

**BY-LAWS
OF
WOODWINDS**

**ARTICLE I
PLAN OF CONDOMINIUM APARTMENT, PATIO HOME AND TOWNHOUSE
OWNERSHIP**

Section 1. Condominium Apartment, Patio Home, and Townhouse Ownership

The Project located at South Lakes Drive and Soapstone Drive, Fairfax County, State of Virginia, known as WOODWINDS is submitted to the provisions of Chapter 4.1, Title 55, Code of Virginia 1950, as amended, known as the “Horizontal Property Act,” (the “Act”).

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Project. (The term “Project” as used herein shall include the land.)

Section 3. Personal Application. 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 subjected to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium apartments, patio homes and townhouses (hereinafter referred to as “Apartments, Patio Homes, and Townhouses, respectively) of the Project, or the mere act of occupancy of any of said Apartments, Patio Homes, or Townhouses will signify that these by-Laws are accepted, ratified, and will be complied with.

**ARTICLE II
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the Apartment, Patio Home, or Townhouse, or Apartments, Patio Homes, or Townhouses in the Master Deed.

Section 2. Majority of Co-Owners. As used in these By-Laws, the term “majority of co-owners” shall mean those co-owners holding more than fifty percent (50%) of the votes in accordance with the percentage assigned in the Master Deed.

Section 3. Quorum. 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. No co-owner with the exception of the Grantor, may cast more than one vote by proxy in addition to his own vote.

ARTICLE III ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Apartments, Patio Homes, and Townhouses will constitute the Council of Co-Owners (hereinafter referred to as “Council”) who will have the ultimate responsibility of administering the Project, providing for all exterior painting of the Apartments, Patio Homes, and Townhouses and unenclosed garages in the Project, approving the annual budget, establishing the monthly assessment for the subsequent year, and reviewing the Board of Directors’ arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority in interest of the co-owners.

Section 2. Annual Meetings. The first annual meeting of the Council shall be held within one hundred twenty (120) days after eighty percent (80%) of the Apartments, Patio Homes, and Townhouses have been sold and title to the same has been conveyed. Thereafter, annual meetings of the Council shall be held on the third Tuesday of November of each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. 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 in interest of co-owners and having been presented to the Secretary, provided, however, that no special meeting shall be held until after the first annual meeting of the Council as hereinabove provided for. 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 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, and the Management Agent as hereinafter defined in Section 4, at least five (5) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

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 Apartments, Patio Homes, and Townhouses shall be as follows:

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

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Council shall be governed by a Board of Directors composed of three (3), five (5), or seven (7) natural persons, all of whom after the first annual meeting of co-owners as hereinabove provided for, must be co-owners of Apartments, Patio Homes, or Townhouses in the Project. The initial directors of the Council shall be A.J. Castro, M. P. Howard, and A. Wagner.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administrative 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 down by the co-owners.

Section 3. Other Duties. In addition to the duties imposed by these By-Laws or by regulations 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;
- b. Making the interim adjustments in the monthly assessments, if necessary;
- c. Collection of monthly assessments from co-owners;
- d. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas, and facilities.
- e.

Section 4. Management of Project. 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 and accepted by the Management Agent to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Council shall not employ any new Management Agent without thirty (30) days prior written notice to the institutional holders of all first mortgages on the condominium units and the Council shall not undertake "self-management" or otherwise fail to employ a professional management agent without prior written approval of eighty percent (80%) in amount of all the institutional holders of such first mortgages.

Section 5. Election and Term of Office. The term of the Directors appointed in Section 1 of this Article shall expire at the first annual meeting of the Council as hereinabove

provided for or when their successors are elected. At such meeting, the term of one (1) Director shall be fixed at three (3) years; the term of office of one (1) Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of office of three (3) years unless by a majority vote of the co-owners, a shorter term is fixed. The Directors shall hold office until their successors have been elected and held their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Councils 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 at the next annual meeting of the Council.

Section 7. Removal of Directors. At any regular or special meeting duly called) but not prior to the first annual meeting as hereinafter provided for), 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 be and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the 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 shall be present.

Section 9. Regular Meetings. Regular 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 hereinafter 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 three (3) Directors.

Section 10. Waiver of Meeting. 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 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 meeting.

Section 11. Board of Directors' 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, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE V OFFICERS

Section 1. Designation. The principle 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 an organizational 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, wither 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 person.

Section 4. President. 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 powers and duties which are usually vested in the office of President of a Council, including but not limited to the power to appoint committees from among the co-owners 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. In 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 at 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 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 deposits 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 in advance monthly assessments as imposed by the Council to meet all Project common expenses. The assessments shall include monthly payments to a general operating reserve and other reserve funds for repair and replacement as from time to time considered appropriate by the Board of Directors. The monthly assessment herein provided and ant service charges and interest for late payments as specified in Article VI, Section 8, herein shall be a charge on the Apartment, Patio Home, or Townhouse and shall be a continuing lien upon the Apartment, Patio Home, or Townhouse against which assessment is made. Such lien may be foreclosed upon resolution of the Board of Directors in the manner now or hereinafter provided by law for the foreclosure of mortgages and/or deeds of trust or other liens on real property in the State of Virginia. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgages or deeds of trust. The sale of transfer of any Apartment, Patio Home, or Townhouse which is subject to ant first mortgage or deed of trust, pursuant to a Decree of Foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale of transfer shall relieve such Apartment, Patio Home, or Townhouse from liability for any assessments thereafter becoming due or from the lien thereof.

In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and reserve funds, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency. Monthly assessments, however, shall not be charged to the Grantor during the period of construction for incomplete condominium Apartments, Patio Homes, or Townhouses owned by the Grantor. Incomplete condominium Apartments, Patio Homes, or Townhouses for which an occupancy permit has not yet been issued by the County of Fairfax, Virginia.

Section 2. Maintenance and Repair

- a. Every co-owner must perform promptly all maintenance and repair work within is own Apartment, Patio Home, or Townhouse 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 the repairs of internal installations of the Apartment, Patio Home, or Townhouse such as water, light, gas, power, sewage, telephone, air conditioner unit, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Apartment, Patio Home, or Townhouse area shall be at the co-owner's expense.

- c. A co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 3. Use of Apartment, Patio Home, or Townhouse – Internal Changes

- a. All Apartments, Patio Homes, and Townhouses shall be utilized for residential purposes only.
- b. A co-owner shall not make structural modifications located therein without previously notifying the Board of Directors in writing, through the Management Agent, if any, or through the President of the Board of Directors. The Board of Directors or the Management Agent on behalf of the Board of Directors shall have the obligation to answer within thirty (30) days and failure to do so in within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of general Common Elements. A co-owner shall not place or cause to be placed in the general common elements any objects of any kind which would tend to obstruct the reasonable use of the general common elements by other co-owners or which would tend to cause a nuisance. The hallways, sidewalks, driveways, roads, and roadways shall be used for no other purpose that for normal transit through them.

Section 5. Right of Entry

- a. A co-owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors of the Council in case of an emergency originating in or threatening his Apartment, Patio Home, or Townhouse, whether the co-owner is present at the time or not.
- b. A co-owner shall permit other co-owners or their representatives, when so required, to enter his Apartment, Patio Home, or Townhouse for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services necessary to be done in his Apartment, Patio Home, or Townhouse, provided that request for entry is made in advance and that 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 Conduct

1. The Rules of Conduct shall apply to all Woodwinds co-owners, tenants, guests, invitees, and/or others, including children and other family members thereof. Co-owners are responsible for the actions of their children, guests, servants, employees, or any other person occupying or visiting their Apartment, Patio Home, or Townhouse. Any damage to the buildings, parking areas, recreational facilities, equipment, or other limited common or common areas caused by any co-owner, his/her tenant, guests, children, employees, or pets shall be repaired at the expense of that co-owner.
2. The greens, walkways, and entranceways in front of the Apartments, Patio Homes, and Townhouses shall not be obstructed or used for any purpose other than entry to or exit from the Apartments, Patio Homes, or Townhouses.

3. No exterior of any Apartment, Patio Home, or Townhouse shall be painted or decorated or changed in any manner; no exterior shades or awnings, exterior light fixtures, window guards, ventilators, fans, air conditioning devices, storm doors or plastic storm guards shall be used on or about the buildings; no radio or television aerial shall be attached to or hung from the exterior of the buildings; no storage sheds or dog houses or other construction alteration may be made in connection with the Apartments, Patio Homes, or Townhouses or any limited common or common elements, to include without limitation the exterior surfaces of windows, doors, trim and frames, the exterior and interior glass surfaces of window panes, balconies, and patios – except such as may have been approved by the Board of Directors, in writing, and, when applicable, have been approved by the Reston Home Owners Association in writing to the Board of Directors.
4. No article shall be hung from the doors or windows of the Apartments, Patio Homes, or Townhouses. All drapes or other window covering shall be lined white or if unlined be white, off-white, or neutral. The use of off-white or neutral color sheets or other temporary window covering shall be limited to two months. No articles shall be set on exterior window sills nor on balcony ledges except such as may have been approved by the Board of Directors, in writing. Liability for injury resulting from violations of this rule rests with the unit owner violating the rule. Woodwinds Association is not liable for damage to personal property that is displayed or stored on common property or limited common property.
5. No bicycles, motorcycles, scooters, baby carriages, other vehicles, toys, or other personal articles shall be allowed to stand in hallways, entranceways, stairwells, or sidewalks or paths.
6. Noises which will disturb or annoy occupants of any of the Apartments, Patio Homes, or Townhouses will not be permitted, nor will any actions which may interfere with the rights, comfort, or convenience of others.
7. No signs, notice, or advertisement shall be inscribed or exposed on the outside of any building nor shall anything be projected out of any window without approval of the Board of Directors, in writing, except that one “for sale” or “for rent” sign may be displayed in one window of an Apartment, Patio Home, or Townhouse until such time as a contract has been executed for sale or lease.
8. All refuse shall be deposited with care in plastic bags fastened securely at the top or in other secure and weatherproof containers, only at such times and in such manner as the Board of Directors may direct.
9. No employee or contractor of the Council shall be given work orders by anyone other than the Managing Agent, the President, or designee of the Board of Directors, nor will any employee or contractor be sent on any private business at any time.
10. The maintenance, keeping, boarding, and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Apartment, Patio Home or Townhouse or upon the limited common or common elements, except that the keeping of small, orderly domestic pets, (e.g., dogs, cats, or caged birds) is permitted subject to the laws of Fairfax County, and the Rules and Regulations adopted by the Board of Directors; provided however, that such pets are not kept or maintained for any commercial purposes or for breeding, and

- provided further that any such pet causing or creating a nuisance or unreasonable disturbance or notice must be permanently removed from the property upon ten days written notice from the Board of Directors. Dogs are not permitted on the common elements unless carried or held on a leash. Any unit owner who keeps or maintains any pet upon any portion of the Property, or whose tenant does so, shall be deemed to have indemnified and agreed to hold the Council of Co-Owners, unit owners, their guests, and their invitees 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 Condominium. All pets shall be registered and inoculated as required by law.
11. (a) Co-owners, their tenants, employees, servants, agents, visitors, licensees, and the families of co-owners will obey parking regulations which may be posted in the private streets, courts, and parking areas, and other parking regulations which may be promulgated in the future for the safety, comfort, and convenience of co-owners, their tenants, guests, and employees.
- (b) No vehicle shall be parked in such a manner as to impede access to or egress from another's assigned parking space.
- (c) with the exception of minor adjustments, major repairing and/or painting of vehicles shall not be permitted at any time on the common elements. Drainage of any automotive fluids is prohibited.
- (d) No trailers, boats, or any other vehicle intended solely for recreational purposes may be parked in any common or limited common element parking area. No junk or derelict vehicle or other vehicle on which current registration and required permits and stickers are not displayed shall be kept upon any of the common or limited common elements for more than 30 days, unless a written exception has been granted by the Board of Directors. Following reasonable attempt to give notice to owners of offending vehicles, the Board of Directors will have an offending vehicle towed at the expense and risk of the owner/s of said vehicle.
12. Anyone wishing to plant flowers, trees, or shrubs outside of his/her unit must obtain permission from the Board of Directors before doing so.
13. Balconies and patios shall be kept clean and free of obstructions and may not be used for storage purposes. Planters, plant containers, and other objects on balconies may not protrude or extend beyond the inside limits of balconies. Clotheslines are prohibited on balconies or patios or elsewhere outside of the exteriors of Apartments, Patio Homes, or Townhouses. The Council assumes no responsibility for loss or damage to articles in or on the patios or balconies. Liability for injury resulting from violations of this rule rests with the unit owner violating the rule.
14. Co-owners shall be responsible for providing these Rules of Conduct to any tenant of their Apartment, Patio Home, or Townhouse.
15. Complaints shall be made in writing to the Management Agent. In the event that the Board of Directors is functioning as Management Agent, then such complaints shall be sent to the President of the Board of Directors.
16. Any consent or approval given under these Rules of Conduct by the Board of Directors shall be revocable, upon reasonable notice, at any time if facts presented for consideration change.

17. These Rules of Conduct may be added to, modified, or repealed at any time by the Board of Directors.

Section 7. Suspension of Rights to Use of Recreational Facilities. In addition to all other rights which it has for non-payment of assessments, the Board of Directors of the Council of Co-Owners shall have the right to suspend the right to the use by a co-owner and his family of the recreational facilities as provided for in the Master Deed 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. This right of suspension shall not affect in any manner the obligations of such co-owner.

Section 8. Service Charge for Late Payment of Monthly Assessments. The monthly assessments provided for in Section 1 of this Article are due and payable in advance, on the first day of each and every month. In the event of a default in the payment of any monthly assessment by any co-owner, at the option of the Board of Directors, the monthly assessments for the succeeding eleven (11) months may be accelerated with respect to such Apartment, Patio Home, or Townhouse and shall at once become due and payable. Each co-owner, by accepting a deed to his Apartment, Patio Home, or Townhouse, is deemed to covenant and agree to pay a \$10.00 service charge for each monthly assessment due on his Apartment, Patio Home, or Townhouse received by the Council of Co-Owners after the 10th day of the month plus interest, upon the resolution of the Board of Directors, on the late assessment payment calculated at a rate of 6% from the due date.

ARTICLE VII AMENDMENTS TO BY-LAWS

Section 1. By-Laws. These By-Laws 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 eighty percent (80%) of the total votes in accordance with the percentages shown in the Master Deed and recorded among the Land Records of the County of Fairfax, Virginia, with marginal notation thereof where the Master Deed is recorded.

ARTICLE VIII MORTGAGES

Section 1. Notice to Council. A co-owner who gives a deed of trust to his Apartment, Patio Home, or Townhouse shall notify the Council through the Management 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 amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds of Trust of Apartments, Patio Homes, and Townhouses."

Section 2. Notice of Unpaid Assessments. The Council shall at the request of a party secured by a deed of trust of an Apartment, Patio Home, or Townhouse or of a purchaser of an Apartment Unit, Patio Home, or Townhouse, report any unpaid assessments due from the co-owner of such Apartment, Patio Home, or Townhouse.

**ARTICLE IX
COMPLIANCE**

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