

BY-LAWS

COUNCIL OF CO-OWNERS OF KEENE MILL WOODS CONDOMINIUM

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Association is "Council of Co-owners of Keene Mill Woods Condominium" (hereinafter referred to as the "Council"). Its principal office shall hereafter be established by the Board of Directors of the Council.

Section 2. These By-Laws are established in contemplation of and pursuant to Title 55, Section 79.11, Code of Virginia (1950) and for the administration of the building or buildings constituted into a horizontal property regime known as Keene Mill Woods Condominium.

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed" as used herein means that certain Master Deed made the 22nd day of February, 1973, by Presley Company East, Inc., a Delaware corporation, pursuant to Title 55, Section 79.1 through and including Section 79.21, Code of Virginia (1950), by which certain described premises (including land) are submitted to a condominium property regime and which Master Deed is recorded among the Land Records for Fairfax County, Virginia, immediately prior hereto and to which these By-Laws are appended as Exhibit F.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in Title 55, Section 79.2, Code of Virginia (1950). The word "Grantor" as used hereinafter refers to the developer, Presley Company East, Inc. Unless otherwise indicated hereinafter, the term "Common Elements" shall include both "General" and "Limited" common elements. The words "Condominium apartment unit" or "unit" are to be considered synonymous with the designations "Apartment" and "Comdominium" in Section 79.2, et. seq., of said Title 55.

ARTICLE III

Membership

Section 1. Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof which owns a condominium apartment unit within the Condominium Project shall be a member of the Council, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as

security for the performance of an obligation shall not be a member.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Council is organized under the laws of the Commonwealth of Virginia, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium apartment unit to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Council and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Council a bond in such sum as the Board of Directors may require as an indemnity against any claim that may be made against the Council.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Council, each member of the Council shall be entitled to receive out of the assets of the Council available for distribution to the members an amount equal to that proportion of such assets which is shown in Exhibit E to the Master Deed.

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Council or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Council shall be held within one hundred eighty (180) days after ninety percent (90%) of the condominium apartment units in the Condominium Project have been sold and title to the same has been conveyed, or on the 2nd Wednesday of May, 19 76 , whichever shall first occur. Thereafter, the annual meetings of the members of the Council shall be held on the 2nd Wednesday of May each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of ARTICLE V of these By-Laws. The members may also transact such other business of the Council as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five per cent (25%) of the total value of the Condominium Project having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of members representing four-fifths (4/5ths) of the value present, either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to the management agent as defined in Section 4, ARTICLE V, hereafter, to each member of record, at his address as it appears on the membership book of the Council, or if no such address appears, at his last known place of address, at least twenty-five (25) but not more than fifty (50) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his condominium apartment unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least a majority of the total value of the Condominium Project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. The percentages established in Exhibit E to the Master Deed shall be applicable to voting rights. At every meeting of the members, each of the members shall have the right to cast his vote based upon the percentages established in Exhibit E of the Master Deed for each membership which he owns on each question. The vote of the members representing a majority of the total value of the Condominium Project, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such value shall not be counted for purposes of deciding that question. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Council to be more than thirty (30) days delinquent in any payment due the Council.

Section 8. Proxies. A member may appoint any other member or the Grantor or Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue for one (1) year or until sooner revoked by a written notice of revocation filed with the Secretary or by the death of the member.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Council shall be governed by the Board of Directors (hereinafter sometimes referred to as "Board of Directors") composed of at least five (5) natural persons and not more than nine (9) natural persons, who except for the two appointed members of the Board shall (after the first annual meeting of members) be members of the Council. There shall be two Directors who are appointed and will not stand for election but shall be appointed from time to time and shall serve at the pleasure of the party appointing them. The party appointing a Director shall also have the option to appoint his successor. The Grantor or its designee shall always have the option to appoint at least one of the Appointed Directors and all institutional mortgagees or lenders, together, shall have the option to appoint the other Appointed Director (both of which are sometimes hereinafter referred to collectively as the "Appointed Directors").

Section 2. Initial Directors. The initial Directors shall be selected by the Grantor and need not be members of the Council. The names of the Directors who shall act as such from the date upon which the Master Deed is recorded among the Land Records for Fairfax County, Virginia, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows: Robert H. Phillips, Loyse B. Briel, Jerome J. Wessell, John H. Aylor and Arthur Christie

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council and the Condominium Project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

- (a) Care, upkeep and surveillance of the Condominium Pro-

ject and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Master Deed.

(b) Establishment and the collection of assessments and/or carrying charges from the members and the owners of lots in Section One, KEENE MILL WOODS, as set forth in the Master Deed, and for the assessment and/or enforcement of liens or charges therefor in a manner consistent with law and the provisions of these By-Laws and the Master Deed.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium Project and for the proper care of the general and limited common elements and to provide services for the Condominium Project in a manner consistent with law and the provisions of these By-Laws and the Master Deed.

(d) Promulgation and enforcement of such rules and regulations and such restrictions and/or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium Project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the Condominium Project and of the general and limited common elements by the members and the owners of lots in Section One, KEENE MILL WOODS, as set forth in the Master Deed, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed.

(e) Authorization of, in their discretion, refunds from excess residual receipts when and as reflected in the annual report.

Section 4. Management Agent. The Board of Directors shall employ for the Council a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in subsections (a) through (d) of Section 3 of this ARTICLE. The Council shall not employ any new Management Agent without at least thirty (30) days prior written notice to the institutional holders of all first mortgages on the condominium apartment units which holders shall have the right to approve such change, and the Council shall not fail to employ a professional management agent without the prior written approval of all of the institutional holders of such first mortgages and insurers of such mortgages. No change in the Management Agent shall be allowed without the approval of the institutional holders who hold at least fifty-one per cent (51%) in outstanding balances of all first mortgages on the condominium apartment units held by institutional mortgagees.

Section 5. Election and Term of Office. Except for the two Appointed Directors who shall serve as provided in Section 1 of this ARTICLE V, the term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the term of office of the elected Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the elected Director receiving the second greatest number of votes shall be fixed at two (2) years. The term of office of the elected Director receiving the third greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective elected Director, his successor shall be elected to serve a term of three (3) years.

The Directors shall hold office until their successors have been elected and hold their first meeting. If additional elected Directors over the original three (3) are authorized, their terms shall be designed so that the number of Directors to be elected in any one year shall approximate as closely as possible one-third (1/3rd) of all the elected Directors.

Section 6. Vacancies. Vacancies among the elected Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term. Any vacancies resulting by reason of the failure of either Appointed Director to continue to serve shall be filled with the nominee or designee of the party or institution who first appointed such Director. In the event that either of the Appointed Directors shall be unable to attend any meeting of the Board of Directors, such Appointed Director shall have the right to constitute any person as his deputy for that meeting. Such a deputy shall have the power to exercise all the rights to vote and otherwise of such Appointed Director and shall qualify for determining the existence of a quorum. No elected Director may appoint a deputy.

Section 7. Removal of Directors. At a regular or special meeting duly called, any Director (except Appointed Directors) may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Council shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this ARTICLE. An Appointed Director may be removed at any time and only by the party or institution having appointed him.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Council for services performed by him for the Council in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least thirty (30) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may

be called by the President on ten (10) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3rd) of the Directors.

Section 12. Additional Notice Requirements. Copies of all notices of regular and special meetings shall be sent to the Management Agent and to one agent appointed for receipt of such notice by all holders of first mortgages or first deeds of trust. The failure to give the notice required by this Section shall invalidate any action taken at such meeting.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver or notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice to Directors shall be required and any business may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Council handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The officers of the Council need not be members of the Council. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

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

Section 4. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Council; he shall have custody of the seal of the Council; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Council's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council shall indemnify every officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council) to which he may be made a party by reason of being or having been an officer or Director of the Council whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Council shall not be liable to the members of the Council for any mistake of judgment, negligence, or otherwise,

except for their own individual willful misconduct or bad faith. The officers and Directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council or the Condominium Project (except to the extent that such officers or Directors may also be co-owners of condominium apartment units) and the Council shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Council, or former officer or Director of the Council, may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and the Condominium Project. No contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association (including the Grantor) in which one or more of the Directors of this Council are directors or officers or are pecuniarily or otherwise interest, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such officer or director of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Council, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium Project and, for the benefit of the condominium apartment units and the co-owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing heat, air conditioning, water, sewer, garbage and trash collection, electrical, gas and other necessary utility

services for the common elements and, to the extent that the same are not separately metered or billed to each condominium apartment unit, for the condominium apartment units, the cost of operating and maintaining any and all television and radio distribution systems, and recreational facilities including but not limited to swimming pool, wading pool and bathhouse, all or any of which may be done directly or through an independent contractor.

(b) The cost of fire and extended coverage and liability insurance on the Condominium Project and the cost of such other insurance as the Council may effect.

(c) The cost of the services of one or more persons or firms to manage the Condominium Project or Management Agent to the extent deemed advisable by the Council together with the services of such other personnel as the Board of Directors of the Council shall consider necessary for the operation of the Condominium Project.

(d) The cost of providing such legal and accounting services as may be considered necessary for the operation of the Condominium Project.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair or otherwise maintain the interior of any condominium apartment unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium apartment unit or units, the cost thereof shall be specially assessed to the co-owner or co-owners thereof in the manner provided in Section 1(g) of this ARTICLE.

(g) The cost of maintenance or repair of any condominium apartment unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the Condominium Project or is otherwise in the interest of the general welfare of all co-owners of the condominium apartment units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the co-owner of the condominium apartment unit proposed to be maintained and provided further that the cost thereof shall be assessed against the condominium apartment unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then co-owner of said condominium apartment unit at which time the assessment shall become due and payable and a continuing lien and obligation of said co-owner in all respects as provided in ARTICLE IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium Project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute alien against the common elements rather than the interest therein of the co-owner of any individual condominium apartment unit.

(i) Any amount necessary to pay real estate taxes or other governmental charges of whatever nature assessed on or against the general or limited common elements of the Condominium Project, and all other taxes and assessments levied against the Council or upon any property which it may own or it is otherwise required to pay, if any.

(j) Any amount deemed necessary or desirable by the Board of Directors to be placed in a reserve for replacement of any common elements.

Section 2. Management Agent. The Council may, by contract in writing, delegate any of its duties, powers or functions to the Management Agent, provided that such delegation shall be revocable upon no more than one hundred eighty (180) days written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the co-owner of any condominium apartment unit shall, at his own expense, maintain the interior of his condominium apartment unit and any and all equipment, appliances, or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, stoop, terrace or patio appurtenant to such condominium apartment unit and designated on the Record Plat as a limited common element reserved for exclusive use by the co-owner of a particular condominium apartment unit), in good order, condition and repair, free and clear of ice and snow, and in such clean and sanitary condition as may at any time be necessary to maintain the good appearance of his condominium apartment unit and shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, outlets and receptacles, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods and/or other equipment that may be in or appurtenant to such condominium apartment unit.

The Council of Co-owners may, from time to time, through its By-Laws accept the obligation to make certain repairs or perform maintenance services to facilities owned by the individual co-owners and apportion the cost thereof as a common expense, or in the alternative, may eliminate the repair and maintenance of facilities contained within the condominium apartment units and require the co-owners thereof to perform repair and maintenance at the expense of such co-owners. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Project shall be the same and fall upon the same persons as the responsibility for the maintenance and repair of the Condominium Project concerned.

Section 4. Windows and Doors. The co-owner of any condominium apartment unit shall, at his own expense, clean and maintain both of the surfaces of all windows of the condominium apartment unit and shall, at his own expense, clean and maintain the interior surface of all entry doors of the condominium apartment unit, including the interior surface of any door leading to any balcony, stoop, terrace or patio appurtenant to such condominium apartment unit and designated on the Record Plat as a limited common element reserved for exclusive use by the co-owner of a particular condominium apartment unit.

Section 5. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Council, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the co-owner or occupant, to enter any condominium apartment unit at any hour considered to be reasonable under the circumstances.

Section 6. Easements for Utilities and Related Purposes. The Council is authorized and empowered to such licenses, easements and/or rights-of-way for sewer lines, water lines, television and radio distribution systems, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium Project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the co-owners of the condominium apartment units or the Grantor.

Section 7. Limitation of Liability. The Council shall not be liable for any failure of any services to be obtained by the Council or paid for out of the common expense funds, including, but not limited to, those enumerated in ARTICLE VIII, Section 1 hereof, or for injury or damage to person or property caused by the elements or by the co-owner of any condominium apartment unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council shall not be liable to the co-owner of any condominium apartment unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements, including but not limited to, co-owner parking areas, storage areas, pool and other recreational or hobby facilities. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium apartment unit or from any action taken by the Council to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Assessments

Section 1. Annual Assessments and Common Expenses. Each member shall pay in advance to the Council, on such date as is specified by the Council, a monthly sum (hereinelsewhere sometimes referred to as "assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Council, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following (all of which are sometimes elsewhere herein referred to as "Common Expense"):

(a) The cost of all operating expenses of the Condominium Project and services furnished, including charges by the Council for facilities and services furnished by it and all costs required to be paid by the Council as set forth in ARTICLE VIII, Section 1 of these By-Laws.

(b) The cost of funding all reserves established by the Council, including when appropriate, a general operating reserve and/or a reserve for replacements; and

(c) The estimated cost of repairs, maintenance and replacements of the Condominium Project to be made by the Council.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors of the Council shall make reasonable efforts to fix the amount of the assessment against each condominium apartment unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Council and shall be open to inspection by any co-owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next assessment period, shall not be deemed a waiver or modification in any respect of the provisions of this ARTICLE, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium apartment unit belonging to him.

Section 2. Special Assessments. In addition to the regular assessments authorized by this ARTICLE, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium Project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two-thirds (2/3rds) of the total value of the Condominium Project. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with an institution, the accounts of which are insured by an agency of the United States of America (the Board of Directors may authorize the depositing of funds in such an institution in excess of the limits of such insurance if any portion of such funds are insured), or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the

purpose of effecting the replacement of the common elements and equipment of the Condominium Project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be changed by appropriate resolution of the Board of Directors. The proportionate interest of any co-owner in any reserve for replacements shall be considered an appurtenance of his condominium apartment unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium apartment unit to which it appertains and shall be deemed to be transferred with such condominium apartment unit.

Section 4. Non-Payment of Assessment. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium apartment unit or units belonging to the member against whom such assessment is levied and shall bind such condominium apartment unit or units in the hands of the then co-owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of Title 55, Section 79.13, Code of Virginia (1950). The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Section 5. Remedies for Non-Payment of Assessment. Any assessment levied pursuant to the Master Deed or these By-Laws, or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at a rate not to exceed eight per cent (8%) per annum, and the Council may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium apartment unit or units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees of not less than fifteen per cent (15%) of the sum claimed shall be added to the amount of each assessment. The Council shall notify the holder of the first mortgage on any condominium apartment unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days and in any other case where the co-owner of such condominium apartment unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 6. Assessment Certificates. The Council shall upon demand at any time furnish to any member liable for any assessment levied pursuant to these By-Laws (or any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty-five Dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

Section 7. Priority of Lien. The lien established by this ARTICLE and by Title 55, Section 79.13, Code of Virginia (1950), shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on the condominium apartment unit; and
- (b) The liens of any first mortgage duly recorded on said condominium apartment unit after receipt of a written statement from the Board

of Directors reflecting that payments on said lien were current as of the date of recordation of said mortgage.

Section 8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium apartment unit in the Condominium Project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium apartment unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the condominium apartment unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 9. Additional Default. Any recorded first mortgage secured on a condominium apartment unit in the Condominium Project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such first mortgage (or the indebtedness secured thereby) by reason of Section 7 of this ARTICLE shall not be altered, modified or diminished by reason of such failure.

Section 10. Definition. As used in these By-Laws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

Use Restrictions

Section 1. Residential Use. All condominium apartment units shall be used for private residential purposes exclusively except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Grantor from the use of any condominium apartment unit which Grantor owns for promotion, marketing or display purposes as "model condominium apartment units" or from leasing any condominium apartment unit or units which Grantor owns except that Grantor shall nevertheless be bound by the provisions of Section 2 of this ARTICLE.

Section 2. Financial Responsibility, etc. The right to use or occupy any condominium apartment unit within the Condominium Project, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any condominium apartment unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon race, religion, sex or place of national origin.

Section 3. Leasing. No condominium apartment unit within the Condominium Project shall be rented for transient or hotel purposes or, in any event, for any period less than twelve (12) months, nor shall any customary hotel services such as room service, food and beverage service, maid service, laundry or bellboy service be furnished. No portion of any condominium apartment unit (other than the entire unit) shall be leased for any period. Any co-owner of any condominium apartment unit who shall lease such condominium apartment unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the right of the tenant to use and occupy the condominium apartment unit shall be subject and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to such rules and regulations relating to the use of the common elements, or other "house rules", as the Board of Directors may from time to time promulgate.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive activity shall be carried on in any condominium apartment unit, nor shall anything be done or be permitted to remain in any condominium apartment unit which may be or become a nuisance or annoyance to the other co-owners. Residents of Keene Mill Woods Condominium shall exercise extreme care not to disturb other residents with excessive noise, or the use of radios, musical instruments, telephones or amplifiers.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements (excepting those areas designated for storage of personal property by the co-owners of the condominium apartment units) without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated or assigned by the Board of Directors.

(c) Nothing shall be done or maintained in any condominium apartment unit or upon any common elements which will increase the rate for insurance on any condominium apartment unit or any common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium apartment unit or upon any common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) No structural alteration, construction, addition, or removal of any condominium apartment unit or common elements shall be commenced or conducted except in strict accordance with the provisions of the Master Deed.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium apartment unit or upon any common elements, except that this shall not prohibit the keeping of a small

dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. In no event shall any animal be permitted in any of the public portion of the Condominium Project unless carried or on leash. The owner of any such animal shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium Project. If a dog or other animal becomes obnoxious to other co-owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the co-owner, upon written notice by the Board of Directors, will be required to dispose of the animal.

(f) Except for such signs as may be posted by the Grantor for promotional or marketing purposes, no signs of any character which are visible from the outside of a condominium apartment unit shall be erected, posted or displayed upon, from or about any condominium apartment unit. No sign may be posted upon, in, or on any of the common elements without the permission of the Board of Directors. No co-owner or other resident or tenant of Keene Mill Woods Condominium shall post any advertisements or posters of any kind on any part of the exterior of the buildings of Keene Mill Woods Condominium or elsewhere on the Land, except within a designated area specified by the Council of Co-owners.

(g) The entrance doorways, steps, and approaches thereto shall be used only for ingress and egress.

(h) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium apartment unit or upon any common elements except where expressly authorized by the Council. Trash and garbage containers shall not be permitted to remain in public view.

(i) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. No clothing, laundry, rugs or wash shall be hung from or spread upon any balcony, window, patio or exterior portion of a condominium apartment unit or in or upon a general common element.

(j) No co-owner or other resident shall install any electrical or telephone wire, television antenna, or other antenna, air conditioning unit or other machine or device on the exterior of any building or upon any terrace or balcony in Keene Mill Woods Condominium or in such a fashion that it protrudes through the roof or any windows, or any walls of the building.

(k) No condominium apartment unit shall be used except for residential purposes or for a builder's construction or sales office during the construction and sales period.

(l) There shall be no violation of any rules and regulations for the use of the common elements, or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere by these By-Laws authorized to adopt such rules.

ARTICLE XI

Architectural Control

Section 1. Architectural Control. Except for the original construction of

the condominium apartment units situate within the Condominium Project by the grantor and any improvements to any condominium apartment unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters patios, porches, driveways, stoops, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any condominium apartment unit or upon any of the common elements within the Condominium Project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Council. Nothing contained in this Section shall be deemed to empower the Board of Directors of the Council to authorize any change in conflict with any provision of the Master Deed.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this ARTICLE will be deemed to have been fully complied with.

ARTICLE XII

Insurance

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

(a) Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of "replacement cost") of the Condominium Project (as determined annually by the Board of Directors) and with replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

- (i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) Public liability insurance in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to, water damage legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this ARTICLE shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Virginia and holding a rating of "AAA" or better, by Best's Insurance Reports and a policy holder's rating of "A" or better.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Council may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall hereinelsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Council and the co-owners of all condominium apartment units and their respective mortgagees as interest may appear. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Master Deed and these By-Laws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this ARTICLE be brought into contribution with insurance issued in the name of any individual condominium apartment unit co-owner, purchased as herein permitted, by such co-owner of a condominium apartment unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this ARTICLE shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium apartment units.

(e) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Master Deed and these By-Laws.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Board of Directors,

their agents and employees, the respective condominium apartment unit co-owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Board of Directors or of the respective condominium apartment unit co-owners within the meaning of said waiver.

(g) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

- (i) By any act or neglect of any occupants or co-owners of the building when such act or neglect is not within the control of the condominium apartment unit co-owners collectively; or
- (ii) By failure of the condominium apartment unit co-owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the condominium apartment unit co-owners collectively have no control.

Section 3. Individual Policies - Recommendation of Grantor. The co-owner of any condominium apartment unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit owner's endorsement" for improvements and betterments to the condominium apartment unit made or acquired at the expense of the co-owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Board of Directors pursuant to this ARTICLE or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2(f) of this ARTICLE. The Grantor recommends that each co-owner of a condominium apartment unit in the Condominium Project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium apartment unit, additional living expense, plateglass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the condominium apartment unit made or acquired at the expense of the co-owner.

ARTICLE XIII

Casualty Damage- Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other peril the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any peril not herein

required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Council at its Common Expense and the repair or reconstruction of any condominium apartment unit shall be accomplished promptly by the Council at the expense of the co-owner of the affected condominium apartment unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in ARTICLE IX of these By-Laws.

Section 3. Restoration not Required. In the event more than two-thirds (2/3rds) of the entire Condominium Project is substantially damaged or destroyed by fire or other casualty and members representing at least two-third (2/3rds) of the total value of the Condominium Project, as determined by adding the percentage of ownership of appurtenant undivided interest in the common elements as set forth in Exhibit E attached to the Master Deed, shall resolve by vote in accordance with the provisions of Article VIII of the Master Deed not to proceed with repair or reconstruction, then and in that event the Condominium Project shall be deemed to be owned in common by the co-owners of all of the condominium apartment units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements and the Condominium Project shall be subject to an action for partition at the suit of the co-owner of any condominium apartment unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Council or its members in common shall be considered as one fund and shall be divided among the co-owners of all the condominium apartment units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, as set forth in Exhibit E to the Master Deed, after first paying out of the share of the co-owner of any condominium apartment unit, to the extent such share is sufficient for the purpose, all liens upon said condominium apartment unit.

ARTICLE XIV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year except that the first fiscal year of the Council shall begin at the date of organization. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Council shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish its members with an annual financial statement including the income and disbursements of the Council.

Section 4. Inspection of Books. The books and accounts of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Council and/or their duly authorized agents or

attorneys and to the institutional holder of any first mortgage on any condominium apartment unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Council Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council by either the President or Vice President, and all checks shall be executed on behalf of the Council by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors shall provide a suitable seal containing the name of the Council, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XV

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing three-fourths (3/4ths) of the total outstanding value of the Condominium Project at any meeting of the members duly called for such purpose, and shall become effective only upon the recordation among the Land Records for Fairfax County, Virginia, of an amendment to the By-Laws attached as Exhibit F to the Master Deed setting forth such amendment to these By-Laws and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the condominium apartment units in the Condominium Project. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty-five per cent (25%) of the total value of the Condominium Project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVI

Mortgages - Notice

Section 1. Notice to Board of Directors. Any co-owner of any condominium apartment unit in the Condominium Project who mortgages such condominium apartment unit shall promptly notify the Board of Directors of the name and address of his mortgagee, and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this ARTICLE, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XVII

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Title 55, Section 79.1 through and including Section 79.21, Code of Virginia (1950.)

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Title 55, Section 79.1 through and including Section 79.21, Code of Virginia (1950). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Title 55, Section 79.1 through and including Section 79.21, Code of Virginia (1950), the provisions of the statute shall control.

Section 3. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Master Deed or in these By-Laws shall be given in writing.

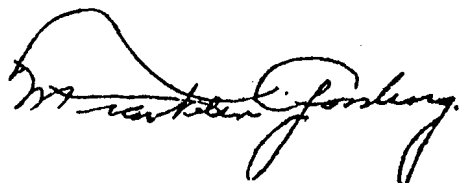
Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

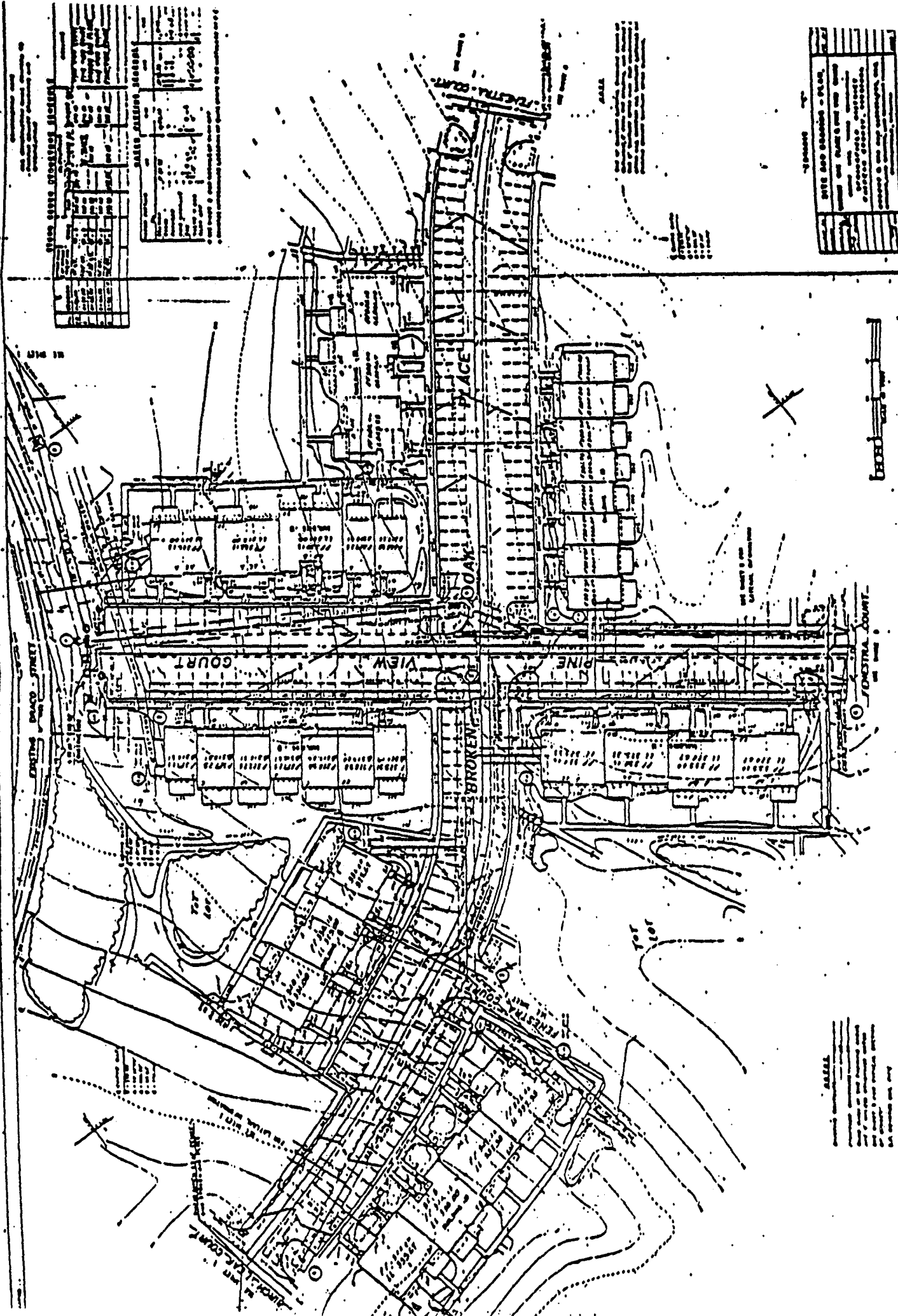
Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia FEB 26 1973 at 10:10 AM
This instrument was received and, with the
certificate annexed, admitted to record with plat attached
re:ste:


Clerk



PROPERTY INFORMATION

OWNER	...
ADDRESS	...
CITY	...
STATE	...
ZIP	...
DATE	...
SCALE	...
PROJECT NO.	...
DESIGNER	...
CLIENT	...
DATE OF PLAN	...
DATE OF REVISION	...
REVISIONS	...

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
3. ALL ROOFS ARE 2" CONCRETE ON 4" INSULATION ON 2" JOISTS UNLESS OTHERWISE NOTED.
4. ALL FLOORS ARE 4" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
5. ALL CEILING ARE 8" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
6. ALL EXTERIOR WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
7. ALL EXTERIOR ROOFS ARE 2" CONCRETE ON 4" INSULATION ON 2" JOISTS UNLESS OTHERWISE NOTED.
8. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
9. ALL EXTERIOR CEILING ARE 8" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
10. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
11. ALL EXTERIOR ROOFS ARE TO BE FINISHED WITH ASPHALT/FLYSH UNLESS OTHERWISE NOTED.
12. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
13. ALL EXTERIOR CEILING ARE TO BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.
14. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
15. ALL EXTERIOR ROOFS ARE TO BE FINISHED WITH ASPHALT/FLYSH UNLESS OTHERWISE NOTED.
16. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
17. ALL EXTERIOR CEILING ARE TO BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.

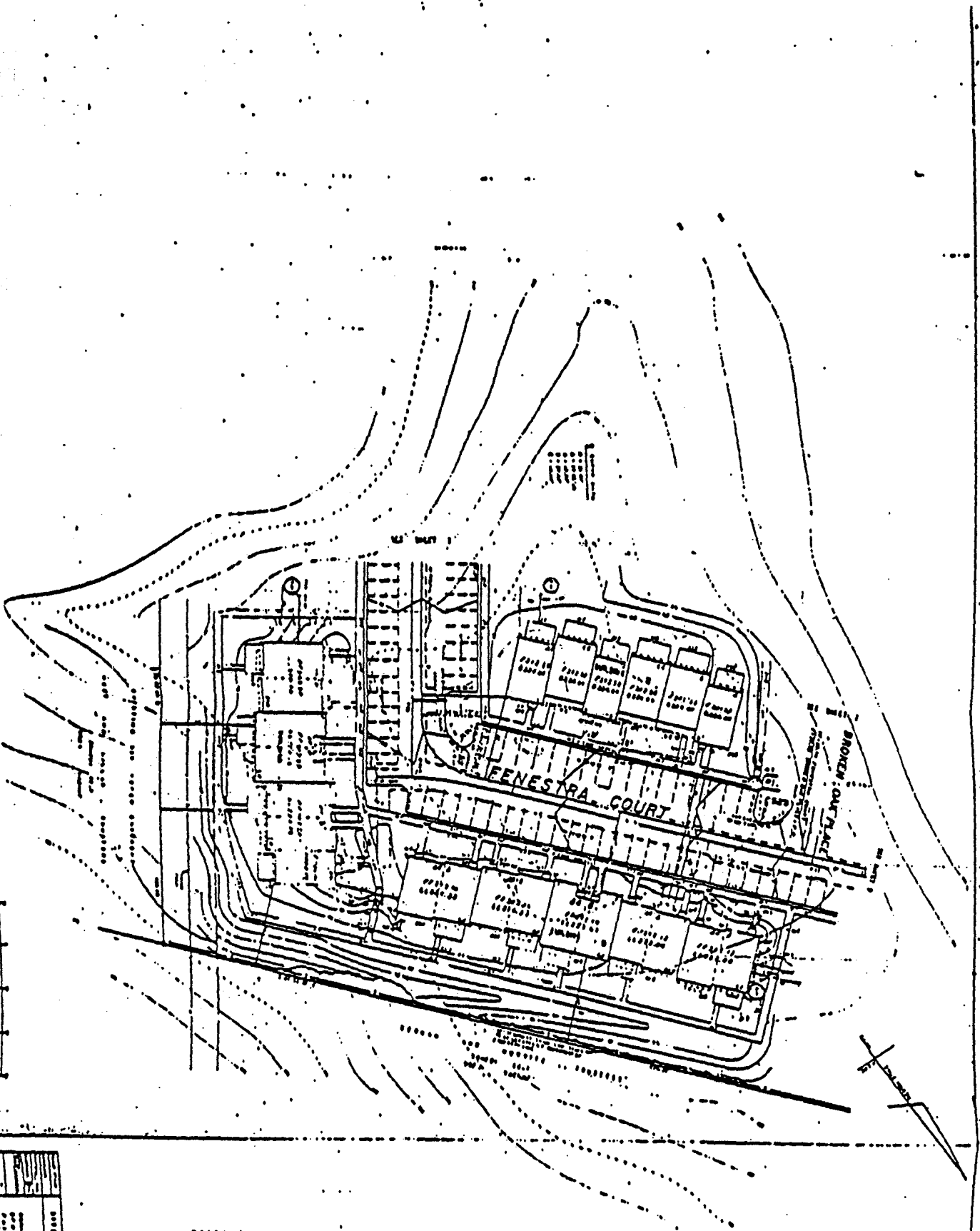
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5. ALL CEILING ARE 8" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
6. ALL EXTERIOR WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
7. ALL EXTERIOR ROOFS ARE 2" CONCRETE ON 4" INSULATION ON 2" JOISTS UNLESS OTHERWISE NOTED.
8. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
9. ALL EXTERIOR CEILING ARE 8" CONCRETE ON 2" JOISTS UNLESS OTHERWISE NOTED.
10. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
11. ALL EXTERIOR ROOFS ARE TO BE FINISHED WITH ASPHALT/FLYSH UNLESS OTHERWISE NOTED.
12. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
13. ALL EXTERIOR CEILING ARE TO BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.
14. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
15. ALL EXTERIOR ROOFS ARE TO BE FINISHED WITH ASPHALT/FLYSH UNLESS OTHERWISE NOTED.
16. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
17. ALL EXTERIOR CEILING ARE TO BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.



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NO.	DESCRIPTION	DATE	BY
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NOTES

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

2. THE SHOWN AREAS ARE APPROXIMATE AND SUBJECT TO SURVEY.

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EXHIBIT E

SCHEDULE OF PERCENTAGES

This is Exhibit E referred to in the MASTER DEED of Keene Hill Woods Condominium and is made a part thereof and incorporated therein by reference and shows the percentage share of ownership in the common elements and percentage share of common expenses appurtenant to each of the condominium apartment units contained in the Keene Hill Woods Condominium listed by "apartment unit type" as defined and shown for such condominium apartment unit in Exhibit B to the MASTER DEED.

<u>Apartment Unit Type</u>	<u>Number of Units</u>	<u>Percentage Share</u>
Apartment (Apt) A (1107 sq. feet)	60	.0023348
Apartment (Apt) B (1203 sq. feet)	19	.0025373
Town House (TH) A (1461 sq. feet)	60	.0030815
Town House (TH) A (1512 sq. feet)	60	.0031891
Town House (TH) A (2040 sq. feet)	14	.0043027
Town House (TH) B (1713 sq. feet)	19	.0036235
Town House (TH) B (1657 sq. feet)	19	.0034949
Town House (TH) C (2330 sq. feet)	22	.0050409
	<u>303</u>	