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THIRD AMENDMENT
TO THE BY-LAWS OF
SHADOWOOD CONDOMINIUM ASSOCIATION

THE THIRD AMENDMENT TO THE BY-LAWS OF SHADOWOOD CONDOMINIUM ASSOCIATION is made as of the 4th Day of March, 1991, by the SHADOWOOD CONDOMINIUM ASSOCIATION, a Virginia unincorporated association, (hereinafter the "Association").

WITNESSETH THAT:

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

WHEREAS, by Article VII, Section I 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, 1979, pursuant to due notice and duly constituted for the purpose of amending the said By-Laws, an amendment to the By-Laws to delete in its entirety Article VII and substitute a new Article VII was 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

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WHEREAS, at the Annual Meeting of Co-Owners held on the 4th day of March, 1991, pursuant to due notice and duly constituted for the purpose of amending the said By-Laws, an amendment to the By-Laws to add thereto a new Section 8 of Article VI, was approved by the affirmative vote of co-owners holding more than 66 2/3% of the total value of all family units at the Shadowood Condominium, as specified in the Master Deed; and

WHEREAS, the Association desires to here publish the said By-Law Amendment which has taken affect as aforesaid.

NOW, THEREFORE, the Association does hereby publish the Third Amendment to the By-Laws of the Association which has heretofore taken affect pursuant to the provisions of Section I of Article VII of the By-Laws, as amended, of SHADOWOOD CONDOMINIUM ASSOCIATION, as follows:

Article VI of the By-Laws of the Association has been amended by adding thereto the following new Section 8.

Section 8: Tenant Liability Insurance. Section L, Article 2 of the Master Deed requires the insurance carrier to waive subrogation rights as to negligent co-owners. However, no such stipulation is made regarding tenants. In an effort to decrease claims for damage, due solely to acts or omissions of a negligent nature within units occupied by tenants, to increase the Association's insurability, and at the same time try to keep the insurance rates to a reasonable amount, it has become necessary to require tenants to have a personal liability insurance policy and to provide a certificate of insurance to the Association as follows.

(a) Each tenant, in his or her own name, shall obtain and hold in effect a personal liability insurance policy of not less than \$300,000 during occupancy of a unit upon the Property.

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- (b) To assure that the Master Insurance Policy carrier may subrogate as to a negligent tenant, the Co-Owner of the unit shall not be named as co-insured on the tenant's liability policy.
- (c) A certificate of insurance must be provided to the Association by each tenant as follows:
 - 1. Current Tenants as of the effective date of the By-Laws Amendment:
Upon expiration and renewal of current lease regardless of whether it is month-to-month or for a set period of time; annually thereafter.
 - 2. New Tenants as of the date following the effective date of the By-Law Amendment: Within five (5) days of the beginning of the term of the lease; annually thereafter.
- (d) All leases must include notice concerning tenant liability insurance.
- (e) Failure to provide a certificate of insurance to the Association, as described above, shall be deemed a violation of the By-Laws and, as third-party to the lease, the Association may require eviction of the tenant according to Article VI, Section 7 of the By-Laws.