

FIRST AMENDMENT  
TO BY-LAWS OF  
SHADOWOOD CONDOMINIUM ASSOCIATION

THIS FIRST AMENDMENT TO BY-LAWS OF SHADOWOOD CONDOMINIUM ASSOCIATION is made as of the first day of October, 1979, by the SHADOWOOD CONDOMINIUM ASSOCIATION, a Virginia unincorporated association, (hereinafter the "Association").

W I T N E S S E T H T H A T:

WHEREAS, the By-Laws of the SHADOWOOD CONDOMINIUM ASSOCIATION were promulgated pursuant to the provisions of the Virginia Horizontal Property Act; and,

WHEREAS, by Article VII, Section 1 of the said By-Laws, the same may be amended at a meeting of the members of the Association, duly constituted for such purpose, upon the approval of co-owners owning at least 75% of the total value of the family units of the Shadowood Condominium; and,

WHEREAS, at a special meeting of the Association held on the 19th day of September, 1978, and duly constituted for the purpose of amending the said By-Laws, five (5) amendments to the By-Laws were approved by the affirmative vote of co-owners holding more than 75% of the total value of all family units at the Shadowood Condominium, as specified in the Master Deed; and,

WHEREAS, the Association desires to hereby publish the said By-Law Amendments which have taken affect as aforesaid,

NOW, THEREFORE, the Association does hereby publish the First Amendments to the By-Laws of the Association which have heretofore taken effect pursuant to the provisions of Section 1 of Article VII of the By-Laws of SHADOWOOD CONDOMINIUM ASSOCIATION, as follows:

ARTICLE II

Section 4 of Article II of the By-Laws of the Association has been amended by deleting the said Section 4 of Article II in its entirety and substituting therefor the following new Section 4 of Article II:

Section 4: The vote(s) appertaining to any unit may be cast in person or by proxy duly executed by or on behalf of the unit owner or owners. Any proxy shall be dated and shall automatically terminate upon the adjournment of the first meeting (or any subsequent meeting called for lack of a quorum at such first meeting) on or after the date of the proxy. In no event, however, shall any proxy be valid longer than one year from the date thereof.

ARTICLE VII

Article VII of the By-Laws of the Association has been amended by deleting the said Article VII in its entirety and substituting therefore the following new Article VII:

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 1. Except as otherwise provided in this Section, these By-Laws may be modified or amended either:

(a) By a vote of the owners of sixty six and two-thirds (66-2/3%) per cent of the Undivided Interest in the Common Elements at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Unit Owner at least twenty-one (21) days in advance of such meeting; or

(b) Pursuant to a written instrument duly executed by the owners of at least sixty six and two thirds (66-2/3%) percent of the Undivided Interest in the Common Elements.

Section 2. A modification or amendment of these By-Laws shall become effective only if such modification or amendment is recorded among the land records of Fairfax, County, Virginia.

Section 3. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Horizontal Property Act as superceded by the Condominium Act. A modification or amendment, once adopted and recorded as provided herein, shall thereafter constitute part of the By-Laws of the Condominium for all purposes and all Unit Owners shall be bound to abide by such modification or amendment.

ARTICLE IX

The following new Article IX has been added to the By-Laws:

ARTICLE IX

LIABILITY AND INDEMNIFICATION

The Unit Owners Association shall indemnify every officer and director of the Condominium 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 settlement of any suit or proceeding if approved by the then Board of Directors of the Condominium) to which he may be made a party by reason of being or having been an officer or director of the Condominium whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the condominium shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Condominium shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Condominium project (except to the extent that such officers or directors may also be owners of condominium units) and the Condominium shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities 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 Condominium, or former officer or director of the Condominium, may be entitled.

ARTICLE X

The following new Article X has been added to the By-Laws:

ARTICLE X

COMMON OR INTERESTED DIRECTORS

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the condominium project. No contract or other transaction between the Condominium and one or more of its Directors, or between the Condominium and any corporation, firm or association (including the Declarant) in which one or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, 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 purposes, if any of the conditions specified in any of the subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof and noted in the Minutes, and the Board 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 Condominium 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, any may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Condominium or not so interested.

#### ARTICLE XI

The following new Article XI has been added to the By-Laws:

#### ARTICLE XI

##### COMPLIANCE AND DEFAULT

Section 1. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Master Deed, these By-Laws, and the Rules and Regulations, and any amendments of the same. A default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

(a) Failure to comply with any of the terms of the Master Deed, these By-Laws and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these By-Laws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

(b) Each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, tenants, agents, or licensees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained however, shall be construed to modify any waiver by any insurance company of its rights of subrogation.

(c) In any proceeding arising out of any alleged default by a Unit Owner, the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees, not exceeding 33-1/3%, as may be determined by the Court.

(d) The failure of the Unit Owners Association, the Board of Directors, the Managing Agent, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Master Deed, these By-Laws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors, or the Unit Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any Unit Owner

by the Master Deed, these By-Laws, or the Rules and Regulations shall be deemed cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Master Deed, or at law or in equity.

(e) In the event of a default by any Unit Owner in paying any Common Expense or other sum assessed against him which continues for a period in excess of ten (10) days, such Unit Owner may, at the option of the Board of Directors, be obligated to pay interest on the amounts due at the rate of eight (8%) per cent per annum from the due date thereof.

(f) 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 be subject to a late charge of not less than ten dollars (\$10.00) per month for each monthly assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these By-Laws for the collection of assessments.

(g) The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Master Deed shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate any remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. Any sum assessed by the Unit Owners Association for the share of the Common Expenses chargeable to any Unit and remaining unpaid for a period of thirty (30) days or longer after default shall constitute a lien on such Unit and shall be enforced pursuant to the provisions of Section 55-79.84 of the Code of Virginia, as amended.

IN WITNESS WHEREOF, SHADOWOOD CONDOMINIUM ASSOCIATION has caused this First Amendment to the By-Laws to be duly executed by its President as of the date aforesaid.

SHADOWOOD CONDOMINIUM ASSOCIATION

By \_\_\_\_\_  
Thomas M. Shannon, President

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 9th day of October, 1979, by THOMAS M. SHANNON, President of SHADOWOOD CONDOMINIUM ASSOCIATION, a Virginia unincorporated association, on behalf of the Association.

This is a facsimile document and SHALL NOT be used for resale disclosure purposes.

**My Commission Expires:**

**July 8, 1983**

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**Notary Public**