

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

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9 **THIS AMENDMENT PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH**

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12 **2023 SECOND AMENDMENT**  
13 **TO THE MASTER DEED AND BY-LAWS OF THE COUNCIL OF CO-OWNERS OF**  
14 **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		

16 **2023 SECOND AMENDMENT**  
17 **TO THE MASTER DEED AND BY-LAWS**  
18 **OF THE COUNCIL OF CO-OWNERS OF**  
19 **ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES**  
20

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

26 WITNESSETH:

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

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

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

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

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

39 **WHEREAS**, a 2016 First Amendment to the Master Deed and By-Laws dated December  
40 15, 2016 was recorded as Instrument #160019619 at Page 377, *et seq.*, among the Land Records;

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

44 **WHEREAS**, as evidenced by the Certification appended as **EXHIBIT 2** hereto, in  
45 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED** and Va. Code Ann.

46 § 55.1-1934 as amended (1950), the requisite majority of co-owners have signed ratifications  
47 approving and ratifying this 2023 Second Amendment to the Master Deed and By-Laws; and

48 **WHEREAS**, as evidenced by the Certification appended as **EXHIBIT 3** hereto, in  
49 accordance with **ARTICLE XXII - AMENDMENT OF MASTER DEED**, at least a majority of  
50 the mortgagees have consented to this 2023 Second Amendment to the Master Deed and By-Laws,  
51 either in writing or by operation of Va. Code Section 55.1-1941 as amended (1950)

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

54

55 **1. ARTICLE III - EASEMENTS, Subparagraph “c” of the Master Deed is hereby**  
56 **deleted in its entirety and the following is substituted in its place:**

57 c. In accordance with the applicable provisions of the Virginia Condominium Act,  
58 there hereby is reserved a right of access through each apartment, including the parking space and  
59 storage areas, for the benefit of the Council, Board of Directors, any person(s) authorized by the  
60 Board of Directors and any group of the foregoing, for the purpose of enabling the exercise of the  
61 Board of Directors powers and duties, including (without limitation) making inspections,  
62 correcting any conditions originating in an apartment that threatens another apartment or the  
63 Common Elements, upkeep of the Common Elements within an apartment or elsewhere in the  
64 Project, and correcting any condition which violates any provision of this Master Deed or the By-  
65 Laws, the rules and regulations, the Virginia Condominium Act, or any mortgage. Requests for  
66 entry shall be made in advance, and any such entry shall be made at a time that is reasonably  
67 convenient to the Co-Owner; provided, however, that in the case of an emergency such right of  
68 entry shall be immediate, whether the Co-Owner is present at the time of entry or not, and the party  
69 exercising the right of entry shall not be required to provide advance notice of such entry to the  
70 Co-Owner, or to receive permission from the Co-Owner. For purposes of this section,  
71 “emergency” means any occurrence, or threat thereof, whether natural or man-made, which results  
72 or may result in substantial injury or harm to a person or substantial damage to or loss of real  
73 property or personal property. For the purposes stated herein, the Council shall maintain a  
74 duplicate set of keys to each apartment, and each Co-Owner shall be required to provide a duplicate  
75 set of keys for the apartment to the Council for the locks on the main entry door to the apartment.  
76 Co-Owners shall provide a duplicate set of keys for each new or additional lock installed on the

77 main entry door to the apartment within five (5) calendar days of the installation of the new or  
78 additional locks. Notwithstanding the foregoing, no cause of action of any kind, including but not  
79 limited to trespass, shall arise against the Board of Directors, the Council, any officer, director,  
80 employee or agent of the Council, or any person(s) authorized by the Board of Directors or Council  
81 on account of their failure to inspect or otherwise ascertain any defects or conditions associated  
82 therewith which occur in the apartment, or which may arise out of their exercise of their right of  
83 entry into an apartment.

84  
85 **2. ARTICLE IX – ADMINISTRATION OF THE PROJECT, Subparagraph “d” of the**  
86 **Master Deed is hereby deleted in its entirety and the following is substituted in its place:**

87 d. Before commencing work or permitting construction on any improvement in the  
88 Project, the cost of which exceeds the five percent (5%) of the Annual Budget for the current fiscal  
89 year, the Board of Directors shall make a determination as to whether the Council shall require  
90 that bonds be obtained for a Project.

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92 **3. The following is added as ARTICLE X – COMMON EXPENSES, Section b (7) of the**  
93 **Master Deed:**

94 b. Assessment of Common Expenses

95 7. Reserve Enhancement Contribution Assessment. The purchaser in a resale  
96 transaction shall, in addition, be obligated to pay at settlement, a Reserve Enhancement  
97 Contribution Assessment that will be equal to one (1) month of the Annual Assessment due for the  
98 apartment on the date of transfer or conveyance of the apartment, unless otherwise exempt as set  
99 forth herein. The Reserve Enhancement Contribution Assessment shall be paid into reserves  
100 maintained by the Council. The payment and collection of the Reserve Enhancement Contribution  
101 Assessment made pursuant to the foregoing provisions shall be in accordance with the terms  
102 providing for payment and collection of assessments in the Master Deed, By-Laws, and the  
103 Virginia Condominium Act, including without limitation, the right reserved to the Board to  
104 accelerate payment of assessment and the right to recovery of attorney’s fees and costs.  
105 Notwithstanding the above, no Reserve Enhancement Contribution Assessment shall be levied  
106 upon transfer to or conveyance of title to an apartment for the following:

107 a) by a Co-Owner to any person who was a Co-Owner immediately  
108 prior to such transfer (provided, upon any subsequent transfer of an ownership interest in such  
109 apartment, the Reserve Enhancement Contribution Assessment shall become due);

110 b) to the Co-Owner's estate, surviving spouse, or heirs at law upon the  
111 death of the Co-Owner (provided, upon any subsequent transfer of an ownership interest in such  
112 apartment, the Reserve Enhancement Contribution Assessment shall become due);

113 c) to an entity wholly owned by the grantor or to a family trust created  
114 by the grantor for the direct benefit of the grantor and spouse and/or heirs at law, or foreclosure of  
115 such a Mortgage (provided, upon any subsequent transfer of an ownership interest in such  
116 apartment, the Reserve Enhancement Contribution Assessment shall become due); or

117 d) to an institutional lender as security for the performance of an  
118 obligation pursuant to a Mortgage or from a purchaser acquiring an apartment from an institutional  
119 lender that acquired the apartment as security for the performance of an obligation pursuant to a  
120 Mortgage; (provided however, upon any subsequent transfer of an ownership interest in such  
121 apartment, the Reserve Enhancement Contribution Assessment shall become due).

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123 **4. The following is added as new ARTICLE XXIII — LIMITATIONS ON SALE AND**  
124 **LEASE, Section c of the Master Deed:**

125 c. Department of Veterans Affairs. Notwithstanding any other provision in this  
126 Master Deed, to the extent that any provision set forth in the Master Deed or By-Laws is  
127 inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States  
128 Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or part  
129 36 of Title 38, Code of Federal Regulations, such provision shall not apply to any apartment that  
130 is:

- 131 (i) encumbered by Department of Veterans Affairs Financing or;  
132 (ii) owned by the Secretary of Veterans Affairs, an Officer of the United States.

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134 **5. ARTICLE V – OBLIGATIONS OF APARTMENT OWNERS, Section 2.**  
135 **MAINTENANCE OF APARTMENTS of the By-Laws is hereby deleted in its entirety and**  
136 **the following is substituted in its place:**

137 Section 2. MAINTENANCE AND REPAIR.

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

148 b. By the Council. The Council, acting by and through the Board of Directors, shall  
149 be responsible for the maintenance, repair, and replacement of all of the Common Elements of the  
150 Project, including the limited Common Elements, whether located inside or outside of the  
151 apartment. The cost of such maintenance, repair, and replacement may be charged to Co-Owners  
152 as a Common Expense as provided for in this Section; provided, however, that the Board of  
153 Directors shall especially assess a responsible Co-Owner for the amounts incurred by the Council,  
154 if in the opinion of a majority of the Board of Directors, the Council incurs an expense as a result  
155 of such Co-Owner’s act, carelessness or neglect, and for the act, carelessness or neglect of the  
156 members of the Co-Owner’s household or family, or the Co-Owner’s family guests, invitees,  
157 employees, tenants and licensees, or such Co-Owner’s failure to maintain the apartment, in  
158 accordance with the requirements set forth in these By-Laws or the Master Deed.

159 c. By the Co-Owner. All co-owners shall, at their own expense, repair, maintain,  
160 amend, and keep their apartments, including without limitation, any and all internal installations,  
161 such as water, electricity, telephone, internet, telecommunication systems, sewer, sanitation,  
162 heating ventilation and air conditioning equipment (“HVAC”), lights, and all fixtures and/or  
163 accessories contained in such apartments, including, but not limited to, any interior decorated or  
164 finished wall surfaces, floors, and ceilings of such apartments. All necessary reparations and  
165 betterments and improvements shall be maintained in good order and condition, except as  
166 otherwise provided by law or by the Master Deed, and the Co-Owner shall be liable for any loss  
167 or damage, originating from within an apartment to the Common Elements, limited Common  
168 Elements or other apartments due to the act, neglect or carelessness of a Co-Owner or the failure

169 of the Co-Owner to perform such work in a diligent manner. A Co-Owner shall be responsible for  
170 prompt reimbursement of all authorized expenses incurred by the Council on demand, (i) due to  
171 the Co-Owner's failure to repair or replace an uninsured loss or damage caused to the Common  
172 Elements, furniture, furnishings, or any equipment when such loss is resulting from such act,  
173 carelessness or neglect by a Co-Owner, or the act, carelessness, or neglect of a member of Co-  
174 Owner's household, or Co-Owner's family, guests, tenants, employee's or licensees; or (ii) when  
175 such loss or damage to the Project arises from a condition originating in the apartment without  
176 regard as to whether the Co-Owner was negligent. The Co-Owner shall promptly notify the Board  
177 of Directors of any loss, damage or other defect in the Project when discovered.

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

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

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187 **5. SCHEDULES C-1 and C-2 to the By-Laws are appended hereto as EXHIBIT 1 to this**  
188 **2023 Second Amendment to Master Deed and By-laws and are incorporated as Schedules to**  
189 **the By-Laws as if fully set forth therein.**

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191 **6. There are no further changes to the Master Deed or By-Laws.**

192 (Signatures start on next page)





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

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

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

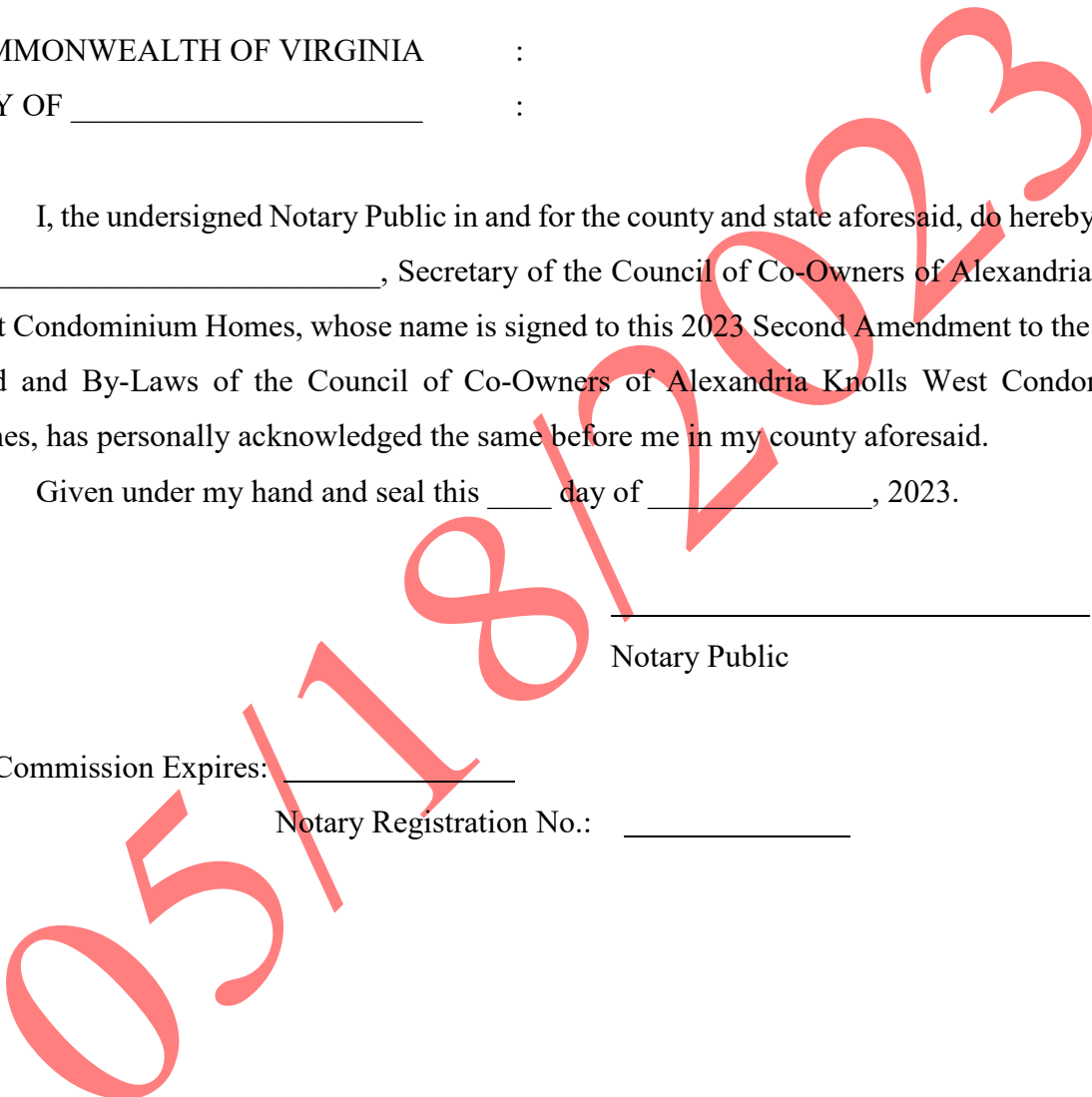
I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, Secretary of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, whose name is signed to this 2023 Second Amendment to the Master Deed and By-Laws of the Council of Co-Owners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



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**EXHIBIT 1**

**1. CHART OF MAINTENANCE RESPONSIBILITIES**  
**SCHEDULE C-1 to the By-Laws**

**2. BALCONY VIEWS**

Prepared By Gardner Engineering, Inc.

Dated 4/17/2003

**SCHEDULE C-2 to the By-Laws**

05/18/2023

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

05/18/2023

	<b>ITEM</b>	<b>PARTY RESPONSIBLE FOR PERFORMANCE</b>	<b>PARTY RESPONSIBLE FOR COST OF PERFORMANCE</b>
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

	<b>ITEM</b>	<b>PARTY RESPONSIBLE FOR PERFORMANCE</b>	<b>PARTY RESPONSIBLE FOR COST OF PERFORMANCE</b>
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

	<b>ITEM</b>	<b>PARTY RESPONSIBLE FOR PERFORMANCE</b>	<b>PARTY RESPONSIBLE FOR COST OF PERFORMANCE</b>
22	Chutes, ducts, conduits, wires, cables, vents and flues serving only one apartment located within the boundaries of the apartment	Co-Owner	Co-Owner
23	Chutes, ducts, conduits, wires, cables, vents and flues serving only one apartment 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 apartment	Council	Council as Common Expense
27	All other parking spaces that are deeded to a co-owner or are part of the apartment	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, common trash and recycling areas	Council	Council as a Common Expense



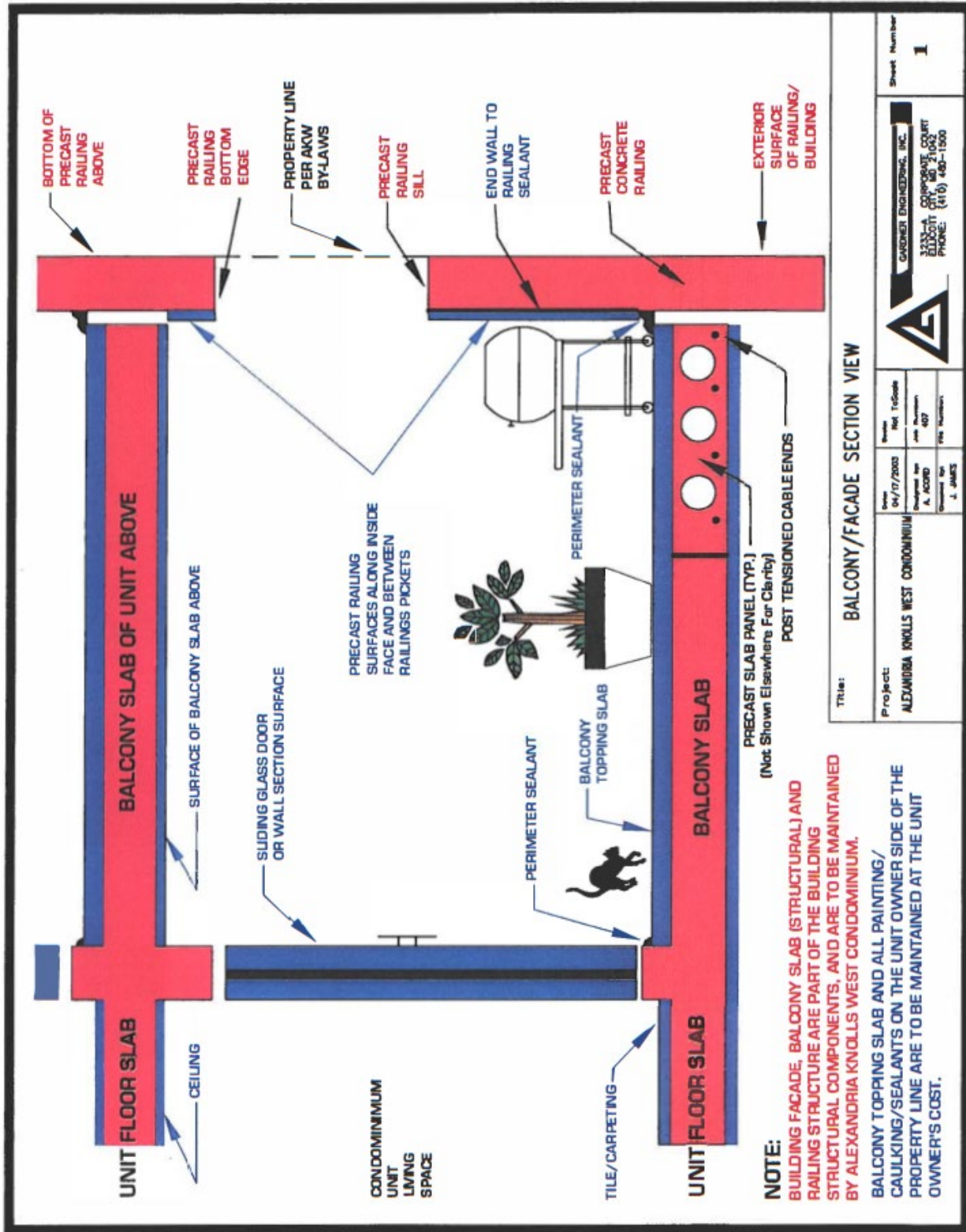
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**SCHEDULE C-2**  
**BALCONY VIEWS**

Prepared By Gardner Engineering, Inc.

Dated 4/17/2003

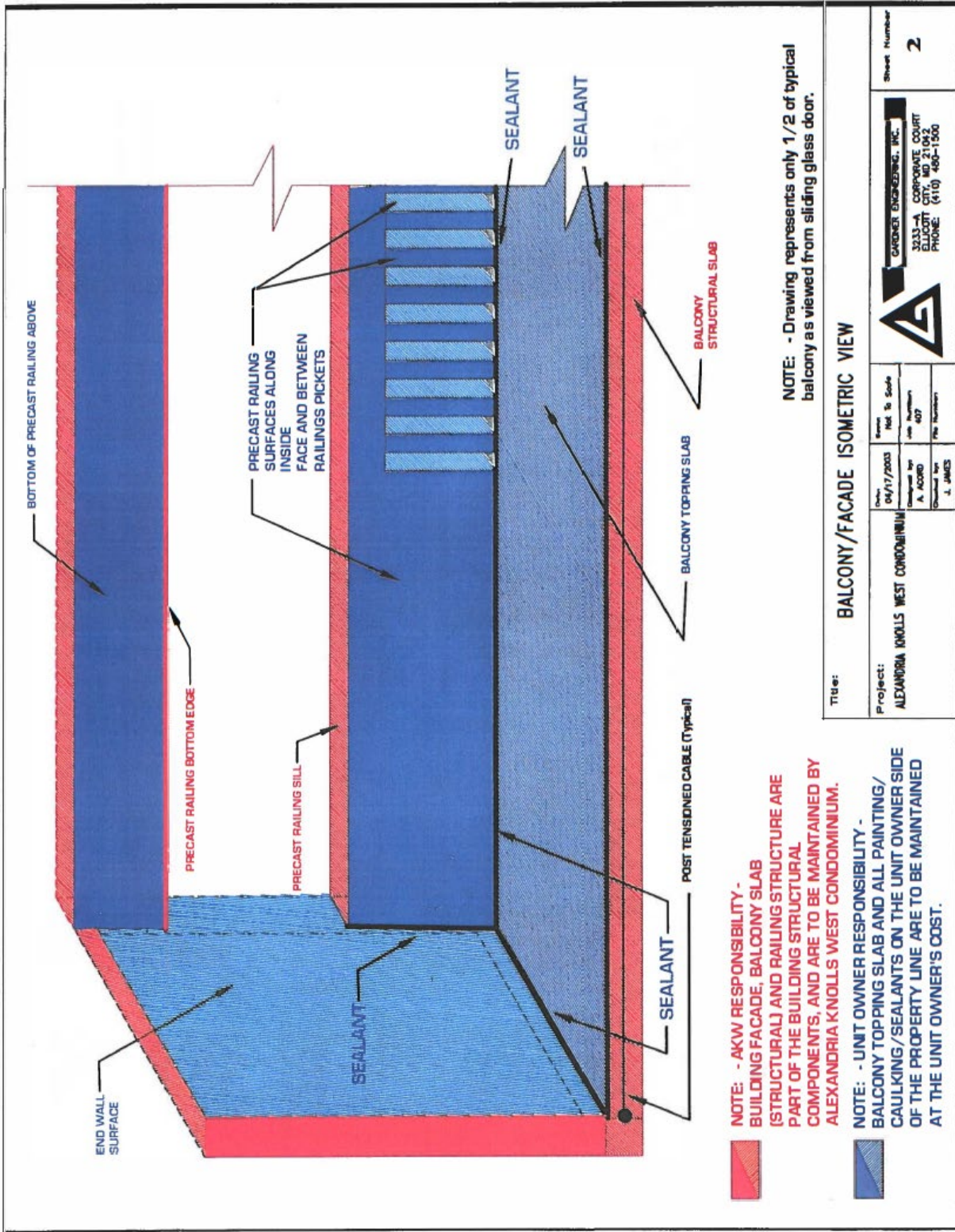
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**BALCONY/FACADE SECTION VIEW**

Date: 04/17/2003	Drawn: Not To Scale	Sheet Number: <b>1</b>
Designed by: A. JACOBI	Job Number: 407	 <b>GARDNER ENGINEERING, INC.</b> 1233-A CORPORATE COURT ELICOTT CITY, MD 21032 PHONE: (410) 486-1500
Checked by: J. JAMES	File Number:	

Project: ALEXANDRIA KNOLLS WEST CONDOMINIUM



**NOTE: - AKW RESPONSIBILITY -**  
 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.

**NOTE: - UNIT OWNER RESPONSIBILITY -**  
 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.

**NOTE: - Drawing represents only 1/2 of typical balcony as viewed from sliding glass door.**

**Title:** BALCONY/FACADE ISOMETRIC VIEW

<b>Project:</b> ALEXANDRIA KNOLLS WEST CONDOMINIUM	<b>Date:</b> 04/17/2003	<b>Scale:</b> 1/2" = 1'-0"	<b>Sheet Number:</b> 2
<b>Designed by:</b> A. ACCORD	<b>Drawn by:</b> J. JAMES	<b>Job Number:</b> 407	<b>Per Number:</b>

**GARDNER ENGINEERING, INC.**  
 2833 A CORPORATE COURT  
 SUITE 200  
 FORT WORTH, TX 76102  
 PHONE: (817) 496-1500

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**EXHIBIT 2**  
**CERTIFICATION**

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, \_\_\_\_\_, President and principal officer of the Council of Co-Owners of Alexandria Knolls West Condominium Homes, hereby certify that the requisite majority of Co-Owners signed ratifications approving and ratifying the adoption of this 2023 Second 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.: \_\_\_\_\_

(Signatures Continue on Next Page)

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**EXHIBIT 3  
CERTIFICATION**

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