# Bylaws Terrace Towne Homes of Woodlawn

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EXHIBIT "E"

#### BY-LAWS OF

#### TERRACE TOWNE HOMES OF WOODLAWN

### ARTICLY I

### PLAN OF CONDOMINIUM TOWNE HOME OWNERSHIP

Section 1. <u>Condominium Towne Home Ownership</u>. The project located at

Walutes Circle , Mount Vernon District, County of Pairfax, State
of Virginia, known as "Terrace Towne Homes of Woodlawn" is Submitted to the

provisions of Chapter 4.1. Title 55, Code of Virginia 1950, as amended (the

"Act").

Section 2. <u>Bv-Lava Applicability</u>. The provisions of these By-Lava are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. <u>Personal Application</u>. All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Property Maintenance Agreement, attached as Exhibit "C" to the recorded Master Deed.

The mere acquisition or rental of any of the condominium Towne Homes (hereinafter referred to as "Towne Homes") of the project or the mere act of occupancy of any of said Towne Homes will signify that these By-Laws and the provisions of the Property Kaintenance Agreement are accepted, ratified, and will be complied with.

### ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. <u>Voting.</u> The Council shall have two classes of voting membership: CLASS A. Class A voting members shall be all those co-owners who are record owners of a Towne Home in the project with the exception of the Developer. Each Class A member shall be entitled to cast one (1) vote for each Towne Home owned by him. When more than one person owns a Towne Home, the vota for such Towne Home shall be exercised as the owners

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among themselves determine but in no event shall more than one vote be cast with respect to any Towne Home.

CLASS B. The Class B voting member shall be J. P. J. ASSOCIATES, a Virginia partnership. The Class B member shall be entitled to four (4) votes for each Towne Home owned of record by it, provided that the Class B voting membership shall cease and be converted to Class A voting membership on the happening of either of the following events, whichever occurs earlier:

- . (a) When the total votes outstanding in the Class A voting membership equals the total votes outstanding in the Class B voting membership; or
  - (b) on January 1, 1975.

Section 2. <u>Majority of Co-Owners</u>. As used in these By-Laws, the term "majority of co-owners" shall mean those owners holding more than fifty percent (50%) of the votes in accordance with Section 1 of this Article.

Section 3. <u>Owners</u>. Except as otherwise provided in these By-Laws the presence in person or by proxy of a "majority of co-owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

Section 1. <u>Council Responsibilities</u>. The co-owners of the Towne Homes will constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of the co-owners.

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Section 2. Annual Meetings. The first ennual meeting of the Council shall be held on the second Monday in February, 1973. Thereafter, the annual mestings of the Council shall be held on the second Monday of Pebruary of each succeeding year. At such meetings there shall be elected by ballog of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Lave. The co-owners 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 co-owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the co-owners and having been presented to the Secretary, or at the request of J. P. J. ASSOCIATES, or its duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the co-owners 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 each co-owner of record, at least five [5] but not more than ten [10] days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to J. P. J. ASSOCIATES.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Section 6. Order of Business. The order of business at all meetings of the co-owners of Towne Homes shall be as follows:

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- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (a) Report of lender's representative, if present.
- (f) Report of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

### ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, all of whom, after the second Monday of February, 1975, must be co-owners and/or tenants of Towne Homes in the Project and after the second Monday of February, 1975, a majority of the Board of Directors must be co-owners. Prior to the second Monday of February, 1975, the Board of Directors will be elected on a temporary basis as provided in Section 5 of this Article and shall be composed of five (5) persons, none of whom must be co-owners of Towne Homes in the Project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council 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 co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from co-owners.

## 3624 AGE 446

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Council a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Section 5. Election and Term of Office. At the first annual meeting of the Council on the second Monday of February, 1973, a Board of five (5) Directors shall be elected to serve for a term of one (1) year and at each annual meeting thereafter, a Board of five (5) Directors shall be elected to serve for a term of one (1) year until the annual meeting held on the second Monday of February, 1975. At the annual meeting of the Council on the second Monday of February, 1975, the term of office of one director shall be fixed at three (3) years; the term of office of two directors shall be fixed at two (2) years; and the term of office of two directors shall be fixed at one (1) year. At the expiration of such initial term of office of each respective director, his successor shall be slected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. <u>Vacancies</u>. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council 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 his successor is elected at the next annual meeting of the Council.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be

elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-cwners shall be given an opportunity to be heard at the meeting.

Section 8. 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, providing a majority of the whole Board shall be present.

Section 9. 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 of 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 three (3) days prior to the day named for such meeting. Section 10. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) 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 menner and on like notice on the written request of at least three (3) Directors.

Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be demed equivalent to the giving of such notice.

Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

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Section 12. Board of Directors' Cuorum. At all mestings 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, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. <u>Fidelity Bonds</u>. The Board of Directors shall require that all officers of the Council handling or responsible for Council funds shall furnish adequare fidelity bonds. The premiums on such bonds shall be paid by the Council.

#### ARTICLE V

#### OFFICERS

Section 1. <u>Designation</u>. 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 and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

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.

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 called for such purpose.

Section 4. <u>President.</u> The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general povers and duties which are usually vested in the office of President of a Council,

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including but not limited to the power to appoint committees from among the co-comers 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 of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon 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 Council; he shall have charge of such 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. Tressurer. The Tressurer shall have responsibility for Council 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 VI

### · OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All co-owners are obligated to pay monthly assessments imposed by the Council to meet all project common expenses, including premiums for insurance as requirred by the Master Deed, and further including water bills for the Towne Homes (water bills are common and not individual bills). The assessments shall include monthly payments to a General Operating Reserve and a reserve Fund for Raplacements as required in the Property

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Haintenance Agreement attached as Erhibit "C" to the Master Deed. Assessments, however, shall not be charged to the Developer during the period of construction for incomplete condominium Towne Homes owned by the Developer.

Section 2. Maintenance and Repair.

- (a) Every co-owner must perform prouptly all maintenance and repair work within his own Towns Home, which if omitted would affect the project in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damage and liabilities which may result from his failure to do so.
- (b) All repairs of internal installations of the Toune Homes such as vater, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Towne Home area shall be at the co-comers' expense.
- (c) A co-cymer shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his fault.
- Section 3. Use of Towne Homes Internal Changes.
- (a) All Towns Homes shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his Towne Home or installations located therein without previously notifying the Council in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Council shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. <u>Use of General Common Elements</u>. A co-corner shall not place of cause to be placed in the general common elements any unintended objects of any kind. The sidewalks, driveways, roads and roadways shall be used for no other purpose than for normal transit through them.

25th 3624 PAGE 451

### Section 5. Right of Entry.

- (a) A co-owner shall grant the right of entry to the management or to any other person suthorized by the Board of Directors of the Council in case of any emergency originating in or threatening his Towne Home, whether the co-owner is present at the time or not.
- (b) A co-owner shall permit other co-owners, or their representative, when so required, to enter his Towne Home for the purpose of performing installations, alterations or repairs to the mechanical or electrical services necessary to be done in his Towne Home, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

### Section 6. Rules of Conducts

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Council. The Developer, however, reserves to itself the right to post reasonable "For Sale" and/or "For Rent" signs for reasonable time periods.
- (b) Residents shall exercise extreme care about making noises of the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will be in accordance with Fairfax County ordinances.
- (c) It is prohibited to hang garments, rugs, etc. from the Vindows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trush outside any disposal installation provided for such purposes.

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- (f) No co-Comer, resident or lessee shall install wiring for electrical or telephone installations, television antennas, machines or air conditioning units, etc. on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Council.
- (8) No co-owner or other resident shall paint any portion of the exterior of any Towne Home without first obtaining approval of the color and the right to paint from the Council of Co-Owners.

  Section 7. Suspension of Rights; to use of Recreational Facilities. The Board of Directors of the Council of Co-Owners shall have the right to suspend the right to the use of the recreational facilities including the right to the use of the swimming pool as provided in the Hastar Deed by a co-owner (and his family) for any period during which the assessment provided for in Article VI of these By-Laws remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the rules of conduct specified in Article VI, Section 6, of these By-Laws.

### ARTICLE VII

### AMERICANT TO BY-LAWS

Section 1. <u>Bv-Lava</u>. These By-Lava may be amended by the Council in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by co-owners representing at least seventy-five percent (75%) of the total voting power of all Towne Homes in the project as shown in the Master Deed and recorded among the land records of Fairfax County with marginal notation thereof where the Master Deed is recorded.

### ARTICLE VILL

#### MORIGAGES

Section 1. Notice to Council. A co-owner who gives a deed of trust on his Towne Home shall notify the Council through the Hanagement Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the Council shall maintain such information in a book antitled "Parties Secured by Daeds of Trusts of Towne Homes".

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Section 2. Notice of Unpaid Assessments. The Council shall at the request of a perry secured by a Deed of Trust of a Towne Rome report any unpaid assessments due from the co-owner of such Towne Home.

### ARTICLE IX

### CCHPLIANCE

These By-Laws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1950, as amended. In case any of these By-Laws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict.

All other By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.

# TERRACE TOWNE HOMES OF WOODLAWN AMENDMENT TO BYLAWS

These Amendments to Bylaws of TERRACE TOWNE HOMES OF WOODLAWN CONDOMINIUM are made as of this 27th day of April 2000, by Sandie M. Simpson, President and principal officer of the Terrace Towns Homes of Woodlawn Condominium Council of Co-Owners.

#### WITNESSETH:

WHEREAS, the Master Deed of Terrace Towne Homes of Woodlawn Condominium, with By-laws attached, was recorded among the land records of Fairfax County, Virginia on June 1, 1972, in Deed Book 3624 at page 425; and,

WHEREAS, the By-laws of Terrace Towne Homes of Woodlawn Condominium have been amended in the manner set forth below by referendum of the Council of Co-Owners for such purpose and approved by co-owners of units to which at least seventy-five percent (75%) of the votes in the Council of Co-Owners appertain; and,

WHEREAS, the said approval by co-owners of units to which at least seventy-five percent (75%) of the votes in the Council of Co-Owners appertain has been evidenced by their execution of ratifications of this Amendment to Bylaws, all as certified by the President and principal officer of the Terrace Town Homes of Woodlawn Council of co-Owners, which certification is attached hereto as Exhibit "A").

NOW. THEREFORB, the Tenace Towne Homes of Woodlawn Council of Co-Owners, by its President and principal officer, with the approval and agreement of co-owners of units within Tenace Towne Homes of Woodlawn to which more then seventy-five percent (75%) of the votes in the Council of Co-Owners appertain, does hereby smend the Bylaws of Tenace Towne Homes of Woodlawn Condominium as follows:

 By deleting, in its entirety, Section 3 of Article II, adopting in its place and stend the following new Section 3, Article II:

Section 3. Quorum Except as otherwise provided in these Bylaws the presence in person or by proky of persons entitled to cast twenty-five percent (25%) of the total votes in the Council, or such lesser percentage as may hereby be permitted by the Virginia Condominium Act

2 By deleting, in its entirety, Section 2 of Article III, adopting in its place and stend the following new Section 2, Article III:

Section 2. Annual Meeting. Commencing January 1999, the annual meetings at the Council shall be held on any business day during the month of May of each year. At such meetings,

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there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 5 of these By-laws. The Co-Owners may also treesect such other business of the Council as may properly come before them.

WITNESS the following signature and such as of the data first above written

TERRACE TOWNE HOMES OF WOODLAWN

COUNCIL OF CO-OWNERS

andio M. Simpson, Pro

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COUNTY OF Fame

L the undersigned Notary Poblic in and for the county and state aforesaid, do hereby certify that Sandle Simpson, President of the Terrace Towne Homes of Woodlawn Condominion Council of Co-Owners, whose name is signed to the foregoing Amendment to Bylaws, has acknowledged the same before me in my county aforesaid

Given under my hand this 23 nd day of

2000.

Notary Phonic

My Commission Expires: 7-31-03

HEES, BROOME & DIAZ, P.C. Compeliors as Law Month Floor BL33 Leadung Pice Vicana, Vinglati 22181;

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### CERTIFICATION

I, SANDIE M. SIMPSON, President and Principal Officer of Terrace Towne Homes of Woodlawn Council of Co-Owners, hereby certify that co-owners of units within Terrace Towns Homes of Woodlawn Condominium to which at least seventy-five percent (75%) of the votes in the Council of Co-Owners appetrain have executed ratifications to the Amendments to Section 3, Article II and Section 2, Article III of the Bylaws of Terrace Towns Homes of Woodlawn Council of Co-Owners

TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS

BY: Sendle M. Simpson President B. D.D.

STATE OF Va.

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Sandie Simpson, President of the Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners, whose name is signed to the foregoing Certification, has acknowledged the same before me in my county aforesaid

Given under my hand this 23 nd day of

**~** 2000

Notary Public

My Commission Expires:

7-31-03

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RECORDED FAMFAX CO YA

CLERK

Fairfax County Circuit Court, CPAN Cover Sheet v2.0

Page 1 of 1

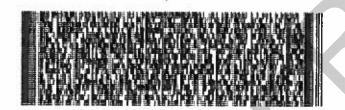
# Fairfax County Circuit Court **CPAN Cover Sheet v2.0**

Instruments
BY LAWS MODIFICATION

Grantor(s)
TERRACE TOWNE HOMES OF WOODLAWN\_I\_N

Grantee(s)
NONE\_F\_N

Consideration	0		Consideration %	100
Tax Exemption		_	Amount Not Taxed	
DEM Number	4,0)		Tax Map Number	
Original Book		·	Original Page	
Title Company				Title Case
Property Descr.				
Certified	No	Copies	0	Page Range



# TERRACE TOWNE HOMES OF WOODLAWN AMENDMENT TO CONDOMINIUM INSTRUMENTS (CORRECTED – SUPERSEDES AND REPLACES THE INSTRUMENT RECORDED MAY 24, 2010)

These Amendments to the Condominium Instruments (By-Laws) of Terrace Towne Homes of Woodlawn are made this [4] day of March, 2011.

### WITNESSETH

WHEREAS, the Master Deed with the attached By-Laws of Terrace Towne Homes of Woodlawn (the "By-Laws"), which is appended as Exhibit "B" to the Master Deed, establishing the Terrace Towne Homes of Woodlawn Condominium, was recorded among the Land Records of Fairfax County, Virginia on June 1, 1972 in Deed Book 3624 at Page 425 ct seq. and,

WHEREAS, the By-Laws were amended by an instrument dated April 27, 2000, which is recorded among the Land Records of Fairfax County, Virginia; and

WHEREAS, the Co-owners of Family Units believe that it is in the best interest of the Terrace Towne Homes of Woodlawn Condominium Council of Co-owners (the "Council of Co-owners") to make certain amendments to the By-laws; and

WHEREAS, the said approval by the co-owners of Family Units to which at least seventy-five percent (75%) of the votes in the Council of Co-owners appertain, all as certified by the President and principal officer of the Council of Co-owners appertain, which certification is attached hereto and marked as Exhibit A; and

NOW THEREFORE, the Council of Co-owners, by its President and Principal Officer, with the approval and agreement of at least seventy-five percent (75%) of the voters of Co-owners appertain, in accordance with the Amendment requirements in Article VII, Section 1 of the By-Laws, does hereby amend the By-Laws of Terrace Towne Homes of Woodlawn Condominium as follows:

1. The following is added as the third sentence of Article I, Section 2 of the By-Laws:

The term "Community" shall mean and refer to the Condominium including the land.

2. The following is added as the third and fourth sentences of Article II, Section 4 of the By-Laws:

In addition, notice of meetings may also be provided by Electronic Transmission or such other means as permitted under the Virginia Condominium Act. The term "Electronic Transmission" means any form of communication, not directly involving the

physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Any term used in the definition of Electronic Transmission that is defined in §59.1-480 of the Uniform Electronic Transactions Act shall have the meaning set forth in such section.

# 3. The second sentence of Article IV, Section 9 of the By-Laws is deleted in its entirety and replaced with the following:

Notice of the time, date and place of the meeting shall be provided to each Director at least three (3) business days prior to the meeting by U.S. mail, hand-delivery, Electronic Transmission (which is defined in Article II, Section 4 of these By-Laws), or such other means as permitted under the Condominium Act.

# 4. Article IV, Section 10 of the By-Laws is hereby deleted in its entirety and is hereby replaced with the following:

The President may call special meetings of the Board of Directors, provided each Director receives three (3) business days advance notice, which may be given by U.S. Mail, hand-delivery, or Electronic Transmission (which is defined in Article II, Section 4 of these By-Laws), stating the time, date, place and purpose of the meeting. If the President receives written request therefore from at least three (3) directors, the President shall call a special meeting of the Board of Directors in like manner and on like notice.

### 5. The following is added as Article IV, Section 14 of the By-Laws:

Action Without a Meeting. Any action 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 next regular meeting of the Board of Directors.

### 6. The following is added as Article IV, Section 15 of the By-Laws:

Conduct of Mectings. Board of Directors Meetings shall be conducted in accordance with the requirements of the Virginia Condominium Act. The President shall preside over all meetings of the Board of Directors. The Secretary shall be responsible to ensure that minutes of the meeting are kept. Should any parliamentary dispute arise, Roberts' Rules of Order (latest edition) shall serve as the basis for the resolution of the dispute, when not in conflict with the Master Deed, these By-Laws, or the Virginia Condominium Act, in which case the latter shall control the resolution of the issue.

# 7. Article VI, Section 1 of the By-Laws is hereby deleted in its entircty and the following is substituted in its place:

Section 1. Assessments

- (a) All co-owners are personally obligated to pay monthly assessments, imposed by the Council to meet all project common expenses, including but not limited to premiums for insurance required by the Master Deed and further including all water bills for the Towne Homes (water bills are common expenses). The assessments shall also include monthly payments to a General Operating Reserve and a reserve fund for all Capital Components (i.e. all items, whether or not part of the common elements, for which the Council has the obligation for repair, replacements, or restorations and for which the Board determines the expense is necessary) or as required in the Property Maintenance Agreement attached as Exhibit "C" to the Master Deed.
- (b) Any assessments not paid within fifteen (15) days after the due date shall be considered in default and the Council may exercise any or all of the following remedies: (i) upon notice to the co-owner to declare the entire balance of the assessment for the current fiscal year due and payable in full; (ii) charge a late charge of \$35.00 or such other amount as determined by the Board of Directors; (iii) charge interest on the past due assessment at the lesser of twelve percent (12%) percent or the maximum interest rate permitted by law; (iv) bring an action at law or in equity against the co-owners of the Family Unit to collect the same; and (v) foreclose the lien against the Family Unit. Such lien may be enforced by the Council in the same manner and to the same extent and subject to the procedures in the Virginia Condominium Act.
- (c) In any proceedings against a co-owner of a Family Unit, the amount which may be recorded shall include all costs of such proceedings or actions at law or in equity, including reasonable attorneys' fees.

### 8. The following is added as Article VI, Section 6(h) of the By-Laws:

Animals and Pets: The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is prohibited within any Family Unit or upon the Common Elements, except that the keeping of two (2) orderly domestic pets (e.g., dog, cat or caged birds) is permitted, without the approval of the Board of Directors, guide animals and aquarium fish (and other limited species of animals which do not normally leave the Family Unit and which do not make noise) is permitted, subject to the applicable Rules and Regulations adopted by the Board of Directors, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding, and provided further, that any such pet creating or causing a nuisance or unreasonable disturbance or noise may be permanently removed from the project property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any co-owner who keeps or maintains any pet upon any portion of the Property shall clean up any waste and excreta left by the pet and properly dispose of such waste. Any co-owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Council, other co-owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the project. All pets which may leave the unit shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to

exceed the additional costs incurred by the Council resulting from the presence of such pets.

### 9. The following is added as Article VI, Section 6(i) of the By-Laws:

(i) Use of Limited Common Element Decks and Patios: Co-owners and residents are responsible for keeping the decks and patios in a clean and sanitary condition, and for removing all snow, ice and water that accumulates on the decks and patios. No co-owner or resident shall obstruct any of the Limited Common Element decks and patios nor shall any co-owner or resident place or cause or permit anything to be placed on or in any of the Limited Common Elements decks and patios, except in those areas designated for such storage by the Board of Directors, if any, without the approval of the Board of Directors. Nothing shall be altered or constructed or removed from the Limited Common Elements decks and patios by a co-owner or resident except upon the prior written consent of the Board of Directors.

### 10. The following is added as Article VI, Section 6(j) of the By-Laws:

(j) <u>Parking</u>: Motor vehicles shall be parked only in designated parking spaces on the project property. No commercial or industrial vehicles including but not limited to trucks, moving vans, buses, tractors, trailers, tow trucks, taxi cabs, hearses, or other for-hire vehicles, shall be permitted to be kept or parked overnight upon any portion of the project property without the prior written approval of the Board of Directors. Trailers, recreational vehicles and equipment, camping vehicles and equipment, or boats shall not be parked on the project property without the prior written approval of the Board of Directors. No motor vehicle shall remain on the project property unless it has current state license plates, county tags (if applicable) and a current inspection sticker. Major repairs to vehicles of any kind are prohibited upon the Property.

### 11. The following is added as Article VI, Section 8 of the By-Laws:

Section 8. Rules and Regulations. The Board of Directors shall have the power to adopt, amend, enforce, and repeal rules and regulations relating to the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Master Deed, these By-Laws or Virginia law. The Property shall be occupied and used in compliance with the rules and regulations. Changes to the rules and regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each co-owner. The rules and regulations shall not unreasonably interfere with the use or enjoyment of the Family Units or the Common Elements. Also, the Board of Directors may issue temporary exceptions to any prohibitions expressed or implied by this Section, for good cause shown.

### 12. The following is added as Article VI, Section 9 of the By-Laws:

Section 9. Costs and Attorneys' Fees. In any proceedings arising out of any alleged breach by an Owner of the terms of the Master Deed, these By-Laws or the rules and regulations, if the Council is the prevailing party, it shall be entitled to recover all of

the costs of such proceeding and reasonable attorneys' fees which shall constitute a lien against such co-owner's Family Unit.

### 13. The following is added as Article VI, Section 10 of the By-Laws:

Section 10. Charges and Suspension of Rights. The Board of Directors may also impose special charges or suspend a co-owner's right to use facilities or services in the case of any co-owner found to be responsible for a violation of the Master Deed, these By-Laws, or the rules and regulations. No suspension or imposition of special charges shall be imposed until the person charged with such a violation has been given notice and an opportunity for a hearing pursuant to the procedures adopted by the Board of Directors in accordance with the requirements of the Virginia Condominium Act. After the evidentiary phase of the hearing, the Board may deliberate in closed session, but shall vote in open session. Charges may not exceed fifty dollar (\$50.00) or the statutory maximum, whichever is greater, for each separate violation. The Board retains the power to characterize any separate violation as a continuing violation if the Owner fails to correct the violation after written notice. In such cases, the Board may charge ten dollars (\$10.00) a day, or the statutory maximum, for every day in which the violation continues, provided that such charge may be increased or decreased as from time to time may be determined by the Board of Directors in accordance with then applicable law and pursuant to prior published resolution. Special charges are assessments and shall be collectible as such and shall also constitute a lien against a Lot to the extent permissible under Virginia law.

#### 14. All other provisions of the By-Laws remain unchanged.

WITNESS the following signature and seals

Commission Expires 1/31/2015  TERRACE TOWNE HOMES OF WOODLAWN CONDOMINIUM COUNCIL OF CO-OWNERS  Commission No. 7122533 My Commission Expires 1/31/2015
By: Chery Jelks, President  STATE OF LAGRES : COUNTY OF Fareday :
Idatic Series Sure Notary Public, do hereby certify that Letter Self's, President of the Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners, whose name is signed to the foregoing Amendment to Condominium Instruments (By-Laws) personally appeared and acknowledged the same before me this 10 day of Machine, 2011.
My Commission Expires: Notary Registration Number:
1 3

### EXHIBIT "A"

### **CERTIFICATION**

I, Chery Jeles, President and Principal Officer of the Terrace Towns Homes of Woodlawn Condominium Council of Co-Owners, hereby certifies that co owners of Family Units within the Terrace Towne Homes of Woodlawn Condominium to which at least Seventy-five (75%) of the vote appertain have executed ratifications approving the Amendments to Article VI, Section 1, and adding Article VI, Sections 6(h), 6(i), 8, 9, and 10 to the By-Laws of Terrace Towne Homes of Woodlawn.
KATIE JOHNSON TURNER Commonwealth of Virginia Notary Public Commission No. 7122533 My Commission Expires 1/31/2015  By: Cheryl Jelks, President
STATE OF Verginia : COUNTY OF Fair frep :
If the Muse Surve Notary Public, do hereby certify that Closed Cells, whose name is signed to the foregoing Amendment to Condominium Instruments (By-Laws), personally appeared and acknowledged the same before me this the day of March, 2011.
Notary Public Notary Public
My Commission Expires:  Notary Registration Number:

33778

Prepared by and Return to:

Whiteford, Taylor & Preston, LLP 3190 Fairview Park Drive, Suite 300 Falls Church, Virginia 22041

# TERRACE TOWNE HOMES OF WOODLAWN AMENDMENT TO CONDOMINIUM INSTRUMENTS (BY-LAWS)

### Tax Map Numbers of the Family Units

Tax Map#	Tax Map#	Tax Map #	Tax Map #
1013 23 0030A	1013 23 0008D	1101 22 0005A	1101 22 0019C
1013 23 0030B	1013 23 0008E	1101 22 0005B	1101 22 0019D
1013 23 0030C	1013 23 0009A	1101 22 0005C	1101 22 0019E
1013 23 0030D	1013 23 0009В	1101 22 0005D	1013 23 0020A
1013 23 0030E	1013 23 0009C	1101 22 0005E	1013 23 00208
1013 23 0027A	1013 23 0009D	1101 22 0006A	1013 23 0020C
1013 23 0027B	1013 23 0009E	1101 22 0906B	1013 23 0020D
1013 23 0027C	1013 23 0001A	£101 22 0006C	1013 23 0020E
1013 23 0027D	1013 23 0001B	1101 22 0006D	1013 23 0022A
1013 23 0027E	1013 23 0001C	1101 22 0006E	1013 23 0022B
1013 23 0026A	1013 23 0001D	1101 22 0013A	1013 23 0022C
(013 23 0026B	1013 23 0001E	1101 22 0013B	1013 23 0022D
1013 23 0026C	1013 23 0002A	1101 22 0013C	1013 23 0022E
1013 23 0026D	1013 23 0002B	1101 22 0013D	1013 23 0023A
1013 23 0026E	1013 23 0002C	1101 22 0013E	1013 23 0023B
1013 23 0021A	1013 23 0002D	1101 22 0014A	1013 23 0023C
1013 23 0021B	1013 23 0002E	1101 22 0014B	1013 23 0023D
1013 23 0021C	1101 22 0003A	1101 22 0014C	1013 23 0023E
1013 23 002 173	1101 22 0003B	1101 22 0014D	1013 23 0024A
1013 23 0021E	1101 22 0003C	1101 22 0014E	1013 23 0024B
1013 23 0016A	1101 22 0003D	1101 22 0015A	1013 23 0024C
1013 23 0016B	1101 22 0003E	1101 22 0015B	1013 23 0024D
1013 23 0016C	1101 22 0004A	1101 22 0015C	1013 23 0024E
1013 23 0016E	1101 22 0004B	1101 22 0015D	1013 23 0025A
1013 23 001 IA	1101 22 0004C	1101 22 0015E	1013 23 0025B
1013 23 001 1B	1101 22 0004D	1101 22 0017A	1013 23 0025C
1013 23 0011C	1101 22 0004E	1101 22 0017B	1013 23 0025D
1013 23 001 ID	1101 22 0007A	1101 22 00E7C	1013 23 0025F
1013 23 0011E	1101 22 00078	1101 22 0017D	1013 23 0028A
1013 23 0010A	1101 22 0007C	1101 22 0017E	1013 23 0028B
1013 23 0010B	[101 22 0007D	1101 22 0018A	1013 23 0028C
1013 23 0010C	1101 22 0007E	1101 22 0018B	1013 23 00280
1013 23 00100	1101 22 0012A	F101 22 001BC	1013 23 0028E
1013 23 0010E	1101 22 0012B	1101 22 0018D	1013 23 0029A
1013 23 0008A	1101 22 0012C	1101 22 0018E	1013 23 0029B
1013 23 0008B	1101 22 0012D	1101 22 0019A	1013 23 0029C
1013 23 0008C	1101 22 0012E	1101 22 0019B	1013 23 0029D
			1013 23 0029E

EXHIBIT "C"

Mr. 3624 PAGE 454

### PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT, is hereby made this 26th , 1972 , by and between the COUNCIL OF CO-OWNERS OF TERRACE TOWNE HOMES OF WOODLAWN (hereinafter called the "Council"), party of the first part, and J. P. J. ASSOCIATES, a Virginia partnership (hereinafter called the "Developer"), party of the second part.

### WITHESSETH THAT:

WHEREAS, the Council has responsibility for administering the condominium established as TERRACE TOWNE HOMES OF WOODLAWN (hereinafter called the "Project") and desires to aid members and prospective purchasers in obtaining financing for the purchase of condominium towne homes in the project; and

WHEREAS, mortgagees may be unwilling to make loans to individual purchasers of condominium towns homes upon the security of individual condominium towns hopes unless the following terms and conditions are imposed upon Terrace Towne Homes of Woodlawn, the Council and each of the purchasers (co-owners) of the condominium towns homes.

NOW THEREFORE, as an inducement to mortgagees to make losses to co-owners, the Council hereby contracts, covenants and agrees with the Developer, as follows:

- 1. This Property Maintenance Agreement shall be in full force and effect and shall bind all co-owners at any time that any mortgages or any successor or assignes of any mortgages, holds a note secured upon a condominium towns home made by a co-owner for the purpose of purchasing, financing or refinancing a condominium towns home.
- 2. The Council shall establish and collect from the co-owners monthly assessments in accordance with the provisions of the Haster Deed and the By-Laws of the Council. Monthly assessments charged to co-owners during the initial occupancy period shall be made by the Council in accordance with a schedule of charges established by Developer prior to the

opening of Terraca Towns Kones of Woodlawn for occupancy. The initial assessment shell be in an amount sufficient to meet the estimate of management, operating and maintenance expenses, reserves and all other expenses of the Council. Subsequent to the initial assessment, assessments made by the Council shall be in accordance with a schedule filed with and approved by the Developer, and shell be in amounts sufficient to meet the Council's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the Developer sixty (60) days prior to the beginning of each fiscal year. The Council agrees that if at any time the co-owner of a condominium towne home fails to pay his monthly assessment, as provided in the Dy-Laws, the Council will initiate necessary legal action to collect the assessment.

3. The Council shall establish and maintain two (2) reserve funds, one of which shall be for the purpose of repairing private streets and the other of which shall be for the purpose of repairing roofs on the Towne Homes and painting the exterior of the Towne Homes as these needs arise. The Council shall pay monthly into the reserve fund for the repairing of private streets a sum equal to three percent (3%) of the monthly assessments chargeable to the co-owners of the condominium towns homes of Terrace Towne Homes of Woodlawn. The said reserve fund for repairing private streets shall be placed in a special account by the Council and shall at all times be under the control of the Council. Disbursements from such fund in excess of ONE HUNDRED DOLLARS (\$100.00), not to exceed five such disbursements in any one calendar year, may be made only after receiving the consent, in writing, of the Developer.

The Council shall pay monthly into the reserve fund for repairing roofs on the Towne Homes and painting the exterior of the Towne Homes a sum equal to three percent (3%) of the monthly assessments chargeable to the co-owners of the condominium towns homes of Terrace Towns Homes of Woodlawn. The said reserve fund for repairing roofs on the Towne Homes

## 21 3624 PAGE 456

and painting the exterior of the Towne Homes shall be placed in a special account by the Council and shall at all times be under the control of the Council. Disbursements from such fund in excess of ONE HUNDRED DOLLARS (\$100.00), not to exceed five such disbursements in any one calendar year, may be made only after receiving the consent, in writing, of the Developer.

The monthly deposits required to be paid by the Council into either the reserve fund for repairing private streets or the reserve fund for the repairing of roofs and the painting of the exterior of towns homes, may be modified as to amount, or discontinued by the Council, provided the modification or discontinuence of such monthly payment is agreed to by the Developer, in writing.

4. In addition to the reserve funds, the Council shall establish and maintain a general operating reserve account and shall pay monthly into said account a sum equivalent to not less than three percent (3%) of the monthly assessment chargeable to the co-owners of the condominium towns homes in Terrace Towns Homes of Woodlawn. Upon accrual in the said general operating reserve account of an amount equal to twenty-five percent (25%) of the current annual amount of assessments chargeable to the co-owners, the monthly deposits may, by appropriate action of the Council, be discontinued and no further deposits need be made into such general operating reserve account so long as the twenty-five percent (25%) level is maintained, and provided further that upon such reduction below such twenty-five percent (25%) level, the monthly deposits shall forthwith be made at the three percent (3%) rate until the twenty-five percent (25%) level is restored. The general operating reserve account shall remain in a special account and shall at all times be under the control of the Council. The general operating reserve occount as herein provided is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a result of delinquent assessments from co-owners and

for other contingencies. Disbursements totaling in excess of twenty percent (20%) of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period, without the consent of the Developer. Reimbursement shall be made to the account upon the payment of delinquencies for which funds were withdrawn from the account.

- 5. The Council will not employ a management agent, enter into a tanagement contract, nor undertake melf-management of Terrace Towns Homes of Woodlawn without written approval of the Developer. The Council and the Developer agrae that until January 1, 1975, the management agent for Terrace Towns Homes of Woodlawn shall be J. P. J. ASSOCIATES.
- 6. The Council shall not, without the prior approval of the Developer, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the Project.
- 7. The Council shall not, without the prior approval of the Developer, given in writing:
  - A. Fail to establish and maintain the funds for replacement and the general operating fund, as set forth herein;
  - B. Fail to provide for the menugement of the Project in a manner approved by the Developer.
- 6. The Council shall maintain and repair the General and/or Limited Common Elements as defined in the Master Deed and each co-owner shall maintain his own condominium towns home in good repair.
- 9. All of the books and documents of the Council and all of its property shall be subject to inspection and examination by the Developer, or its duly authorized agent, at all reasonable times. The Council shall file monthly operating reports, certified financial reports and copies of minutes of all Council and Board meetings with the Developer.
- 10. Upon a violation of this Property Maintenance Agreement, the Moster Deed or the By-Laws, by the Council or by any co-owner, the Developer may give written notice by cartified mail, return receipt requested, of such violation to the Council or to the co-owner (as the case may be). If the

### BOOK 3624 PAGE 458

violation is not corrected to the satisfaction of the Developer within fifteen (15) days after the date such notice is mailed or within such additional period of time as is set forth in the notice, the Developer may, without further notice, declars a default under this Property Haintenance Agreement and may (1) in case of a default of a co-owner, whose note is held by a mortgagee, request that said mortgagee declars the whole of the indebtedness due and payable and proceed with foreclosure of the deed of trust securing the note, and (11) in the case of a default by the Council, apply to any court, state or federal, for specific performance of this Property Haintenance Agreement, or for an injunction against the violation of this Property Haintenance Agreement, or have such other relief as may be appropriate.

11. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Master Deed and any other lands which may be added to Terrace Towne Homes of Woodlawn, and to bind all co-owners of condominium towne homes, present and future.

12. After the completion of construction, the Developer shall have the right to assign its rights under this Agreement to that lender which has the greatest amount of permanent mortgages outstanding on the towne homes in the Project at the time of the assignment, and in the event the lender with the greatest amount of permanent mortgages outstanding on the towne homes refuses to accept such an assignment, then the Developer shall have the right to assign its rights under this Agreement to any lender which has more than twenty-five percent (25%) of the total permanent mortgages outstanding on the towne homes in the project. In the event that no lender is willing to accept an assignment of the Developer's rights under this Agreement, then and in that event the Developer shall have the option to either continue as the party of the second part herain and charge to the Council of Co-Owners a specified fee not to exceed one fourth of one percent of the total annual assessments on all towne homes, or the Developer by instrument in writing,

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duly exacuted and recorded, may relinquish all of its responsibilities and functions herein provided.

- 13. The Property Maintenance Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, executors, administrators, successors and assigns.
- 14. The invalidity of any part of this Property Haintenance Agreement shall not affect the validity of the remaining portions.
- 15. The Council agrees and assumes the obligation to have this Property Haintenanca Agreement recorded among the land records of Fairfax County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Property Mointenance Agreement the data first above written.

COUNCIL OF CO-OWNERS OF TERRACE TOWNE HOMES OF WOODLAWN

54: June . Bechony

Jerome & King

BY: Ettalala M fact

Ludlow King, III

HY: Jame Pallem

BY: Joseph C. Lingle

BOUA 3624 MAGE 460

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that JAMES L. BREHOMY, whose name as President of the Council of Co-Owners of Terrace Towne Homes of Woodlawn is signed to the writing foregoing and hereto annexed, dated the 26th day of May, 1972, personally appeared before me and acknowledged the same before me in my County aforesaid.

Given under my hand and notatial seal this 26th day of May, 1972, x 1

My Commission Expires: 2/11/73

STATE OF VIRGINIA COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that JEROME S. KING, by Ludlow King, his attorney-in-fact, LUDLOW KING, III, JAMES L. BREHOMY and JOSEPH C. LINGLE, whose names are signed to the writing foregoing and hereto annoxed, dated the 26th day of May, 1972, personally appeared before me and acknowledged the same before me in my County aforesaid.

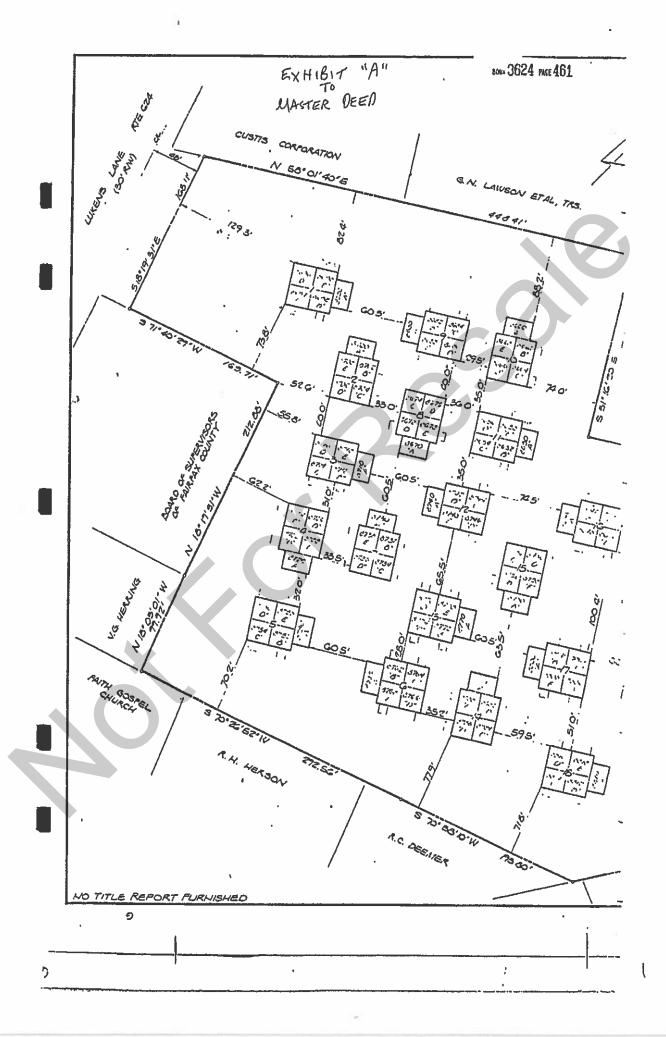
Given under my hand and notarial scal this 26th day of May, 1972.

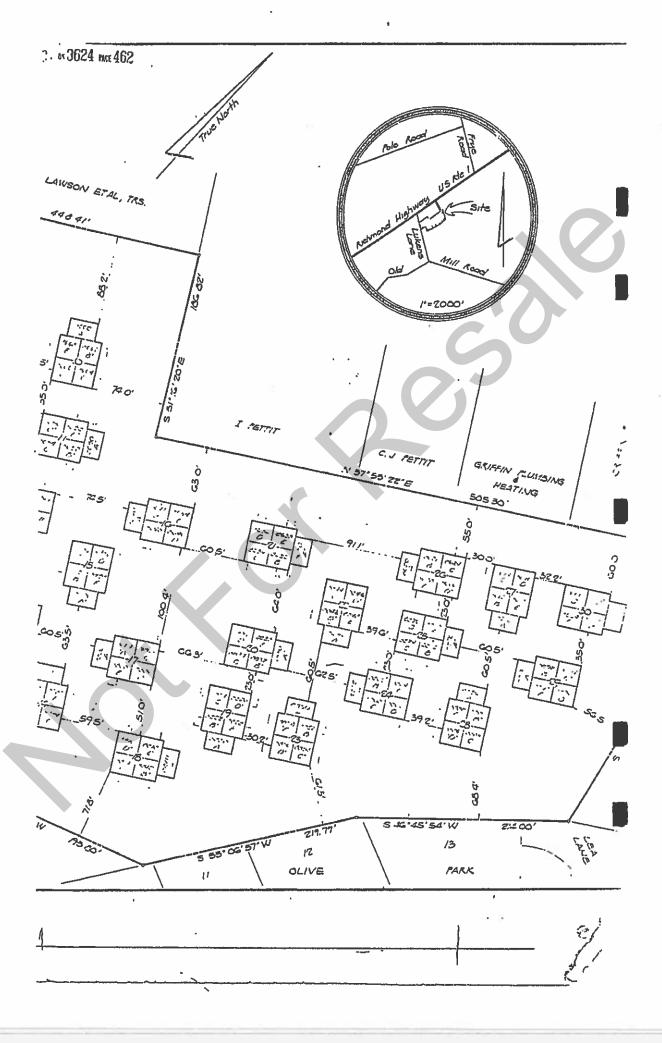
My Commission Expires: 2/11/73

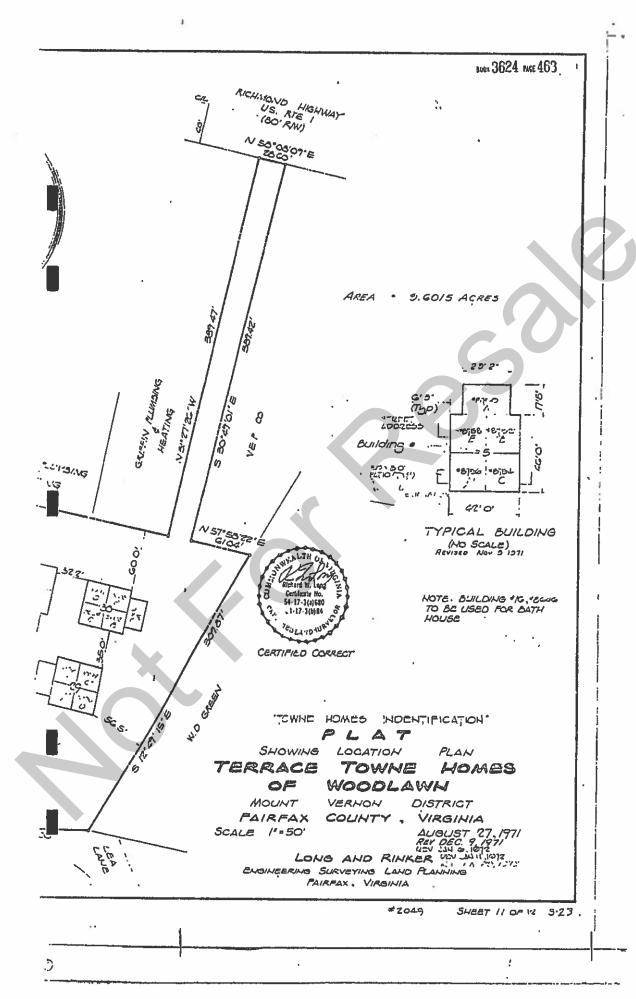
In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUN 1 1972 at July This instrument was received and, with the cortificate annoxed, admitted to record

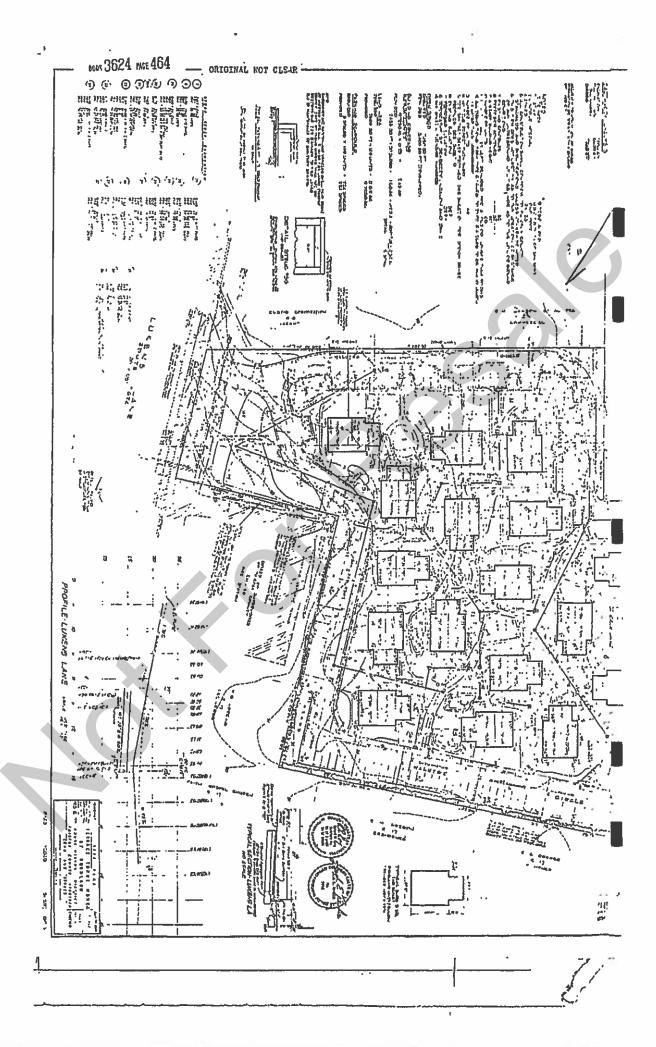
Tester

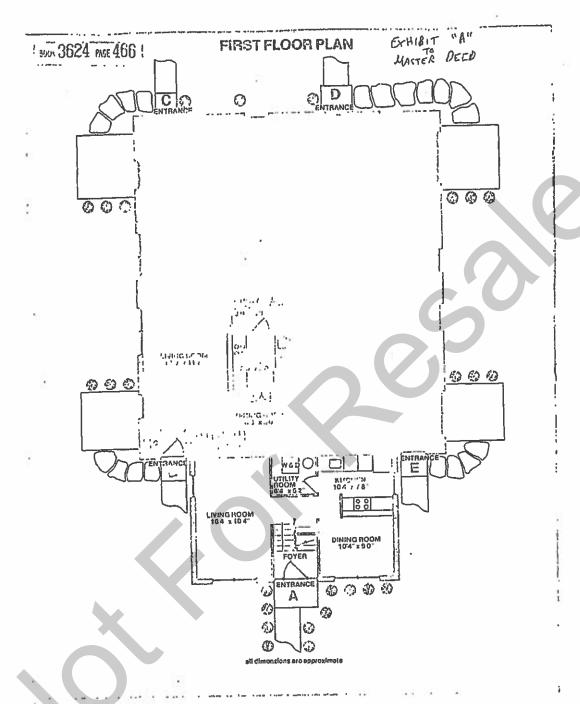
with plat attached











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