

Return to:

Whitefield, Taylor & Preston, L.L.P.
3190 Fairview Park Drive, Suite 800
Falls Church, Virginia 22042

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THIS AMENDMENT PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

**2023 FIFTH AMENDMENT
TO THE MASTER DEED AND BY-LAWS OF THE COUNCIL OF CO-OWNERS OF
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES**

05/18/2023

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		

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71 **2023 FIFTH AMENDMENT**

72 **TO THE MASTER DEED AND BY-LAWS OF THE COUNCIL OF CO-OWNERS OF**
73 **ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES**
74

75 **THIS 2023 FIFTH AMENDMENT** to the Master Deed and By-Laws of the Council of Co-Owners
76 of Alexandria Knolls West Condominium Homes (“2023 Fifth Amendment to the Master Deed
77 and By-Laws”) is made this ____ day of _____, 2023, by the Council of Co-Owners
78 of Alexandria Knolls West Condominium Homes (hereinafter referred to as “Council”).

79 **WITNESSETH:**

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

83 **WHEREAS**, the duly adopted By-Laws of the Council are attached to, and specifically made
84 part of, the Master Deed as Schedule C thereof, and was recorded in Deed Book 772 at Page
85 616, *et seq.*, among the Land Records;

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

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

90 **WHEREAS**, an Amendment to Master Deed dated July 6, 1982 was recorded in Deed Book
91 1068 at page 45, *et seq.*;

92 **WHEREAS**, a 2016 First Amendment to the Master Deed and By-Laws dated December 15,
93 2016 was recorded as Instrument #160019619 at Page 377, *et seq.*, among the Land Records;

94 **WHEREAS**, a 2016 Second Amendment to the Master Deed and By-Laws dated December 15,
95 2016 was recorded as Instrument #160019618 at Page 354, *et seq.*, among the Land Records;

96 **WHEREAS**, as evidenced by the **CERTIFICATION** appended as **EXHIBIT 2** hereto, in
97 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED** and Va. Code Ann § 55.1-
98 1934 as amended (1950), the requisite majority of Co-Owners have signed ratifications
99 approving and ratifying this 2023 Fifth Amendment to the Master Deed and By-Laws; and

100 **WHEREAS**, as evidenced by the **CERTIFICATION** appended as **EXHIBIT 3** hereto, in
101 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED**, at least a majority of the
102 mortgagees have consented to this 2023 Fifth Amendment to the Master Deed and By-Laws,
103 either in writing or by operation of Va. Code § 55.1-1941 as amended (1950).

104 **NOW, THEREFORE**, the Master Deed and By-Laws of the Council of Co-Owners of Alexandria
105 Knolls West Condominium Homes are hereby amended, restated, and reformatted for
106 consistency to include gender neutral language as follows, which is appended hereto as
107 **EXHIBIT 1:**

108

05/18/2023

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

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

117 By: _____
118 _____, President

119
120 COMMONWEALTH OF VIRGINIA :
121 CITY OF _____ :

122
123 I, the undersigned Notary Public in and for the county and state aforesaid, do hereby
124 certify that _____, President of the Council of Co-Owners of
125 Alexandria Knolls West Condominium Homes, whose name is signed to this 2023 Fifth
126 Amendment to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls
127 West Condominium Homes, has personally acknowledged the same before me in my county
128 aforesaid.

129 Given under my hand and seal this ____ day of _____, 2023.

130
131 _____
132 Notary Public

133 My Commission Expires: _____

134 Notary Registration No.: _____

135 (Signatures Continue on Next Page)

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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 Fifth 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: _____
Notary Registration No.: _____

05/18/2023

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EXHIBIT 1
FIRST AMENDED AND RESTATED MASTER DEED
FOR ALEXANDRIA KNOLLS WEST

THIS MASTER DEED¹, 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, DESCRIPTION OF THE PROPERTY OF ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES** 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 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

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

191 improvements to be constructed thereon to a horizontal property regime as provided in the
192 "Horizontal Property Act" as set forth in Chapter 4.1, Title 55, Code of Virginia. 1950. as
193 amended and in effect on the date of this Deed, and to sell and convey apartment units as
194 herein defined and as hereinafter described to various purchasers subject to the covenants,
195 conditions and restrictions herein reserved to be kept and reserved.

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

209 **ARTICLE I - DEFINITIONS**

210 Certain terms as used in this Deed shall be defined as follows, unless the context clearly
211 indicates a different meaning:

- 212 1. Act — Chapter 4.1, Title 55, Code of Virginia, as amended, known as the "**HORIZONTAL**
213 **PROPERTY ACT**", as amended, and in effect on the date of this Deed.
- 214 2. Apartment — any one of the dwelling units described in **SCHEDULE B, PERCENTAGE OF**
215 **COMMON INTERESTS BY APARTMENT NUMBER** of the Master Deed, attached hereto
216 and shall consist of:
 - 217 a. all the area within a living unit bounded by the undecorated or unfinished surfaces of the
218 perimeter walls or interior load bearing walls, the unfinished floors and ceilings
219 surrounding each unit and also shall include all the walls and partitions which are not
220 loadbearing within its perimeter walls, the inner decorated or finished surfaces of all
221 walls, floors and ceilings, the balcony, if any, the windows, entrance doors, balcony
222 doors and balcony railings. The undecorated or unfinished surfaces are defined as the
223 top surface of the undecorated concrete floor slab, the bottom surface of the concrete
224 ceiling slab, and the vertical plane contiguous to the outermost surface of the
225 plasterboard on the perimeter walls. The perimeter on the balcony wall shall be the
226 vertical plane that intersects the outermost projections of the balcony;

- 227 b. one parking stall or one parking space for one automobile without the parking garage
228 designated for use of the owner of the apartment;
- 229 c. all appliances and machinery exclusively appurtenant to the apartment;
- 230 d. the storage area located on the first floor of the building as reflected on **SCHEDULE A-**
231 **10, GROUND FLOOR STORAGE AREA** of the By-Laws; and
- 232 e. parking spaces and parking stalls to be sold to the Co-Owners as designated on the Plat
233 of the Master Deed.²
- 234 3. Board — Board of Directors of the Council of Co-Owners.
- 235 4. Common Elements — all of the project not a part of an apartment described in the
236 preceding subparagraph, including certain storage areas on ground floor to be assigned to
237 the units which shall be limited common elements.
- 238 5. Common Interests — the interest of all the Co-Owners in the common elements.
- 239 6. Co-Owner — person, firm corporation, partnership, association, trust or other legal entity, or
240 any combination thereof who owns an apartment or apartments as above defined.
- 241 7. Council of Co-Owners — all of the Co-Owners as defined in the immediately preceding
242 subparagraph.
- 243 8. Developer — **ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY**, or its
244 successors in interest.
- 245 9. Master Deed — this deed establishing the horizontal property regime.
- 246 10. Mortgage — also includes Deeds of Trust.
- 247 11. Occupant³ — a person entitled to occupy an apartment with the consent of the landlord, but
248 who has not signed the rental agreement and therefore does not have the financial
249 obligations as a tenant under the rental agreement.
- 250 12. Plat — the plat prepared by Walter L. Phillips, C.L.S. dated and recorded herewith, showing
251 the property and all improvements thereon as divided into common elements and
252 apartments.

² Reserved for 2023 First Amendment to Master Deed

³ Reserved for 2023 First Amendment to Master Deed

253 13. Project — all improvements and structures located on the property.

254 14. Property — the land on which the project is located.

255 **ARTICLE II - COMPLIANCE WITH MASTER DEED⁴**

256 1. All Co-Owners, their household members and/or tenants in residences and their guests,
257 invitees and licensees, and any other person who may in any manner use the Project or any
258 part thereof, shall be bound by and comply strictly with the provisions of this Master Deed,
259 the By-Laws, the rules and regulations, and all agreements, decisions and determinations of
260 the Council, as lawfully made or amended from time to time, and failure to comply with any
261 of the same shall be grounds for an action to recover sums due, for damages or injunctive
262 relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the
263 Council, or, in a proper case, by an aggrieved Co-Owner.

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

270 **ARTICLE III - EASEMENTS**

271 In addition to any exclusive easements hereby established in the common elements, the
272 apartments and common elements shall also have and be subject to the following easements:

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

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

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.

285 causing changes in the as-built structure of this condominium.

286 3. In accordance with the applicable provisions of the Virginia Condominium Act, there hereby
287 is reserved a right of access through each apartment, including the parking space and
288 storage areas, for the benefit of the Council, Board of Directors, any person(s) authorized by
289 the Board of Directors and any group of the foregoing, for the purpose of enabling the
290 exercise of the Board of Directors powers and duties, including (without limitation) making
291 inspections, correcting any conditions originating in an apartment that threatens another
292 apartment or the Common Elements, upkeep of the Common Elements within an apartment
293 or elsewhere in the Project, and correcting any condition which violates any provision of this
294 Master Deed or the By-Laws, the rules and regulations, the Virginia Condominium Act, or
295 any mortgage. Requests for entry shall be made in advance, and any such entry shall be
296 made at a time that is reasonably convenient to the Co-Owner; provided, however, that in
297 the case of an emergency such right of entry shall be immediate, whether the Co-Owner is
298 present at the time of entry or not, and the party exercising the right of entry shall not be
299 required to provide advance notice of such entry to the Co-Owner, or to receive permission
300 from the Co-Owner. For purposes of this section, "emergency" means any occurrence, or
301 threat thereof, whether natural or man-made, which results or may result in substantial injury
302 or harm to a person or substantial damage to or loss of real property or personal property.
303 For the purposes stated herein, the Council shall maintain a duplicate set of keys to each
304 apartment, and each Co-Owner shall be required to provide a duplicate set of keys for the
305 apartment to the Council for the locks on the main entry door to the apartment. Co-Owners
306 shall provide a duplicate set of keys for each new or additional lock installed on the main
307 entry door to the apartment within five (5) calendar days of the installation of the new or
308 additional locks. Notwithstanding the foregoing, no cause of action of any kind, including but
309 not limited to trespass, shall arise against the Board of Directors, the Council, any officer,
310 director, employee, or agent of the Council, or any person(s) authorized by the Board of
311 Directors or Council on account of their failure to inspect or otherwise ascertain any defects
312 or conditions associated therewith which occur in the apartment, or which may arise out of
313 their exercise of their right of entry into an apartment.⁵

314 **ARTICLE IV - ALTERATION AND TRANSFER OF INTERESTS**

315 The common interest and easements appurtenant to each apartment shall have a permanent
316 character and shall not be altered without the consent of all the apartment owners affected
317 expressed in an amendment to this Master Deed duly recorded. The common interest and
318 easements shall not be separated from the apartment to which they appertain and shall be
319 deemed to be conveyed, lease or encumbered with such apartment even though such interest

⁵ Reserved for 2023 Second Amendment to Master Deed

320 or easements are not expressly mentioned or described in the conveyance or other instrument.

321 **ARTICLE V - PARTITION**

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

324 **ARTICLE VI - USE**

325 All apartments of the project shall be used only for residential purposes and other uses that are
326 permitted by the Council.

327 **ARTICLE VII - COUNCIL OF OWNERS⁶**

328 Administration of the Project shall be vested in its Council owners, hereinafter called the
329 "Council", consisting of all owners of apartments in the Project in accordance with the By-Laws
330 attached hereto and made a part hereof as **SCHEDULE C, BY-LAWS OF THE COUNCIL OF**
331 **CO-OWNERS OF ALEXANDRIA KNOLLS WEST HOMES SITUATE IN THE CITY OF**
332 **ALEXANDRIA, STATE OF VIRGINIA.** The owner of any apartment upon acquiring title thereto
333 shall automatically become a member of the Council and shall remain a member thereof until
334 such time as ownership of such apartment ceases for any reason, at which time membership in
335 the Council shall automatically cease.

336 **ARTICLE VIII - MANAGING AGENT⁷**

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

346 **ARTICLE IX - ADMINISTRATION OF THE PROJECT**

347 Operation of the project and maintenance, repair, replacement, and restoration of the common

⁶ 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.

⁷ 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.

348 elements, and any additions and alterations thereto, shall be in accordance with the provisions
349 of said Horizontal Property Act, this Master Deed and the By-Laws of the Council, and
350 specifically but without limitation, the Council shall:

- 351 1. Maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, garages, and
352 parking areas which may be required by law to be made, built, maintained, and repaired
353 upon or adjoining or in connection with or for the use of the Project or any part thereof.
- 354 2. Keep all common elements of the Project in a strictly clean and sanitary condition and
355 observe and perform all laws, ordinances, rules, and regulations now or hereafter made by
356 any government authority for the time being applicable to the Project or the use thereof.
- 357 3. Will and substantially repair, maintain, amend, and keep all common elements of the
358 Project, including without limitation, the buildings, garages, yards and parking area thereof,
359 with all necessary reparations and amendments whatsoever in good order and condition,
360 except as otherwise provided herein, and maintain and keep said land and all adjacent land
361 between any street boundary of the Project and the established curb or street line in a neat
362 and attractive condition and all trees, shrubs and grass thereon in good cultivation and
363 replant the same as may be necessary, and repair and make good all defects in the
364 common elements of the Project herein required to be repaired by the Council, of which
365 notice shall be given by any owner or his agent, within thirty (30) days after the giving of
366 such notice.
- 367 4. Before commencing work or permitting construction on any improvement in the Project, the
368 cost of which exceeds the five percent (5%) of the Annual Budget for the current fiscal year,
369 the Board of Directors shall make a determination as to whether the Council shall require
370 that bonds be obtained for a Project.⁸
- 371 5. Observe any setback lines affecting the Project as shown on the plat herein mentioned in
372 the description thereof, and not erect, place, or maintain any building or structure
373 whatsoever except approved fences or walls between any street boundary of the Project
374 and the setback line along such boundary.
- 375 6. Not erect or place on the Project any building or structure including fences and walls, nor
376 make additions or structural alterations to or exterior changes of any common elements of
377 the Project, nor place or maintain thereon any signs or bills visible outside of the Project,
378 except in accordance with plans and specifications including detailed plot plan prepared by
379 a licensed architect or registered engineer, if so required by the Council, first approved in
380 writing by the Council, and also approved by a majority of the Council (or such larger
381 percentage required by law or this Master Deed) including all owners of apartments thereby

⁸ Reserved for 2023 Second Amendment to Master Deed

382 directly affected, and complete any such improvements diligently after the commencement
383 thereof.

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

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

390 **ARTICLE X - COMMON EXPENSES⁹**

391 1. Fiscal Year and Annual Budget. The fiscal year of the Condominium shall consist of a
392 twelve (12) month period determined by the Board, or as the same may be changed
393 thereafter by the Board. Each year on or before forty-five (45) days before the
394 commencement of the next fiscal year, the Board shall adopt a budget for the Council
395 containing an estimate of all the common expenses. The budget may include without
396 limitation expenses such as:

397 a. the cost of maintenance or repair of the common elements and any apartments, if the
398 Board deems such maintenance or repair of the apartment is reasonably necessary to
399 protect the common elements or to preserve the appearance or value of the Project or is
400 otherwise for the benefit of the general welfare of all Co-Owners;

401 b. those amounts which the Board of Directors deems necessary to provide working funds
402 for the Project and Council and a general operating reserve or reserves for
403 contingencies and replacements;

404 c. the provision of water, electric or other public utility;

405 d. all premiums for hazard and liability insurance herein required for the Project; and

406 e. the expense for the discharge of such other obligations as may be imposed upon or
407 assumed by the Council pursuant to this Master Deed, the By-Laws or Virginia law.

408 The Board of Directors shall send a copy of the approved budget to each Co-Owner at least
409 fifteen (15) days prior to the beginning of the fiscal year, by regular mail or Electronic
410 Transmission or other equivalent acceptable technical means or methods. The budget shall
411 constitute the Board of Directors' basis for determining the assessment amount each Co-

⁹ 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.

412 Owner must pay to the Council.

413 2. Assessment of Common Expenses.

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

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

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

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

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

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

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

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

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

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

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

464 d. Reserve Funds. The Board shall establish and maintain a Maintenance Reserve Funds
465 as provided in **ARTICLE XIII – LIEN FOR COMMON EXPENSES** of this Master Deed.

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

473 f. Payment of Common Expenses. All Co-Owners shall pay the common expenses
474 assessed by the Board of Directors. Any assessment payment, including installment
475 payments, not paid within fifteen (15) days of the due date of the payment, shall be
476 considered delinquent and shall incur a late charge in the amount of ten percent (10%)
477 of the payment that is delinquent or such other amounts or percentage as fixed by
478 resolution of the Board of Directors. Except as provided in **ARTICLE XII –**
479 **ACQUISITION BY FORECLOSURE** of this Master Deed, the purchaser of an apartment
480 shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments
481 against the apartment up to the time of conveyance, without prejudice to the purchaser's
482 right of recovery against the selling Co-Owner. No Co-Owner shall be liable for the
483 payment of any part of the common expenses assessed against a Co-Owner's
484 apartment subsequent to a conveyance of such apartment.

485 g. Reserve Enhancement Contribution Assessment¹⁰. The purchaser in a resale
486 transaction shall, in addition, be obligated to pay at settlement, a Reserve Enhancement
487 Contribution Assessment that will be equal to one (1) month of the Annual Assessment
488 due for the apartment on the date of transfer or conveyance of the apartment, unless
489 otherwise exempt as set forth herein. The Reserve Enhancement Contribution
490 Assessment shall be paid into reserves maintained by the Council. The payment and
491 collection of the Reserve Enhancement Contribution Assessment made pursuant to the
492 foregoing provisions shall be in accordance with the terms providing for payment and
493 collection of assessments in the Master Deed, By-Laws, and the Virginia Condominium
494 Act, including without limitation, the right reserved to the Board to accelerate payment of
495 assessment and the right to recovery of attorney's fees and costs. Notwithstanding the
496 above, no Reserve Enhancement Contribution Assessment shall be levied upon transfer
497 to or conveyance of title to an apartment for the following:

- 498 1) by a Co-Owner to any person who was a Co-Owner immediately prior to such
499 transfer (provided, upon any subsequent transfer of an ownership interest in such
500 apartment, the Reserve Enhancement Contribution Assessment shall become due);
- 501 2) to the Co-Owner's estate, surviving spouse, or heirs at law upon the death of the Co-
502 Owner (provided, upon any subsequent transfer of an ownership interest in such
503 apartment, the Reserve Enhancement Contribution Assessment shall become due);
- 504 3) to an entity wholly owned by the grantor or to a family trust created by the grantor for
505 the direct benefit of the grantor and spouse and/or heirs at law, or foreclosure of
506 such a Mortgage (provided, upon any subsequent transfer of an ownership interest in
507 such apartment, the Reserve Enhancement Contribution Assessment shall become
508 due); or
- 509 4) to an institutional lender as security for the performance of an obligation pursuant to
510 a Mortgage or from a purchaser acquiring an apartment from an institutional lender
511 that acquired the apartment as security for the performance of an obligation pursuant
512 to a Mortgage; (provided however, upon any subsequent transfer of an ownership
513 interest in such apartment, the Reserve Enhancement Contribution Assessment shall
514 become due).

515 **ARTICLE XI - WAIVER OF USE OF COMMON ELEMENTS**

516 No apartment owner may be excepted from liability for contribution towards the common
517 expenses by waiver of the use or enjoyment of any of the common elements or by

¹⁰ Reserved for 2023 Second Amendment to Master Deed

518 abandonment of the apartment.

519 **ARTICLE XII - ACQUISITION BY FORECLOSURE**

520 Where the mortgagee of a mortgage of record or other purchaser of any apartment obtains title
521 to such apartment as a result of foreclosure of the mortgage, such acquirer of title, successors,
522 and assigns, shall not be liable for the share of the common expenses or assessments by the
523 Council chargeable to such apartment which became due prior to the acquisition of title to such
524 apartment by such acquirer. Such unpaid shares of common expenses or assessments shall
525 be deemed to be common expenses collectable from all of the appurtenant owners including
526 such acquirer, successors, and assigns.

527 **ARTICLE XIII - LIEN FOR COMMON EXPENSES¹¹**

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

537 2. The liens created pursuant to the immediately preceding subparagraph "a" upon any
538 apartment shall only be subject and subordinate to real estate taxes and liens of any first
539 deed of trust or first mortgage (meaning a deed of trust or mortgage with first priority over all
540 other deeds of trust encumbering such apartment) made in good faith and for value. After
541 the foreclosure of any such first deed of trust, there shall be a lien created pursuant to the
542 immediately preceding subparagraph "a" on the excess proceeds of the foreclosure sale for
543 all assessments prior to foreclosure and on the interest of the purchaser at such foreclosure
544 sale to secure all assessments assessed hereunder to such purchaser as a Co-Owner after
545 the date of such foreclosure sale, which said lien, if any is claimed, shall have the same
546 effect and be enforced in the same manner as provided herein. By subordination
547 agreement executed by the person(s) authorized by the By-Laws pursuant to a vote of not
548 less than an affirmative vote of a majority of the Co-Owners, the benefits of this
549 subparagraph "b" may be extended to liens not otherwise entitled thereto, but shall not affect
550 the priority of the lien of any first mortgage or first deed of trust. In any apartment sale, other
551 than foreclosure, all liens for assessments made by the Council, shall be enforceable in any

¹¹ 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.

552 court of competent jurisdiction and if the apartment is sold, this lien must be satisfied from
553 the proceeds of sale or it shall be a burden upon the subsequent Grantees taking title to the
554 said apartment.

555 3. Upon the voluntary sale or conveyance of an apartment, as hereinafter provided, there shall
556 be paid or provided from the sale proceeds, an amount sufficient to satisfy any unpaid
557 portion of assessments due and payable as of the date of conveyance. Any purchaser, or
558 lender in connection with any such sale or conveyance shall be entitled to a statement
559 furnished by the Council, setting forth in detail the amount of any unpaid assessment owed
560 by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such
561 statement and shall have no liability for, nor shall the apartment be encumbered with an
562 amount of unpaid assessments greater than that shown in said statement.

563 **ARTICLE XIV - DEFAULT IN PAYMENT¹²**

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

576 **ARTICLE XV - LIEN ENFORCEMENT¹³**

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

- 580 1. the acquired apartment is impressed, not only with the aforesaid lien, but, as well, with a
581 continuing trust for the purpose of enforcing and foreclosing the same;
- 582 2. the person(s) who shall be serving from time to time as President and Vice-President of the

¹² 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.

¹³ 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.

583 Council or such other person designated by the Board, shall likewise, during the term of
584 office, constitute the acting and qualified trustees of said trust;

585 3. in the event of a default in the payment of any such unpaid assessment, and the
586 continuation of such default for a period of thirty (30) calendar days, the trustee(s) shall have
587 the right and power to enforce the lien therefore by selling the apartment at public auction
588 for such price and upon such terms and after such advertisement in a newspaper of general
589 circulation in City of Alexandria, Virginia, in the same manner as provided by law for the
590 exercise of the power of sale in a deed of trust, and, if the trustees so determine, such other
591 advertisement, as the trustees shall deem advantageous and proper;

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

607 5. A suit to recover a money judgment for unpaid assessment contributions, late charges,
608 interest, and costs of collections including reasonable attorney's fees may be maintained
609 without foreclosing or waiving the lien securing the same, and a foreclosure may be
610 maintained notwithstanding the pendency of any suit to recover a money judgment. In
611 addition, the Board of Directors, acting on behalf of the Council, may suspend a Co-Owner's
612 right to use common element facilities or services (including the disconnection of cable and
613 utility services and connections) provided directly through the Council, for the nonpayment
614 of assessments in accordance with requirements found in the Virginia Condominium Act.

615 **ARTICLE XVI - INSURANCE AND REPAIR AND RECONSTRUCTION IN CASE OF FIRE OR**
616 **OTHER CASUALTY¹⁴**

¹⁴ Reserved for 2023 Fourth Amendment to Master Deed.

617 1. Authority to Purchase.

618 a. The Board of Directors (the "Board") for the benefit of each Co-Owner and each
619 apartment, as a Common Expense, shall obtain and maintain all insurance policies
620 relating to the Project. Neither the Board nor the Managing Agent shall be liable for any
621 failure of the Council to obtain any insurance coverage required by this Article if such
622 failure is due to: (i) the unavailability of such coverage from reputable insurance
623 companies; or (ii) such coverages are available only at a demonstrably unreasonable
624 cost provided the Board or the Managing Agent provides a written notice within ten (10)
625 calendar days to all the Co-Owners stating the reason(s) the insurance could not be
626 obtained.

627 b. The Board shall obtain insurance coverages, which provides:

628 1) the insurer waives its right to sue the Board, the Council, the Managing Agent, or the
629 Co-Owners and their respective agents, employees, and guests, and in the case of
630 Co-Owner, the members of their household, in order to subrogate an insurance
631 claim;

632 2) the insurer cannot cancel, invalidate, or suspend the policy because of the conduct
633 of any member of the Board or its officers, or employees, any Co-Owner, or such Co-
634 Owner's family members, invitees, agents, employees, or guests, or the Managing
635 Agent or its officers or employees, without prior written demand to the Board to cure
636 such conduct and the allowance of a reasonable time within which to effect such
637 cure;

638 3) the insurer cannot cancel or substantially modify the policy without providing at least
639 sixty (60) days advance notice to the Board and the Managing Agent and, in the
640 case of physical damage insurance, to all mortgagees; and

641 4) the named insured under any such policies shall be the Council, as trustee for the
642 Co-Owners.

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

650 d. The master condominium policy shall contain a standard mortgagee clause in favor of
651 each mortgagee of an apartment to the extent of that portion of the coverage of the
652 master condominium policy allocated to such apartment. The clause shall provide that

653 any such loss shall be payable to such mortgagee and Co-Owner as their interests may
654 appear, subject to the loss payment and adjustment provisions in favor of the Board and
655 the Insurance Trustee, if one is designated.

656 e. A “no control” clause must be a part of the master condominium policy, stating that
657 coverage may not be prejudiced by: (a) any act or neglect of the Co-Owners when such
658 act or neglect is not within the control of the Council; or (b) any failure of the Council to
659 comply with any warranty or condition regarding any portion of the premises over which
660 the Council has no control.

661 f. The insurer waives any right to claim by way of subrogation against the Council, the
662 Board, the Managing Agent, or the Co-Owners and their respective guests, invitees,
663 tenants, agents and employees, and in the case of the Co-Owners, the members of their
664 households.

665 2. Physical Damage Insurance.

666 a. The Board shall obtain and maintain a “Special Causes of Loss” policy of property
667 insurance equal to the full guaranteed replacement value of the Condominium, (i.e.,
668 100% of current “replacement cost,” less a reasonable deductible amount exclusive of
669 land, foundation, excavation and other items normally excluded from coverage) with an
670 Agreed Amount Endorsement, including all building service equipment and floor
671 coverings, kitchen or bathroom fixtures, cabinets, electrical fixtures, and appliances
672 within the apartments. The policy shall not include furniture, furnishings, fixtures,
673 carpeting, equipment and other personal property of the Co-Owner, or any betterments
674 and improvements installed by Co-Owners. The amount of coverage is to be
675 determined annually by the Board of Directors.

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

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

686 d. A “no other insurance” clause expressly excluding individual Co-Owners' policies from its
687 operation so the physical damage policy purchased by the Board shall be deemed
688 primary coverage and any individual Co-Owner’s policies shall be deemed excess

689 coverage. In no event shall the insurance coverage obtained and maintained by the
690 Board of Directors on behalf of the Council hereunder provide for or be brought into
691 contribution with insurance purchased by individual Co-Owners or their mortgagees,
692 unless required by law.

693 3. Liability Insurance.

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

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

715 4. Further Insurance. The Board shall obtain and maintain:

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

725 b. If required by any governmental or quasi-governmental agency, flood insurance, in

- 726 accordance with the then applicable regulations of such agency;
- 727 c. If required by any governmental or quasi-governmental agency, flood insurance in
728 accordance with the then applicable regulations of such agency;
- 729 d. Worker's compensation insurance, if and to the extent, required by law; and
- 730 e. Such other insurance as the Board may determine appropriate.
- 731 5. Individual Insurance. Each Co-Owner and any tenant of such Co-Owner, at their own
732 expense, shall obtain additional insurance for Co-Owner's apartment and for Co-Owner's
733 benefit in order to cover losses not covered by the insurance maintained for the Council
734 including but not limited to the risk of loss or damage to Co-Owner's personal property, and
735 for any improvements, made to the apartment. The policy shall include the same waiver of
736 subrogation provision as that is required in subparagraph a (2) of this **ARTICLE XVI -**
737 **INSURANCE AND REPAIR AND RECONSTRUCTION IN CASE OF FIRE OR OTHER**
738 **CASUALTY**. Upon request of the Council, a Co-Owner shall produce a Certificate of
739 Insurance or such other proof of insurance maintained for the Co-Owner's apartment within
740 five (5) calendar days of the receipt of request.
- 741 6. Insurance Trustee.
- 742 a. The Board shall have the right, but shall not be required, to designate any federally-
743 insured depository institution, trust company, management agent, insurance company,
744 law firm, institutional/non-institutional lender, or the Council as the "Insurance Trustee,"
745 and all parties beneficially interested in such insurance coverage shall be bound thereby.
746 The Insurance Trustee, at the time of the deposit of such policies and endorsements,
747 shall acknowledge the policies and any proceeds therefrom shall be held in accordance
748 with the terms of this Master Deed.
- 749 b. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of
750 the policies, the sufficiency of coverage, the form or content of the policies, the
751 correctness of any amounts received by it on account of the proceeds of any insurance
752 policies, nor the failure to collect any insurance proceeds. The sole duty of the
753 Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the
754 same in trust for the purposes elsewhere stated in this Master Deed, for the benefit of
755 the Council, the Co-Owners and their respective mortgagees.
- 756 7. Board of Directors as Agent. By acceptance of title to an apartment, each Co-Owner
757 irrevocably appoints the Board of Directors as the Co-Owners' agent for insurance claim
758 purposes under any policy procured by the Board of Directors for the Council. Acting
759 pursuant to such agency, the Board of Directors shall file all claims arising under insurance
760 policies of the Council.

761 8. Premiums and Deductibles. The Council shall pay all premiums for the Council's insurance
762 policies as a Common Expense. In order to obtain a policy at the most reasonable price for
763 the Council, all factors considered, the Board may agree to a deductible clause(s), which
764 causes the Council to absorb the first part of a covered loss. Accordingly, any insurance
765 deductible under the master casualty insurance policy shall be paid by the Council as a
766 Common Expense, if the cause of the damage to or destruction of any portion of the
767 Condominium Project originated in or through the Common Elements, or an apparatus
768 located within the Common Elements. However, a Co-Owner shall pay such deductible, if
769 the cause of any damage to or destruction of any portion of the Project originated in or
770 through an apartment or any component thereof without regard to whether the Co-Owner
771 was negligent.

772 9. Repair and Replacement in Case of Fire or Other Casualty.

773 a. Reconstruction. If any part of the Project shall be damaged by fire or other casualty, the
774 determination of whether or not to reconstruct or repair the same shall be made as
775 follows, subject to the provisions of the Master Deed:

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

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

786 3) If the building or any improvements standing or erected upon the Project shall be
787 destroyed or damaged by some casualty and such destroyed or damaged property is
788 to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be
789 to the extent of the replacement value of the property destroyed or damaged; and as
790 nearly similar as practicable to the character of the building or improvements existing
791 immediately prior to such casualty. Any reconstruction or repair shall be done in
792 accordance with the outstanding building code requirements of the Commonwealth
793 of Virginia and may be done with contemporary building materials and achieved by
794 using updated construction systems and technology.

795 4) If the damage is only to those parts of one apartment for which the responsibility of
796 maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be
797 responsible for reconstruction and repair after casualty and shall be entitled to apply,

798 with the assistance of the Board of Directors, for the applicable insurance proceeds.
799 In all other instances, the responsibility and repair after casualty shall be that of the
800 Board of Directors.

801 b. Assessment if Insurance is Inadequate. Immediately after a casualty causing damage to
802 property for which the Board of Directors has the responsibility of maintenance and
803 repair, the Board shall obtain reliable and detailed estimates of the cost to replace the
804 damaged property in as good a condition as it was before the casualty. Such costs may
805 include professional fees and premiums for such bonds as the Board desires. If the
806 proceeds of insurance are not sufficient to defray such estimated costs, a special
807 assessment shall be made against all the apartments in proportion to the common
808 interest of the apartments, in sufficient amounts to provide funds to pay the estimated
809 costs. If at any time during reconstruction and repair, or upon completion of
810 reconstruction or repair, the funds for payment of the costs thereof are insufficient,
811 assessments shall be made against all of the apartments in proportion to their respective
812 common interests in sufficient amounts to provide funds for the payment of such costs.
813 Notwithstanding anything to the contrary contained herein, the Council shall not be
814 responsible for any item of reconstruction, repair, maintenance, or replacement
815 (including the costs thereof) or consequential or incidental damage to any apartment, for
816 which it would not otherwise be responsible under the provisions of these By-Laws,
817 unless such loss or damage was occasioned through the fault of the Council. This
818 provision shall be deemed to include the payment by the Co-Owners of any deductible
819 amount for any insurance policies maintained by the Council.

820 c. Construction Fund. The net proceeds of insurance collected on account of a casualty
821 and any funds collected by the Board from special assessments against Co-Owners as a
822 result of such casualty shall constitute a construction fund, which shall be disbursed in
823 payment of the cost of reconstruction and repair as set forth in this Section. The Board
824 shall have the right (but not the obligation) to designate a federally-insured financial
825 institution, trust company, managing agent, an institutional lender, the Board, or the
826 Council, as an Insurance Trustee, and all parties beneficially interested in such
827 insurance coverage shall be bound hereby. If the net proceeds of insurance collected
828 on account of a casualty exceed One Hundred Thousand Dollars (\$100,000.00), then
829 the funds collected by the Board from assessments against the Co-Owners may be
830 deposited with the Insurance Trustee, and the entire construction fund may be held by
831 the Insurance Trustee, if any, and disbursed as directed by the Board. The Insurance
832 Trustee, if any, shall at the time of the deposit of such policies and endorsement
833 acknowledge that the policies and any insurance proceeds therefrom will be held in
834 accordance with the terms of this Master Deed. The Insurance Trustee shall not be
835 liable for the payment of premiums, the renewal of the policies, the sufficiency of the
836 coverage, the form or content of the policies, the correctness of any amounts received
837 by it on account of the proceeds of any insurance policies, nor the failure to collect any

838 insurance proceeds. The sole duty of the Insurance Trustee shall be to receive any
839 insurance proceeds as are paid to it, and to hold the same in trust in an interest-bearing
840 account, or instruments to the extent available in the market place and permissible under
841 the terms of the insurance policies, or as elsewhere stated in this Master Deed or the
842 By-Laws, for the benefit of the Co-Owners and the mortgagees.

843 d. Method of Disbursement. The Board or the Insurance Trustee, as the case may be,
844 shall make appropriate progress payments to such contractors, suppliers, and laborers
845 performing the repair and reconstruction work as the Board shall determine.

846 e. Surplus. The first monies disbursed in payment of costs of repair and reconstruction
847 shall be from insurance and if there is a balance in the construction fund after payment
848 of all the costs of repair and reconstruction for which the fund is established, such
849 balance shall at the determination of the Board, either be deposited in the Council
850 general operating account, applicable reserve account, or rebated to those Co-Owners
851 who funded such construction fund in proportion to the respective amounts paid by such
852 Co-Owners.

853 f. Common Elements. When the damage is to both the Common Elements and
854 apartments, the insurance proceeds shall be applied first to the cost of repair and
855 reconstruction of the Common Elements and the balance to the cost of repair and
856 reconstruction of apartments.

857 g. Certificate. The Insurance Trustee, if any, shall be entitled to rely upon a certificate
858 executed by the President or Vice President, and the Secretary of the Council certifying:
859 (i) whether the damaged property is to be repaired or reconstructed; (ii) the name of the
860 payee and the amount to be paid with respect to disbursements from any construction
861 fund held by the Insurance Trustee whether surplus funds to be distributed are less than
862 the assessments paid by the Co-Owners; (iii) all other matters concerning the holding
863 and disbursing of any construction funds held by the Insurance Trustee; and (iv) any
864 such certificate shall be delivered to the Insurance Trustee, if any, promptly after
865 request.

866 h. When Reconstruction Not Required. In the event the Board elects not to repair any
867 damage to the Common Elements, any insurance proceeds received on account of such
868 damage shall be distributed among the Co-Owners in proportion to their respective
869 proportionate share of the common interests appertaining to Co-Owners' apartment. If
870 the Project shall be terminated, in accordance with the termination provisions of the
871 Virginia Condominium Act, the net assets of the condominium together with the net
872 proceeds of any insurance policies, shall be divided by the Board or the Insurance
873 Trustee, as the case may be, among the Co-Owners in proportion to their respective
874 proportionate share of the common interests, after first paying out of the share of each
875 Co-Owners, to the extent funds are available, the amount of any unpaid liens on Co-

876 Owner's apartment in the order of priority of such liens.

877 **ARTICLE XVII - UNINSURED CASUALTY**

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

887 **ARTICLE XVIII - MAINTENANCE RESERVE FUND**

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

902 **ARTICLE XIX - ALTERATION OF PROJECT¹⁵**

903 Restoration or replacement of the Project or any building thereof or construction of any
904 additional building or structural alteration or addition to any building, different in any material
905 respect from said Condominium Plat of the Project, except as provided in **ARTICLE XVII –**
906 **UNINSURED CASUALTY** herein, shall be undertaken by the Council or any Co-Owners only
907 pursuant to an amendment of this Master Deed, duly executed by or pursuant to an affirmation
908 vote of two-thirds (2/3) of the Co-Owners and accompanied by the written consent of a majority
909 of the mortgagees, and in accordance with complete plans and specifications therefore first

¹⁵ Reserved for 2023 Third Amendment to Master Deed

910 approved in writing by the Board, and promptly upon completion of such restoration,
911 replacement or construction, the Council shall duly record such amendment in said Clerk's
912 office, together with a complete set of floor plans of the Project as so altered, certified as built by
913 a registered architect or professional engineer.

914 **ARTICLE XX - CONDEMNATION¹⁶**

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

930 **ARTICLE XXI - WAIVER OF REGIME**

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

¹⁶ 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.

943 **ARTICLE XXII - AMENDMENT OF MASTER DEED¹⁷**

944 Except as otherwise provided herein or in said Horizontal Property Act, or the Virginia
945 Condominium Act, this Amended and Restated Master Deed may be amended by an affirmative
946 vote of Co-Owners, to which two-thirds (2/3rds) of the votes in the Council appertain, and with
947 the consent of a majority of the mortgagees, if any, effective only upon the recording of an
948 instrument setting forth such an amendment and the vote of the Co-Owners thereon duly
949 executed by the proper officers of the Council.

950 **ARTICLE XXIII - LIMITATIONS ON SALE AND LEASE**

- 951 1. No apartment shall be rented for transient or hotel purposes or timeshare purposes. No
952 apartment shall be leased or rented for any initial period less than one (1) year. Parking
953 spaces may be rented out to other people who are residing in apartments in the
954 Condominium. No parking space shall be leased to a person who is not a resident of the
955 Condominium. All leases shall be subject to this Master Deed and the By-Laws. All leases
956 shall be subject to the rules and regulations adopted from time to time in effect. Any failure
957 of compliance shall constitute a default under the lease and require the Co-Owner to evict
958 his or her tenant. The Board of Directors may require a residential standard form lease or
959 lease addendum for use by Co-Owners. Each Co-Owner must forward a copy of the lease
960 to the Board of Directors within fifteen (15) days of the execution of the lease. Sub-leasing
961 by Co-Owners and tenants is prohibited. In addition, the Board of Directors shall have the
962 power in its discretion from time to time to grant revocable licenses in designated common
963 elements and parking spaces to the Council or to any Co-Owner(s) and to establish
964 reasonable charges for the use and maintenance thereof. The common elements or
965 portions thereof and parking spaces so designated shall be referred to as reserved common
966 elements. Such designation by the Board shall not be construed as a sale or disposition of
967 the common elements.¹⁸
- 968 2. No apartment or any interest therein shall be sold or leased, used or occupied, to or by any
969 person having or enjoying immunity in her person, goods, or chattels from suit or
970 prosecution in any court of the United States, or of a state, under the law of nations or the
971 provisions of Chapter 6, Title 22, United States Code, in effect on the date hereof or as the
972 same may subsequently be amended, and any sale or lease in violation of this paragraph
973 shall be wholly null and void and shall confer no title or interest on the intended purchaser or
974 lessee. The Council of Co-Owners may, by legal or equitable process, enforce the

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.

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.

975 provisions hereof with respect to use and occupancy.

976 3. Department of Veterans Affairs¹⁹. Notwithstanding any other provision in this Master Deed,
977 to the extent that any provision set forth in the Master Deed or By-Laws is inconsistent with
978 the requirement(s) of guaranteed or direct loan programs of the United States Department of
979 Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or part 36 of
980 Title 38, Code of Federal Regulations, such provision shall not apply to any apartment that
981 is:

982 a. encumbered by Department of Veterans Affairs Financing; or

983 b. owned by the Secretary of Veterans Affairs, an Officer of the United States.

984 **ARTICLE XXIV - LIMITATION ON EFFECT OF DEED**

985 Nothing herein contained shall be deemed:

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

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

994 **ARTICLE XXV - CONTRACTS AND COMPETITIVE BIDDING²⁰**

995 In any event where construction is required or approved for alteration of additions to or
996 reconstruction and repair of the common elements, or reconstruction and repair of an apartment
997 unit due to casualty damage covered by insurance, where the cost of such construction exceeds
998 the sum of \$100,000.00 in the opinion of an independent appraiser, the contract for such
999 construction shall be let on a competitive bid-basis and the contract approved by the Board and
1000 the insurance Trustee, when insurance policy proceeds are used.

1001 **ARTICLE XXVI - RIGHTS, ETC., NOT PROVIDED FOR**

1002 The rights and obligations of any Co-Owner not otherwise herein or in the By-Laws specifically

¹⁹ Reserved for 2023 Second Amendment to Master Deed

²⁰ Reserved for 2023 Second Amendment to Master Deed

1003 provided for, shall be determined pursuant to the provisions of the Horizontal Property Act, as
1004 amended, and in force on the date of the recordation of this Deed.

1005 **ARTICLE XXVII - CABLE TV²¹**

- 1006 1. The Board of Directors shall have the authority to contract on behalf of the Council of Co-
1007 Owners for the installation and Maintenance of cable television in the project.
- 1008 2. There shall be an easement in favor of the Council of Co-Owners through each apartment
1009 for the installation, maintenance, repair, and restoration of wires and appurtenant equipment
1010 and fixtures for cable television. This easement shall include the right to install reasonable
1011 access panels for installation, maintenance, and repair.
- 1012 3. The Council of Co-Owners, through its authorized agents and representatives, shall have
1013 the right of access through and to each unit during reasonable hours on reasonable notice
1014 for the installation, operation, maintenance, and repair of the cable television system.

1015 **ARTICLE XXVIII - LIMITATION OF LIABILITY²²**

- 1016 1. The Board of Directors, the Council, and the Managing Agent shall not be considered a
1017 bailee of any personal property stored on the common elements (including vehicles parked
1018 on the common elements), whether or not exclusive possession of the particular area is
1019 given to an apartment owner for parking purposes, and shall not be responsible for security
1020 of such personal property or for any loss or damage thereto, whether or not due to
1021 negligence, except to the extent covered by insurance in excess of any applicable
1022 deductible.
- 1023 2. The Council shall not be liable for any failure of the water supply, utilities, or other services,
1024 if any, obtained through the Council or paid for out of common expenses, or for the injury or
1025 damage to person or property caused by the natural elements, weather, or resulting from
1026 electricity, water, snow or ice, which may leak or flow from or through any part or portion of
1027 the common elements or from any wire, pipe, drain, chute, conduit, appliance, or equipment
1028 located on the common elements or in the another apartment.

²¹ Amendment dated July 6, 1982.

²² Reserved for 2023 Third Amendment to Master Deed

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

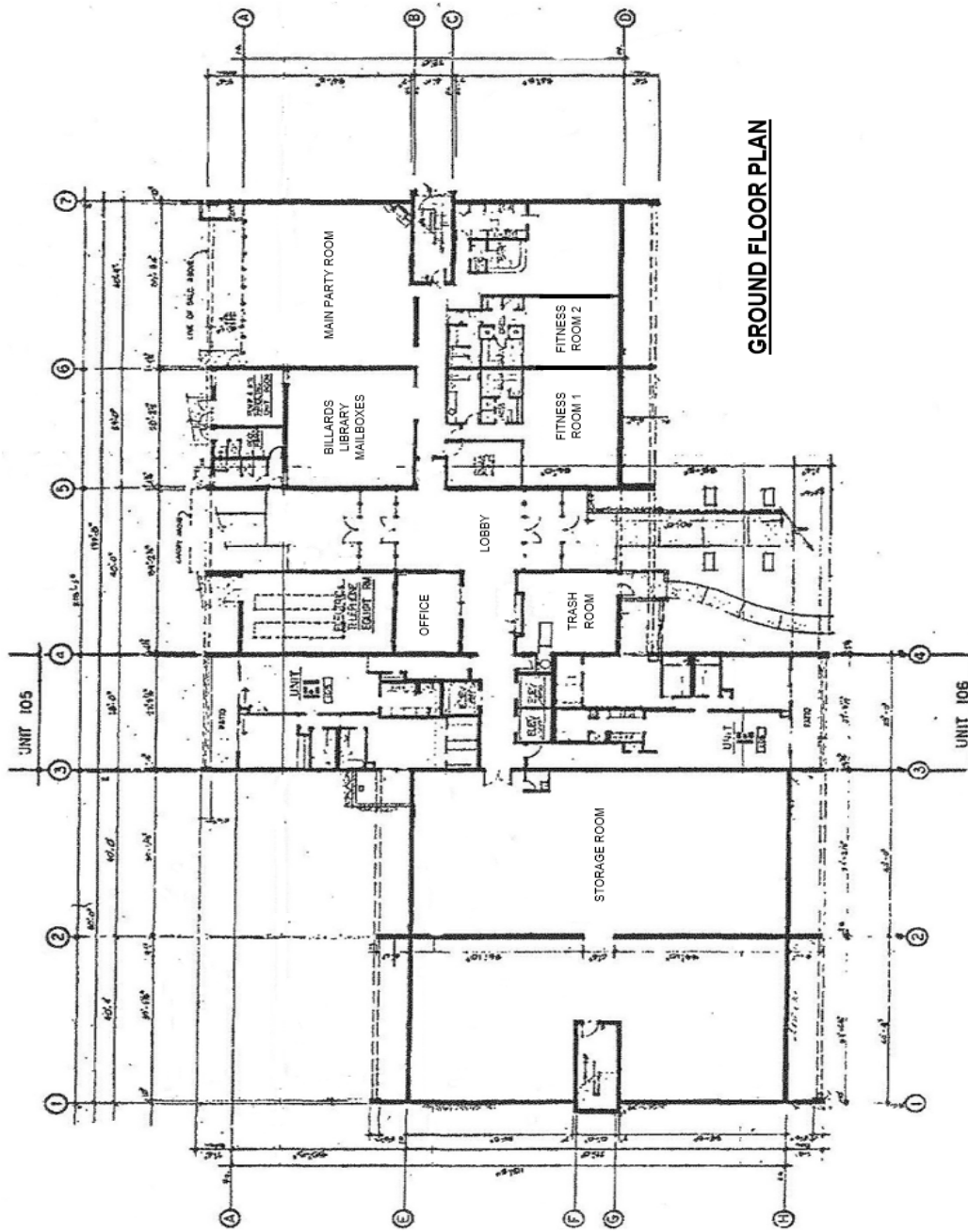
1033 Beginning at an iron pipe found in the original north line of Edsall Road, said pipe marks the
1034 southwest corner of Maulden; thence with the said original north line of Edsall Road, N ST 81°
1035 37' 40" W, 297.44 feet to an iron pipe found, said pipe marks the southeast corner of Landmark
1036 Palace Associates; thence with the east line of Landmark Palace Associates, N 3° 56' 23" W,
1037 633.22 feet to an iron pipe set, said pipe marks the northeast corner of Landmark Palace
1038 Associates in the south line of Gelman; thence with the south line of Gelman, S 87° 17' 04" E,
1039 199.81 feet to an iron pipe found marking the northwest corner of Maulden in the south line of
1040 Gelman; thence with the west line of Maulden, S 11° 43' 49" E, 679.77 feet to the beginning and
1041 containing 3.6219 acres And as further described in the Plans attached as Schedules A-1
1042 through A-10 attached hereto and made a part hereof.

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05/18/2023

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SCHEDULE A-1²³ GROUND FLOOR PLAN

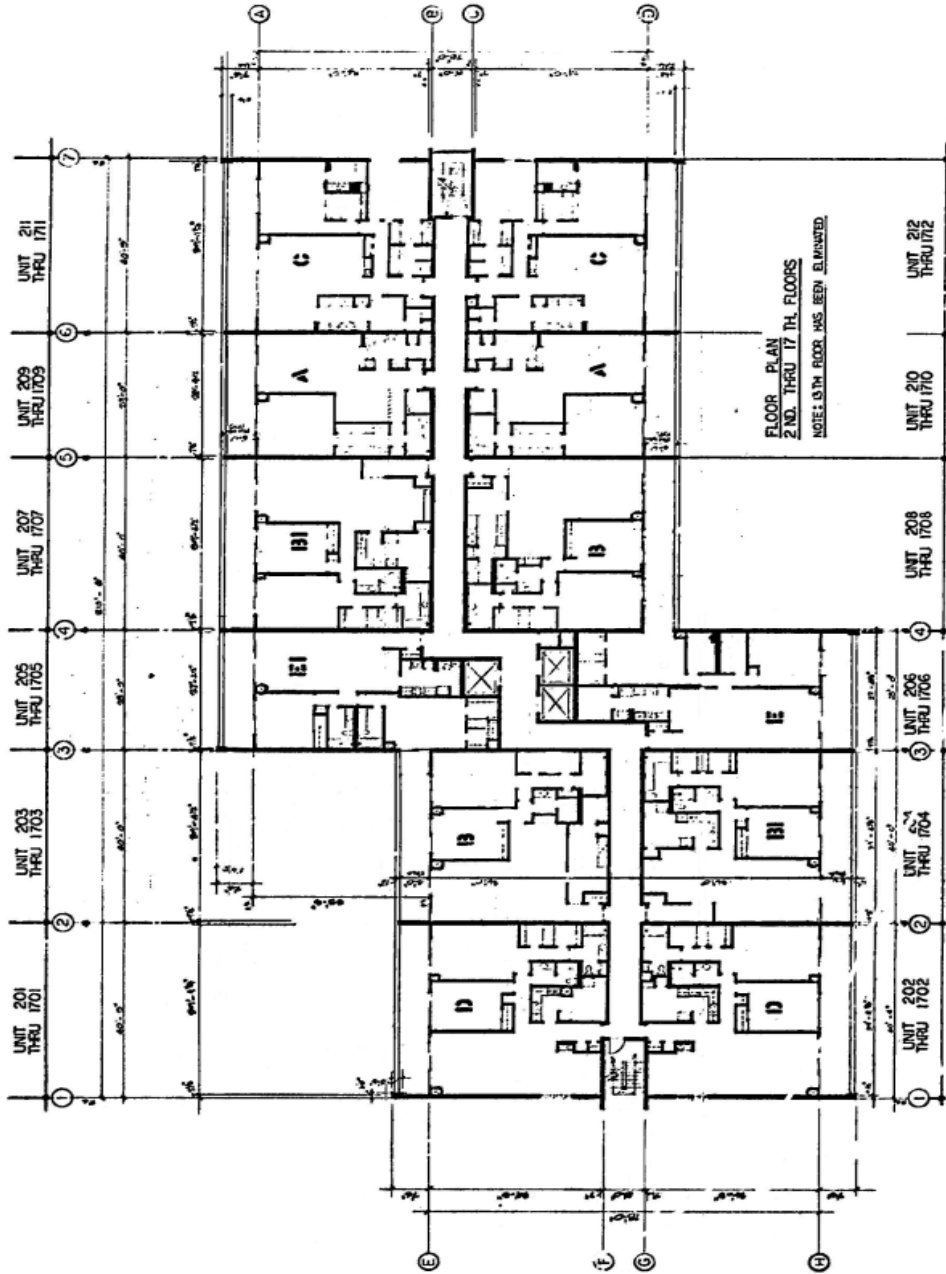


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²³ Recorded Book 772, Page 607. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-2²⁴
FLOOR PLAN
2ND THROUGH 17TH FLOORS

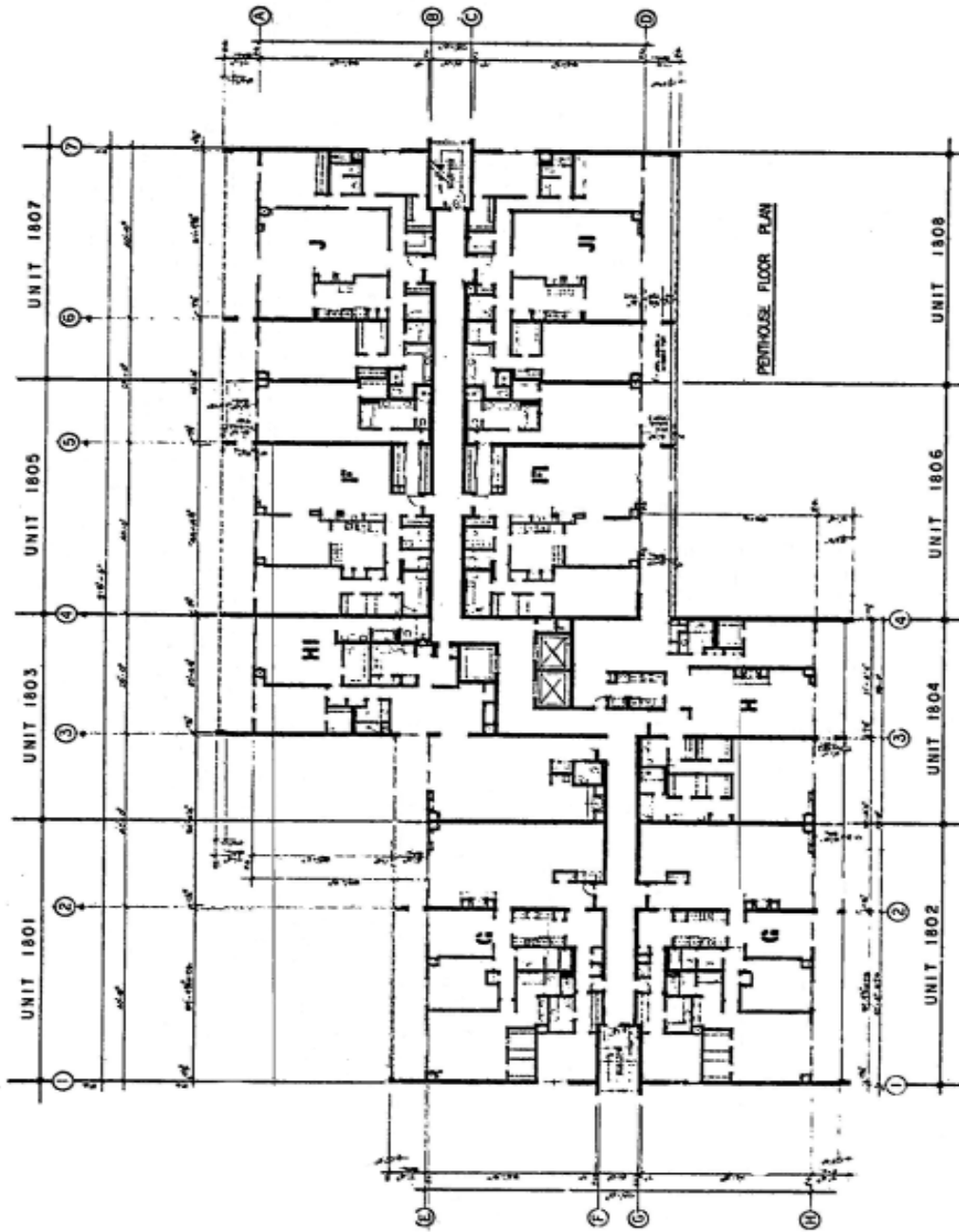


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²⁴ Recorded Book 772, Page 608. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-3²⁵ PENTHOUSE FLOOR PLAN



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²⁵ Recorded Book 772, Page 609. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-4²⁶ SIDE BUILDING VIEW



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²⁶ Recorded Book 772, Page 611. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-5²⁷
WEST SIDE BUILDING TIERS

MECH EQUIP ROOM		H UNIT 2 BEDRM 1806		F UNIT 2 BEDRM 1806		J UNIT 2 BEDRM 1808	
G UNIT 3 BEDRM 1802	D UNIT 2 BEDRM 1702	BH UNIT 2 BEDRM 1704	E UNIT 2 BEDRM 1706	B UNIT 2 BEDRM 1708	A UNIT 1 BEDRM 1710	C UNIT 2 BEDRM 1712	
1302	1302	1304	1306	1308	1310	1312	
1502	1502	1504	1506	1508	1510	1512	
1402	1402	1404	1406	1408	1410	1412	
1202	1202	1204	1206	1208	1210	1212	
1102	1102	1104	1106	1108	1110	1112	
1002	1002	1004	1006	1008	1010	1012	
902	902	904	906	908	910	912	
802	802	804	806	808	810	812	
702	702	704	706	708	710	712	
602	602	604	606	608	610	612	
502	502	504	506	508	510	512	
402	402	404	406	408	410	412	
302	302	304	306	308	310	312	
202	202	204	206	208	210	212	
STORAGE	STORAGE	STORAGE	106	TRASH STORAGE	ENTRANCE LOBBY	MENS EXERCISE ROOM	WOMENS EXERCISE ROOM
							BAR & LOUNGE

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1069

²⁷ Recorded Book 772, Page 612. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-6²⁸
EAST SIDE BUILDING TIERS

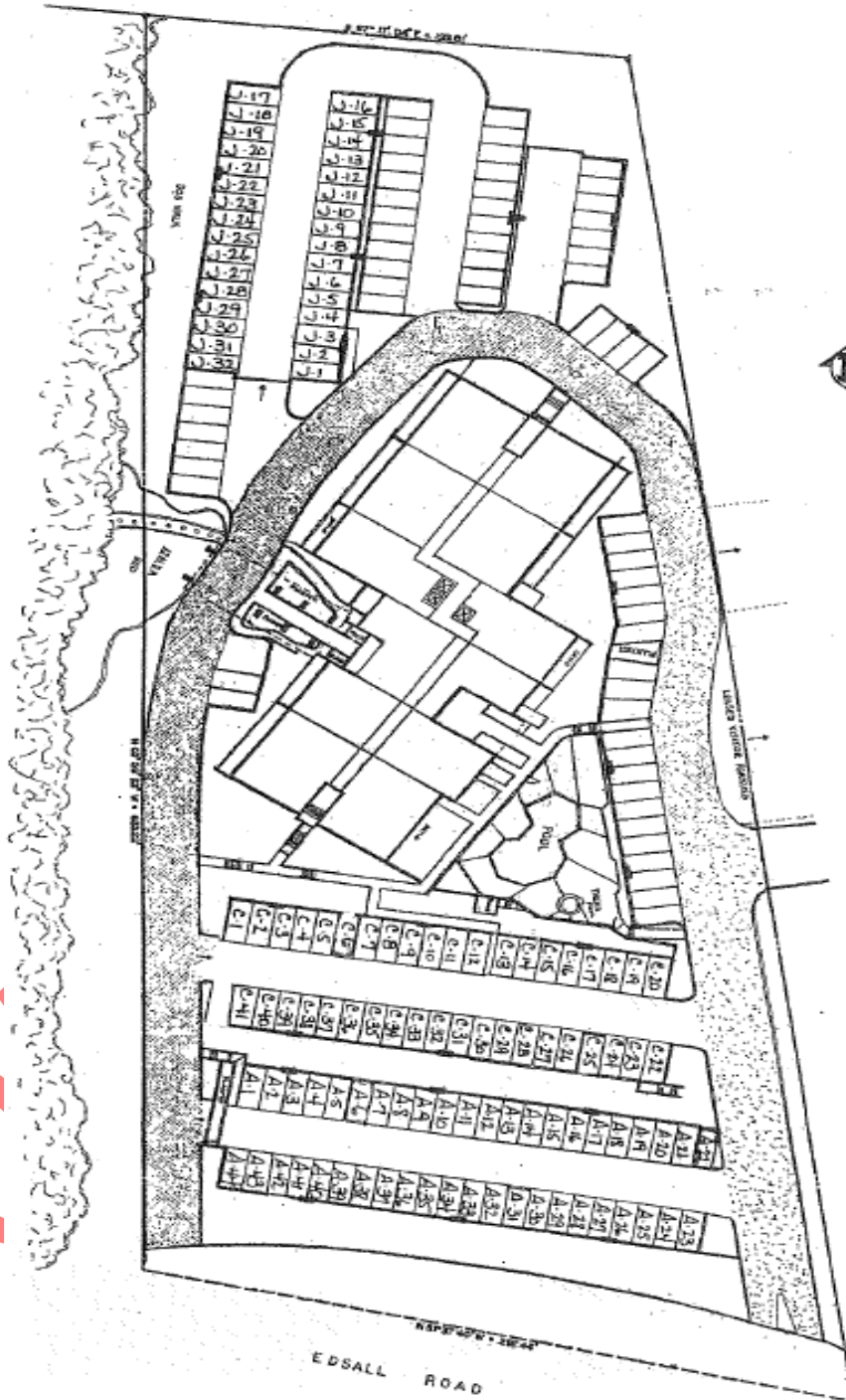
WECK, EQUIPT. ROOM	H-1 UNIT - 2 BEDRM. 1803	F UNIT - 2 BEDRM. 1805	J UNIT - 2 BEDRM. 1807	G UNIT - 3 BEDRM. 1801
	E-1 UNIT - 2 BEDRM. 1705	B-1 UNIT - 2 BEDRM. 1707	A UNIT - 1 BEDRM. 1709	D UNIT - 2 BEDRM. 1701
	1605	1607	1609	1601
	1505	1507	1509	1501
	1405	1407	1409	1401
	1205	1207	1209	1201
	1105	1107	1109	1101
	1005	1007	1009	1001
	905	907	909	901
	805	807	809	801
	705	707	709	701
	605	607	609	601
	505	507	509	501
	405	407	409	401
	305	307	309	301
	205	207	209	201
	105	ENTRANCE LOBBY	BELLARD ROOM	STORAGE
		ELECTRICAL EQUIP. RM		STORAGE

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²⁸ Recorded Book 772, Page 612. February 14, 1974. Master Deed and By-laws.

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SCHEDULE A-7²⁹ COVERED PARKING PLAT

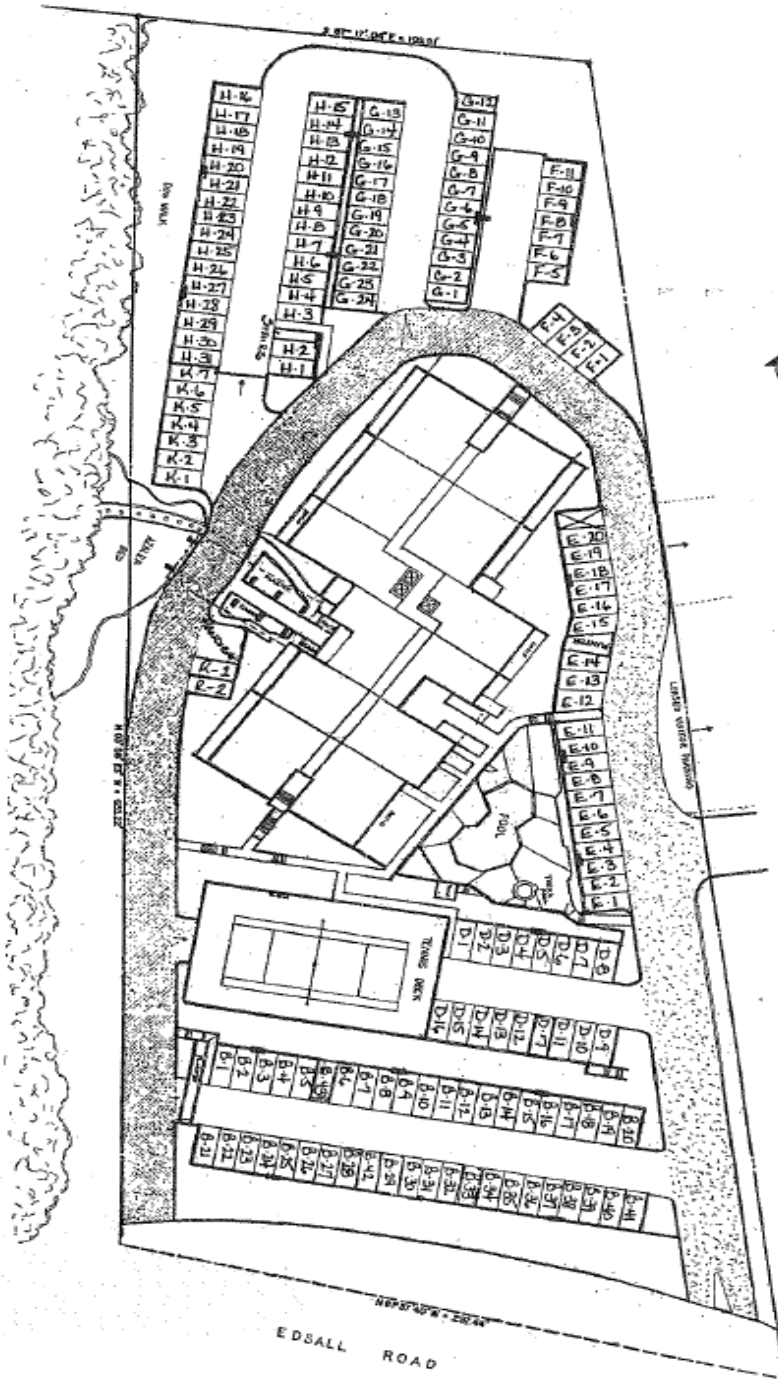


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²⁹ Reserved for 2023 Third Amendment to Master Deed

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SCHEDULE A-8³⁰ UNCOVERED PARKING PLAT



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³⁰ Reserved for 2023 Third Amendment to Master Deed

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SCHEDULE A-9³¹
DEED OF EASEMENT

05/18/2023

³¹ A Deed of Easement dated April 18, 1977, which is recorded with the Clerk's Office, Circuit Court of the City of Alexandria in Deed Book 855 at Page 564

THIS DEED OF EASEMENT, made this 18th day of April, 1977, by and between ALEXANDRIA KNOLLS EAST DEVELOPMENT COMPANY, a Virginia Limited Partnership, party of the first part; and the COUNCIL OF CO-OWNERS OF ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES, a Virginia unincorporated association, party of the second part.

WITNESSETH THAT:

For and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey to the party of the second part an exclusive and perpetual parking easement on, over and across that portion of the property owned by the party of the first part, as shown on the attached plat prepared by Walter L. Phillips, Incorporated, Certified Civil Engineers and Land Surveyors, dated March 17, 1977, and revised March 31, 1977 and April 7, 1977, to be used by the individual co-owners of units at the Alexandria Knolls West Condominium Homes Condominium, their agents, tenants, guests, family members and invitees, subject only to the rules and regulations of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, and the applicable regulations of the City of Alexandria, Virginia. The party of the first part herein does hereby covenant and agree to construct within the said easement area as well as on as much property belonging to the party of the second part herein lying immediately to the west of said easement as is necessary, eighteen (18) parking spaces, of which twelve (12) shall be full size parking spaces, having dimensions of nine feet by twenty feet, and the other six (6) parking spaces shall be compact size parking spaces, having dimensions of nine feet by sixteen feet, and to complete construction prior to the occupancy of the building to be constructed by the party of the first part on that parcel of land adjoining the property of the party of the second part herein immediately to the East, or by August 1, 1978, whichever occurs first. The party of the first part herein further covenants with the party of the second part herein that the specifications to be used for the construction of the parking spaces shall be equal to or greater than the specifications used for the construction of the open parking spaces located on the property belonging to the party of the second part herein.

To insure completion of the construction of said parking spaces, the party of the first part herein shall post either a cash bond in the amount of \$5,000.00, or a bond with surety approved by the party of the second part herein in the amount of \$10,000.00. Such bond shall be conditioned upon the complete and faithful construction of such parking spaces in accordance with the terms hereof. In the event that the party of the first part constructs the parking spaces within the time specified herein, and according to the specifications required herein, then and in that event, the bond posted shall be returned to the party of the first part herein. In the event, however, that the party of the first part fails to construct the parking spaces within the time specified herein, or according to the specifications required herein, then the party of the second part herein is hereby granted the authority to construct the said parking spaces; and in the case of a cash bond, the escrow agent is authorized and directed to pay to the party of the second part the cost of the construction of such parking spaces; or in the case of a bond with approved surety, the party of the second part herein is hereby granted the right and authority to recover the cost of the construction of such parking spaces from both the principal and surety.

The plat attached to this Deed of Easement is intended only to establish the easement herein described and is not intended to create or establish any other easements.

IN WITNESS WHEREOF, the party of the first part has caused this deed to be executed on its behalf by ARPAD DOMYAN, a General Partner, on the date first above written.

ALEXANDRIA KNOLLS EAST DEVELOPMENT
COMPANY

By 
Arpad Domyan, General Partner

BOOK 855 PAGE 566

STATE OF VIRGINIA

COUNTY/CITY OF ALEXANDRIA, to-wit:

The foregoing Deed of Easement was acknowledged before me this
18th day of April, 1977, by ARPAD DONTAN, General Partner of
ALEXANDRIA KNOLLS EAST DEVELOPMENT COMPANY, a Virginia Limited Partnership.

Susan V. Chaddock
Notary Public



My Commission Expires:

March 13, 1978

VIRGINIA:
In the Clerk's office of the Circuit
Court of Alexandria this deed
was recorded and the taxes imposed by
Sec. 58-64.1 in the amount of \$
have been paid & all the required
certificates attached to record on

4-29-77 3:51 PM

Alvin W. Linker CLERK

PALACE SURVEYORS & ENGINEERS ASSOCIATES

587°09'42"E
29.54'

587°25'06"E
02.52'

118'00' N11°43'49"W

PARKING EASEMENT FOR COUNCIL OF CO-OWNERS OF ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES (1633 sq ft) 5'11" AS 'A' B

507°31'30"W 41.81'

51°43'48"E 68.37'

578°16'11"W - 4.00'

252.69'

655.97'

EX 22' EMERGENCY VEHICLE AND WALKER MAIN EASEMENT

EDSALL ROAD

PLAT

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

ALEXANDRIA KNOLLS EAST DEVELOPMENT COMPANY

CERTIFIED CORRECT :

[Signature]

SHOWING A PARKING EASEMENT FOR COUNCIL OF CO-OWNERS OF ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES ON THE PROPERTY OF

ALEXANDRIA KNOLLS EAST DEVELOPMENT COMPANY

CITY OF ALEXANDRIA, VIRGINIA

SCALE : 1" = 50'

MARCH 17, 1977
REV MARCH 31, 1977

CERTIFIED CIVIL ENGINEERS & LAND SURVEYORS
27 MAIN AVE FALLEN CHURCH, VIRGINIA

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SCHEDULE A-10³²
GROUND FLOOR STORAGE AREA

Space	Assigned	Space	Assigned	Space	Assigned	Space	Assigned
1	Unit 1404	52	Unit 1208	103	Unit 707	154	Unit 505
2	Unit 1711	53	Unit 1002	104	Unit 1605	155	Unit 506
3	Unit 1402	54	Unit 612	105	Unit 1201	156	Unit 507
4	Unit 205	55	Unit 312	106	Unit 410	157	Unit 710
5	Unit 1412	56	Unit 311	107	Unit 1203	158	Unit 1407
6	Unit 1405	57	Unit 310	108	Unit 204	159	Unit 701
7	Unit 202	58	Unit 308	109	Unit 303	160	Unit 511
8	Unit 304	59	Unit 803	110	Unit 1501	161	Unit 411
9	Unit 1502	60	Unit 307	111	Unit 502	162	Unit 1612
10	Unit 1107	61	Unit 1511	112	Unit 1602	163	Unit 602
11	Unit 1802	62	Unit 305	113	Unit 1408	164	Unit 603
12	Unit 1507	63	Unit 307	114	Unit 1609	165	Unit 604
13	Unit 1012	64	Unit 712	115	Unit 1411	166	Unit 702
14	Unit 1805	65	Unit 1607	116	Unit 1601	167	Unit 512
15	Unit 1206	66	Unit 1112	117	Unit 1503	168	Unit 607
16	Unit 1806	67	Unit 1705	118	Unit 201	169	Unit 608
17	Unit 207	68	Unit 303	119	Unit 1505	170	Unit 609
18	Unit 208	69	Unit 807	120	Unit 1504	171	Unit 610
19	Unit 203	70	Unit 808	121	Unit 1205	172	Unit 611
20	Unit 302	71	Unit 809	122	Unit 1708	173	Unit 1508
21	Unit 408	72	Unit 810	123	Unit 1210	174	Unit 409
22	Unit 203	73	Unit 1409	124	Unit 509	175	Unit 806
23	Unit 1710	74	Unit 1603	125	Unit 1506	176	Unit 703
24	Unit 801	75	Unit 1110	126	Unit 1207	177	Unit 704
25	Unit 212	76	Unit 802	127	Unit 1701	178	Unit 1510
26	Unit 304	77	Unit 1707	128	Unit 403	179	Unit 1410
27	Unit 301	78	Unit 811	129	Unit 1204	180	Unit 1608
28	Unit 306	79	Unit 805	130	Unit 705	181	Unit 708
29	Unit 1808	80	Unit 1010	131	Unit 1202	182	Unit 1503
30	Unit 1101	81	Unit 301	132	Unit 308	183	Unit 508
31	Unit 1706	82	Unit 309	133	Unit 309	184	Unit 711
32	Unit 1212	83	Unit 105	134	Unit 310	185	Unit 1704
33	Unit 1006	84	Unit 804	135	Unit 311	186	Unit 1606
34	Unit 1103	85	Unit 306	136	Unit 1610	187	Unit 1803
35	Unit 1108	86	Unit 402	137	Unit 412	188	Unit 305
36	Unit 606	87	Unit 210	138	Unit 404	189	Unit 206
37	Unit 1106	88	Unit 1702	139	Unit 401	190	Unit 1406
38	Unit 1611	89	Unit 1804	140	Unit 302		
39	Unit 1104	90	Unit 1001	141	Unit 1604		
40	Unit 1103	91	Unit 1005	142	Unit 405		
41	Unit 1102	92	Unit 1011	143	Unit 406		
42	Unit 211	93	Unit 1209	144	Unit 407		
43	Unit 1512	94	Unit 812	145	Unit 709		
44	Unit 1211	95	Unit 605	146	Unit 106		
45	Unit 1807	96	Unit 1709	147	Unit 312		
46	Unit 1009	97	Unit 1111	148	Unit 1403		
47	Unit 1008	98	Unit 1105	149	Unit 510		
48	Unit 1007	99	Unit 1801	150	Unit 501		
49	Unit 1003	100	Unit 706	151	Unit 1703		
50	Unit 1712	101	Unit 601	152	Unit 503		
51	Unit 1004	102	Unit 1401	153	Unit 504		

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³² Reserved for 2023 First Amendment to Master Deed

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SCHEDULE B³³
PERCENTAGE OF COMMON INTERESTS
BY APARTMENT NUMBER

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

³³ Second Amendment 7/5/1974 – Master Deed of Alexandria Knolls West Development Company, Book 786, Page 734.

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

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1102 The following by-laws shall apply to the above-named condominium project (herein called the
1103 "project"), as described in and created by the Master Deed (herein called the "Deed") attached
1104 hereto to be recorded or filed of record in the State of Virginia contemporaneously herewith, and
1105 to all present and future owners, tenants and occupants of any apartments of the project and all
1106 other persons who shall at any time use the project:

1107 **ARTICLE I - MEMBERSHIP**

- 1108 1. **QUALIFICATION.** All owners of apartments of the project shall constitute the Council of
1109 Owners, herein called the "Council". The owner of any apartment upon acquiring title
1110 thereto shall automatically become a member of the Council and shall remain a member
1111 thereof until such time as his ownership of such apartment ceases for any reason, at which
1112 time his membership in the Council shall automatically cease; provided, however, that to
1113 such extent and for such purposes, including voting, as shall be provided by lease of any
1114 apartment filed with the Board of Directors of the Council, the lessee of such apartment shall
1115 be deemed to be the owner thereof.
- 1116 2. **PLACE OF MEETINGS.** Meetings of the Council shall be held at the project or such other
1117 suitable place convenient to the apartment owners as may be designated by the Board.
- 1118 3. **ANNUAL MEETINGS.** The first annual meeting of the Council shall be held as soon as
1119 practicable after recording of the Deed and these By-Laws upon the call of at least ten
1120 percent (10%) of the apartment owners. Thereafter the annual meetings of the Council shall
1121 be held within three months after the end of the established fiscal year.
- 1122 4. **SPECIAL MEETINGS.** Special meetings of the Council may be held at any time upon the
1123 call of the President or a petition signed by at least twenty-five percent (25%) of the
1124 apartment owners and presented to the Secretary.
- 1125 5. **NOTICE OF MEETINGS³⁴.** The Secretary shall give written or printed notice of each Annual
1126 Meeting to every Co-Owner as defined in these By-Laws at least twenty-one (21) calendar
1127 days and for Special Meetings at least five (5) calendar days before the date set for such
1128 meeting. The notice shall state whether it is the Annual Meeting of the Council or a Special

³⁴ 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.

1129 Meeting of the Council, the authority for the call thereof, the place, day and hour of such
1130 meeting and the purpose therefor, in any of the following ways: (a) by delivering it to the
1131 Co-Owner personally, or (b) by leaving it at the owner's apartment in the Project or at the
1132 owner's usual residence or place of business, (c) by mailing it, postage prepaid addressed
1133 to the owner at the owner's address as it appears on the Council's record of ownership or
1134 (d) by Electronic Transmission or equivalent acceptable technological means or methods
1135 (subject to the requirements in the Virginia Condominium Act). If notice is given pursuant to
1136 any of the provisions of this section, the failure of any Co-Owner to receive actual notice of
1137 any meeting shall in no way invalidate such meeting or any proceedings thereat. The
1138 attendance of any Co-Owner in person or by proxy at any meeting shall be deemed a waiver
1139 of any required notice to such Co-Owner unless the Co-Owner shall at the opening of said
1140 meeting expressly object to the holding of such meeting because of the failure to give notice
1141 in accordance with the provisions hereof.

1142 6. QUORUM³⁵. The presence in person or by proxy of apartment owners representing at least
1143 thirty-three and one-third percent (33 1/3%) of the total vote of the Council apartment
1144 owners shall be necessary to constitute a quorum for the conduct of business at all
1145 meetings of Council, and the acts of a majority of the apartment owners present in person or
1146 by proxy at a meeting at which a quorum is present shall be the acts of the Council except
1147 as otherwise provided. A quorum shall be deemed to be present throughout a meeting until
1148 adjournment if persons entitled to cast at least thirty-three and one third percent (33 1/3 %) of
1149 the total votes of the Council are present in person or by proxy at the beginning of such
1150 meeting. If the business of the Council cannot be transacted because a quorum is not
1151 present, a majority of the apartment owners who are present, in person or in proxy, may
1152 vote to adjourn or recess the meeting to a time not less than forty eight (48) hours from the
1153 date and time of the original meeting of the Council was called, in which event, any business
1154 which could have been conducted at the original meeting of the Council called may be
1155 conducted without further notice, provided a quorum is present.

1156 7. VOTING³⁶. Voting at meetings of the Council shall be on a percentage basis and the
1157 percentage of the total vote to which each apartment owner is entitled shall be the
1158 percentage of the common element interests assigned to such apartment in the Master
1159 Deed. Votes may be cast in person or by proxy by the respective Co-Owners. An executor,
1160 administrator, guardian, or trustee may vote, in person or by proxy, at any Council meeting
1161 for any apartment owned or controlled by said executor, administrator, guardian or trustee in
1162 such capacity, whether or not the same shall have been transferred in the Council's record

³⁵ 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.

³⁶ 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.

1163 of ownership, provided that such person shall first present evidence satisfactory to the
1164 Secretary that said person owns or controls such apartment in such capacity. The vote for
1165 any apartment owned of record by two (2) or more persons may be exercised by any one (1)
1166 of them present at any meeting in the absence of protest by the other or others, and in case
1167 of protest, no vote shall be cast. No apartment owner may vote at any meeting of the
1168 Council or be elected to or continue to serve on the Board of Directors if the apartment
1169 owner is more than sixty (60) days past due in any financial obligation due the Council and
1170 the Council has not received payment of the unpaid amount within seventy-two (72) hours
1171 prior to the time of such meeting or election.

1172 8. PROXIES AND PLEDGES³⁷. The authority given by any apartment owner to another
1173 person to represent said apartment owner at meetings of the Council shall be in writing,
1174 signed and dated by such apartment owner and filed with the Secretary before the meeting,
1175 and unless limited by its terms, shall continue until revoked by writing filed with the Secretary
1176 or by the death or incapacity of such owner or the conveyance of the apartment. A proxy for
1177 an apartment owned on record by two (2) or more persons may be exercised by any one (1)
1178 of them in the absence of a protest by the other or others. Voting rights transferred or
1179 pledged by mortgage, deed of trust or agreement of sale of any Unit or interest therein, a
1180 true copy of which is filed with the Board through the Secretary or Managing Agent, shall be
1181 exercised only by the person designated in such instrument until the written release or other
1182 termination thereof is filed with the Board in like manner.

1183 9. ADJOURNMENT. Any meeting of the Council may be adjourned from time to time to such
1184 place and time as may be determined by majority vote of the apartment owners present,
1185 whether or not a quorum be present, without notice other than the announcement at such
1186 meeting. At any such adjourned meeting at which a quorum is present, any business may
1187 be transacted which might have been transacted by a quorum at the meeting as originally
1188 called.

1189 10. ORDER OF BUSINESS. The order business at all meetings of the Council shall be as
1190 follows:

- 1191 a. Roll Call.
- 1192 b. Proof of notice of meeting.
- 1193 c. Reading of minutes of preceding meeting.
- 1194 d. Report of officers.

³⁷ 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.

- 1195 e. Report of committees.
- 1196 f. Election of directors. (At annual meeting.)
- 1197 g. Unfinished business.
- 1198 h. New business.

1199 **ARTICLE II - BOARD OF DIRECTORS**

- 1200 1. NUMBER AND QUALIFICATIONS³⁸. The affairs of the Council shall be governed by a
1201 Board of Directors composed of not less than three (3) and no more than nine (9) directors.
1202 All directors shall be apartment owners, the spouse of apartment owners, or designated
1203 representatives of mortgagees. All directors must be residents of the Condominium. In the
1204 event that an apartment is not owned by a natural person, the following people may serve
1205 as a director: (i) a trustee of a trust that owns an apartment, (ii) an officer of a corporation
1206 that owns an apartment, (iii) a manager or member of a limited liability company that owns
1207 an apartment, (iv) a partner in a partnership that owns an apartment, and (v) a duly
1208 authorized representative or any other entity that owns an apartment. No apartment owner
1209 may be elected to or continue to serve on the Board of Directors if the apartment owner is
1210 more than sixty (60) calendar days past due in any financial obligation due the Council and
1211 the Council has not received payment of the unpaid obligation within seventy-two (72) hours
1212 prior to the time of such meeting or election. A director shall also be deemed to have
1213 resigned upon the occurrence of the following: (i) the director is absent from two (2)
1214 consecutive duly called regular Board of Directors meetings; (ii) a director is absent from
1215 three (3) or more duly called regular scheduled Board of Directors meetings during a
1216 calendar year; or (iii) a director is no longer a resident of the Condominium. Such
1217 resignation shall become effective within thirty (30) calendar days of notice provided by the
1218 Secretary of the Council. The resigned director shall be given an opportunity to provide a
1219 written explanation of good cause such as illness, emergency situations or extenuating
1220 circumstances within a thirty (30) calendar day period. The Board has the discretion to
1221 refuse such resignation for good cause. The directors shall serve without compensation.
1222 The Council may reimburse a director for reasonable and appropriate out-of-pocket
1223 expenses incurred by the director in the performance of the director's duties on behalf of
1224 Council.
- 1225 2. POWERS. The Board of Directors shall have all powers necessary for the administration of
1226 the affairs of the Council and may do all such acts and things therefor as are not by law, the
1227 Master Deed or these by-laws directed to be exercised or done only by the apartment

³⁸ 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.

- 1228 owners.
- 1229 3. ELECTION AND TERM³⁹. Election of directors shall be elected at each Annual Meeting and
1230 any Special Meeting called for that purpose. Directors shall hold office for a period of three
1231 (3) years and shall serve until their respective successors have been elected, subject to
1232 removal as herein provided. The terms of the directors are staggered on a three (3) year
1233 schedule so that about one-third of the directors are elected each year. Directors may be
1234 elected by a plurality of votes.
- 1235 4. VACANCIES. Vacancies in the Board of Directors caused by any reason other than
1236 removal of a director by the Council shall be filled by a vote of a majority of the remaining
1237 directors, even though they may constitute less than a quorum, and each person so elected
1238 shall be a director until his successor is elected at the next annual meeting of the Council.
1239 Death, incapacity, or resignation of any director, or continuous absence from the
1240 Commonwealth of Virginia for more than six months, shall cause the office to become
1241 vacant.
- 1242 5. REMOVAL OF DIRECTORS⁴⁰. At any regular or special meeting of the Council duly called,
1243 any one of the Directors may be removed with or without cause, and a successor may then
1244 and there be selected to fill the vacancy thus created. Any Director whose removal has
1245 been proposed by the Co-Owners shall be given at least ten (10) business days written
1246 notice of the time, place, and purpose of the meeting and shall be given an opportunity to be
1247 heard at the meeting. The notice given to Co-Owners of such meeting shall state that one
1248 of the purposes of the meeting is to remove said Director. The vote required to remove a
1249 Director shall be a majority vote of the Co-Owners present, in person, by proxy, or absentee
1250 ballot, at a meeting at which a quorum of the Co-Owners is present.
- 1251 6. ANNUAL MEETING. An organizational meeting of the Board of Directors shall be held at
1252 the place of and immediately following each annual meeting of: the Council, and no notice
1253 shall be necessary to any directors in order validly to constitute such meeting, provided that
1254 a majority of the whole Board shall be present. At such meeting the Board shall elect the
1255 officers of the Council for the ensuing year.
- 1256 7. REGULAR MEETINGS⁴¹. Regular meetings of the Board of Directors may be held at such
1257 time and place as shall be determined from time to time by a majority of the directors, but at
1258 least one (1) such meeting shall be held during each calendar quarter of every year. Notice

³⁹ 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.

⁴⁰ Reserved for 2023 Third Amendment to Master Deed

⁴¹ 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.

1259 of regular meetings of the Board of Directors shall be given to each director, personally or by
1260 mail, telephone, electronic transmission, or equivalent acceptable technological means at
1261 least seven (7) calendar days prior to the date of such meeting.

1262 8. SPECIAL MEETINGS⁴². Special meetings of the Board of Directors may be held at such
1263 time and place as shall be determined from time to time by a majority of the directors.
1264 Notice of special meetings of the Board of Directors shall be given to each director,
1265 personally or by mail, telephone, electronic transmission, or equivalent acceptable
1266 technological means at least three (3) calendar days prior to the date of such meeting.
1267 Special meetings may be called at the direction of the President, Secretary or upon the
1268 written request of at least two (2) directors.

1269 9. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors any director may
1270 in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the
1271 giving of such notice. Attendance by a director at any meeting of the Board shall be a
1272 waiver of notice for such meeting. If all the directors are present at any meeting of the
1273 Board, no notice thereof shall be required, and any business may be transacted at such
1274 meeting.

1275 10. QUORUM OF BOARD. At all meetings of the Board of Directors a majority of the total
1276 number of directors established by these By-Laws shall constitute a quorum for the
1277 transaction of business, and the acts of a majority of the directors present at any meeting at
1278 which a quorum is present shall be the acts of the Board. If less than a quorum shall be
1279 present at any meeting of the Board, a majority of those present may adjourn the meeting
1280 from time to time. At any such adjourned meeting at which a quorum is present, any
1281 business which might have been transacted at the meeting as originally called may be
1282 transacted without further notice.

1283 11. FIDELITY BONDS. The Board of Directors shall require all officers, employees, and agents
1284 of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds.
1285 The premiums on such bonds shall be paid by the Council.

1286 12. (No Section 12.)

1287 13. ACTION WITHOUT MEETING OF BOARD OF DIRECTORS⁴³. Any action by the Board of
1288 Directors required or permitted to be taken at any meeting may be taken without a meeting if
1289 each of the directors consent in writing to such action and delivers the written consent to the

⁴² 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.

⁴³ 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.

1290 Council. Action taken under this section is effective when the last director signs the
1291 consent, unless the consent specifies a different effective date, in which event the action
1292 taken is effective as of the date specified therein provided the consent states the date of
1293 execution by each director. A written consent and the signing therefore may be
1294 accomplished by one or more electronic transmissions. Any such written consent shall be
1295 filed with the minutes of the meetings and actions of the Board of Directors.

1296 **ARTICLE III - OFFICERS**

1297 1. DESIGNATION⁴⁴. The principal officers of the Council shall be President, Vice-President,
1298 Secretary, and Treasurer, all of whom shall be assigned by the Board. The Board may
1299 appoint an Assistant Treasurer, an Assistant Secretary, and such other officers in its
1300 judgment as may be necessary.

1301 2. ELECTION AND TERM. The officers of the Council shall be elected annually by the Board
1302 of Directors at its annual meeting and shall hold office at the pleasure of the Board.

1303 3. REMOVAL. Any officer may be removed either with or without cause by vote of a majority of
1304 the members of the Board of Directors and a successor elected, at any regular meeting of
1305 the Board or any special meeting called for such purpose.

1306 4. PRESIDENT. The President shall be the Chief Executive Officer of the Council and shall
1307 preside at all meetings of the Council and of the Board of Directors. Subject to the control of
1308 the Board, the President shall exercise general supervision and direction over the
1309 management and conduct of the business and affairs of the Council and also have such
1310 other powers and duties as may be provided by these By-Laws or assigned from time to
1311 time by the Board.

1312 5. VICE-PRESIDENT. The Vice-President shall assume and perform the duties of the
1313 President in the absence or disability of the President or whenever the office of President, if
1314 vacant. The Vice-President shall also have such other powers and duties as may be
1315 assigned from time to time by the Board.

1316 6. SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the
1317 Council and of the Board of Directors, give all notices thereof as provided by these By-Laws,
1318 maintain and keep a continuous and accurate record of ownership of all apartments, have
1319 charge of such books, documents and records of the Council as the Board may direct, and
1320 in general, perform all the duties, incident to the office of Secretary.

1321 7. TREASURER. The Treasurer shall maintain and keep the financial records and books of

⁴⁴ 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.

1322 account of the Council, prepare regular reports thereof and be responsible for the proper
1323 deposit and custody in the name of the Council of all its funds and securities.

1324 8. AUDITOR. The Council shall appoint annual a public accountant or accounting firm as
1325 auditor, who shall not be an officer of the Council nor own any interest in any apartment, to
1326 audit the books and financial records of the Council.

1327 **ARTICLE IV - ADMINISTRATION**

1328 1. MANAGEMENT. The Board of Directors shall at all times manage and operate the project
1329 and have such powers and duties as may be necessary or proper therefor including without
1330 limitation the following:

- 1331 a. Supervision of the immediate management and operation of the project;
- 1332 b. Maintenance, repair, replacement, and restoration of the common elements and any
1333 additions and alterations thereto;
- 1334 c. Purchase, maintenance, and replacement of any equipment and provisions of all water
1335 and utility services required for the common elements;
- 1336 d. Provision at each apartment of all water, sewer, electricity, and such other utility services
1337 and utilities as the Board shall deem necessary either at the expense of such apartment
1338 or as a common expense as determined by the Board;
- 1339 e. Employment, supervision, and dismissal of such personnel as may be necessary for the
1340 maintenance and operation of the project;
- 1341 f. Preparation at least 60 days before each fiscal year of a proposed budget and schedule
1342 of assessments for such year;
- 1343 g. Collection of all installments of assessments levied and payment of all common
1344 expenses authorized by the Board;
- 1345 h. Purchase and maintenance in effect of all policies of hazard, including but not limited to
1346 fire and extended coverage, and liability insurance for the project required by the Master
1347 Deed and such other insurance and bonds as may be required or authorized by the
1348 Master Deed or the Board;
- 1349 i. Notification of all persons having any interest in any apartment, according to the
1350 Council's record of ownership, of delinquency exceeding 30 days in the payment of any
1351 assessment against such apartment.
- 1352 j. Borrow money on behalf of the Council when required to finance the operation, care,
1353 upkeep and maintenance of the common elements; provided, however, that the

1354 borrowing of money must be approved by a vote of a majority of apartment owners
1355 present in person or proxy at a meeting duly called in accordance with these By-Laws.
1356 Said approval of the apartment owners is only necessary when the sum to be borrowed
1357 is in excess of twenty percent (20%) of the Council's total income for the prior year⁴⁵.

1358 2. MANAGING AGENT⁴⁶. The Board of Directors, on behalf of the Council, may employ a
1359 responsible person or entity as Managing Agent to manage and control the Project subject
1360 at all times as directed by the Board, with the administrative functions set forth specifically in
1361 **ARTICLE IV – ADMINISTRATION, Section 1. MANAGEMENT** of the By-Laws, and such
1362 other powers and duties and at such compensation as the Board may establish. The
1363 Managing Agent shall be licensed to provide management services in the Commonwealth of
1364 Virginia. Any agreement for professional management of the Project shall provide for
1365 termination by either party without cause and without payment of a termination fee upon
1366 ninety (90) days or less written notice, and with cause upon thirty (30) days or less written
1367 notice. The maximum contract term for any contract with a Managing Agent shall be three
1368 (3) years.

1369 3. REPRESENTATION. The President or Managing Agent, subject to the direction of the
1370 Board of Directors, shall represent the Council or any two or more apartment owners
1371 similarly situated as a class in any action, suit, hearing, or other proceeding concerning the
1372 Council, the common elements, or more than one apartment. On its or their behalf may
1373 institute, defend, intervene in, prosecute, and settle any such actions, suits and
1374 proceedings, without prejudice to the rights of any apartment owners individually to appear,
1375 sue or be sued. Service of process on two or more apartment owners in any such action,
1376 suit, or proceeding may be made by the President or Managing Agent. Every Managing
1377 Agent shall also be the agent of the respective sub-lessees under any apartment leases
1378 filed with the Board of the collection, custody and payment of all rent, taxes assessments,
1379 and other charges thereunder payable to their lessors.

1380 4. EXECUTION OF INSTRUMENTS. All checks, drafts, notes, acceptances, conveyances,
1381 contracts, and other instruments shall be signed on behalf of the Council by such person or
1382 persons as shall be provided by general or special resolution of the Board of Directors or, in
1383 the absence of any such resolution applicable to such instrument, by the President or Vice-
1384 President and by the Treasurer or Secretary. In the event that two or more of the Officers
1385 are Co-Owners of the same apartment, those Officers may not be co-signers on any check,
1386 draft, note, acceptance, conveyance, contract, or other instrument.

⁴⁵ 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.

⁴⁶ 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.

1387 **ARTICLE V - OBLIGATIONS OF APARTMENT OWNERS**

1388 1. ASSESSMENTS⁴⁷. All Co-Owners shall pay to the Council in advance periodic installments
1389 of assessments against their respective apartments for common expenses in accordance
1390 with the Master Deed.

1391 2. MAINTENANCE AND REPAIR⁴⁸.

1392 a. Chart of Maintenance Responsibilities. The specific maintenance responsibilities and
1393 the costs attributable thereto shall be determined pursuant to the Chart of Maintenance
1394 Responsibilities, which is appended as **SCHEDULE C-1, CHART OF MAINTENANCE**
1395 **RESPONSIBILITIES** to the By-Laws. If the maintenance or repair responsibilities are
1396 not included in the Chart of Maintenance Responsibilities, then the responsibilities for
1397 maintenance and repair and the attributable costs are set forth in **ARTICLE IX –**
1398 **ADMINISTRATION OF THE PROJECT** of the Master Deed and Sections 2 b and 2 c of
1399 this **ARTICLE V – OBLIGATIONS OF APARTMENT OWNERS**. In addition, the
1400 Balcony/Façade Section View and the Balcony/Façade Isometric View prepared by
1401 Gardner Engineering, Inc. dated 4/17/2003 (“Balcony Views”) are appended as **EXHIBIT**
1402 **C-2, BALCONY VIEWS** to the By-Laws.

1403 b. By the Council. The Council, acting by and through the Board of Directors, shall be
1404 responsible for the maintenance, repair, and replacement of all of the Common
1405 Elements of the Project, including the limited Common Elements, whether located inside
1406 or outside of the apartment. The cost of such maintenance, repair, and replacement
1407 may be charged to Co-Owners as a Common Expense as provided for in this Section;
1408 provided, however, that the Board of Directors shall especially assess a responsible Co-
1409 Owner for the amounts incurred by the Council, if in the opinion of a majority of the
1410 Board of Directors, the Council incurs an expense as a result of such Co-Owner’s act,
1411 carelessness or neglect, and for the act, carelessness or neglect of the members of the
1412 Co-Owner’s household or family, or the Co-Owner’s family guests, invitees, employees,
1413 tenants and licensees, or such Co-Owner’s failure to maintain the apartment, in
1414 accordance with the requirements set forth in these By-Laws or the Master Deed.

1415 c. By the Co-Owner. All Co-Owners shall, at their own expense, repair, maintain, amend,
1416 and keep their apartments, including without limitation, any and all internal installations,
1417 such as water, electricity, telephone, internet, telecommunication systems, sewer,
1418 sanitation, heating ventilation and air conditioning equipment (“HVAC”), lights, and all
1419 fixtures and/or accessories contained in such apartments, including, but not limited to,

⁴⁷ 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.

⁴⁸ Reserved for 2023 Second Amendment to Master Deed

1420 any interior decorated or finished wall surfaces, floors, and ceilings of such apartments.
1421 All necessary reparations and betterments and improvements shall be maintained in
1422 good order and condition, except as otherwise provided by law or by the Master Deed,
1423 and the Co-Owner shall be liable for any loss or damage, originating from within an
1424 apartment to the Common Elements, limited Common Elements or other apartments due
1425 to the act, neglect or carelessness of a Co-Owner or the failure of the Co-Owner to
1426 perform such work in a diligent manner. A Co-Owner shall be responsible for prompt
1427 reimbursement of all authorized expenses incurred by the Council on demand, (i) due to
1428 the Co-Owner's failure to repair or replace an uninsured loss or damage caused to the
1429 Common Elements, furniture, furnishings, or any equipment when such loss is resulting
1430 from such act, carelessness or neglect by a Co-Owner, or the act, carelessness, or
1431 neglect of a member of Co-Owner's household, or Co-Owner's family, guests, tenants,
1432 employee's or licensees; or (ii) when such loss or damage to the Project arises from a
1433 condition originating in the apartment without regard as to whether the Co-Owner was
1434 negligent. The Co-Owner shall promptly notify the Board of Directors of any loss,
1435 damage or other defect in the Project when discovered.

1436 d. Manner of Repair and Replacement. All repairs and replacements shall be substantially
1437 similar to the original construction and installation, be of first-class quality, and shall
1438 comply with current building codes, laws and regulations, but may be done with
1439 contemporary building materials and equipment.

1440 e. All Co-Owners and tenants are reminded that the insurance maintained by the Council
1441 does not cover furniture, wall coverings, improved flooring, carpeting, equipment, and
1442 other betterments or improvements supplied or installed by the Co-Owners or tenants,
1443 as well as other personal property of the Co-Owners or tenants.

1444 3. USE OF PROJECT.

1445 a. All apartments of the project shall be used only for residential purposes and other uses
1446 that are approved by the Council.

1447 b. All common elements of the project shall be used only for their respective purposes as
1448 designed.

1449 c. No apartment owner or occupant shall place, store or maintain in the halls, lobbies,
1450 stairways, walk-ways, grounds, or other common elements of similar nature any
1451 furniture, packages, or objects of any kind or otherwise obstruct transit through such
1452 common elements.

1453 d. Every apartment owner and occupant shall at all times keep his apartment and any
1454 entry, and service area appurtenant thereto in a strictly clean and sanitary condition and
1455 observe and perform all laws, ordinances, rules and regulations now or hereafter made

- 1456 by any governmental authority or the Council for the time being applicable to the use of
1457 the project.
- 1458 e. No apartment owner or occupant shall make or suffer any strip or waste or unlawful,
1459 improper or offensive use of his apartment or the project nor alter or remove any
1460 furniture, furnishings or equipment of the common elements.
- 1461 f. No apartment owner or occupant shall erect or place in the project any building or
1462 structure including fences and walls, nor make any additions or alterations to any
1463 common elements of the project, nor place or maintain thereon any signs, posters or
1464 bills, whatsoever, except in accordance with plans and specifications including detailed
1465 plot plan, prepared by a licensed architect if so required by the Board and also approved
1466 by a majority of apartment owners (or such larger percentage required by law or the
1467 Master Deed) including all owners or apartments thereby directly affected.
- 1468 g. No apartment owner shall decorate or landscape any entrance, hallway, planting area
1469 appurtenant to his apartment except in accordance with standards therefor established
1470 by the Board of Directors or specific plans approved in writing by the Board. No
1471 entrance door, balcony doors, or balcony shall be altered in any manner, including
1472 repainting or refinishing, without express written approval of the Board of Directors.
- 1473 h. All occupants shall exercise extreme care about making noises and in the use of musical
1474 instruments, radios, televisions, and amplifiers that may disturb other occupants.
- 1475 i. No garments, rugs, or other objects shall be hung from the windows or facades of the
1476 project.
- 1477 j. No rugs or other objects shall be dusted or shaken from the windows or the project or
1478 cleaned by beating or sweeping on any hallway or exterior part of the project.
- 1479 k. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common
1480 elements of the project outside of the disposal facilities provided for such purpose.
- 1481 l. No livestock, poultry, rabbits, or other animals whatsoever including dogs, cats, and
1482 other household pets, except as approved by Council, shall be allowed or kept in any
1483 part of project.
- 1484 m. No apartment owner or occupant shall without the written approval of the Board of
1485 Directors install any wiring for electrical or telephone installations, television antenna,
1486 machines or air-conditioning units, or other equipment or appurtenances whatsoever on
1487 the exterior of the project or protruding through the walls, windows or roof thereof.
- 1488 n. Nothing shall be allowed, done, or kept in any apartments or common elements of the
1489 project which would overload or impair the floors, walls or roofs thereof, or cause any

1490 increase in the ordinary premium rates or the cancellation or invalidation of any
1491 insurance thereon maintained by or for the Council.

1492 o. Motor vehicles shall be parked only in designated parking spaces on the Property. No
1493 commercial or industrial vehicles including, but not limited to, trucks, moving vans,
1494 buses, tractors, trailers, tow trucks, or hearses shall be permitted to be kept or parked
1495 overnight upon any portion of the Project without the prior written consent of the Board of
1496 Directors. Trailers, recreational vehicles and equipment, camping vehicles and
1497 equipment, or boats shall not be parked on the Property without the prior written consent
1498 of the Board of Directors. No motor vehicle shall remain on the Project unless it has
1499 current state license plates and a current inspection sticker, unless otherwise approved
1500 by the Board of Directors. Except in areas designated by the Board of Directors, motor
1501 vehicle repairs other than: (i) ordinary light maintenance (excluding fluid changes and
1502 other operations that may soil the common elements or apartments), and (ii) normal
1503 cleaning (in only those areas designated by the Board of Directors) is prohibited. The
1504 Board, however, may designate common element parking spaces or parking stalls, as
1505 needed for other uses. Parking spaces and parking stalls shall be used only for the
1506 parking of motor vehicles.

1507 4. HOUSE RULES. The Board of Directors, upon giving notice to all apartment owners in the
1508 same manner as herein provided for notice of meetings of the Council and opportunity to be
1509 heard thereon, may adopt, amend or repeal any supplemental rules and regulations
1510 governing details of the operation and use of the project not inconsistent with any provision
1511 of law, the Master Deed or these By-Laws.

1512 5. ENFORCEMENT AND REMEDIES⁴⁹. Each Co-Owner and all members of the Co-Owner's
1513 household or the Co-Owner's family guests, invitees, employees, tenants, and licensees
1514 must comply with all of the terms of the Master Deed, these By-Laws and rules and
1515 regulations, as the same from time to time may be amended. Co-Owners are responsible
1516 and liable for any violation of the Master Deed, these By-Laws and the rules and regulations
1517 by the members of the Co-Owner's household, or a Co-Owner's family, guests, invitees,
1518 employees, tenants and licensees. Except as otherwise stated herein, a default by a Co-
1519 Owner shall be subject to the following:

1520 a. Legal Proceedings. An action to recover any sums due for money damages, injunctive
1521 relief, foreclosure of the lien for payment of all assessments, any other relief provided for
1522 in these By-Laws, or any combination thereof, and any other relief afforded by a court of
1523 competent jurisdiction may be sought by the Council, either upon resolution of a majority
1524 of Co-Owners present in person or proxy at meeting at which a quorum is present, or the

⁴⁹ Reserved for 2023 First Amendment to Master Deed

- 1525 Board, or if appropriate, by an aggrieved Co-Owner.
- 1526 b. Additional Liability. The Council may assess a Co-Owner for the expense of all
1527 maintenance, repair, or replacement rendered necessary by: (i) such Co-Owner's act,
1528 carelessness or neglect, and for the act, carelessness or neglect of the members of the
1529 Co-Owner's household, or the Co-Owner's family, guests, invitees, employees, tenants
1530 and licensees; or (ii) a condition that originates in the Co-Owner's apartment, without
1531 regard as to whether the Co-Owner or the Co-Owner's family, guests, invitees,
1532 employees, tenants or licensees was negligent, but only to the extent that such expense
1533 is not covered by the proceeds of the insurance maintained by the Council. Co-Owners
1534 are responsible for the insurance deductible for conditions originating in their apartment,
1535 as provided for in **ARTICLE XVI – INSURANCE** of the Master Deed.
- 1536 c. Costs and Fees. All Co-Owners shall pay to the Council promptly on demand all
1537 expenses, fees, and costs of collection including reasonable attorney's fees and interest
1538 imposed by the Board of Directors on behalf of the Council, incurred in collecting any
1539 delinquent assessments, foreclosing its lien, or enforcing any provision of the Master
1540 Deed, these By-Laws, or rules and regulations against such Co-Owner or Occupant of
1541 an apartment.
- 1542 d. No Waiver of Rights. If the Council, the Board, or any Co-Owner fails to enforce any
1543 right, provision, covenant, or condition, which may be granted by the Master Deed, these
1544 By-Laws, and rules and regulations, such failure shall not constitute a waiver of the right
1545 of the Council, the Board or any such Co-Owner to enforce such right, provision,
1546 covenant, or condition in the future. All rights, remedies, and privileges granted to the
1547 Council, the Board, or any Co-Owner pursuant to any term, provision, covenant or
1548 condition of the Master Deed, these By-Laws, or rules and regulations shall be deemed
1549 to be cumulative, and the exercise of any one or more thereof shall not be deemed to
1550 constitute an election of remedies, nor shall it preclude the party exercising the same
1551 from providing such other rights and privileges as may be granted to such party by the
1552 Master Deed, these By-Laws, the rules and regulations, or at law or in equity.
- 1553 e. Interest. In addition to the rights afforded in **ARTICLE X – COMMON EXPENSES** of the
1554 Master Deed, in the event of a default by any Co-Owner in paying any sum assessed
1555 against such Co-Owner's apartment, which continues for a period in excess of fifteen
1556 (15) days, the Board shall also charge interest from the due date until paid, at the
1557 prevailing legal interest rate for judgments in Virginia.
- 1558 f. Abatement and Enjoinment of Violations by Co-Owners. In the event of violation or
1559 breach of any provision of the Master Deed, these By-Laws, or any rule or regulation,
1560 the Board of Directors, any person(s) authorized by the Board of Directors or Council, or
1561 any group of the foregoing, shall have the right and authority, in addition to any other
1562 rights set forth in the Master Deed, these By-Laws and under the laws of the

1563 Commonwealth of Virginia to: (i) enter an apartment, including the parking space and
1564 storage area, in which such violation or breach exists and summarily to correct, abate
1565 and/or remove, at the expense of the defaulting Co-Owner, any structure, thing or
1566 condition that may exist therein that violates and/or is therein contrary to the intent and
1567 meaning of any provision of the Master Deed, these By-Laws, rules and regulations, or
1568 the Virginia Condominium Act; (ii) use self-help to remove or cure any violation of the
1569 Master Deed, these By-Laws, or rules and regulations (including without limitation the
1570 towing of vehicles) on the common elements or in an apartment, including the parking
1571 space and storage area; or (iii) enjoin, abate, or remedy by appropriate legal
1572 proceedings, either at law or in equity, the continuance of any such breach.
1573 Notwithstanding the foregoing, no cause of action of any kind, including, but not limited
1574 to trespass, shall arise against the Board of Directors, the Council, any officer, director,
1575 employee or agent of the Council, or any person(s) authorized by the Board of Directors
1576 or Council, and any group of the foregoing on which may arise out of their exercise of
1577 their right of entry into an apartment as provided in this Section.

1578 g. Other Penalties. In addition to all other remedies and notwithstanding the pending of
1579 any legal proceeding or a foreclosure, failure by a Co-Owner (or the members of the Co-
1580 Owner's household or family, or the Co-Owner's guests, invitees, employees, tenants,
1581 and licensees) to comply with any of the terms of the Master Deed, these By-Laws, and
1582 the rules and regulations, shall subject such Co-Owner to other penalties, including, but
1583 not limited to, the imposition of special charges as a monetary sanction and the
1584 suspension of privileges for any infraction or violation of the Master Deed, these By-
1585 Laws, or the rules and regulations. Privileges may be suspended for any period during
1586 which assessments are past due sixty (60) days or more until the assessment is paid or
1587 resolved, and for a period up to thirty (30) days for any non-monetary violation of the
1588 Master Deed, these By-Laws, or the rules and regulations. The Board of Directors and
1589 Managing Agent shall follow such procedures as are required by § 55.1-1959 of the
1590 Virginia Condominium Act or as otherwise required under Virginia law.

1591 6. RECORD OF OWNERSHIP. Every apartment owner shall promptly cause to be duly
1592 recorded or filed of record the unit deed, lease, assignment, or other conveyance of such
1593 apartment other than sub-lease; or other evidence of his title thereto. Every owner shall file
1594 such evidence of title to the unit or right to use such unit with the Board of Directors or
1595 Managing Agent, and the Secretary shall maintain all such information in the record of
1596 ownership of the Council.

1597 7. MORTGAGES. Any apartment Owner who mortgages the apartment or any interest therein
1598 shall notify the Board of Directors or Managing Agent of the name and address of the
1599 mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all
1600 such information in the record of ownership of the Council. The Board of Directors or
1601 Managing Agent at the request of any mortgagee or prospective purchaser of any apartment

1602 or interest therein shall report to such person the amount of any assessments against such
1603 apartment then due and unpaid.

1604 8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY CO OWNERS.

1605 a. Co-Owners shall not make any structural, plumbing, or electrical addition, alteration, or
1606 improvement in or to their apartments, or paint or alter the exterior appearance of their
1607 apartments (including flooring, exterior doors, threshold, and windows), without the prior
1608 written consent of the Board. No structural addition, alteration, or improvement may be
1609 made to a load-bearing wall or structural support without obtaining certified plans from
1610 licensed engineer, any and all governmental approvals, and the prior written consent of
1611 the Board of Directors. Co-Owners must submit requests for any such addition,
1612 alteration, or improvement to the Board in accordance with the procedures adopted by
1613 the Board. Requests for approval must include a full description of the scope of work to
1614 be performed, as well as, a certification that any structural, plumbing, or electrical work
1615 shall be conducted by a contractor licensed in Virginia.

1616 b. In connection with its discharge of responsibilities, the Board of Directors may engage or
1617 consult with architects, engineers, planners, surveyors, or other professionals. The
1618 Board of Directors reserves the right to require any Co-Owner seeking approval for
1619 additions, alterations, or improvements to pay some or all of those fees incurred by the
1620 Council. Before such fees or costs are incurred, the Board of Directors shall advise the
1621 Co-Owner of the projected costs for these services and/or professionals. The payment
1622 of these fees may be established as a condition for approval for such additions,
1623 alterations, or improvements.

1624 c. The Board shall be obligated to answer any written request by a Co-Owner within forty-
1625 five (45) days after such request. In the event the Board (or its designated Committee)
1626 fails to respond to a Co-Owner's written request for an addition, alteration, or
1627 improvement within forty-five (45) days of a properly submitted request, the Co-Owner's
1628 request shall be deemed to have been approved except for a Co-Owner's request that is
1629 prohibited under the Master Deed, these By-Laws, or Virginia law, in which case no
1630 disapproval is necessary to uphold the prohibited additions, alterations, or
1631 improvements.

1632 d. If any application to any governmental authority for a permit is required to make any
1633 such structural, plumbing, electrical additions, alterations, and improvements in or to an
1634 apartment, then the Application shall be signed on behalf of Council by an authorized
1635 officer only, without however, incurring any liability on the part of the Board, officers,
1636 Council, or any of them to any contractor, subcontractor, or materialmen on account of
1637 such addition, alteration, or improvement or to any person or entity having a claim for
1638 injury to person or damage to property arising therefrom.

1639 e. The approval of the plans for an addition, alteration, or improvement shall not constitute
1640 a representation or warranty by the Board of Directors of the adequacy, technical
1641 sufficiency or safety of the addition, alteration, or improvement as described in the plans.
1642 Co-Owner expressly releases the Board of Directors and Council from all liability
1643 whatsoever for the failure of the plans for the addition, alteration, or improvement to
1644 comply with applicable building codes, laws or ordinances or to comply with sound
1645 engineering, architectural or construction practices. In addition, in no event shall the
1646 Board of Directors or Council have liability to any Co-Owner, contractor or any other
1647 party for any costs or damages (consequential or otherwise) that may be incurred or
1648 suffered on account of the Board of Directors' approval, disapproval or conditional
1649 approval of plans for an addition, alteration or improvement.

1650 f. Electric vehicle charging stations for the Co-Owner's personal use within the boundaries
1651 of a parking space or parking stall, that is part of the Co-Owner's apartment, provided
1652 that the Co-Owner complies with all stated conditions and requirements in § 55.1-1962.1
1653 of the Virginia Condominium Act, as amended. The installation of an electric vehicle
1654 charging station in a common element parking space or parking stall requires the prior
1655 written consent of the Board of Directors.

1656 9. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE BOARD OF DIRECTORS⁵⁰.
1657 Whenever in the judgment of the Board of Directors, the Common Elements requires
1658 additions, alterations, or improvements and the projected cost of the alteration or
1659 improvement project is in excess of fifteen percent (15%) of the approved annual budget for
1660 the fiscal year during any period of twelve (12) consecutive months, the total expense of the
1661 additions, alterations, or improvements must be approved by a majority vote of the Co-
1662 Owners, present in person or by proxy at a duly called meeting of the Council convened in
1663 accordance with these By-Laws, and the cost thereof shall constitute a Common Expense or
1664 limited Common Expense, depending on the nature of the additions, alterations, or
1665 improvements project. Any additions, alterations, or improvements project costing fifteen
1666 percent (15%) of the approved annual budget for the fiscal year during any period of twelve
1667 (12) consecutive months or less may be made by the Board of Directors without approval of
1668 the Co-Owners, and the cost thereof shall constitute a Common Expense or limited
1669 Common Expense, depending on the nature of the additions, alterations, or improvements
1670 project. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds (2/3rds)
1671 of the Board of Directors, such additions, alterations, or improvements project is exclusively
1672 or substantially for the benefit of the Co-Owners requesting the same, such requesting Co-
1673 Owners shall be assessed therefore in such proportion as they jointly approve, or if they are
1674 unable to agree thereon, in such proportion as may be determined by the Board of
1675 Directors. This section does not apply to the repair, maintenance, replacement, or

⁵⁰ Reserved for 2023 Third Amendment to Master Deed

1676 restoration of Capital Components as defined in the Virginia Condominium Act.

1677 **ARTICLE VI - MISCELLANEOUS**

1678 1. AMENDMENT⁵¹. These By-Laws may be amended in any respect not inconsistent with
1679 provisions of law or the Master Deed only by agreement of apartment owners to which two-
1680 thirds (2/3rds) of the votes in the Council appertain in accordance with the requirements in
1681 section 55-79.71 of the Virginia Condominium Act, except in cases where the Virginia
1682 Condominium Act specifically provides different methods of amendment, but such
1683 amendment shall become effective only upon the recording among the land records of the
1684 City of Alexandria, Virginia, of an amendment to these By-Laws setting forth such
1685 amendment of these By-Laws.

1686 2. INDEMNIFICATION⁵². The Council shall indemnify every officer and director of the Council
1687 against any and all expenses, including reasonable attorney's fees, reasonably incurred by
1688 or imposed upon any officer or director in connection with any action, suit or other
1689 proceeding (including the settlement of any such suit or proceeding if approved by the then
1690 Board of Directors of the Council) to which said officer or director may be made a party by
1691 reason of being or having been an officer or director of the Council whether or not such
1692 person is an officer or director at the time such expenses are incurred. The officers and
1693 directors of the Council shall not be liable to the members of the Council for any mistake of
1694 judgment, negligence, or otherwise, except for their own individual willful misconduct, bad
1695 faith or knowing violations of criminal law. The officers and directors of the Council shall
1696 have no personal liability with respect to any contract or other commitment made by them, in
1697 good faith, on behalf of the Council or the Project (except to the extent that such officers or
1698 directors may also be owners of apartments) and the Council shall indemnify and forever
1699 hold each such officer and director free and harmless against any and all liability to others
1700 on account of any such contract or commitment. Any right to indemnification provided for
1701 herein shall not be exclusive of any other rights to which any officer or director of the
1702 Council, or former officer or director of the Council, may be entitled.

1703 3. SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the
1704 Master Deed and any amendments thereto and the Horizontal Property Act (as amended),
1705 which shall control in case of any conflict. All terms herein (except where clearly repugnant
1706 to the context) shall have the same meaning as in the Master Deed or said Horizontal
1707 Property Act.

⁵¹ 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.

⁵² 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.

1708 4. INTERPRETATION. In case any provisions of these by-laws shall be held invalid, such
1709 invalidity shall not render invalid any other provision hereof which can be given effect.
1710 Nothing in these By-Laws shall be deemed or construed to authorize the Council or Board of
1711 Directors to conduct or engage in any active business for profit of any or all of the apartment
1712 owners.

1713 5. USE OF TECHNOLOGY⁵³

1714 a. Due to the development of new technologies and corresponding changes in business
1715 practices, to the extent permitted by law now or in the future: (1) any notice required to
1716 be sent or received; (2) any signature, vote, consent or approval required to be obtained;
1717 or (3) any payment required to be made, under these By-Laws or Master Deed (as
1718 amended) may be accomplished using the most advanced technology available at the
1719 time if such use is a generally accepted business practice. This section shall govern the
1720 use of technology in implementing the provisions of these By-Laws and the Master Deed
1721 dealing with notices, payments, signatures, votes, consents or approvals.

1722 b. Electronic transmission and other equivalent methods. The Council, apartment owners,
1723 and other persons entitled to occupy an apartment may perform any obligation or
1724 exercise any right under these By-Laws or the Master Deed by any technological means
1725 providing sufficient security, reliability, identification, and verifiability. "Acceptable
1726 technological means" shall include without limitation electronic transmission over the
1727 Internet or the community or other network, whether by direct connection, intranet,
1728 telecopies, or electronic mail.

1729 c. Signature Requirements. Subject to the requirements of federal and Virginia law, an
1730 electronic or digital signature meeting the requirements of applicable law shall satisfy
1731 any requirement for a signature under these By-Laws or the Master Deed.

1732 d. Voting rights. Voting, consent to, and approval of any matter under these By-Laws, the
1733 Master Deed or the applicable provisions of the Virginia Condominium Act may
1734 accomplished by electronic transmission or other equivalent technological means
1735 provided that a record is created as evidence thereof and maintained as long as such
1736 record would be required to be maintained in non-electronic form.

1737 e. Nontechnology alternatives. If any person does not have the capability or desire to
1738 conduct business using electronic transmission or other equivalent technological means,
1739 the Council shall make reasonable accommodation, at its expense, for such person to

⁵³ 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.

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conduct business with the Council without use of such electronic or other means.

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05/18/2023

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**SCHEDULE C-1
CHART OF MAINTENANCE RESPONSIBILITIES**

05/18/2023

	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
1	Building exterior, roof, vertical walls, foundations, gutters and downspouts	Council	Council as a Common Expense
2	Maintenance, repair and replacement of apartment entrance door	Co-Owner (Replacement components must be approved by the Council and must comply with all applicable City and State Building and Fire Prevention Codes.)	Co-Owner
3	Maintenance, repair and replacement of apartment balcony doors and screen doors leading to balconies	Co-Owner (subject to the requirements as adopted by the Board and rules and regulations)	Co-Owner
4	Non-structural maintenance, repair and replacement of balconies, including balcony railings	Council	Co-Owner
5	Structural repair and replacement of apartment balconies	Council	Council as Common Expense
6	Repair and replacement of windows, frames and screens that serve the Common Element	Council	Council as a Common Expense
7	Non-structural maintenance and repair and replacement of windows, frames and screens – serve only one apartment	Co-Owner (subject to the requirements as adopted by the Board as set forth in Handbook)	Co-Owner
8	Interior cleaning and interior caulking of windows that serve only one apartment	Co-Owner	Co-Owner

	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
9	Exterior cleaning of windows	Council	Council as a Common Expense
10	HVAC - Heating and cooling systems and components serving only Common Elements or more than one apartment	Council	Council as a Common Expense
11	HVAC - Heating and cooling systems and components exclusively serving one apartment	Co-Owner	Co-Owner
12	Plumbing and related systems and components thereof, including any sprinkler systems, serving only Common Elements	Council	Council as a Common Expense
13	Plumbing serving a single apartment and located within the boundaries of the apartment	Co-Owner	Co-Owner exclusively served by such plumbing
14	Plumbing exclusively serving a single apartment and located outside the boundaries of the apartment	Council	Council as Common Expense
15	Electrical and related systems and components thereof including fixtures, serving only Common Elements or more than one apartment	Council	Council as a Common Expense

	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
16	Electrical and related systems and components, including wires, exclusively serving an apartment and located within the boundaries thereof	Co-Owner	Co-Owner exclusively served by such electrical components and related systems
17	Electrical and related systems and components, including fixtures, exclusively serving an apartment but located outside the boundaries thereof	Council	Co-Owner exclusively served by such electrical components and related systems
18	Exterminating within individual apartments, storage areas and utility closets, excluding the care and cleaning of furniture, furnishings and personal property	Council	Council as a Common Expense
19	Exterminating exterior of buildings, foundation, Common Element areas, and garages	Council	Council as a Common Expense
20	Appliances, machinery, cabinets and fixtures in apartments	Co-Owner	Co-Owner
21	Apartments (within boundaries): interior partitions, ceilings and floors, finished surfaces of all perimeter walls, ceilings, and floors in the apartments, kitchen and bathroom fixtures and appliances, lighting located in the apartments	Co-Owner	Co-Owner

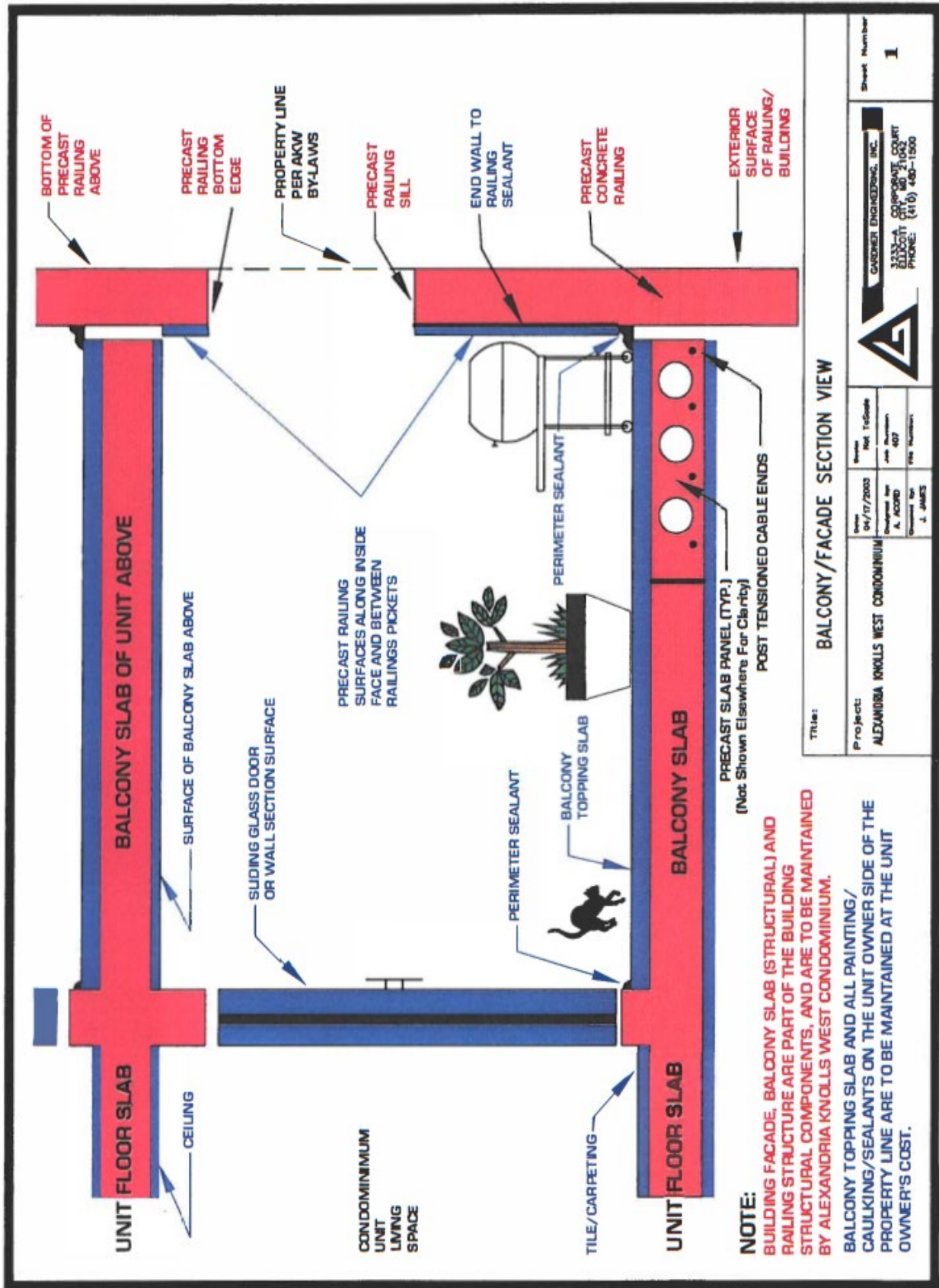
	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
22	Chutes, ducts, conduits, wires, cables, vents and flues serving only one apartm ent located within the boundaries of the apartm ent	Co-Owner	Co-Owner
23	Chutes, ducts, conduits, wires, cables, vents and flues serving only one apartm ent but located outside the boundaries of the apartment	Council	Co-Owner exclusively served by such chutes, ducts, conduits, wires, bearing walls, bearing columns and flues
24	Chutes, ducts, conduits, wires, bearing walls, bearing columns cables, and flues serving more than one apartment or the Common Elements	Council	Council as a Common Expense
25	Maintenance, repair and replacement of Common Element storage areas	Council	Council as Common Expense
26	Parking space that is part of the apartm ent	Council	Council as Common Expense
27	All other parking spaces that are deeded to a co-owner or are part of the apartm ent	Council	Council as Common Expense
28	Parking spaces of Common Element	Council	Council as Common Expense
29	Maintenance (including snow removal), repair or replacement of Common Element sidewalk areas, patios, grounds, landscaped areas, parking lots and roadways, com mon trash and recycling areas	Council	Council as a Common Expense

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SCHEDULE C-2
BALCONY VIEWS
Prepared by Gardner Engineering, Inc.
Dated 4/17/2003

05/18/2023

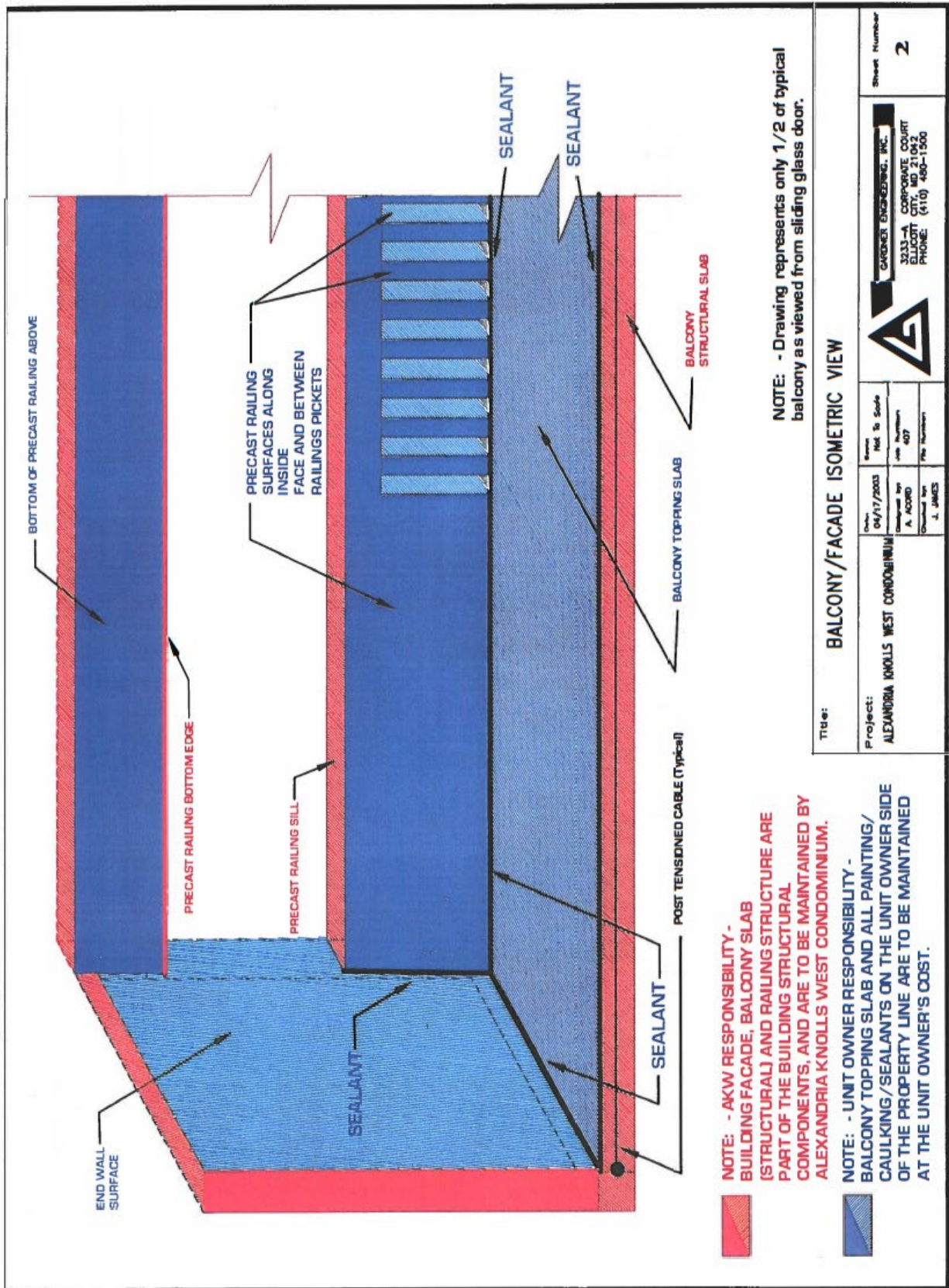


NOTE:
 BUILDING FACADE, BALCONY SLAB (STRUCTURAL) AND RAILING STRUCTURE ARE PART OF THE BUILDING STRUCTURAL COMPONENTS, AND ARE TO BE MAINTAINED BY ALEXANDRIA KNOLLS WEST CONDOMINIUM.
 BALCONY TOPPING SLAB AND ALL PAINTING/CAULKING/SEALANTS ON THE UNIT OWNER SIDE OF THE PROPERTY LINE ARE TO BE MAINTAINED AT THE UNIT OWNER'S COST.

BALCONY/FACADE SECTION VIEW

Project: ALEXANDRIA KNOLLS WEST CONDOMINIUM		Date: 04/17/2003	Scale: Not To Scale	Sheet Number: 1
Designed by: A. ACCORD	Job Number: 407	Drawn by: J. JAMES	File Number:	
Title: BALCONY/FACADE SECTION VIEW				

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Title: BALCONY/FACADE ISOMETRIC VIEW		Sheet Number 2
Project: ALEXANDRIA KNOLLS WEST CONDOMINIUM	Drawn: 04/17/2003	 GARDNER ENGINEERING, INC. 3233-A CORPORATE COURT ELIJAH CITY, MD 21042 PHONE: (410) 480-1500
Designed by: A. ACCORD	Not To Scale	
Checked by: J. JAMES	with the following File Numbers:	

1768

EXHIBIT 2

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CERTIFICATION

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In accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED** and §§ 55.1-1900, 55.1-1934, and 55.1-1941 of the Virginia Condominium Act, I, _____,

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President and principal officer of the Council of Co-Owners of Alexandria Knolls West

1774

Condominium Homes, hereby certify that the requisite majority of Co-Owners signed

1775

ratifications approving and ratifying the adoption of this 2023 Fifth Amendment to the Master

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Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium

1777

Homes.

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

1779

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1781

1782

By: _____

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_____, President

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COMMONWEALTH OF VIRGINIA :

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COUNTY OF _____ :

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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

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Knolls West Condominium Homes, whose name is signed to this **CERTIFICATION**, has

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personally acknowledged the same before me in my county aforesaid.

1792

Given under my hand and seal this ____ day of _____, 2023.

1793

1794

Notary Public

1795

1796

My Commission Expires: _____

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Notary Registration No.: _____

1798

(Signatures Continue on Next Page)

**EXHIBIT 3
CERTIFICATION**

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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 Fifth 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.: _____