1	Return to:
2	Whiteford, Taylor & Preston, LLP
3	3190 Fairview Park Drive, Suite 800
4	Falls Church, Virginia 22042
5	
6	
7	
8	
9	THIS AMENDMENT PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH
10	
11	
12	2023 THIRD AMENDMENT
13	TO THE MASTER DEED AND BY-LAWS OF THE COUNCIL OF CO-OWNERS OF
14	ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

BY APARTMENT NUMBER

Apt		Apt		<u>Apt</u>		<u>Apt</u>	
Number	Assessor's Map	Number	Assessor's Map	Number	Assessor's Map	Number	Assessor's Map
105	057.03-0B-0105	601	057.03-0B-0601	1005	057.03-08-1005	1510	057.03-0B-1510
106	057.03-0B-0106	602	057.03-0B-0602	1006	057.03-08-1006	1511	057.03-0B-1511
201	057.03-08-0201	603	057.03-0B-0603	1007	057.03-08-1007	1512	057.03-0B-1512
202	057.03-0B-0202	604	057.03-0B-0604	1008	057.03-08-1008	1601	057.03-0B-1601
203	057.03-0B-0203	605	057.03-0B-0605	1009	057.03-08-1009	1602	057.03-0B-1602
204	057.03-0B-0204	605	057.03-0B-0605	1010	057.03-08-1010	1603	057.03-0B-1603
205	057.03-08-0205	606	057.03-0B-0606	1011	057.03-08-1011	1604	057.03-0B-1604
206	057.03-08-0206	607	057.03-0B-0607	1012	057.03-08-1012	1605	057.03-08-1605
207	057.03-0B-0207	608	057.03-0B-0608	1101	057.03-08-1101	1606	057.03-0B-1606
208	057.03-08-0208 057.03-08-0209	610	057.03-08-0609 057.03-08-0610	1102	057.03-08-1102 057.03-08-1103	1607	057.03-08-1607 057.03-08-1608
210	057.03-08-0209 057.03-08-0210	611		1103		1609	
			057.03-0B-0611		057.03-08-1104		057.03-08-1609
211	057.03-08-0211	612	057.03-0B-0612	1105	057.03-08-1105	1610	057.03-08-1610
301	057.03-08-0212	701 702	057.03-08-0701	1106	057.03-08-1106	1611	057.03-08-1611
	057.03-08-0301	702	057.03-0B-0702		057.03-08-1107		057.03-08-1612
302	057.03-0B-0302		057.03-0B-0703	1108	057.03-08-1108	1701	057.03-0B-1701
303	057.03-0B-0303	704	057.03-0B-0704	1109	057.03-08-1109	1702	057.03-0B-1702
304	057.03-0B-0304	705	057.03-0B-0705	1110	057.03-08-1110	1703	057.03-08-1703 057.03-08-1704
305	057.03-08-0305	706	057.03-0B-0706	1111	057.03-08-1111	1704	
306	057.03-0B-0306	707	057.03-0B-0707	1112	057.03-08-1112	1705	057.03-0B-1705
306	057.03-0B-0306	708	057.03-0B-0708	1201	057.03-08-1201	1706	057.03-0B-1706
307	057.03-0B-0307	709	057.03-0B-0709	1202	057.03-08-1202	1707	057.03-0B-1707
308	057.03-0B-0308	710	057.03-0B-0710	1203	057.03-08-1203	1708	057.03-0B-1708
309	057.03-08-0309	711	057.03-0B-0711	1204	057.03-08-1204	1709	057.03-0B-1709
310	057.03-0B-0310	712	057.03-0B-0712	1205	057.03-08-1205	1710	057.03-0B-1710
311	057.03-0B-0311	801	057.03-0B-0801	1206	057.03-08-1206	1711	057.03-0B-1711
312	057.03-0B-0312	802	057.03-0B-0802	1207	057.03-08-1207	1712	057.03-0B-1712
401	057.03-0B-0401	803	057.03-0B-0803	1208	057.03-08-1208	1801	057.03-0B-1801
402	057.03-0B-0402	804	057.03-0B-0804	1209	057.03-0B-1209	1802	057.03-0B-1802
403	057.03-0B-0403	805	057.03-0B-0805	1210	057.03-08-1210	1803	057.03-0B-1803
404	057.03-0B-0404	806	057.03-0B-0806	1211	057.03-08-1211	1804	057.03-0B-1804
405	057.03-0B-0405	807	057.03-0B-0807	1212	057.03-08-1212	1805	057.03-0B-1805
406	057.03-0B-0406	808	057.03-0B-0808	1401	057.03-0B-1401	1806	057.03-0B-1806
406	057.03-0B-0406	809	057.03-0B-0809	1402	057.03-0B-1402	1807	057.03-0B-1807
407	057.03-0B-0407	810	057.03-0B-0810	1403	057.03-08-1403	1808	057.03-0B-1808
408	057.03-0B-0408	811	057.03-0B-0811	1404	057.03-08-1404		
409	057.03-0B-0409	812	057.03-0B-0812	1405	057.03-08-1405		
410	057.03-0B-0410	901	057.03-0B-0901	1406	057.03-08-1406		
411	057.03-0B-0411	902	057.03-0B-0902	1407	057.03-08-1407		
412	057.03-0B-0412	903	057.03-0B-0903	1408	057.03-08-1408		
501	057.03-08-0501	904	057.03-0B-0904	1409	057.03-08-1409		
502	057.03-0B-0502	905	057.03-0B-0905	1410	057.03-08-1410		
503	057.03-08-0503	906	057.03-0B-0906	1411	057.03-08-1411		
504	057.03-08-0504	907	057.03-0B-0907	1412	057.03-08-1412		
505	057.03-0B-0505	908	057.03-0B-0908	1501	057.03-08-1501		
506	057.03-0B-0506	909	057.03-0B-0909	1502	057.03-08-1502		
507	057.03-08-0507	910	057.03-0B-0910	1503	057.03-08-1503		
508	057.03-0B-0508	911	057.03-0B-0911	1504	057.03-08-1504		
508	057.03-0B-0508	912	057.03-0B-0912	1505	057.03-08-1505		
509	057.03-0B-0509	1001	057.03-0B-1001	1506	057.03-08-1506		
510	057.03-0B-0510	1002	057.03-0B-1002	1507	057.03-08-1507		
511	057.03-08-0511	1003	057.03-0B-1003	1508	057.03-08-1508		
512	057.03-0B-0512	1004	057.03-0B-1004	1509	057.03-0B-1509		

17	2023 THIRD AMENDMENT
18	TO THE MASTER DEED AND BY-LAWS
19	OF THE COUNCIL OF CO-OWNERS OF
20	ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
21	
22	THIS 2023 THIRD AMENDMENT to the Master Deed and By-Laws of the Council of
23	Co-Owners of Alexandria Knolls West Condominium Homes ("2023 Third Amendment to the
24	Master Deed and By-laws") is made this day of, 2023, by the Council of
25	Co-Owners of Alexandria Knolls West Condominium Homes (hereinafter referred to as
26	"Council").
27	WITNESSETH:
28	WHEREAS, the Master Deed for Alexandria Knolls West Condominium Homes was duly
29	executed on the 14th day of February, 1974, and recorded in Deed Book 772 at Page 585, et seq.,
30	among the land records of the City of Alexandria, Virginia ("Land Records");
31	WHEREAS, the duly adopted By-Laws of the Council are attached to, and specifically
32	made part of, the Master Deed as Schedule C thereof, and was recorded in Deed Book 772 at Page
33	616, et seq., among the Land Records;
34	WHEREAS, an Amendment to the Master Deed dated March 22, 1974 was recorded in
35	Deed Book 775 at page 2, et seq., on April 12, 1974;
36	WHEREAS, a Second Amendment to the Master Deed dated July 5, 1974 was recorded
37	in Deed Book 786 at page 731, et seq., on October 9, 1974;
38	WHEREAS, an Amendment to Master Deed dated July 6, 1982 was recorded in Deed
39	Book 1068 at page 45, et seq.;
40	WHEREAS, a 2016 First Amendment to the Master Deed and By-Laws dated December
41	15, 2016 was recorded as Instrument #160019619 at Page 377, et seq., among the Land Records;
42	WHEREAS, a 2016 Second Amendment to the Master Deed and By-Laws dated
43	December 15, 2016 was recorded as Instrument #160019618 at Page 354, et seq., among the Land
44	Records;
45	WHEREAS, as evidenced by the Certification appended as EXHIBIT 5 hereto, in
46	accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED and Va. Code Ann.

§ 55.1-1934 as amended (1950), the requisite majority of co-owners signed ratifications required for approval approving and ratifying this 2023 Third Amendment to the Master Deed and By-Laws; and

WHEREAS, as evidenced by the Certification appended as EXHIBIT 6 hereto, in accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED, at least a majority of the mortgagees have consented to this 2023 Third Amendment to the Master Deed and By-Laws, either in writing or by operation of Va. Code § 55.1-1941 as amended (1950).

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

1. ARTICLE XIX – ALTERATION OF PROJECT of the Master Deed is hereby deleted in its entirety and the following is substituted in its place:

ALTERATION OF PROJECT. Restoration or replacement of the Project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said Condominium Plat of the Project, except as provided in ARTICLE XVII – UNINSURED CASUALTY herein, shall be undertaken by the Council or any Co-Owners only pursuant to an amendment of this Master Deed, duly executed by or pursuant to an affirmation vote of two-thirds (2/3) of the Co-Owners and accompanied by the written consent of a majority of the mortgagees, and in accordance with complete plans and specifications therefore first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction, the Council shall duly record such amendment in said Clerk's office, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

2. ARTICLE XXV – CONTRACTS AND COMPETITIVE BIDDING of the Master Deed is hereby deleted in its entirety and the following is substituted in its place:

<u>CONTRACTS AND COMPETITIVE BIDDING</u>. In any event where construction is required or approved for alteration of additions to or reconstruction and repair of the common elements, or reconstruction and repair of an apartment unit due to casualty damage covered by insurance, where the cost of such construction exceeds the sum of \$100,000.00 in the opinion of

an independent appraiser, the contract for such construction shall be let on a competitive bid-basis and the contract approved by the Board and the insurance Trustee, when insurance policy proceeds are used.

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

4. SCHEDULE A-1, GROUND FLOOR PLAN to the Master Deed, is hereby revised to remove the designation of the Women's Fitness Room and Men's Fitness Room are hereby designated as Fitness Rooms and appended hereto as EXHIBIT 1.

5. The COVERED PARKING PLAT and OPEN PARKING PLAT appended as SCHEDULE A-7 and SCHEDULE A-8 to the Master Deed are hereby deleted in their entirety and the following SCHEDULE A-7, COVERED PARKING PLAT and SCHEDULE A-8, UNCOVERED PARKING PLAT are substituted in their place to the Master Deed, which are appended hereto as EXHIBIT 2 and EXHIBIT 3.

6. A Deed of Easement dated April 18, 1977, recorded with the Clerk's Office, Circuit Court of the City of Alexandria in Deed Book 855 at Page 564, is incorporated by reference as if fully set forth in the Master Deed and shall be marked SCHEDULE A-9, DEED OF EASEMENT to the Master Deed, which is appended hereto as EXHIBIT 4.

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- 7. ARTICLE II BOARD OF DIRECTORS, Section 5. REMOVAL OF DIRECTORS of the By-Laws is hereby deleted in its entirety and the following is substituted in its place:
- Section 5. REMOVAL OF DIRECTORS. At any regular or special meeting of the Council duly called, any one of the Directors may be removed with or without cause, and a successor may then and there be selected to fill the vacancy thus created. Any Director whose removal has been proposed by the Co-Owners shall be given at least ten (10) business days written notice of the time, place, and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to Co-Owners of such meeting shall state that one of the purposes of the meeting is to remove said Director. The vote required to remove a Director shall be a majority vote of the Co-Owners present, in person, by proxy or absentee ballot, at a meeting at which a quorum of the Co-Owners is present.

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- 8. ARTICLE IV ADMINISTRATION, Section 4. EXECUTION OF INSTRUMENTS of
- the By-Laws is hereby deleted in its entirety and the following is substituted in its place:
- 127 Section 4. EXECUTION OF INSTRUMENTS. All checks, drafts, notes, acceptances,
- conveyances, contracts and other instruments shall be signed on behalf of the Council by such
- person or persons as shall be provided by general or special resolution of the Board of Directors
- or, in the absence of any such resolution applicable to such instrument, by the President or Vice
- President and by the Treasurer or Secretary. In the event that two or more of the Officers are Co-
- Owners of the same apartment, those Officers may not be co-signers on any check, draft, note,
- acceptance, conveyance, contract or other instrument.

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9. The following is added as new ARTICLE V – OBLIGATIONS OF APARTMENT OWNERS, Section 3. USE OF PROJECT (o) of the By-Laws.

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

10. The following is added as new ARTICLE V – OBLIGATIONS OF APARTMENT OWNERS, Section 8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY CO-OWNERS to the By-Laws.

Section 8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY CO-OWNERS.

- (a) Co-Owners shall not make any structural, plumbing, or electrical addition, alteration, or improvement in or to their apartments, or paint or alter the exterior appearance of their apartments (including flooring, exterior doors, threshold, and windows), without the prior written consent of the Board. No structural addition, alteration, or improvement may be made to a load-bearing wall or structural support without obtaining certified plans from licensed engineer, any and all governmental approvals, and the prior written consent of the Board of Directors. Co-Owners must submit requests for any such addition, alteration, or improvement to the Board in accordance with the procedures adopted by the Board. Requests for approval must include a full description of the scope of work to be performed, as well as, a certification that any structural, plumbing, or electrical work shall be conducted by a contractor licensed in Virginia.
- (b) In connection with its discharge of responsibilities, the Board of Directors may engage or consult with architects, engineers, planners, surveyors, or other professionals. The Board of

Directors reserves the right to require any Co-Owner seeking approval for additions, alterations, or improvements to pay some or all of those fees incurred by the Council. Before such fees or costs are incurred, the Board of Directors shall advise the Co-Owner of the projected costs for these services and/or professionals. The payment of these fees may be established as a condition for approval for such additions, alterations, or improvements.

- (c) The Board shall be obligated to answer any written request by a Co-Owner within forty-five (45) days after such request. In the event the Board (or its designated Committee) fails to respond to a Co-Owner's written request for an addition, alteration, or improvement within forty-five (45) days of a properly submitted request, the Co-Owner's request shall be deemed to have been approved except for a Co-Owner's request that is prohibited under the Master Deed, these By-Laws, or Virginia law, in which case no disapproval is necessary to uphold the prohibited additions, alterations, or improvements.
- (d) If any application to any governmental authority for a permit is required to make any such structural, plumbing, electrical additions, alterations, and improvements in or to an apartment, then the Application shall be signed on behalf of Council by an authorized officer only, without however, incurring any liability on the part of the Board, officers, Council, or any of them to any contractor, subcontractor, or materialmen on account of such addition, alteration, or improvement or to any person or entity having a claim for injury to person or damage to property arising therefrom.
- (e) The approval of the plans for an addition, alteration, or improvement shall not constitute a representation or warranty by the Board of Directors of the adequacy, technical sufficiency or safety of the addition, alteration, or improvement as described in the plans. Co-Owner expressly releases the Board of Directors and Council from all liability whatsoever for the failure of the plans for the addition, alteration, or improvement to comply with applicable building codes, laws or ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Board of Directors or Council have liability to any Co-Owner, contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Board of Directors' approval, disapproval or conditional approval of plans for an addition, alteration or improvement.

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

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11. The following is added as new ARTICLE V – OBLIGATIONS OF APARTMENT OWNERS, Section 9. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE BOARD OF DIRECTORS to the Bylaws.

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

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11. There are no further changes to the Master Deed or By-Laws.

228 (Signatures Start on Next Page)



229	IN WITNESS WHEREOF , the undersigned have caused this 2023 Third Amendment to
230	the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West
231	Condominium Homes to be executed in its name on behalf of the Council, following the required
232	approval of the Co-Owners and their respective mortgagees pursuant to the due and proper
233	authority as of the date set forth above.
234	
235	COUNCIL OF CO-OWNERS OF ALEXANDRIA
236	KNOLLS WEST CONDOMINIUM HOMES
237	
238	By:
239	, President
240	
241	COMMONWEALTH OF VIRGINIA :
242	CITY OF :
243	
244	I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify
245	that, President of the Council of Co-Owners of Alexandria
246	Knolls West Condominium Homes, whose name is signed to this 2023 Third Amendment to the
247	Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium
248	Homes, has personally acknowledged the same before me in my county aforesaid.
249	Given under my hand and seal this day of, 2023.
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251	
252	Notary Public
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254	My Commission Expires:
255	Notary Registration No.:
256	(Signatures Continue on Next Page)

257	COUNCIL OF CO-OWNERS OF ALEXANDRIA
258	KNOLLS WEST CONDOMINIUM HOMES
259	
260	By:
261	, Secretary
262	
263	COMMONWEALTH OF VIRGINIA :
264	CITY OF :
265	
266	I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify
267	that, Secretary of the Council of Co-Owners of Alexandria Knolls
268	West Condominium Homes, whose name is signed to this 2023 Third Amendment to the Master
269	Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West Condominium
270	Homes, has personally acknowledged the same before me in my county aforesaid.
271	Given under my hand and seal this day of, 2023.
272	
273	
274	Notary Public
275	
276	My Commission Expires:
277	Notary Registration No.:
278	(Signatures Continue on Next Page)

EXHIBIT 1
GROUND FLOOR PLAN

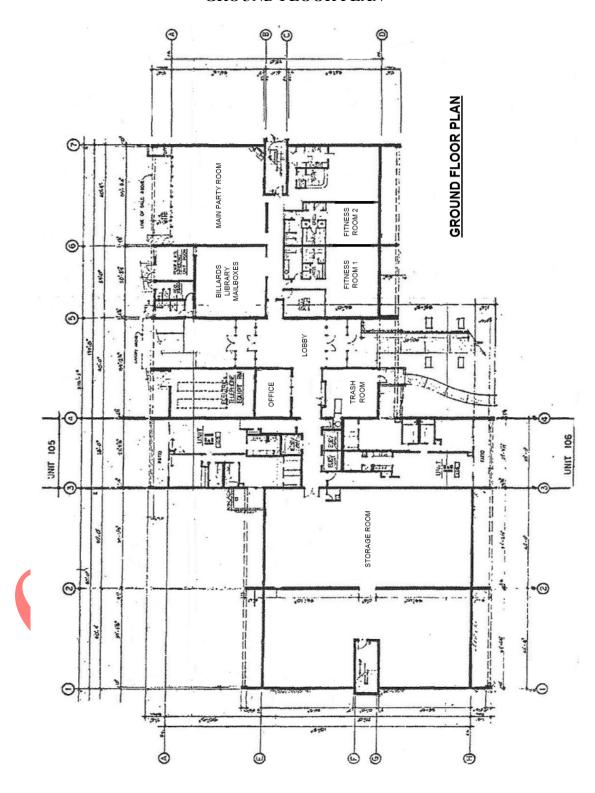


EXHIBIT 2 COVERED PARKING PLAT

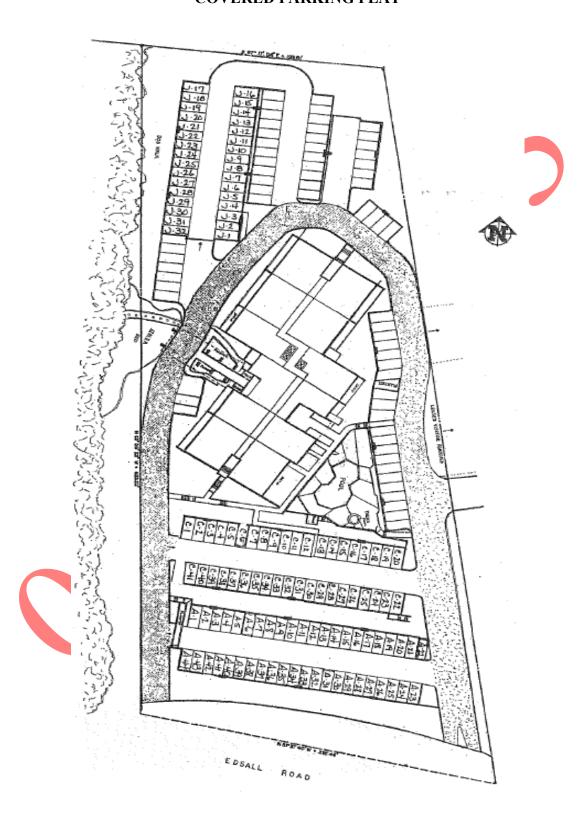
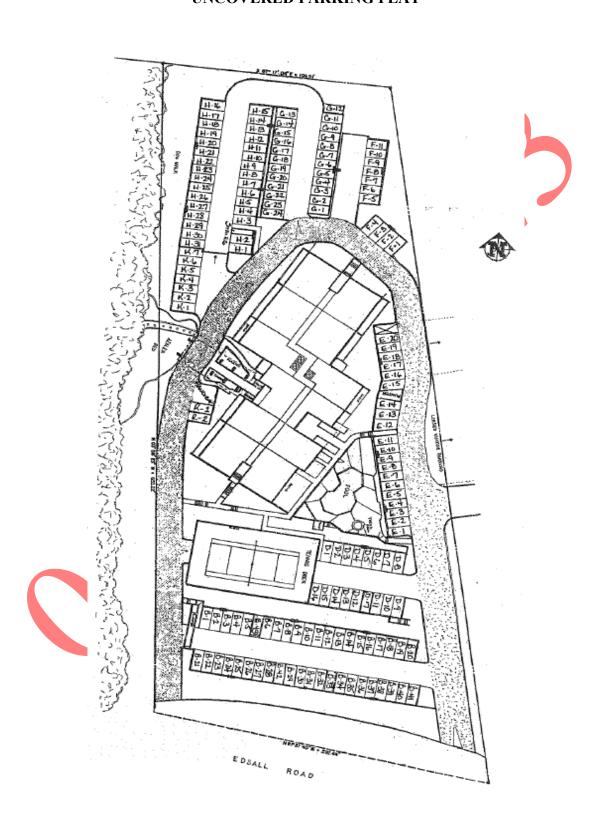


EXHIBIT 3 UNCOVERED PARKING PLAT



290	EXHIBIT 4
291	DEED OF EASEMENT
292	



Waluted 5-24-77

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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 Wost 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 casement 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 occupan cy 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 berein 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 berein.

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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 eacrow 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.

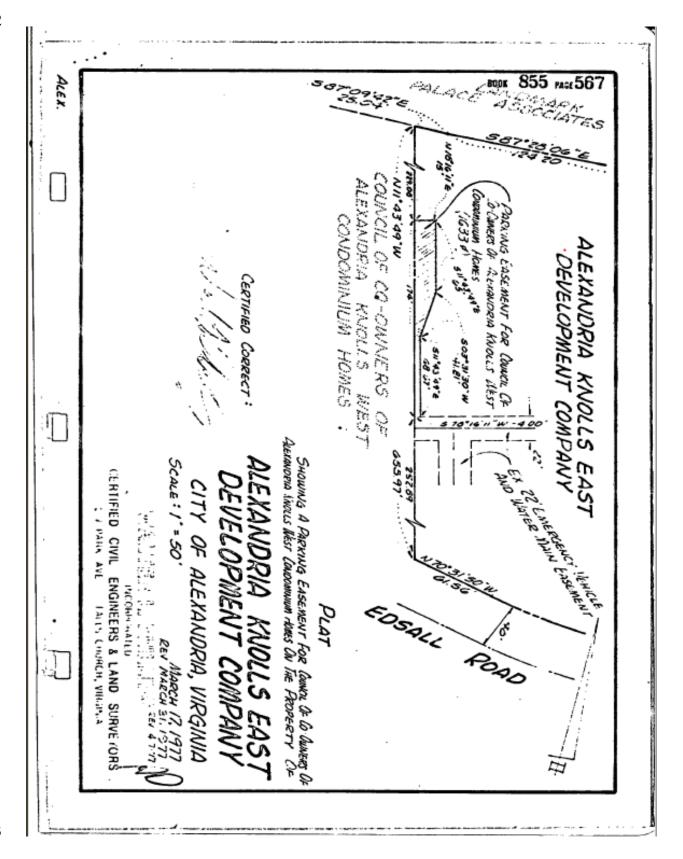
The plat attached to this Deed of Easement is intended only to establish the easement herein described and is not intended to create or establish any other easements.

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

By / C/27 Hell

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11 / "			1 5
	800x 855 PAGE 566		1 }
	STATE OF VIRGINIA		1
	COUNTY/CITY OF ALEXANDRIA , to wi		1 1
11	The foregoing Deed of Easem	ent was acknowledged before me this	
li I	18th day of April . 1977. b	y ARPAD DOMYAN, General Partner of	1 :
	ALEXANDRIA KNOLLS EAST DEVELOPMENT CO	-7-11	
		Susan V. Chox deal &	
		Notary Public	(650)
l·] [My Commission Expires:	632300 1145	
<u> </u>	March 12, 1978		1 .
	VINGINIA: In the Clark's edites of the Circuit Court-City of Alexandria this deed was received and the tames imposed by Sec. 55-54. In the counts of 5 have been part 6 vill the Americal continues accepted to record on 4-24-77 3:36-60. Allowing IV- Frequency that		
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304	EXHIBIT 5
305	CERTIFICATION
306	
307	In accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED and §§
308	55.1-1900, 55.1-1934, and 55.1-1941 of the Virginia Condominium Act, I,
309	, President and principal officer of the Council of Co-Owners of
310	Alexandria Knolls West Condominium Homes, hereby certify that the requisite majority of Co-
311	Owners signed ratifications approving and ratifying the adoption of this 2023 Third Amendment
312	to the Master Deed and By-Laws of the Council of Co-Owners of Alexandria Knolls West
313	Condominium Homes.
314	
315	COUNCIL OF CO-OWNERS OF ALEXANDRIA
316	KNOLLS WEST CONDOMINIUM HOMES
317	
318	By:
319	, President
320	
321	COMMONWEALTH OF VIRGINIA :
322	COUNTY OF :
323	I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify
324	that, President of Council of Co-Owners of Alexandria Knolls West
325	Condominium Homes, whose name is signed to this CERTIFICATION, has personally
326	acknowledged the same before me in my county aforesaid.
327	Given under my hand and seal this day of, 2023.
328	
329	
330	Notary Public
331	My Commission Expires:
332	Notary Registration No.:
333	(Signatures Continue on Next Page)

334	EXHIBIT 6		
335	CERTIFICATION		
336			
337	In accordance with ARTICLE XXII - AMENDMENT OF MASTER DEED and		
338	Sections 55.1-1900, 55.1-1934, and 55.1-1941 of the Virginia Condominium Act, I		
339	, President and principal officer of the Council of Co-Owners of Alexandria		
340	Knolls West Condominium Homes, hereby certify that at least a majority of the mortgagees have		
341	consented to the adoption of this 2023 Third Amendment to the Master Deed and By-Laws of the		
342	Council of Co-Owners of Alexandria Knolls West Condominium Homes.		
343			
344	COUNCIL OF CO-OWNERS OF ALEXANDRIA		
345	KNOLLS WEST CONDOMINIUM HOMES		
346			
347	By:		
348	, President		
349			
350	COMMONWEALTH OF VIRGINIA :		
351	COUNTY OF:		
352	I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify		
353	that, President of Council of Co-Owners of Alexandria Knolls West		
354	Condominium Homes, whose name is signed to this CERTIFICATION, has personally		
355	acknowledged the same before me in my county aforesaid.		
356	Given under my hand and seal this day of, 2023.		
357			
358	Notary Public		
359	My Commission Expires:		
360	Notary Registration No.:		