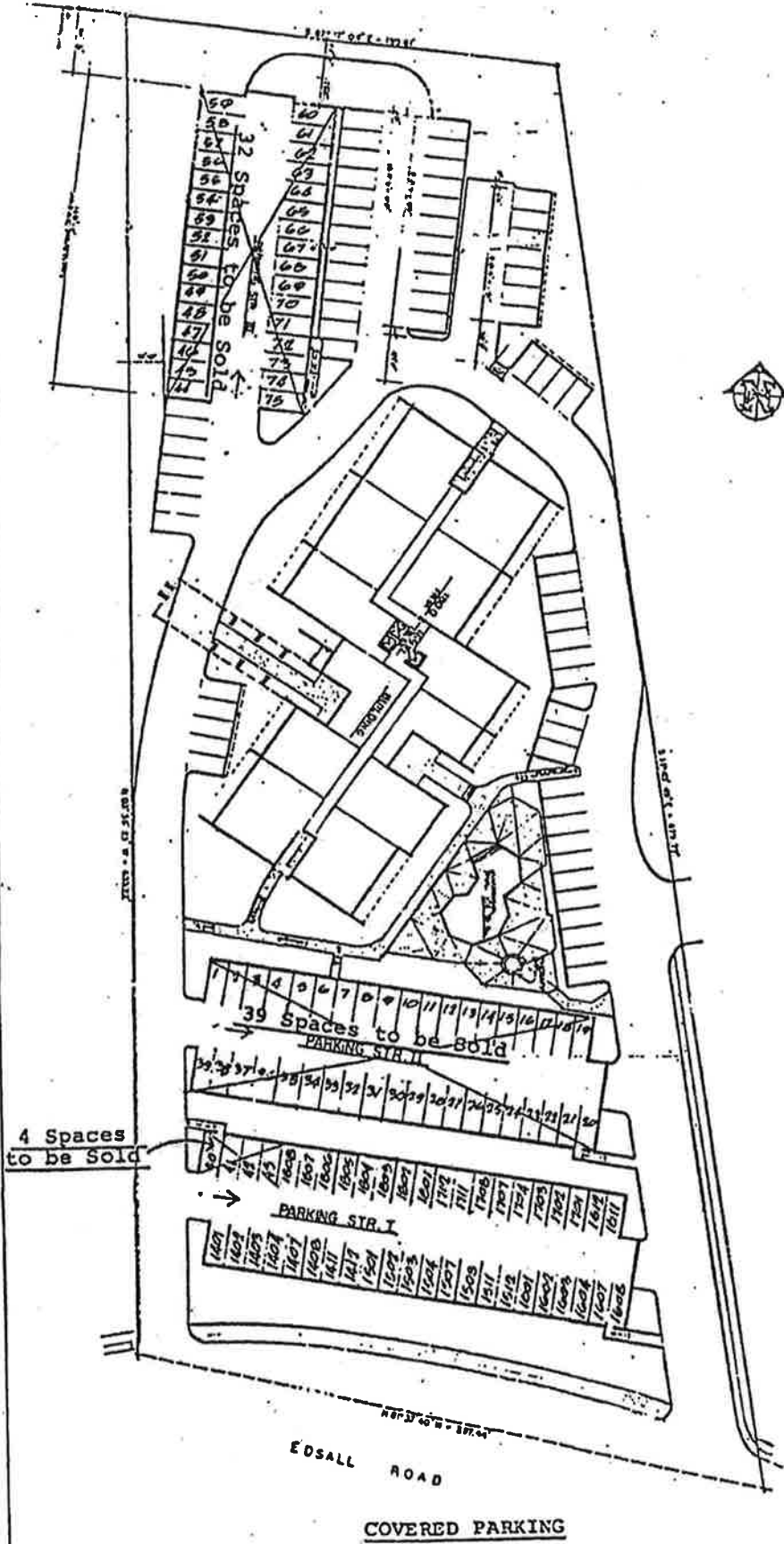
1ST FLR

		MECH EQUIPT. ROOM				
		J UNIT - 2 BEDRM. 1807	F UNIT - 2 BEDRM 1805	H-1 UNIT - 2 BEDRM 1803	G UNIT - 3 BEDRM. 1801	
		C UNIT - 2 BEDRM. 1711	A UNIT - 1 BEDRM 1709	E-1 UNIT - 2 BEDRM 1705	B UNIT - 2 BEDRM. 1703	D UNIT - 2 BEDRM 1701
17TH FLOOR		1611	1609	1607	1605	1603
18TH FLOOR		1511	1509	1507	1505	1503
19TH FLOOR		1411	1409	1407	1405	1403
20TH FLOOR		1211	1209	1207	1205	1203
21TH FLOOR		1111	1109	1107	1105	1103
22TH FLOOR		1011	1009	1007	1005	1003
23TH FLOOR		911	909	907	905	903
24TH FLOOR		811	809	807	805	803
25TH FLOOR		711	709	707	705	703
26TH FLOOR		611	609	607	605	603
27TH FLOOR		511	509	507	505	503
28TH FLOOR		411	409	407	405	403
29TH FLOOR		311	309	307	305	303
30TH FLOOR		211	209	207	205	203
31ST FLOOR				ENTRANCE LOBBY		STORAGE
32ND FLOOR					105	STORAGE

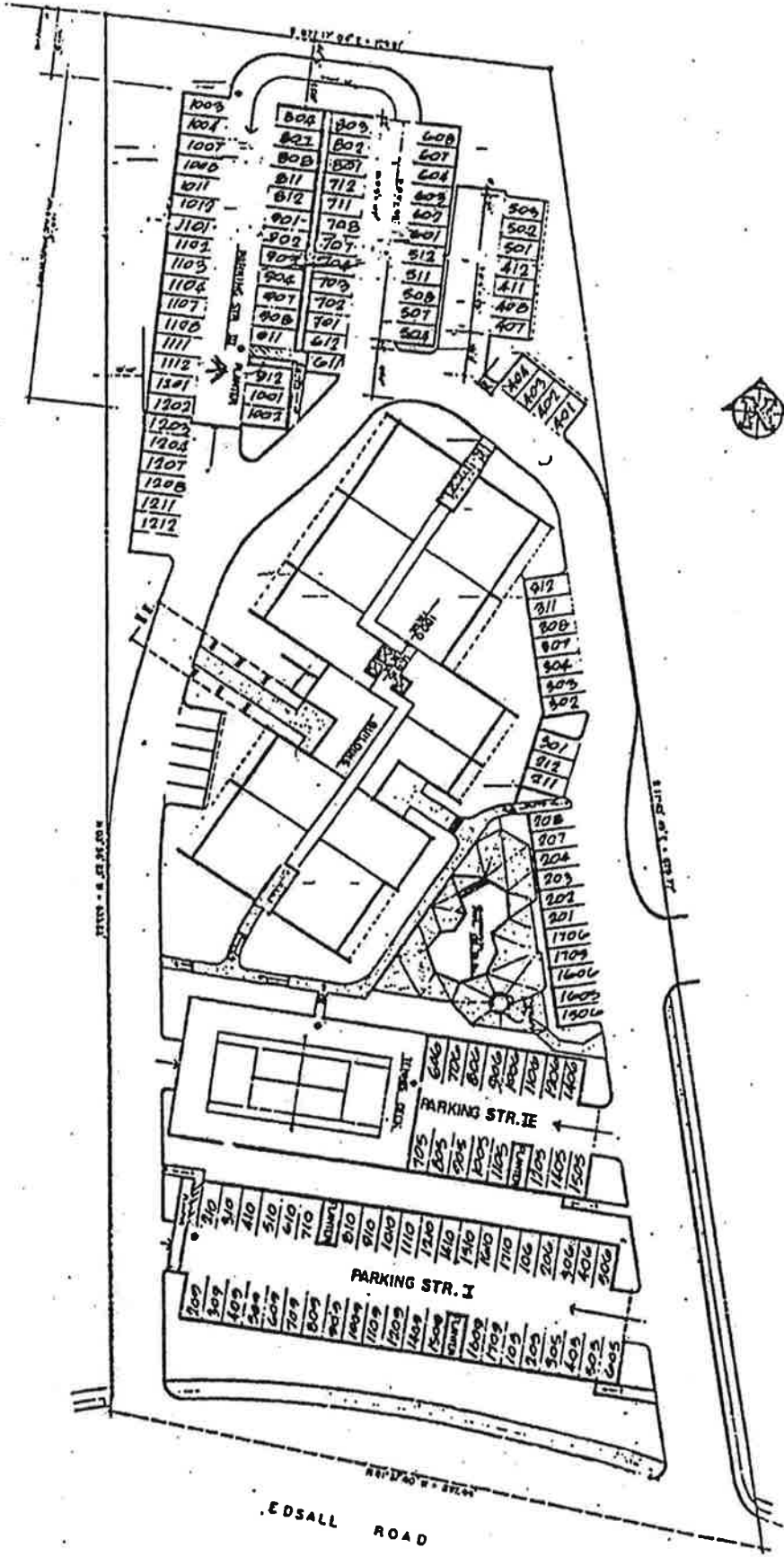
193-117 OVERALL BLDG HEIGHT
15.150M ± F.O.D. 137.117

M/LCH EQUIPT ROOM		H UNIT 2 BEDRM	F1 UNIT 2 BEDRM	J1 UNIT 2 BEDRM
G UNIT 3 BEDRM 1802	H UNIT 2 BEDRM 1804	F1 UNIT 2 BEDRM 1806	J1 UNIT 2 BEDRM 1808	
D UNIT 2 BEDRM 1702	B-1 UNIT 2 BEDRM 1704	8 UNIT 2 BEDRM 1708	A UNIT 1 BEDRM 1710	C UNIT 2 BEDRM 1712
1602	1604	1608	1610	1612
1502	1504	1508	1510	1512
1402	1404	1408	1410	1412
1202	1204	1208	1210	1212
1102	1104	1108	1110	1112
1002	1004	1008	1010	1012
902	904	908	910	912
802	804	808	810	812
702	704	708	710	712
602	604	608	610	612
502	504	508	510	512
402	404	408	410	412
302	304	308	310	312
202	204	208	210	212
STORAGE	STORAGE	TRASH STORAGE	MEN'S EXERCISE ROOM	WOMEN'S EXERCISE ROOM
	110	ENTRANCE LOBBY	BAR & LOUNGE	

18 12 11 18
13 12 11 18
12 12 11 18
11 12 11 18
10 12 11 18
9 12 11 18
8 12 11 18
7 12 11 18
6 12 11 18
5 12 11 18
4 12 11 18
3 12 11 18
2 12 11 18
1 12 11 18



COVERED PARKING



EDSALL ROAD

- | | | | |
|------|------|-----|-----|
| 1009 | 802 | 809 | 608 |
| 1007 | 802 | 807 | 607 |
| 1000 | 808 | 807 | 608 |
| 1011 | 811 | 712 | 609 |
| 1019 | 812 | 711 | 607 |
| 1101 | 801 | 708 | 801 |
| 1103 | 809 | 707 | 812 |
| 1104 | 907 | 709 | 811 |
| 1107 | 906 | 702 | 808 |
| 1108 | 907 | 702 | 807 |
| 1111 | 908 | 701 | 808 |
| 1112 | 811 | 612 | 808 |
| 1201 | 912 | 611 | 801 |
| 1202 | 1001 | | 801 |
| 1203 | 1002 | | 801 |
| 1207 | | | 801 |
| 1208 | | | 801 |
| 1211 | | | 801 |
| 1212 | | | 801 |
-
- | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| 912 | 811 | 808 | 807 | 804 | 803 | 802 |
| 801 | 812 | 811 | | | | |
| 708 | 707 | 704 | 703 | 702 | 701 | 700 |
| 608 | 607 | 604 | 603 | 602 | 601 | 600 |
-
- | | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 705 | 606 | 702 | 800 | 900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 |
| 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 | 2600 |

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
SCHEDULE B¹⁶

Apartment Unit	Type & Number	Percentage of Common Interests Each
105 E1 – 1205 E1 1405 E1- 1705 E1	2 bedroom – 16	.47
106 E – 1206 E 1406 E – 1706 E	2 bedroom – 16	.50
201 D – 1201 D 1401 E – 1701 D	2 bedroom – 15	.56
202 D – 1202 D 1402 D – 1702 D	2 bedroom – 15	.56
203 B – 1203 B 1403 B – 1703 B	2 bedroom – 15	.56
204 B1 – 1204 B1 1402 B1 – 1704 B1	2 bedroom – 15	.56
207 B1 – 1207 B1 1407 B1 – 1707 B1	2 bedroom – 15	.56
208 B – 1208 B 1408 B – 1708 B	2 bedroom – 15	.56
209 A – 1209 A 1409 A – 1709 A	1 bedroom – 15	.40
210 A – 1210 A 1410 A – 1710 A	1 bedroom – 15	.40
211 C – 1211 C 1411 C – 1711 C	2 bedroom – 15	.56
212 C – 1212 C 1412 C – 1712 C	2 bedroom – 15	.56
1801 G – 1802 G	3 bedroom – penthouse – 2	.84
1803 H1	2 bedroom – penthouse – 1	.74
1804 H	2 bedroom – penthouse – 1	.74
1805 F – 1806 F	2 bedroom – penthouse – 2	.74
1807J – 1808 J	3 bedroom – penthouse – 2	.78

¹⁶ Book 786, Page 731, Amendment 2 dated July 5, 1974. Replaced Schedule B Amendment recorded March 22, 1974.

SCHEDULE C
BY-LAWS OF THE COUNCIL OF OWNERS OF
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
SITUATE IN THE CITY OF ALEXANDRIA,
STATE OF VIRGINIA

The following by-laws shall apply to the above-named condominium project (herein called the "project"), as described in and created by the Master Deed (herein called the "Deed") attached hereto to be recorded or filed of record in the State of Virginia contemporaneously herewith, and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project:

ARTICLE I
MEMBERSHIP

Section 1. QUALIFICATION. All owners of apartments of the project shall constitute the Council of Owners, herein called the "Council". The owner of any apartment upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Council, the lessee of such apartment shall be deemed to be the owner thereof.

Section 2. PLACE OF MEETINGS. Meetings of the Council shall be held at the project or such other suitable place convenient to the apartment owners as may be designated by the Board.

Section 3. ANNUAL MEETINGS. The first annual meeting of the Council shall be held as soon as practicable after recording of the Deed and these by-laws upon the call of at least ten percent (10%) of the apartment owners. Thereafter the annual meetings of the Council shall be held within three months after the end of the established fiscal year.

Section 4. SPECIAL MEETINGS. Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the apartment owners and presented to the Secretary.

Section 5. NOTICE OF MEETINGS.¹⁷ The Secretary shall give written or printed notice of each Annual Meeting to every co-owner as defined in these By-Laws at least twenty-one (21) calendar days and for Special Meetings at least five (5) calendar days before the date set for such meeting. The notice shall state whether it is the Annual Meeting of the Council or a Special Meeting of the Council, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to the co-owner personally, or (b) by leaving it at the owner's

¹⁷ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

unit in the Project or at the owner's usual residence or place of business, (c) by mailing it, postage prepaid addressed to the owner at the owner's address as it appears on the Council's record of ownership or (d) by Electronic Transmission or equivalent acceptable technological means or methods (subject to the requirements in the Virginia Condominium Act). If notice is given pursuant to any of the provisions of this section, the failure of any co-owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The attendance of any co-owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such co-owner unless the co-owner shall at the opening of said meeting expressly object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. QUORUM.¹⁸ The presence in person or by proxy of apartment owners representing at least thirty-three and one-third percent (33-1/3%) of the total vote of the Council apartment owners shall be necessary to constitute a quorum for the conduct of business at all meetings of Council, and the acts of a majority of the apartment owners present in person or by proxy at a meeting at which a quorum is present shall be the acts of the Council except as otherwise provided. A quorum shall be deemed to be present throughout a meeting until adjournment if persons entitled to cast at least thirty-three and one third percent (33 1/3 %) of the total votes of the Council are present in person or by proxy at the beginning of such meeting. If the business of the Council cannot be transacted because a quorum is not present, a majority of the apartment owners who are present, in person or in proxy, may vote to adjourn or recess the meeting to a time not less than forty-eight (48) hours from the date and time of the original meeting of the Council was called, in which event, any business which could have been conducted at the original meeting of the Council called may be conducted without further notice, provided a quorum is present.

Section 7. VOTING.¹⁹ Voting at meetings of the Council shall be on a percentage basis, and the percentage of the total vote to which each apartment owner is entitled shall be the percentage of the common element interests assigned to such apartment in the Master Deed. Votes may be cast in person or by proxy by the respective co-owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any Council meeting for any apartment owned or controlled by said executor, administrator, guardian or trustee in such capacity, whether or not the same shall have been transferred in the Council's record of ownership, provided that such person shall first present evidence satisfactory to the Secretary that said person owns or controls such apartment in such capacity. The vote for any apartment owned of record by two (2) or more persons may be exercised by any one (1) of them present at any meeting in the absence of protest by the other or others, and in case of protest, no vote shall be cast. No apartment owner may vote at any meeting of the Council or be elected to or continue to serve on the Board of Directors if the apartment owner is more than sixty (60) days past due in any financial

¹⁸ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

¹⁹ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

obligation due the Council and the Council has not received payment of the unpaid amount within seventy-two (72) hours prior to the time of such meeting or election.

Section 8. PROXIES AND PLEDGES.²⁰ The authority given by any apartment owner to another person to represent said apartment owner at meetings of the Council shall be in writing, signed and dated by such apartment owner and filed with the Secretary before the meeting, and unless limited by its terms, shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner or the conveyance of the apartment. A proxy for an apartment owned on record by two (2) or more persons may be exercised by any one (1) of them in the absence of a protest by the other or others. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any Unit or interest therein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 9. ADJOURNMENT. Any meeting of the Council may be adjourned from time to time to such place and time as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 10. ORDER OF BUSINESS. The order business at all meetings of the Council shall be as follows:

- a. Roll Call.
- b. Proof of notice of meeting.
- c. Reading of minutes of preceding meeting.
- d. Report of officers.
- e. Report of committees.
- f. Election of directors. (At annual meeting.)
- g. Unfinished business.
- h. New business.

ARTICLE II BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS.²¹ The affairs of the Council shall be governed by a Board of Directors composed of not less than three (3) and no more than nine (9) directors. All directors shall be apartment owners, the spouse of apartment owners, or designated representatives of

²⁰ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

²¹ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

mortgagees. All directors must be residents of the Condominium. In the event that an apartment is not owned by a natural person, the following people may serve as a director: (i) a trustee of a trust that owns an apartment, (ii) an officer of a corporation that owns an apartment, (iii) a manager or member of a limited liability company that owns an apartment, (iv) a partner in a partnership that owns an apartment, and (v) a duly authorized representative or any other entity that owns an apartment. No apartment owner may be elected to or continue to serve on the Board of Directors if the apartment owner is more than sixty (60) calendar days past due in any financial obligation due the Council and the Council has not received payment of the unpaid within seventy-two (72) hours prior to the time of such meeting or election. A director shall also be deemed to have resigned upon the occurrence of the following: (i) the director is absent from two (2) consecutive duly called regular Board of Directors meetings; (ii) a director is absent from three (3) or more duly called regular scheduled Board of Directors meetings during a calendar year or (iii) a director is no longer a resident of the Condominium. Such resignation shall become effective within thirty (30) calendar days of notice provided by the Secretary of the Council. The resigned director shall be given an opportunity to provide a written explanation of good cause such as illness, emergency situations or extenuating circumstances within a thirty (30) calendar day period. The Board has the discretion to refuse such resignation for good cause. The directors shall serve without compensation. The Council may reimburse a director for reasonable and appropriate out-of-pocket expenses incurred by the director in the performance of the director's duties on behalf of Council.

Section 2. **POWERS.** The Board of Directors shall have all powers necessary for the administration of the affairs of the Council and may do all such acts and things therefor as are not by law, the Master Deed or these by-laws directed to be exercised or done only by the apartment owners.

Section 3. **ELECTION AND TERM.**²² Election of directors shall be elected at each Annual Meeting and any Special Meeting called for that purpose. Directors shall hold office for a period of three (3) years and shall serve until their respective successors have been elected, subject to removal as herein provided. The terms of the directors are staggered on a three (3) year schedule so that about one-third of the directors are elected each year. Directors may be elected by a plurality of votes.

Section 4. **VACANCIES.** Vacancies in the Board of Directors caused by any reason other than removal of a director by the Council shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Council. Death, incapacity or resignation of any director, or his continuous absence from the State of Virginia for more than six months, shall cause his office to become vacant.

Section 5. **REMOVAL OF DIRECTORS.** At any regular or special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any

²² Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. ANNUAL MEETING. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Council, and no notice shall be necessary to any directors in order validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Council for the ensuing year.

Section 7. REGULAR MEETINGS.²³ Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone, Electronic Transmission or equivalent acceptable technological means at least seven (7) calendar days prior to the date of such meeting.

Section 8. SPECIAL MEETINGS.²⁴ Special meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of special meetings of the Board of Directors shall be given to each director, personally or by mail, telephone, Electronic Transmission or equivalent acceptable technological means at least three (3) calendar days prior to the date of such meeting. Special meetings may be called at the direction of the President, Secretary or upon the written request of at least two (2) directors.

Section 9. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. QUORUM OF BOARD. At all meetings of the Board of Directors a majority of the total number of directors established by these by-laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

²³ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

²⁴ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

Section 11. FIDELITY BONDS. The Board of Directors shall require that all officers, employees and agents of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

(No Section 12.)

Section 13. ACTION WITHOUT MEETING OF BOARD OF DIRECTORS.²⁵ Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if each of the directors consent in writing to such action and delivers the written consent to the Council. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein provided the consent states the date of execution by each director. A written consent and the signing therefore may be accomplished by one or more electronic transmissions. Any such written consent shall be filed with the minutes of the meetings and actions of the Board of Directors.

ARTICLE III OFFICERS

Section 1. DESIGNATION.²⁶ The principal officers of the Council shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board, and in the cases of the President and Treasurer, from the Board of Directors. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers in its judgment as may be necessary.

Section 2. ELECTION AND TERM. The officers of the Council shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. REMOVAL. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Council and shall preside at all meetings of the Council and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Council. He shall also have such other powers and duties as may be provided by these by-laws or assigned to him from time to time by the Board.

²⁵ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

²⁶ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

Section 5. VICE-PRESIDENT. The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. He shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 6. SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board of Directors, give all notices thereof as provided by these by-laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Council as the Board may direct, and in general, perform all the duties, incident to the office of Secretary.

Section 7. TREASURER. The Treasurer shall maintain and keep the financial records and books of account of the Council, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Council of all its funds and securities.

Section 8. AUDITOR. The Council shall appoint annually a public accountant or accounting firm as auditor, who shall not be an officer of the Council nor own any interest in any apartment, to audit the books and financial records of the Council.

ARTICLE IV ADMINISTRATION

Section 1. MANAGEMENT. The Board of Directors shall at all times manage and operate the project and have such powers and duties as may be necessary or proper therefor including without limitation the following:

- a. Supervision of the immediate management and operation of the project;
- b. Maintenance; repair, replacement and restoration of the common elements and any additions and alterations thereto;
- c. Purchase, maintenance and replacement of any equipment and provisions of all water and utility services required for the common elements;
- d. Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expense as determined by the Board;
- e. Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the project;
- f. Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;

g. Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;

h. Purchase and maintenance in effect of all policies of hazard, including but not limited to fire and extended coverage, and liability insurance for the project required by the Master Deed and such other insurance and bonds as may be required or authorized by the Master Deed or the Board;

i. Notification of all persons having any interest in any apartment, according to the Council's record of ownership, of delinquency exceeding 30 days in the payment of any assessment against such apartment.

j.²⁷ Borrow money on behalf of the Council when required to finance the operation, care, upkeep and maintenance of the common elements; provided, however, that the borrowing of money must be approved by a vote of a majority of apartment owners present in person or proxy at a meeting duly called in accordance with these By-Laws. Said approval of the apartment owners is only necessary when the sum to be borrowed is in excess of twenty percent (20%) of the Council's total income for the prior year.

Section 2. MANAGING AGENT.²⁸ The Board of Directors, on behalf of the Council, may employ a responsible person or entity as Managing Agent to manage and control the Project subject at all times as directed by the Board, with the administrative functions set forth specifically in Article IV, Section 1 of the By-Laws, and such other powers and duties and at such compensation as the Board may establish. The Managing Agent shall be licensed to provide management services in the Commonwealth of Virginia. Any agreement for professional management of the Project shall provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice, and with cause upon thirty (30) days or less written notice. The maximum contract term for any contract with a Managing Agent shall be three (3) years.

Section 3. REPRESENTATION. The President or Managing Agent subject to the direction of the Board of Directors, shall represent the Council or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Council, the common elements or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any apartment owners individually to appear, sue or be sued. Service of process on two or more apartment owners in any such action, suit or proceeding may be made on the President or Managing Agent. Every Managing Agent shall also be the agent of

²⁷ Amended 12/15/16 – First Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9619, pages 377-392.

²⁸ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

the respective sub-lessees under any apartment leases filed with the Board of the collection, custody and payment of all rent, taxes assessments and other charges thereunder payable to their lessors.

Section 4. EXECUTION OF INSTRUMENTS. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Council by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice President and by the Treasurer or Secretary.

ARTICLE V OBLIGATIONS OF APARTMENT OWNERS

Section 1.²⁹ ASSESSMENTS. All co-owners shall pay to the Council in advance periodic installments of assessments against their respective apartments for common expenses in accordance with the Master Deed.

Section 2. MAINTENANCE OF APARTMENTS. Every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and the interior decorated or finished surfaces of all walls, floors and ceilings of such apartment, with all necessary repairs and amendments whatsoever in good order and condition except as otherwise provided by law or the Master Deed, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every apartment owner and occupant shall reimburse the Council promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Board or Managing Agent of any such loss or damage or other defect in the project when discovered.

Section 3. USE OF PROJECT.

- a. All apartments of the project shall be used only for residential purposes and other uses that are approved by the Council.
- b. All common elements of the project shall be used only for their respective purposes as designed.

²⁹ Amended 12/15/16 – First Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9619, pages 377-392.

c. No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walk-ways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

d. Every apartment owner and occupant shall at all times keep his apartment and any entry, and service area appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Council for the time being applicable to the use of the project.

e. No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project nor alter or remove any furniture, furnishings or equipment of the common elements.

f. No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills, whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Master Deed) including all owners or apartments thereby directly affected.

g. No apartment owner shall decorate or landscape any entrance, hallway, planting area appurtenant to his apartment except in accordance with standards therefor established by the Board of Directors or specific plans approved in writing by the Board. No entrance door, balcony doors or balcony shall be altered in any manner, including repainting or refinishing, without express written approval of the Board of Directors.

h. All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

i. No garments, rugs or other objects shall be hung from the windows or facades of the project.

j. No rugs or other objects shall be dusted or shaken from the windows or the project or cleaned by beating or sweeping on any hallway or exterior part of the project.

k. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.

l. No livestock, poultry, rabbits or other animals whatsoever including dogs, cats and other household pets, except as approved by Council, shall be allowed or kept in any part of project.

m. No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or

air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof.

n. Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Council.

Section 4. HOUSE RULES. The Board of Directors, upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Council and opportunity to be heard thereon, may adopt, amend or repeal any supplemental rules and regulations governing details of the operation and use of the project not inconsistent with any provision of law, the Master Deed or these by-laws.

Section 5.³⁰ EXPENSES OF ENFORCEMENT. All co-owners shall pay to the Council promptly on demand all assessments, late charges, fees, costs of collection including reasonable attorney's fees and interest imposed by the Board of Directors, on behalf of the Council incurred in collection any delinquent assessments, foreclosing its lien or enforcing any provision of the Master Deed or these By-Laws against such owner or occupant of an apartment.

Section 6. RECORD OF OWNERSHIP. Every apartment owner shall promptly cause to be duly recorded or filed of record the unit deed, lease, assignment or other conveyance to him of such apartment other than sub-lease; or other evidence of his title thereto. Every owner shall file such evidence of his title to the unit or right to use such unit with the Board of Directors or Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Council.

Section 7. MORTGAGES. Any apartment Owner who mortgages his apartment or any interest therein shall notify the Board of Directors or Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any assessments against such apartment then due and unpaid.

ARTICLE VI MISCELLANEOUS

Section 1. AMENDMENT.³¹ These By-Laws may be amended in any respect not inconsistent with provisions of law or the Master Deed only by agreement of apartment owners to which two-thirds

³⁰ Amended 12/15/16 – First Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9619, pages 377-392.

³¹ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

(2/3rds) of the votes in the Council appertain in accordance with the requirements in section 55-79.71 of the Virginia Condominium Act, except in cases where the Virginia Condominium Act specifically provides different methods of amendment, but such amendment shall become effective only upon the recording among the land records of the City of Alexandria, Virginia, of an amendment to these By-Laws setting forth such amendment of these By-Laws.

Section 2. INDEMNIFICATION.³² The Council shall indemnify every officer and director of the Council against any and all expenses, including reasonable attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council) to which said officer or director may be made a party by reason of being or having been an officer or director of the Council whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Council shall not be liable to the members of the Council for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith or knowing violations of criminal law. The officers and directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council or the Project (except to the extent that such officers or directors may also be owners of apartments) and the Council shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Council, or former officer or director of the Council, may be entitled.

Section 3. SUBORDINATION. These by-laws are subordinate and subject to all provisions of the Master Deed and any amendments thereto and the Horizontal Property Act (as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Master Deed or said Horizontal Property Act.

Section 4. INTERPRETATION. In case any provisions of these by-laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these by-laws shall be deemed or construed to authorize the Council or Board of Directors to conduct or engage in any active business for profit of any or all of the apartment owners.

Section 5. USE OF TECHNOLOGY³³

a. Due to the development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under these By-Laws or Master Deed (as amended) may be accomplished using the

³² Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

³³ Amended 12/15/16 – Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, Book 1600/9618, pages 354-376.

most advanced technology available at the time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of these By-Laws and the Master Deed dealing with notices, payments, signatures, votes, consents or approvals.

b. Electronic transmission and other equivalent methods. The Council, apartment owners, and other persons entitled to occupy an apartment may perform any obligation or exercise any right under these By-Laws or the Master Deed by any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community or other network, whether by direct connection, intranet, telecopies, or electronic mail.

c. Signature Requirements. Subject to the requirements of federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under these By-Laws or the Master Deed.

d. Voting rights. Voting, consent to and approval of any matter under these By-Laws, the Master Deed or the applicable provisions of the Virginia Condominium Act may be accomplished by electronic transmission or other equivalent technological means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.

e. Nontechnology alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Council shall make reasonable accommodation, at its expense, for such person to conduct business with the Council without use of such electronic or other means.