

1 Return to:  
2 Whiteford, Taylor & Preston, LLP  
3 3190 Fairview Park Drive, Suite 800  
4 Falls Church, Virginia 22042

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9 **THIS AMENDMENT PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH**  
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12 **2023 FOURTH AMENDMENT**  
13 **TO THE MASTER DEED AND BY-LAWS OF THE COUNCIL OF CO-OWNERS OF**  
14 **ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES**

03/28/2023

**BY APARTMENT NUMBER**

<u>Apt Number</u>	<u>Assessor's Map</u>	<u>Apt Number</u>	<u>Assessor's Map</u>	<u>Apt Number</u>	<u>Assessor's Map</u>	<u>Apt Number</u>	<u>Assessor's Map</u>
105	057.03-08-0105	601	057.03-08-0601	1005	057.03-08-1005	1510	057.03-08-1510
106	057.03-08-0106	602	057.03-08-0602	1006	057.03-08-1006	1511	057.03-08-1511
201	057.03-08-0201	603	057.03-08-0603	1007	057.03-08-1007	1512	057.03-08-1512
202	057.03-08-0202	604	057.03-08-0604	1008	057.03-08-1008	1601	057.03-08-1601
203	057.03-08-0203	605	057.03-08-0605	1009	057.03-08-1009	1602	057.03-08-1602
204	057.03-08-0204	605	057.03-08-0605	1010	057.03-08-1010	1603	057.03-08-1603
205	057.03-08-0205	606	057.03-08-0606	1011	057.03-08-1011	1604	057.03-08-1604
206	057.03-08-0206	607	057.03-08-0607	1012	057.03-08-1012	1605	057.03-08-1605
207	057.03-08-0207	608	057.03-08-0608	1101	057.03-08-1101	1606	057.03-08-1606
208	057.03-08-0208	609	057.03-08-0609	1102	057.03-08-1102	1607	057.03-08-1607
209	057.03-08-0209	610	057.03-08-0610	1103	057.03-08-1103	1608	057.03-08-1608
210	057.03-08-0210	611	057.03-08-0611	1104	057.03-08-1104	1609	057.03-08-1609
211	057.03-08-0211	612	057.03-08-0612	1105	057.03-08-1105	1610	057.03-08-1610
212	057.03-08-0212	701	057.03-08-0701	1106	057.03-08-1106	1611	057.03-08-1611
301	057.03-08-0301	702	057.03-08-0702	1107	057.03-08-1107	1612	057.03-08-1612
302	057.03-08-0302	703	057.03-08-0703	1108	057.03-08-1108	1701	057.03-08-1701
303	057.03-08-0303	704	057.03-08-0704	1109	057.03-08-1109	1702	057.03-08-1702
304	057.03-08-0304	705	057.03-08-0705	1110	057.03-08-1110	1703	057.03-08-1703
305	057.03-08-0305	706	057.03-08-0706	1111	057.03-08-1111	1704	057.03-08-1704
306	057.03-08-0306	707	057.03-08-0707	1112	057.03-08-1112	1705	057.03-08-1705
306	057.03-08-0306	708	057.03-08-0708	1201	057.03-08-1201	1706	057.03-08-1706
307	057.03-08-0307	709	057.03-08-0709	1202	057.03-08-1202	1707	057.03-08-1707
308	057.03-08-0308	710	057.03-08-0710	1203	057.03-08-1203	1708	057.03-08-1708
309	057.03-08-0309	711	057.03-08-0711	1204	057.03-08-1204	1709	057.03-08-1709
310	057.03-08-0310	712	057.03-08-0712	1205	057.03-08-1205	1710	057.03-08-1710
311	057.03-08-0311	801	057.03-08-0801	1206	057.03-08-1206	1711	057.03-08-1711
312	057.03-08-0312	802	057.03-08-0802	1207	057.03-08-1207	1712	057.03-08-1712
401	057.03-08-0401	803	057.03-08-0803	1208	057.03-08-1208	1801	057.03-08-1801
402	057.03-08-0402	804	057.03-08-0804	1209	057.03-08-1209	1802	057.03-08-1802
403	057.03-08-0403	805	057.03-08-0805	1210	057.03-08-1210	1803	057.03-08-1803
404	057.03-08-0404	806	057.03-08-0806	1211	057.03-08-1211	1804	057.03-08-1804
405	057.03-08-0405	807	057.03-08-0807	1212	057.03-08-1212	1805	057.03-08-1805
406	057.03-08-0406	808	057.03-08-0808	1401	057.03-08-1401	1806	057.03-08-1806
406	057.03-08-0406	809	057.03-08-0809	1402	057.03-08-1402	1807	057.03-08-1807
407	057.03-08-0407	810	057.03-08-0810	1403	057.03-08-1403	1808	057.03-08-1808
408	057.03-08-0408	811	057.03-08-0811	1404	057.03-08-1404		
409	057.03-08-0409	812	057.03-08-0812	1405	057.03-08-1405		
410	057.03-08-0410	901	057.03-08-0901	1406	057.03-08-1406		
411	057.03-08-0411	902	057.03-08-0902	1407	057.03-08-1407		
412	057.03-08-0412	903	057.03-08-0903	1408	057.03-08-1408		
501	057.03-08-0501	904	057.03-08-0904	1409	057.03-08-1409		
502	057.03-08-0502	905	057.03-08-0905	1410	057.03-08-1410		
503	057.03-08-0503	906	057.03-08-0906	1411	057.03-08-1411		
504	057.03-08-0504	907	057.03-08-0907	1412	057.03-08-1412		
505	057.03-08-0505	908	057.03-08-0908	1501	057.03-08-1501		
506	057.03-08-0506	909	057.03-08-0909	1502	057.03-08-1502		
507	057.03-08-0507	910	057.03-08-0910	1503	057.03-08-1503		
508	057.03-08-0508	911	057.03-08-0911	1504	057.03-08-1504		
508	057.03-08-0508	912	057.03-08-0912	1505	057.03-08-1505		
509	057.03-08-0509	1001	057.03-08-1001	1506	057.03-08-1506		
510	057.03-08-0510	1002	057.03-08-1002	1507	057.03-08-1507		
511	057.03-08-0511	1003	057.03-08-1003	1508	057.03-08-1508		
512	057.03-08-0512	1004	057.03-08-1004	1509	057.03-08-1509		

17 **2023 FOURTH AMENDMENT**  
18 **TO THE MASTER DEED AND BY-LAWS**  
19 **OF THE COUNCIL OF CO-OWNERS OF**  
20 **ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES**  
21

22 **THIS 2023 FOURTH AMENDMENT** to the Master Deed and By-Laws of the Council  
23 of Co-Owners of Alexandria Knolls West Condominium Homes (“2023 Fourth Amendment to the  
24 Master Deed and By-laws”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Council of  
25 Co-Owners of Alexandria Knolls West Condominium Homes (hereinafter referred to as  
26 “Council”).

27 WITNESSETH:

28  
29 **WHEREAS**, the Master Deed for Alexandria Knolls West Condominium Homes was duly  
30 executed on the 14<sup>th</sup> day of February, 1974, and recorded in Deed Book 772 at Page 585, *et seq.*,  
31 among the land records of the City of Alexandria, Virginia (“Land Records”);

32 **WHEREAS**, the duly adopted By-Laws of the Council are attached to, and specifically  
33 made part of, the Master Deed as Schedule C thereof, and was recorded in Deed Book 772 at Page  
34 616, *et seq.*, among the Land Records;

35 **WHEREAS**, an Amendment to the Master Deed dated March 22, 1974 was recorded in  
36 Deed Book 775 at page 2, *et seq.*, on April 12, 1974;

37 **WHEREAS**, a Second Amendment to the Master Deed dated July 5, 1974 was recorded  
38 in Deed Book 786 at page 731, *et seq.*, on October 9, 1974;

39 **WHEREAS**, an Amendment to Master Deed dated July 6, 1982 was recorded in Deed  
40 Book 1068 at page 45, *et seq.*;

41 **WHEREAS**, a 2016 First Amendment to the Master Deed and By-Laws dated December  
42 15, 2016 was recorded as Instrument #160019619 at Page 377, *et seq.*, among the Land Records;

43 **WHEREAS**, a 2016 Second Amendment to the Master Deed and By-Laws dated  
44 December 15, 2016 was recorded as Instrument #160019618 at Page 354, *et seq.*, among the Land  
45 Records;

46           **WHEREAS**, as evidenced by the Certification appended as **EXHIBIT 1** hereto, in  
47 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED** and Va. Code Ann.  
48 § 55.1-1934 as amended (1950), the requisite majority of Co-Owners required for approval, have  
49 signed ratifications approving and ratifying this 2023 Fourth Amendment to the Master Deed and  
50 By-Laws; and

51           **WHEREAS**, as evidenced by the Certification appended as **EXHIBIT 2** hereto, in  
52 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED**, at least a majority of  
53 the mortgagees have consented to this 2023 Fourth Amendment to the Master Deed and By-Laws,  
54 either in writing or by operation of Va. Code § 55.1-1941 as amended (1950).

55           **NOW, THEREFORE**, the Master Deed and By-Laws of the Council of Co-Owners of  
56 Alexandria Knolls West Condominium Homes are hereby amended as follows:

57  
58 **1.     ARTICLE XVI – INSURANCE of the Master Deed is hereby deleted in its entirety**  
59 **and the following is substituted in its place:**

60           **ARTICLE XVI – INSURANCE AND REPAIR AND RECONSTRUCTION IN**  
61 **CASE OF FIRE OR OTHER CASUALTY**

62           a.     Authority to Purchase.

63                 1.     The Board of Directors (the “Board”) for the benefit of each Co-Owner and  
64 each apartment, as a Common Expense, shall obtain and maintain all insurance policies relating to  
65 the Project. Neither the Board nor the Managing Agent shall be liable for any failure of the Council  
66 to obtain any insurance coverage required by this Article if such failure is due to: (i) the  
67 unavailability of such coverage from reputable insurance companies; or (ii) such coverages are  
68 available only at a demonstrably unreasonable cost; provided the Board or the Managing Agent  
69 provides a written notice within ten (10) calendar days to all the Co-Owners stating the reason(s)  
70 the insurance could not be obtained.

71                 2.     The Board shall obtain insurance coverages, which provides that: (i) the  
72 insurer waives its right to sue the Board, the Council, the Managing Agent or the Co-Owners and  
73 their respective agents, employees, and guests, and in the case of Co-Owner, the members of their  
74 household, in order to subrogate an insurance claim; (ii) the insurer cannot cancel, invalidate, or  
75 suspend the policy because of the conduct of any member of the Board or its officers, or

76 employees, any Co-Owner or such Co-Owner's family members, invitees, agents, employees, or  
77 guests, or the Managing Agent or its officers or employees, without prior written demand to the  
78 Board to cure such conduct and the allowance of a reasonable time within which to effect such  
79 cure; (iii) the insurer cannot cancel or substantially modify the policy without providing at least  
80 sixty (60) days advance notice to the Board and the Managing Agent and, in the case of physical  
81 damage insurance, to all mortgagees; and (iv) the named insured under any such policies shall be  
82 the Council, as trustee for the Co-Owners.

83 3. If available, all policies shall be written with a company or companies  
84 licensed to do business in the Commonwealth of Virginia. All such policies shall also provide, to  
85 the extent possible, that until the expiration of sixty (60) days from the date of written notice to a  
86 mortgagee of any apartment, the mortgagee's insurance coverage shall not be affected or  
87 jeopardized by any act or conduct of the Co-Owner of such apartment, any other Co-Owner(s), the  
88 Board of Directors or any of their respective agents, employees, or household members, nor  
89 canceled for nonpayment of premiums.

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

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

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

104 b. Physical Damage Insurance.

105                   1.       The Board shall obtain and maintain a “Special Causes of Loss” policy of  
106 property insurance equal to the full guaranteed replacement value of the Condominium, (i.e., 100%  
107 of current “replacement cost,” less a reasonable deductible amount exclusive of land, foundation,  
108 excavation and other items normally excluded from coverage) with an Agreed Amount  
109 Endorsement, including all building service equipment and floor coverings, kitchen or bathroom  
110 fixtures, cabinets, electrical fixtures, and appliances within the apartments. The policy shall not  
111 include furniture, furnishings, fixtures, carpeting, equipment and other personal property of the  
112 Co-Owner, or any betterments and improvements installed by Co-Owners. The amount of  
113 coverage is to be determined annually by the Board of Directors.

114                   2.       The master condominium policy must provide at least the following  
115 protection: (i) loss or damage by fire and other hazards covered by the standard extended coverage  
116 endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious  
117 mischief, windstorm and, to the extent determined by the Board of Directors, water damage; and  
118 (ii) such other risks as are customarily covered in similar projects.

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

124                   4.       A “no other insurance” clause expressly excluding individual Co-Owners’  
125 policies from its operation so that the physical damage policy purchased by the Board shall be  
126 deemed primary coverage and any individual Co-Owner’s policies shall be deemed excess  
127 coverage. In no event shall the insurance coverage obtained and maintained by the Board of  
128 Directors on behalf of the Council hereunder provide for or be brought into contribution with  
129 insurance purchased by individual Co-Owners or their mortgagees, unless required by law.

130                   c.       Liability Insurance.

131                   1.       The Board shall obtain and maintain comprehensive general liability,  
132 defamation, slander, false arrest and invasion of privacy coverage, and liability coverage for acts  
133 of the Council, officers and directors of the Council, and property damage insurance in a limit no  
134 less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Council, each member

135 of the Board, the Managing Agent, each Co-Owner and those entitled to occupy any apartment  
136 against any liability to the public or to the Co-Owner(s) and their invitees, agents, and employees,  
137 arising out of or incidental to, the ownership and/or use of the Common Elements. Such insurance  
138 shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability  
139 endorsement under which the rights of a named insured under the policy shall not be prejudiced  
140 with respect to Co-Owner's action against another named insured; (ii) hired and non-owned  
141 vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the  
142 Council; (iv) deletion of the normal products exclusion with respect to events sponsored by the  
143 Council; and (v) a "severability of interest" endorsement which shall preclude the insurer from  
144 denying liability to a co-owner because of negligent acts of the Council or another Co-Owner.

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

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

151 1. Fidelity bond or employee dishonesty coverage to protect against dishonest  
152 acts on the part of officers, directors, trustees, and persons employed by the Council and any other  
153 persons who handle, or who are responsible for handling, the funds of the Council, including the  
154 Managing Agent and employees of the Managing Agent. Such fidelity coverage or bonds shall:  
155 (i) be written and maintained in an amount not less than the current amount required in the Virginia  
156 Condominium Act, or the current amounts required by mortgagees, or government agencies,  
157 whichever is greater; and (ii) contain waivers of any defense based upon the exclusion of persons  
158 who serve without compensation from any definition of "employee" or similar expression;

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

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

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

163 e. Individual Insurance. Each Co-Owner and any tenant of such Co-Owner, at their  
164 own expense, shall obtain additional insurance for Co-Owner's apartment and for Co-Owner's

165 benefit in order to cover losses not covered by the insurance maintained for the Council including  
166 but not limited to the risk of loss or damage to Co-Owner's personal property, and for any  
167 improvements, made to the apartment. The policy shall include the same waiver of subrogation  
168 provision as that is required in subparagraph a (2) of this Article. Upon request of the Council, a  
169 Co-Owner shall produce a Certificate of Insurance or such other proof of insurance maintained for  
170 the Co-Owner's apartment within five (5) calendar days of the receipt of request.

171 f. Insurance Trustee.

172 1. The Board shall have the right, but shall not be required, to designate any  
173 federally-insured depository institution, trust company, management agent, insurance company,  
174 law firm, institutional/non-institutional lender, or the Council as the "Insurance Trustee," and all  
175 parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance  
176 Trustee, at the time of the deposit of such policies and endorsements, shall acknowledge that the  
177 policies and any proceeds therefrom shall be held in accordance with the terms of this Master  
178 Deed.

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

186 g. Board of Directors as Agent. By acceptance of title to an apartment, each Co-  
187 Owner irrevocably appoints the Board of Directors as the Co-Owners' agent for insurance claim  
188 purposes under any policy procured by the Board of Directors for the Council. Acting pursuant to  
189 such agency, the Board of Directors shall file all claims arising under insurance policies of the  
190 Council.

191 h. Premiums and Deductibles. The Council shall pay all premiums for the Council's  
192 insurance policies as a Common Expense. In order to obtain a policy at the most reasonable price  
193 for the Council, all factors considered, the Board may agree to a deductible clause(s), which causes  
194 the Council to absorb the first part of a covered loss. Accordingly, any insurance deductible under



195 the master casualty insurance policy shall be paid by the Council as a Common Expense, if the  
196 cause of the damage to or destruction of any portion of the Condominium Project originated in or  
197 through the Common Elements, or an apparatus located within the Common Elements. However,  
198 a Co-Owner shall pay such deductible, if the cause of any damage to or destruction of any portion  
199 of the Project originated in or through an apartment or any component thereof without regard to  
200 whether the Co-Owner was negligent.

201 i. Repair and Replacement in Case of Fire or Other Casualty.

202 1) Reconstruction. If any part of the Project shall be damaged by fire or other  
203 casualty, the determination of whether or not to reconstruct or repair the same shall be made as  
204 follows, subject to the provisions of the Master Deed:

205 a) Where there is a partial destruction, which shall be deemed to mean  
206 destruction which does not render two-thirds (2/3) or more of the apartments untenable, there  
207 shall be compulsory reconstruction or repair.

208 b) Where there is total destruction and which shall be deemed to mean  
209 destruction which does render two-thirds (2/3) or more of the apartments untenable,  
210 reconstruction or repair shall not be compulsory unless at a meeting which shall be called within  
211 ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not  
212 been finally adjusted, then within one hundred twenty (120) days after the occurrence of the  
213 casualty, at least eighty percent (80%) of the Co-Owners vote in favor of such reconstruction or  
214 repair.

215 c) If the building or any improvements standing or erected upon the  
216 Project shall be destroyed or damaged by some casualty and such destroyed or damaged property  
217 is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent  
218 of the replacement value of the property destroyed or damaged; and as nearly similar as practicable  
219 to the character of the building or improvements existing immediately prior to such casualty. Any  
220 reconstruction or repair shall be done in accordance with the outstanding building code  
221 requirements of the Commonwealth of Virginia and may be done with contemporary building  
222 materials and achieved by using updated construction systems and technology.

223 If the damage is only to those parts of one apartment for which the responsibility  
224 of maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be responsible for

225 reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the  
226 Board of Directors, for the applicable insurance proceeds. In all other instances, the responsibility  
227 and repair after casualty shall be that of the Board of Directors.

228           2)       Assessment if Insurance is Inadequate. Immediately after a casualty  
229 causing damage to property for which the Board of Directors has the responsibility of maintenance  
230 and repair, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged  
231 property in as good a condition as it was before the casualty. Such costs may include professional  
232 fees and premiums for such bonds as the Board desires. If the proceeds of insurance are not  
233 sufficient to defray such estimated costs, a special assessment shall be made against all the  
234 apartments in proportion to the common interest of the apartments, in sufficient amounts to provide  
235 funds to pay the estimated costs. If at any time during reconstruction and repair, or upon  
236 completion of reconstruction or repair, the funds for payment of the costs thereof are insufficient,  
237 assessments shall be made against all of the apartments in proportion to their respective common  
238 interests in sufficient amounts to provide funds for the payment of such costs. Notwithstanding  
239 anything to the contrary contained herein, the Council shall not be responsible for any item of  
240 reconstruction, repair, maintenance, or replacement (including the costs thereof) or consequential  
241 or incidental damage to any Unit, for which it would not otherwise be responsible under the  
242 provisions of these By-Laws, unless such loss or damage was occasioned through the fault of the  
243 Council. This provision shall be deemed to include the payment by the Co-Owners of any  
244 deductible amount for any insurance policies maintained by the Council.

245           3)       Construction Fund. The net proceeds of insurance collected on account of  
246 a casualty and any funds collected by the Board from special assessments against Co-Owners as a  
247 result of such casualty shall constitute a construction fund, which shall be disbursed in payment of  
248 the cost of reconstruction and repair as set forth in this Section. The Board shall have the right  
249 (but not the obligation) to designate a federally-insured financial institution, trust company,  
250 managing agent, an institutional lender, the Board, or the Council, as an Insurance Trustee, and all  
251 parties beneficially interested in such insurance coverage shall be bound hereby. If the net  
252 proceeds of insurance collected on account of a casualty exceed One Hundred Thousand Dollars  
253 (\$100,000.00), then the funds collected by the Board from assessments against the Co-Owners  
254 may be deposited with the Insurance Trustee, and the entire construction fund may be held by the

255 Insurance Trustee, if any, and disbursed as directed by the Board. The Insurance Trustee, if any,  
256 shall at the time of the deposit of such policies and endorsement acknowledge that the policies and  
257 any insurance proceeds therefrom will be held in accordance with the terms of this Master Deed.  
258 The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies,  
259 the sufficiency of the coverage, the form or content of the policies, the correctness of any amounts  
260 received by it on account of the proceeds of any insurance policies, nor the failure to collect any  
261 insurance proceeds. The sole duty of the Insurance Trustee shall be to receive any insurance  
262 proceeds as are paid to it, and to hold the same in trust in an interest-bearing account, or instruments  
263 to the extent available in the market place and permissible under the terms of the insurance policies,  
264 or as elsewhere stated in this Master Deed or the By-Laws, for the benefit of the Co-Owners and  
265 the mortgagees.

266 4) Method of Disbursement. The Board or the Insurance Trustee, as the case  
267 may be, shall make appropriate progress payments to such contractors, suppliers, and laborers  
268 performing the repair and reconstruction work as the Board shall determine.

269 5) Surplus. The first monies disbursed in payment of costs of repair and  
270 reconstruction shall be from insurance and if there is a balance in the construction fund after  
271 payment of all the costs of repair and reconstruction for which the fund is established, such balance  
272 shall at the determination of the Board, either be deposited in the Council general operating  
273 account, applicable reserve account, or rebated to those Co-Owners who funded such construction  
274 fund in proportion to the respective amounts paid by such Co-Owners.

275 6) Common Elements. When the damage is to both the Common Elements  
276 and apartments, the insurance proceeds shall be applied first to the cost of repair and reconstruction  
277 of the Common Elements and the balance to the cost of repair and reconstruction of apartments.

278 7) Certificate. The Insurance Trustee, if any, shall be entitled to rely upon a  
279 certificate executed by the President or Vice President, and the Secretary of the Council certifying:  
280 (i) whether the damaged property is to be repaired or reconstructed; (ii) the name of the payee and  
281 the amount to be paid with respect to disbursements from any construction fund held by the  
282 Insurance Trustee whether surplus funds to be distributed are less than the assessments paid by the  
283 co-owners; (iii) all other matters concerning the holding and disbursing of any construction funds

284 held by the Insurance Trustee; and (iv) any such certificate shall be delivered to the Insurance  
285 Trustee, if any, promptly after request.

286 8) When Reconstruction Not Required. In the event the Board elects not to  
287 repair any damage to the Common Elements, any insurance proceeds received on account of such  
288 damage shall be distributed among the Co-Owners in proportion to their respective proportionate  
289 share of the common interests appertaining to Co-Owners' apartment. If the Project shall be  
290 terminated, in accordance with the termination provisions of the Virginia Condominium Act, the  
291 net assets of the condominium together with the net proceeds of any insurance policies, shall be  
292 divided by the Board or the Insurance Trustee, as the case may be, among the Co-Owners in  
293 proportion to their respective proportionate share of the common interests, after first paying out of  
294 the share of each Co-Owners, to the extent funds are available, the amount of any unpaid liens on  
295 Co-Owner's apartment in the order of priority of such liens.

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297 **2. There are no further changes to the Master Deed or By-Laws.**

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(Signatures Start on Next Page)

03/28/2023

299           **IN WITNESS WHEREOF**, the undersigned have caused this 2023 Fourth Amendment  
300 to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West  
301 Condominium Homes to be executed in its name on behalf of the Council following the required  
302 approval of the Co-Owners and their respective mortgagees pursuant to the due and proper  
303 authority as of the date set forth above.

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**COUNCIL OF CO-OWNERS OF ALEXANDRIA  
KNOLLS WEST CONDOMINIUM HOMES**

306

307

308

By \_\_\_\_\_

309

\_\_\_\_\_, President

310

311 COMMONWEALTH OF VIRGINIA :

312 CITY OF \_\_\_\_\_ :

313

314           I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify  
315 that \_\_\_\_\_, President of the Council of Co-Owners of Alexandria Knolls  
316 West Condominium Homes, whose name is signed to this 2023 Fourth Amendment to the Master  
317 Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium  
318 Homes, has personally acknowledged the same before me in my county aforesaid.

319 Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Notary Public

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324 My Commission Expires: \_\_\_\_\_

325 Notary Registration No.: \_\_\_\_\_

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**COUNCIL OF CO-OWNERS OF ALEXANDRIA  
KNOLLS WEST CONDOMINIUM HOMES**

By \_\_\_\_\_  
\_\_\_\_\_, Secretary

COMMONWEALTH OF VIRGINIA :  
CITY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, Secretary of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, whose name is signed to this 2023 Fourth Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, has personally acknowledged the same before me in my county aforesaid.

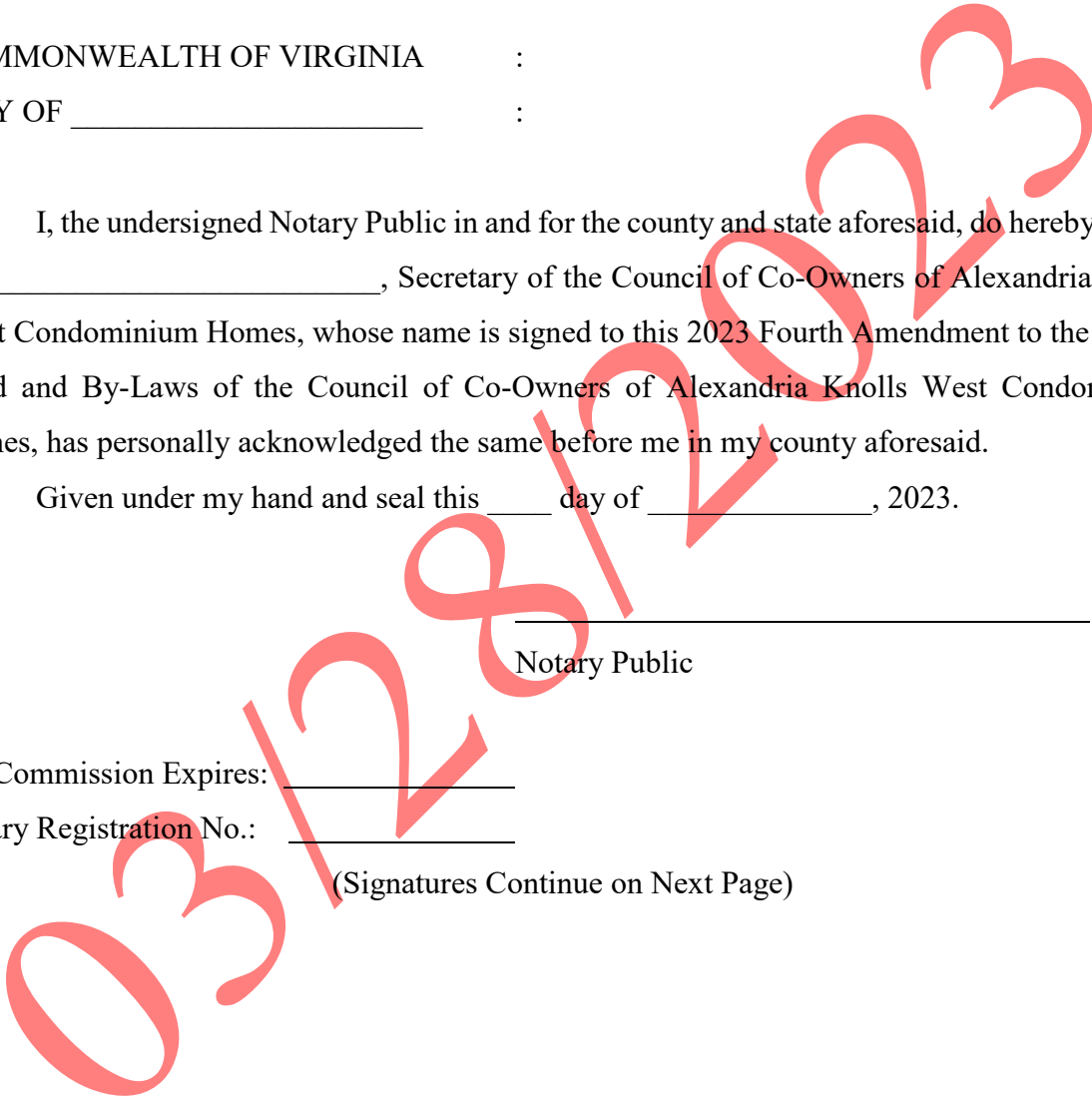
Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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**EXHIBIT 1**  
**CERTIFICATION**

In accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED and Sections 55.1-1900, 55.1-1934, and 55.1-1941 of the Virginia Condominium Act, I, \_\_\_\_\_, President and principal officer of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, hereby certify that at least a majority of the mortgagees have consented to the adoption of this 2023 Fourth Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes.

**COUNCIL OF CO-OWNERS OF ALEXANDRIA  
KNOLLS WEST CONDOMINIUM HOMES**

By \_\_\_\_\_  
\_\_\_\_\_, President

COMMONWEALTH OF VIRGINIA :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, President of Council of Co-Owners of Alexandria Knolls West Condominium Homes, whose name is signed to this CERTIFICATION, has personally acknowledged the same before me in my county aforesaid.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

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**EXHIBIT 2**  
**CERTIFICATION**

In accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED and Sections 55.1-1900, 55.1-1934, and 55.1-1941 of the Virginia Condominium Act, I, \_\_\_\_\_, President and principal officer of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, hereby certify that at least a majority of the mortgagees have consented to the adoption of this 2023 Fourth Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium Homes.

**COUNCIL OF CO-OWNERS OF ALEXANDRIA  
KNOLLS WEST CONDOMINIUM HOMES**

By \_\_\_\_\_  
\_\_\_\_\_, President

COMMONWEALTH OF VIRGINIA :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, President of Council of Co-Owners of Alexandria Knolls West Condominium Homes, whose name is signed to this CERTIFICATION, has personally acknowledged the same before me in my county aforesaid.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_