

Bylaws
Patriot Condominium Unit Owner's Association Inc.

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EXHIBIT D
RESTATED AND AMENDED BYLAWS

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OF
PATRIOT CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.

ARTICLE 1
Introductory Provisions

Section 1.1. Applicability. These Bylaws provide for governance of the Patriot Condominium by a Unit Owner's Association. The Condominium is located on Patriot Road in Williamsburg, Virginia (formerly located in James City County, Virginia).

Section 1.2. Definitions. In addition to the definitions indicated or specified by Section 1.2 of the Declaration, in these Bylaws:

- (a) "The Association" means Patriot Condominium Unit Owners' Association, Inc..
- (b) "Majority Vote" means a simple majority (except where a higher majority is specified) of the votes actually cast at a meeting held pursuant to these Bylaws where (except in the case provided for in Section 2.5 of these Bylaws) the quorum requirements are satisfied.
- (c) "Upkeep" means care, maintenance, operation, repair, renovation, alteration, remodeling, restoration, replacement and improvement.

ARTICLE 2
The Association

Section 2.1. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of Units in the Condominium.

Section 2.2. Annual Meetings. The members of the Association shall meet during the second month preceding the beginning of each fiscal year at such time and place as may be fixed from time to time by resolutions of the Board of Directors.

Section 2.3. Special Meetings. Special meetings of the Association shall be held if sought by resolution of the Board of Directors or by a petition signed by the Unit Owners of at least one-third (1/3) of the Units; provided, that such resolution petition or request must (1) specify the time and place at which meeting is to be held, (2) either specify a date upon which the meeting is to be held which will permit the Secretary to comply with Section 2.4 of these Bylaws, or else specify that the Secretary shall designate the date of the meeting, (3) specify the purpose(s) for which the meeting is to be held, and (4) be delivered to the Secretary.

Section 2.4. Notice. Any notice required to be given to a Unit Owner shall be deemed to have been given (1) when delivered by hand or mailed first class, postage prepaid, to the most recent address known to the sender for any of the Persons constituting that Unit Owner, or (2) in the case of notice of a meeting of the Association, when given by the Secretary in accordance with the requirements of §55.1-1949 (formerly §55-79.75) of the Code of Virginia as amended from time to time. The notice of a meeting of the Association shall specify the place, date and time of the meeting and, in the case of a special meeting, shall also specify the purpose(s) for which the meeting is to be held.

Section 2.5. Quorums. A quorum shall be deemed to be present throughout any meeting of the Association if Persons entitled to cast more than one-fourth (1/4) of the votes in the Association are present at the beginning of such meeting. At any meeting at which a quorum is not present, the Persons present shall have no power other than to adjourn the meeting to date, time and place agreed by Majority Vote of those present.

Section 2.6. Order of Business. The order of business at meetings of the Association shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Directors.
- (5) Unfinished business.
- (6) Appointment of vote tellers (if any vote is to be taken) by the Officer presiding at the meeting.
- (7) Election of Officers (at annual meetings).
- (8) New business.

Section 2.7. Conduct of Meetings. The Officer presiding at a meeting of the Association may appoint a person to serve as parliamentarian at any meeting. In the discretion of the President or other person presiding at the meeting, Robert's Rules of Order may be used to govern the conduct of the meeting. No action taken or decision made at a meeting shall be invalid due to failure to follow Robert's Rules of Order.

Section 2.8. Qualifications for Voting. No Unit Owner may vote at any meeting of the Association or be elected as an Officer if the Association has perfected a lien against his Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election.

Section 2.9. Proxy Voting. Voting at all meetings of the Association may be in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before or at the appointed time of the meeting.

Section 2.10. Calculation of Votes. The votes allocated to each Unit equal the numerator of the fraction constituting that Unit's Common Element Interest. All matters on which a vote is taken at a meeting of the Association shall be determined by a simple Majority Vote except where a higher majority is specified by these Bylaws.

ARTICLE 3 Board of Directors

Section 3.1. Number and Term. The Board of Directors shall consist of five (5) members elected by the members of the Association to serve until the next annual meeting. Cumulative voting shall not be permitted for the election of Directors.

Section 3.2. Meetings. The Board of Directors shall meet regularly at such intervals, times and places as may be fixed from time to time by resolutions of the Board. Special meetings of the Board shall be held when called by at least two (2) of the Directors with at least three (3) days' notice to the remainder of the Board. However, notice of a special meeting may be waived by any Director in writing or by attending the meeting.

Section 3.3. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business.

Section 3.4. Conduct of Meetings. In the discretion of the President or other person presiding at the meeting, Robert's Rules of Order may be used to govern the conduct of the meeting. No action taken or decision made at a meeting shall be invalid due to failure to follow Robert's Rules of Order. Each decision of the Board of Directors shall be made by a Majority Vote except where a higher majority is specified by these Bylaws.

Section 3.5. Action without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Directors shall consent in writing to such action. Any such written consent shall be filed with the minutes for proceedings of the Board.

Section 3.6. Compensation. No Director shall receive any compensation for the Association for serving as a Director.

Section 3.7. Removal of Directors. A Director may be removed with or without cause by a Majority Vote at any special meeting of the Association called to consider such removal. When a Director is removed pursuant to this Section his successor shall be elected at the same meeting by Majority Vote.

Section 3.8. Vacancies. When a vacancy in the Board of Directors is caused by death, resignation, or by any other reason other than the removal of a Director pursuant to Section 3.7 of these Bylaws, the vacancy shall be filled by an individual elected by the majority of the remaining Directors.

ARTICLE 4
Officers

Section 4.1. Scope of this Article. For the purposes of this Article only, the term "Officer" does not include any member of the Board of Directors in his capacity as a Director.

Section 4.2. Enumeration, Appointment and Term. The Officers of the Association shall include a President, a Vice President, a Secretary, a Treasurer, the members of any committees created by the Board of Directors, and such other Officers have such titles and duties as the Board may from time to time determine by resolution. All Officers shall be appointed by the Board to serve at the pleasure of the Board, except that the Board may give to the chairman of a committee the power to appoint and/or remove other members of his committee. The office of President, Vice-President and Secretary shall be held by three (3) different individuals, but those individuals or any other individuals may hold any number of other offices. The President, Vice-President, Secretary, and Treasurer must be members of the Board of Directors and shall cease to hold their offices when they cease to be Directors.

Section 4.3. Duties. It shall be the duty of:

- (1) the President, to preside at meetings of the Association and the Board of Directors; to see to the execution of the resolutions of the Association and the Board and to report to appoint a Secretary pro tem at any meeting at which the Secretary is absent; and to prepare and execute in recordable form the amendments contemplated by Section 4.3 of the Declaration;
- (2) the Vice-President, to act in the place and stead of the President in the event of the President's absence or failure or inability to act;
- (3) the Secretary, to keep the minutes and record the resolutions at all meetings of the Association and the Board of Directors; to give notice pursuant to Section 2.4 of these Bylaws to each Unit Owner of each assessment against his Unit as soon as practicable after the assessment is made; to give notice and a copy of any Rules and Regulations or amendments thereto to each Unit Owner as soon as practicable after the adoption thereof by the Board of Directors; to give any other notice to Unit Owners or to Mortgagees required by these Bylaws or by the Condominium Act; and to make it possible for any Unit Owner and any Mortgagee to inspect and copy, at reasonable times and by appointment, the minutes of the proceedings of the Association and of the Board;
- (4) the Treasurer, to receive and deposit in appropriate insured accounts with financial institutions all income of the Association; to disburse the funds of the Association only in accordance with resolutions of the Board of Directors; to keep orderly books showing the income and expenditures of the Association; to make these books

available for inspection and copying by any Unit Owner and any Mortgagee at reasonable times and by appointment; and to prepare and deliver to the President or Vice-President the certificate required by Section 7.4 of these Bylaws;

- (5) each Officer, to perform such duties as are normally associated with his office in parliamentary organizations, except to the extent (if any) inconsistent with the Condominium Instruments or the Condominium Act;
- (6) each Officer, to perform such other duties as may be assigned to his office by resolution of the Board of Directors.

Section 4.4. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by the President or the Treasurer or by any other Officer designated by a resolution of the Board of Directors.

Section 4.5. Compensation of Officers. No Officer shall receive any compensation from the Association for acting as an Officer, except to the extent authorized by a Majority Vote of the Members .

ARTICLE 5

Liabilities, Powers and Duties of the Association and its Officers

Section 5.1. Liability of the Officers, Unit Owners and the Association.

- (a) The Officers and Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except that each shall be liable for his own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and Directors from and against all liability to others arising out of contracts made by the Officers and Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Instruments or the Condominium Act. Officers and Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by Officers, Board of Directors, or the Managing Agent or out of the aforesaid indemnity in favor of the Officers and Directors, or for damages as a result of injuries or damage arising in connection with the Common Elements solely by virtue of his ownership of an interest therein, or for the liabilities incurred by the Association, shall be limited to the total liability multiplied by his Common Element Interest. Every contract made on behalf of the Association by Officers, the Board of Directors, or the Managing Agent shall, as the case may be, be acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners), and that

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each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Common Element Interest.

- (b) The Association shall not be liable for any failure of water supply or other services of any nature to be obtained by the Association or paid for as Common Expense, or for injury or damage to any Person or property caused by natural elements or by any Unit Owner or other Person, or resulting from electricity, water, snow or ice which may leak or flow from or through any portion of the Common Elements or from any pipe, drain, conduit, structure or other apparatus. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored anywhere within the Condominium. No diminution or abatement of any assessments for Common Expenses shall be claimed or allowed for inconvenience or discomfort arising from upkeep of the Common Elements or from any action taken by the Association, the Officers, the Managing Agent or any Unit Owner(s) to comply with any law, ordinance or other governmental regulation or order.

Section 5.2. Common or Interested Officers. Each Officer shall exercise his powers and duties in good faith and with a view to the interests of the Association and its members as a group. No contract or other transaction between the Association and any of its Officers or Directors, or between the Association and any Person (including the Declarant) in which any of the Officers are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Officer is present at the meeting which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if:

- (a) the fact of the common directorate or interest is disclosed or known to all of the individuals who have authority to make, enter into, or ratify the contract or transaction and is noted in the minutes; or
- (b) the contract or transaction is commercially reasonable to the Association at the time it is made, entered into, or ratified.

Any common or interested Officers or Directors may be counted in determining the presence of a quorum of any meeting which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize, approved, or ratify any contract or transaction with like force and effect as if such Officer or Director were not so interested.

Section 5.3. Powers and Duties:

- (a) The Board of Directors shall have the power:

- (1) to adopt, modify and repeal Rules and Regulations not in conflict with the Condominium Instruments or any law, ordinance or governmental regulation;
- (2) to determine the expenditures to be made by the Association and the purpose of each such expenditure;
- (3) to make, contract for the making of and/or authorize the making of alterations and additions to the Common Elements;
- (4) to otherwise provide for the upkeep of the Common Elements;
- (5) in carrying out any of the foregoing powers, to employ and dismiss any Person, and to purchase any equipment, supplies and material, which equipment, supplies and material shall be the property of the Association insofar as any of it remains personal property;
- (6) to adopt an annual budget;
- (7) to make assessments against the Condominium Units to pay all Common Expenses, establish the means and methods of collecting such assessments from the Unit Owners, and, to the extent not established by these Bylaws, to establish the dates or intervals at which such assessments or installments thereof shall become due;
- (8) to collect the assessments from the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors, and use the proceeds to pay all Common Expenses;
- (9) to open bank accounts on behalf of the Association and designate the signatories thereon;
- (10) to borrow money on behalf of the Association, provided however, that a two-thirds (2/3) Majority Vote of the Unit Owners shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00) ;
- (11) to keep books and detailed accounts in chronological order of the receipts and expenditures affecting the Condominium, specifying the expenses of upkeep of the Common Elements and the nature of all other expenses incurred;
- (12) to obtain and maintain insurance as provided in Article 8 of these Bylaws, pay the premiums therefor, and adjust and settle any claims thereunder;

- (13) to acquire, hold, mortgage and dispose of Condominium Units in the name of the Association, but only if such actions are approved by a two-thirds (2/3) Majority Vote of Unit Owners;
 - (14) to act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceedings affecting any part of the Condominium;
 - (15) to do or cause to be done any other act or thing not inconsistent with the Condominium;
 - (16) except as provided in subsection (b) of this Section, to delegate to any one or more Officers, with or without conditions, the power to exercise any or all of the foregoing powers between meetings of the Board; and
 - (17) except as provided in subsection (b) of this Section, to delegate any or all of the foregoing powers, with or without conditions, to a Managing Agent selected and employed by the Board on behalf of the Association pursuant to Article 6 of these Bylaws;
- (b) Notwithstanding anything to the contrary in this Section, the Board of Directors shall not delegate any of the powers mentioned in paragraphs (1), (2), (6), (7), (13), (14), (16) and (17) of subsection (a) of this Section.
- (c) The Board of Directors shall have the duty to:
- (1) notify any Mortgagee who has given written notice to the Association of his lien on a Condominium Unit of any failure by the Unit Owner thereof to pay an assessment for Common Expenses if such default continues for more than forty-five (45) days;
 - (2) do or cause to be done by an appropriate Officer all acts and things required by the Condominium Instruments to be performed by any Officer;
 - (3) do or cause to be done any other act or thing not inconsistent with the Condominium Instruments or any law, ordinance or governmental regulation, as may be directed by a two-thirds (2/3) Majority Vote of the Unit Owners.
- (d) Except as otherwise provided in the Condominium Instruments or by law, all of the powers and duties conferred by this Section and other Sections of these Bylaws on the Association shall be exercised by the Board of Directors on behalf of the Association.

ARTICLE 6

Managing Agent

Section 6.1. Selection. The Board of Directors shall, unless authority not to do so is given by a Majority Vote of the Unit Owners and by Mortgagees holding at least two-thirds (2/3) of the first deeds of trust and first mortgages encumbering Condominium Units, select and employ on behalf of the Association a Managing Agent.

Section 6.2. Requirements. The Managing Agent shall be a bona fide business enterprise, which has a minimum of two (2) years' experience in real estate management and employs person possessing competence in the technical skills necessary to the proper management of the Condominium. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel expert in the areas of condominium insurance, accounting, contract negotiation and condominium regulation. The contract with the Managing Agent must have a term not in excess of one (2) years, may be renewable for periods not in excess of two (2) years, and must provide that it may be terminated (without a termination fee) with cause on no more than thirty (30) days' written notice or without cause on no more than ninety (90) days' written notice.

Section 6.3. Powers and Duties. The Managing Agent shall have the power to do or have done such acts and things as the Managing Agent may be authorized by the Board of Directors to do or have done, and the duty to do or have done such acts or things as the Managing Agent may be directed by the Board of Directors to do or have done, subject, however, to Section 5.3(b) of these Bylaws.

Section 6.4. Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

- (1) The accrual method of accounting shall be employed.
- (2) Two or more individuals shall be responsible for handling cash to maintain adequate financial control procedures.
- (3) Cash accounts of the Association shall not be commingled with any other accounts.
- (4) No remuneration shall be accepted by the Managing Agent from any third Persons providing goods or services to the Association whether in the form of commissions finder's fees, service fees or otherwise, and any discounts received shall be credited to the benefit of Association.
- (5) Any financial or other interest which the Managing Agent may have in any Person providing goods or services to the Association shall be disclosed in advance to the Board of Directors.

(6) An annual budget shall be prepared for the Association on an accrual basis together with a twelve-month cash flow statement.

(7) A monthly financial report shall be prepared for the Association containing:

- (i) an Income Statement reflecting all income and expense activity for the preceding month on an accrual basis in an "actual" versus "projected" (budget) format;
- (ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding month on a cash basis;
- (iii) a Ninety-day Cash Flow Analysis;
- (iv) a Balance Sheet reflecting the financial condition of the Association on an unaudited basis;
- (v) a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
- (vi) a Delinquency Report listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

ARTICLE 7

Operation of the Property

Section 7.1. Determination of Common Expenses and Assessments Against Unit Owners.

- (a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board of Directors.
- (b) Preparation and Approval of Budget. Before each annual meeting of the Association, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the next fiscal year to pay the Common Expenses. Such budget shall also include reasonable amounts necessary to provide working capital, a general operating reserve, and reserves for replacements. The budget shall be presented and may be modified at the annual meeting of the Association. Within ten (10) days after each annual meeting, the Secretary shall send to each Unit Owner a copy of the Budget in a reasonably itemized form setting forth the amount of the Common Expenses and the amount(s) and due dates of the

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assessments (and installments thereof) payable by that Unit Owner for each Condominium Unit owned by him.

- (c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 11.1(a) of these Bylaws, the total amount of the estimated funds required from assessments for the operation of the Association and the Condominium as set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his Common Element Interest and shall be a lien against each Condominium Unit as provided in Section 11.2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to remit to the Treasurer or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of such assessment.
- (d) Reserves. The Association shall accumulate and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against operating reserves. If the reserves are inadequate for any reason, including (without limitation) the non-payment of any assessment(s), the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners in proportion to their respective Common Element Interest, and which shall be payable in a lump sum or in installments as the Board may determine. The Secretary shall give notice of any such further assessment to each Unit Owner, specifying the reason(s) therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the first monthly installment payment of the annual assessments which becomes due more than ten (10) days after the delivery of such notice. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the full amount of such further assessment. Such assessment shall be lien against each Condominium Unit as provided in Section 11.2 of these Bylaws.

Capital Contributions. Upon the bona fide sale and conveyance of any Unit, the Purchaser of the Unit shall pay, at the time of settlement, an "initial capital contribution" equivalent to twice the then currently monthly installment payment for the annual Common Expense assessment against such Purchaser's Condominium Unit.

- (e) Effect of Failure to Prepare or Adopt Budget. Failure or delay in preparing or adopting the budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any budget, each Unit Owner shall continue to pay monthly installments at the monthly rate established for the previous fiscal year until notice of the new monthly

payment, which payment shall be due with the first monthly installment which becomes due more than ten (10) days after notice of such budget shall have been sent to the Unit Owners.

Section 7.2. Liability for Assessments. Each Unit Owner shall be personally liable for all assessments against him or his Unit(s). No Unit Owner may avoid liability for any assessment by waiver, non-use or abandonment of any right or real estate. The new Unit Owner of a Condominium Unit shall be jointly and severally liable with the former Unit Owner thereof for all unpaid assessments against that Condominium Unit which become due while the former Unit Owner was the Unit Owner thereof, but without prejudice to any right of a successor in title to recover from any of his predecessors in title any amount for which any of the latter was liable.

Section 7.3 Non-liability for Assessments. No Person shall have any liability with respect to assessments or installment thereof becoming due as to a Condominium Unit after he has ceased to be the Unit Owner thereof. Notwithstanding anything to the contrary in these Bylaws, no Mortgagee or other Person who becomes a Unit Owner by reason of foreclosure or deed or assignment in lieu of foreclosure, and no successor in title to such Mortgagee or other Person, shall have any liability with respect to assessments or installments thereof which become due before such foreclosure or deed or assignment in lieu thereof.

Section 7.4. Certificate as to Status of Payment. Upon written request of any Unit Owner or Purchaser, the Treasurer shall furnish or make available within five (5) days to the Person requesting it a dated and recordable certificate setting forth the amount of any unpaid assessments or installments thereof that have become due as to the Condominium Unit in question as of the date of that certificate. A reasonable charge not to exceed the maximum specified by §55.1-1966(h) (formerly §55-79.84 (h)) of the Code of Virginia may be fixed from time to time by resolution of the Board of Directors for the issuance of such certificate. Notwithstanding any other provision of these Bylaws, a bona fide Purchaser of a Unit who has relied upon such a certificate shall not be liable for any assessments or installments thereof which became due before the date of that certificate and which are not reflected thereon.

Section 7.5. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date thereof. Any assessment or installment thereof not paid within five (5) days after due shall accrue a late charge in the amount of Fifty Dollars (\$50.00) or such other amount as may be established from time to time by resolution of the Board of Directors.

Section 7.6. Upkeep of the Common Elements and Other Common Expenses.

(a) Upkeep by the Association. Subject to paragraph (2) of the subsection (b) of this

Section, the Association (acting through the Board of Directors and/or the Managing Agent) shall be responsible for the upkeep of all Common Elements, and the cost of such upkeep shall be a Common Expense.

(b) Upkeep by the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, windows, exterior doors, appliances and appurtenances (which shall include chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, plumbing, breaker boxes, and other apparatus serving a single Unit even if even if located partially outside the Unit) in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Unit or to any Common Element resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to a Director or the Managing Agent any defect or need for upkeep for which the Association is responsible.

(2) The Unit Owner of any Unit to which a Limited Common Element is exclusively assigned shall be responsible for the upkeep of such Limited Common Element, including keeping it in a clean and sanitary condition, and shall also make all repairs thereto caused or permitted by his negligence or misconduct.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of the same or better quality.

Section 7.7. Restrictions on Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

- (1) Each Unit and each Common Element shall be used for residential purposes only, except that the Board of Directions may permit reasonable, temporary, non-residential uses in designated Units and/or Common Elements from time to time.
- (2) No Unit shall be used as a residence for more than twice as many people as the Unit has bedrooms. Bedrooms shall be deemed to be those designed and designated as bedrooms in the original plans and specifications for the Units.
- (3) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium except pursuant to a resolution

of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof, which would be in violation of any law or ordinance. No Unit Owner shall cause or permit any waste (i.e. damage, destruction, or removal of anything installed or placed in the Common Elements by the Declarant or Association) to be committed in the Common Elements.

- (4) No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all applicable law, ordinances and regulations of all governments and governmental agencies shall be complied with by and at the sole expense of the Unit Owner(s) and/or the Association having responsibility for upkeep of the affected portion(s) of the Condominium.
- (5) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner store anything upon any of the Common Elements except within any areas designated for such storage by the Association or the Board of Directors. Vehicular parking upon the Common Elements and the keeping of animals anywhere within the Condominium, shall be subject to the Rules and Regulations. Nothing shall be constructed or altered in, or removed from, the Common Elements except in accordance with the Rules and Regulations or other resolutions of the Board of Directors.
- (6) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.
- (7) No portion of any Unit (other than the entire Unit) shall be rented or leased for any period. No Unit Owner shall rent or lease a Unit other than on a written form of lease providing that failure of the lessee to comply with the Condominium Instruments and the Rules and Regulations shall constitute a default under the lease, and all such leases shall be for a minimum of twelve (12) months. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Secretary. The provisions of the subsection shall not apply to a Mortgagee in possession of a Condominium Unit as a result of a foreclosure or deed or assignment in lieu of foreclosure.
- (8) No Unit Owner may create time shares with respect to any Unit. For the purposes of this subsection, a "time-share" is a right to use or occupancy of a Unit for a period of time less than six (6) months recurring on an annual or other regular basis.
- (9) No signs shall be erected, posted or displayed in any place within the Condominium visible from any portion of the Common Elements except pursuant to a resolution of the Board of Directors. The provisions of this subsection shall not be applicable to a

Mortgagee who comes into possession of a Condominium Unit as a result of a foreclosure of a deed of trust or a deed or assignment in lieu of foreclosure.

Section 7.8. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with such Rules and Regulations as may be adopted, amended and repealed by resolutions of the Board of Directors.

Section 7.9. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by §55.1-1955(A) (formerly §55-79.79(a)) of the Condominium Act, to the Board of Directors or the Managing Agent, or any other Person(s) authorized by the Board or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and duties, including (without limitation) making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, upkeep of the Common Elements in his Unit or elsewhere in the Condominium, or correcting any condition which violates any provision of the Condominium Instruments, the Rules and Regulations, or any Mortgage. Requests for entry shall be made in advance and any such entry shall be made at a time reasonably convenient to the Unit Owner, except in case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not, and no notice or permission shall be necessary.

Section 7.10. Disclaimer of Bailee Liability. Neither the Association, any Officer(s) or Director(s), the Managing Agent, nor any Unit Owner(s) shall be considered as bailee(s) of any personal property placed within the Common Elements and shall not be responsible for the security of such personal property or for any loss thereof or damage thereto from any cause.

ARTICLE 8

Insurance

Section 8.1. Authority to Purchase.

- (a) Except as otherwise provided in Section 8.5 of these Bylaws, all insurance policies relating to the Condominium shall be purchased by the Board of Directors on behalf of the Association. Neither the Association, the Board of Directors, any Officer(s), nor the Managing Agent shall be liable for failure to obtain any coverages required by this Article if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are available only at demonstrably unreasonable cost.
- (b) Each such policy shall provide, to the extent reasonably available at reasonable cost, that:
 - (1) the insurer waives any right of subrogation against the Directors, the Officers, the Association, the Managing Agent, the Unit Owners, and their

respective agent, employees, invitees, and in the case of the Unit Owner, the members their households;

- (2) such policy shall not be cancelled, invalidated or suspended due to the conduct of any Director(s), Officer(s), Unit Owner(s), Managing Agent, or any invitee, agent, officer, or employee of any of the foregoing without a prior demand in writing that the defect be cured, followed by the failure to so cure the defect with sixty (60) days after such demand; and,
 - (3) Such policy may not be cancelled or substantially modified for any reason without at least sixty (60) days prior written notice to the Association and the Managing Agent and, in the case of physical damage insurance, to all Mortgagees.
- (c) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia. Physical damage policies shall be in form and substance acceptable to the Mortgagees holding first mortgages or first deeds of trust on a majority of the Units.

Section 8.2. Physical Damage Insurance.

- (a) Physical Damage Insurance. The Board of Directors shall obtain and maintain a master casualty policy affording fire and extended coverage in a minimum amount of the full replacement value of the Common Elements, including the Limited Common Elements, and any personal property owned by the Association within the Condominium. The Association shall not provide insurance on the Units, as such are defined in Article 2 of the Declaration. Such coverage shall afford protection against:
- (1) loss or damage by fire or other hazards covered by a standard fire and extended coverage endorsement, together, if available, with coverage for Common Expenses with respect to Units during any period of repair or reconstruction of Common Elements, and during which said Units are rendered unusable by virtue of such casualty;
 - (2) such other risks, including but not limited to, vandalism, theft, malicious mischief, windstorm, water damage, machinery explosion or damage, and other perils as the Board of Directors of the Association shall, from time to time, determine to be customarily covered with respect to comparable facilities;
 - (3) Contingent liability from operation of building laws or codes; and

(4) Increased costs of construction or condominium replacement costs.

(b) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issues thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least thirty (30) days prior to expiration of the then-current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then-current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section.

(c) Responsibility for Deductible and Damage Below Deductible Amount. The deductible, if any, on any physical damage insurance policy purchased by the Board of Directors shall be a Common Expense; provided, however, that the Association may assess any deductible against the Unit Owner causing the damage, as permitted herein. The Unit Owner shall be responsible for the costs and expenses for damage to the Common Elements emanating from the Unit Owner's Unit where the cost to repair is less than the amount of the deductible on the Association's master casualty policy. If the Unit Owner fails to pay such costs and expenses within thirty (30) days of written request for payment, the costs and expenses shall be treated as an assessment against the responsible Unit Owner, and the Association shall be entitled to all remedies pertaining to the collection of assessments.

Section 8.3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including without limitation coverage for all Officers against libel, slander, false arrest, invasion of privacy, and errors and omissions), and property damage insurance in such limits as the omissions), and property damage insurance in such limits as the Board may from time to time determine, insuring the Association, each Officer, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents, employees, and members of their households) arising out of or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured shall not be prejudiced with respect to any action by such named insured against another name insured; (ii) hired and non-owned vehicle coverage (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts or omissions of the Association, any Officer(s), or any other Unit Owner(s). The Board shall review such limits once each year, but in

no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained.

(a) Section 8.4. Other Insurance. The Board of Directors shall obtain and maintain:

- (a) fidelity bonds to protect against dishonest act on the part of Officers and Directors, agents and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) be written in the amount required by §55.1-1963 of the Code of Virginia, or the current amount required by Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;
- (b) if required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;
- (c) workmen's compensation insurance if and to the extent necessary to meet the requirement of law; and
- (d) such other insurance as may be required from time to time by resolutions of the Association or the Board of Directors.

Section 8.5. Separate Insurance.

- (a) Unit Coverage. Each Unit Owner shall obtain and maintain, at his or her own expense, insurance affording casualty and general liability coverage upon his or her own Unit, as "Unit" is defined in Article 2 of the Declaration. The Association shall be named as a certificate holder. The casualty coverage for the Unit shall be for the full replacement value of the Unit. The policies obtained and maintained by the Association do not provide any coverage for the Unit. The general liability coverage shall be in a minimum amount of Three Hundred Thousand Dollars (\$300,000.00). In addition to the coverages required for each Unit Owner, all tenants and non-owner occupants shall obtain and maintain, at his or her own expense, general liability coverage in a minimum amount of Three Hundred Thousand Dollars (\$300,000.00) and the Association shall be named as a certificate holder. The Board of Directors is authorized to increase the required minimum amount of coverages from time to time.

- (b) Additional Unit Owner Insurance. Each Unit Owner shall have the right to obtain, at his or her own expense, for his or her own benefit, insurance coverage upon his or her personal property and for his or her personal liability and living expenses as he or she deems advisable. All such policies shall contain a waiver of subrogation and waive any right to contribution.
- (c) Evidence of Coverage. Each Unit Owner shall provide a copy of the declaration page for the casualty and liability coverage upon his or her own Unit to the Association on an annual basis within thirty (30) days after the start of the coverage period, and as otherwise reasonably requested by the Association.
- (d) Failure of Unit Owner to Maintain Insurance Coverage. In the event that any Unit Owner fails to obtain the casualty and liability coverage upon his or her own Unit, the Unit Owner shall indemnify and hold harmless the Association, the Board of Directors, the managing agent, and any other Unit Owner from any and all damages, losses, claims, suits, insurance deductibles, expenses, expert fees or costs, attorney fees and court costs, incurred by the Association or any other Unit Owner as a result of the particular casualty or liability and the failure of the Unit Owner to maintain the required insurance coverage. Additionally, the Unit Owner's failure to obtain and maintain such coverage shall be considered a covenant violation and the Association may assess charges against the Unit Owner or suspend the Unit Owner's right to use facilities or services pursuant to Va. Code Ann. § 55.1-1959 or file for injunctive relief. The Association reserves the right, but not the obligation, in its sole discretion, to obtain insurance coverage on an uninsured Unit at the sole costs and expense of the non-compliant Unit Owner, each Unit Owner hereby appointing the Board, as his or her attorney-in-fact for the purpose of obtaining such insurance to comply with the requirements herein. If the Unit Owner fails to pay such costs and expenses within thirty (30) days of written request for payment, the costs and expenses shall be treated as an assessment against the responsible Unit Owner, and the Association shall be entitled to all remedies pertaining to the collection of assessments.

Section 8.6. Insurance Trustee.

- (a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Unit Owners, their Mortgagees and the Declarant, as their respective interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof equal or exceed One Hundred Thousand Dollars (\$100,000.00) then all such proceeds shall be paid in trust to such lending institution (hereinafter referred to as the "Insurance Trustee") in the Richmond, Williamsburg, or Tidewater, Virginia metropolitan areas with trust powers as many be designated by a resolution of the Board. If

such proceeds are less than One Hundred Thousand Dollars (\$100,000.00) then all such proceeds shall be paid to the Association to be applied pursuant to the terms of Article 9 of these Bylaws.

(b) The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form of contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes stated in Article 9 of the Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

Section 8.7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for the Association, each Unit Owner, each Mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

ARTICLE 9

Repair and Reconstruction After Fire or Other Casualty

Section 9.1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the Common Elements, including the Limited Common Elements, known to, or observed by a Unit Owner, the Unit Owner shall immediately notify the Association in writing of the damage or destruction. Except as otherwise provided in Section 9.4 or 9.5, in the event of damage to or destruction of all or any part of the Common Elements, including the Limited Common Elements, as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof, to the extent covered by the Association insurance.

In the event of damage to or destruction of all or any part of a Unit, the Unit Owner shall immediately (i) notify the Association in writing of the damage or destruction; and (ii) arrange for the prompt repair and restoration thereof which shall be supervised by the Association as determined by the Board of Directors. In addition, such repairs and reconstruction are subject to the approval of the Association. The Unit Owner shall cooperate with the Association and provide all documentation, drawings, plans, and specifications as reasonably requested by the Association, and shall permit access by the Association, or its agents, as necessary.

Any such reconstruction or repair of the Common Elements, including the Limited Common Elements, or the Units shall be substantially in accordance with the original

construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building technologies and materials to the extent feasible as approved by the Board of Directors.

Section 9.2. Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the Common Elements including the Limited Common Elements, the Board of Directors shall obtain reliable and detailed estimates of the costs of repairing and restoring such portion, to a condition as good as that existing before such casualty. Immediately after a fire or other casualty causing damage to any portion of a Unit, the Unit Owner shall obtain reliable and detailed estimates of the costs of repairing and restoring such portion, to a condition as good as that existing before such casualty, and provide the same to the Board for approval. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

Section 9.3. Insufficiency of Insurance Proceeds. If the proceeds of the master casualty policy are not sufficient to defray the estimated costs of reconstruction and repair of the Common Elements, including Limited Common Elements, or if at any time during such reconstruction and repair, the proceeds of insurance are insufficient to defray the then estimated costs of such reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, or if coverage is denied and the Common Element, including Limited Common Elements, is to be repaired or reconstructed, the amount necessary to complete such reconstruction and repair shall be immediately obtained from the appropriate reserves for replacement and/or shall be deemed a Common Expense and a Special Assessment therefor shall be levied immediately by the Board of Directors. The proceeds from such reserves and Special Assessments shall be deposited with the insurance trustee if the costs of such reconstruction and repair are \$100,000.00 or more, for disbursement by the insurance trustee in accordance with this Article.

Section 9.4. Disbursements of Construction Funds.

- (a) Construction Fund and Disbursement. Any proceeds of insurance collected on account of casualty, any sums appropriated by the Board of Directors from reserves, and any sums received from collection of special assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (1) If the estimated cost of reconstruction and repair is less than One Hundred Thousand Dollars (\$100,000.00), then the construction fund shall be

disbursed in payment of such costs upon resolutions of the Board of Directors.

- (2) If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or more, then the construction fund shall be disbursed in payment of such costs upon resolutions of the Board of Directors and upon approval of an architect qualified to practice in Virginia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating: (i) that the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) that there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate.
- (b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of construction and repair shall be from the insurance proceeds, if any. If there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be credited to all Unit Owners in proportion to their respective Common Element Interests against their respective liabilities for assessments.
- (c) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate execute by the President or Vice-President and the Secretary certifying: (1) whether or not the damaged Property is required to be reconstructed or repaired; (2) the name of the payee and the amount to be paid with respect to each disbursement from the construction fund; and (3) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly upon the request of the Insurance Trustee.

Section 9.5. When Reconstruction is Not Required. If any casualty shall damage any part of the Common Elements, including the Limited Common Elements, or the Units, such damage shall be reconstructed, repaired or replaced, unless a determination is made by the Unit Owners to terminate the Condominium in accordance with the Virginia Condominium Act. If the Condominium shall be terminated pursuant to Section 55.1-1937 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided among the Unit Owners in proportion to their respective Common Element Interests as set forth in said Section.

ARTICLE 10
Mortgagees

Section 10.1. Notice to Board of Directors. A Unit Owner who gives a first deed of trust of first mortgage encumbering his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and the deed of trust or mortgage with the Board of Directors. The Mortgagee shall likewise notify the Board of Directors of the Mortgagee's name and address.

Section 10.2. Notice of Default, Casualty or Condemnation. The Treasurer, when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit. Each Mortgagee shall also be promptly notified by the Secretary of any casualty contemplated by Article 9 of these Bylaws, of all actions taken under Article 9 of these Bylaws, and of any taking in condemnation or by eminent domain and action taken by or on behalf of the Association with respect thereto. For purposes of this section only, when notice is to be given to a Mortgagee, the Treasurer shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guaranteeing Mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

Section 10.3. Notice of Amendment of Declaration or Bylaws. The Secretary shall give notice to all Mortgagees at least seven (7) days prior to the date on which the Unit Owners materially amend any of the Condominium Instruments.

Section 10.4. Notice of Change in Managing Agent. The Secretary, shall give notice to all Mortgagees at least thirty (30) days before the Board of Directors undertakes to manage the Condominium without the assistance of a Managing Agent and, to each Mortgagee upon request, before it changes the Managing Agent.

Section 10.5. Other Rights of Mortgagees. All Mortgagees and their representatives shall be entitled to notices of meetings of the Association to be given at the same time such notices are given to the Unit Owners, to attend or send representatives to meetings of the Association, and to speak thereat. All Mortgagees shall have the right to examine the books and records of the Condominium, and to require the submission of annual financial reports and other budgetary information

ARTICLE 11
Compliance and Default

Order: LDGKPHV55
Address: 310 Patriot Ln Unit D
Order Date: 12-07-2023
Document 350t for resale
HomeWiseDocs

Section 11.1. Relief. Each Unit Owner shall be governed by and shall comply with, all of the provisions of the Condominium Instruments and Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in §55.1-1915 (formerly §55-79.53) of the Condominium Act, a default by a Unit Owner shall entitle the Association, acting through any of its Officers, Directors, or through the Managing Agent, to the following relief:

- (a) Additional Liability. Each Unit Owner shall be liable for the expense of all upkeep by the Association rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company its rights of subrogation.
- (b) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.
- (c) No Waiver of Rights. The failure of the Association, the Board of Directors, any Officer(s), or any Unit Owner(s) to enforce any provision of the Condominium Instruments of the Condominium Act shall not constitute a waiver of their right to enforce such provision in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, any Officer(s), or any Unit Owner(s) pursuant to any provision of the Condominium Instruments or the Condominium Act shall be deemed to be 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 Person(s) exercising the same from exercising such other privileges as may be granted to such Person(s) by the Condominium instruments or by law.
- (d) Interest. In the event of a failure by any Unit Owner in paying any assessment against his Unit for a period in excess of fifteen (15) days, the principal amount unpaid shall bear interest from the date due until paid, at the rate of eighteen percent (18%) per annum or at such lower rate as may be fixed from time to time by resolutions of the Board of Directors.
- (e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations or of any provision of the Condominium Instruments or the Condominium Act shall give the Association, the Board of Directors, any Officer(s), or any agent or employee of any of the foregoing, the right, in

accordance with Section 7.9 of these Bylaws, to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the Unit Owner thereof, any condition that may exist therein contrary to the intent and meaning of the provisions thereof, and neither the Association nor any Officer or Director, nor any agent or employee of either, shall thereby be deemed guilty in any manner of trespass. In addition, the Board of Directors shall have the authority, as provided in the Condominium Act (Va. Code §55.1-1959), to impose violation charges of Fifty Dollars (\$50.00) per violation or Ten Dollars (\$10.00) per day for up to ninety (90) days for a continuing violation of the Condominium Instruments.

- (f) Legal Proceedings. Failure to comply with any of the Condominium Instruments or the Rules and Regulations shall be grounds for relief, including (without limitation) 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 the Condominium Instruments and applicable law, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, any Officer(s), the Managing Agent or, and, in any appropriate case, by any aggrieved Unit Owner(s), and shall not constitute an election of remedies.

Section 11.2. Lien for Assessments.

- (a) Every assessment made against a Condominium Unit or the Unit Owner thereof pursuant to these Bylaws is hereby declared to be a lien against that Condominium Unit as provided in §55.1-1966 (formerly §55-79.84) of the Condominium Act, which lien shall be effective as of the date such assessment is made. Any Officer or the Managing Agent may file or record such other or further notice of any such lien, or such other document with respect thereto as may be required by the aforesaid section of the Condominium Act or by other law to confirm the establishment and priority of such lien.
- (b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Board of Directors and the entire balance of the annual assessment may thereupon be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by any Officer or by the Managing Agent.

- (c) The lien for assessments may be enforced and foreclosed in any manner provided by law by any proceeding in the name of the Association, the Board of Directors, any Officer(s), or the Managing Agent acting on behalf of the Association. During the pendency of such suit the Unit Owner shall be charged a reasonable rental by the Association for the Unit for the period from the initiation of such proceeding until sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver if available under laws of the Commonwealth of Virginia.

Section 11.3. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to the rights of a Mortgagee; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure. Accordingly, in the event of foreclosure, funds may be applied first to the costs of the foreclosure and the mortgage on the Unit before funds are due to the Association for past due assessments which became due prior to the date of foreclosure. However, such sale or transfer shall not relieve the new Unit Owner of that Unit at such sale from liability for any assessments that become due after the Unit has been conveyed to the new Unit Owner.

ARTICLE 12

Amendments to Bylaws

Section 12.1. Amendments. These Bylaws may be amended only in accordance with the Condominium Act and Section 4.3 of the Declaration.

EXHIBIT E
METES AND BOUNDS DESCRIPTIONS OF PROPERTY

- (1) The metes and bounds descriptions recorded as Exhibits E (land included in condominium), F (Phase I), G (Phase IIA), and H (Phase II-B) to the Third Amendment to Condominium Instruments of The Patriot Condominium, recorded in the Circuit Court of Williamsburg and James City County, Virginia ("Clerk's Office") in Deed Book 204, Page 230;
- (2) The metes and bounds description recorded as Exhibit I (Phase III) to the Fourth Amendment to Condominium Instruments of The Patriot Condominium, recorded in the Clerk's Office in Deed Book 211, Page 710;
- (3) Any other metes and bounds description that may have been recorded as part of any other amendment or supplement to the Condominium Instruments for the Condominium.

As the above was amended by the Seventh Amendment to Condominium Instruments of The Patriot Condominium, recorded in the Clerk's Office in Deed Book 72, Page 190, which amendment withdrew the property described in Exhibit A to such Seventh Amendment from the Condominium.

INSTRUMENT 214747
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
NOVEMBER 12, 2021 AT 10:10 AM
MONA A. FOLEY, CLERK
RECORDED BY: EEO